

*CONTRACT DOCUMENTS AND  
TECHNICAL SPECIFICATIONS  
FOR  
2023 WARREN COUNTY STRIPING  
PROJECT – 75(349)*

*FOR THE*  
**WARREN COUNTY  
BOARD OF SUPERVISORS  
WARREN COUNTY, MISSISSIPPI**



**APRIL 2023**  
**PREPARED BY:**



1100 Cherry Street  
Vicksburg MS 39183

**PROJECT NO. 75(349)**

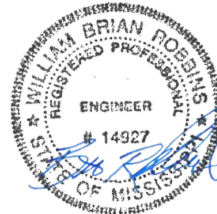
**2023 WARREN COUNTY STRIPING PROJECT  
PROJECT 75(349)**

**WARREN COUNTY, MISSISSIPPI**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
<b>Table of Contents</b>	<b>2</b>
<b>Advertisement for Bids</b>	<b>3</b>
<b>Instructions to Bidders</b>	<b>5</b>
<b>Proposal</b>	<b>10</b>
<b>Instructions for Bid Bonds</b>	<b>14</b>
<b>Bid Bond</b>	<b>15</b>
<b>Non Collusion Affidavit (Duplicate)</b>	<b>16</b>
<b>Notice to Bidders</b>	<b>18</b>
<b>Contract</b>	<b>22</b>
<b>Corporate Certificate</b>	<b>24</b>
<b>Partnership Certificate</b>	<b>25</b>
<b>Payment Bond</b>	<b>26</b>
<b>Performance Bond</b>	<b>28</b>
<b>General Conditions</b>	<b>30</b>
<b>Special Provision, Scope of Work</b>	<b>40</b>
<b>Special Provision, Maintenance of Traffic</b>	<b>41</b>



**ADVERTISEMENT FOR BIDS  
NOTICE TO CONTRACTORS**

Notice is hereby given that the Warren County Board of Supervisors will receive sealed bids from qualified bidders for the following project:

**2023 Warren County Striping Project – 75(349), which consists of the installation of thermoplastic pavement markings including centerline striping, edge striping, detail striping and legend markings in conjunction with raised pavement markers on approximately 18.564 miles of various county paved roadways located in Warren County, MS.**

The contract time for the work included in this contract is **Sixty (60) Calendar Days**. The Contract will be subject to liquidated damages of three hundred (\$300) per working day for each day in default after the stipulated completion date. The contract time will begin on the date specified in the written Notice to Proceed.

Sealed bids will be received at the Warren County Purchasing Department, 913 Jackson St, Vicksburg MS 39183 until **9:00 a.m.** local time on **Friday, May 12, 2023** and shortly thereafter publicly opened, read aloud and recorded. Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com) and are due at the same time and date as sealed bids. Official bid documents can be downloaded from Central Bidding. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Bidders must be qualified under Mississippi State law and possess a Certificate of Responsibility issued by the Mississippi State Board of Public Contractors. This project is expected to exceed \$50,000, therefore the Certificate of Responsibility Number shall be written on the outside of the sealed bid envelope. For electronic bids, the COR information may be submitted as an attachment with the electronic bid submittal. All bids shall be in compliance with and subject to the guidelines and requirements of Mississippi Code of 1972 as annotated and amended.

Mississippi has a reciprocal preference law. Mississippi Code 31-3-21 requires that a copy of any non-resident bidder's current state law pertaining to its treatment of non-resident contractors be submitted at the time the bid is submitted, or that bid shall not be considered further. Any preference an out of state bidder would have in his home state shall be applied in a reciprocal manner.

Each bidder must deposit with his bid a Bid Bond or Certified Check in an amount equal to five percent (5%) of the total bid payable to Warren County Board of Supervisors as bid security. Prior to the start of work, the successful bidder shall furnish a Proof of Insurance, along with Performance and Payment Bonds in the amount of 100% of the contract amount awarded. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Bidders shall also submit a current financial statement if requested by Warren County Board of Supervisors.

Neel-Schaffer, Inc. is the Engineer for this project. Plans, specifications, and contract documents are on file and open to public inspection at the office of the Warren County Purchasing Department, 913 Jackson Street, Vicksburg MS, along with various Contractor Plan Room Service Providers. Bid documents will contain instructions for bidding by both sealed envelope and electronic means. Bidders are cautioned to read all instructions carefully. Contractors may request bid documents by visiting [www.centralbidding.com](http://www.centralbidding.com) and following the site instructions for registration and download. Bid Documents may also be picked up at no charge at the Neel-Schaffer office located at 1100 Cherry Street, Vicksburg, MS 39183. Questions may be addressed to **Brian Robbins, Project Manager** via [brian.robbs@neel-schaffer.com](mailto:brian.robbs@neel-schaffer.com).

The Warren County Board of Supervisors reserves the right to determine responsible bidders, responsive bids, the lowest and best bid, reject any and all bids, award to the bidder believed most advantageous to Warren County, and to waive any informalities in the bids or bidding process.

**Warren County Board of Supervisors**  
**By: Victoria Bell, Purchasing Agent**

Publication Dates:

April 12, 2023

April 19, 2023

## INSTRUCTIONS TO BIDDERS

### DATE AND PLACE OF OPENING BIDS:

The date, time, and place for opening bids will be set out in the published "Advertisement for Bids".

The Engineer for this project is Neel Schaffer, Inc. The Engineer's address is 1100 Cherry Street, Vicksburg, Mississippi 39183.

Warren County reserves the right to postpone the date for presentation and opening bids and will give telegraphic notice of any such postponement to each prospective bidder.

### BIDDERS CHECKLIST:

Please insure that **ALL** of the items listed below are filled out completely and correctly in the completed set of bid documents/specs prior to submission by either sealed envelope or electronic bid:

- \_\_\_\_\_ Complete Bid Documents/specs (**NO STRIPPED BIDS**) sealed in envelope with appropriate markings (ie, Certificate of Responsibility #, Project Name, Bidder's name, address, date, etc.)
- \_\_\_\_\_ Both non-collusion affidavits executed
- \_\_\_\_\_ Bid tab completed, base and alternate items unit prices inserted, and totals checked
- \_\_\_\_\_ Addendums (if any) acknowledged in the proposal
- \_\_\_\_\_ Proposal completely filled out, signed and dated
- \_\_\_\_\_ Bid bond in 5% of the total bid amount included and signed by resident agent in Mississippi

### FORM FOR PROPOSALS:

The following information applies to all bids. The documents listed below must be included in your bid, whether submitted by envelope or by electronic method. After you have obtained the Contract Documents, you can bid by:

- **BID SUBMISSION BY SEALED ENVELOPE:**

Prior to the deadline for receipt of bids, deliver your sealed envelope, marked as shown, to the Warren County Purchasing Department, 913 Jackson St, Vicksburg MS. Our staff will accept your envelope and time and date stamp it and give you a copy of the envelope as your receipt. Envelope must be clearly marked with the **Bidder's name and address on the outside** and the following in the lower left corner.

Sealed Bid for the 2023 Warren County Striping Project – 75(349)

Bid Opening – May 12, 2023 at 9:00 a.m.

Bid Submitted by: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Enclosed bid signed by: \_\_\_\_\_

Printed Name

Title

Certificate of Responsibility Number: \_\_\_\_\_

### Inside the envelope

1. Copy of the Certificate of Responsibility (COR);
2. Complete set of the bid documents/specs (**NO STRIPPED BIDS**) sealed in the envelope with appropriate marking (Construction Drawings/Plans not required in submittal).
3. Copy of Bid Surety/Bid Bond

- **BID SUBMISSION BY ELECTRONIC MEANS (Via Website):**

Prior to the deadline for receipt of bids, Bidders should gather all the documents shown below and scan/compile them into one PDF document in the exact order listed. **Be sure the Copy of the COR is the first page.**

1. Copy of the Certificate of Responsibility (COR);
2. Cover sheet with the following information:

Warren County Board of Supervisors  
P.O. Box 351  
Vicksburg, MS 39183

Sealed Bid for 2023 Warren County Striping Project – 75(349)

Bid Opening – May 12, 2023 at 9:00 a.m. Date Bid Submitted \_\_\_\_\_

Bid Submitted by: \_\_\_\_\_  
Address of Bidder: \_\_\_\_\_

Enclosed bid signed by: \_\_\_\_\_  
Printed Name Title

Certificate of Responsibility Number: \_\_\_\_\_

3. Complete set of the bid documents/specs (**NO STRIPPED BIDS**) scanned in pdf format to be submitted electronically in the same order as they were bound. (Construction Drawings/Plans not required in submittal).
4. Copy of Bid Surety/Bid Bond; (Note - Under Electronic Bidding, **if your bid surety is a CHECK, it must be physically received at Warren County Purchasing Department before the bid opening.** Contact us to confirm receipt before submitting an electronic bid;

Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). Official bid documents can be downloaded from Central Bidding. Electronic bids are due at the same time and date as sealed bids. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

*Please contact Victoria Bell, Warren County Purchasing Agent via [vbelle@co.warren.ms.us](mailto:vbelle@co.warren.ms.us) with any questions!*

## **CERTIFICATE OF RESPONSIBILITY:**

Prior to filing bids on projects (in excess of \$50,000), the prospective bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least thirty (30) days prior to a regular Board meeting, scheduled to meet every quarter on the first Tuesday of January, April, July and October.

## **CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS:**

Prospective bidders may obtain one copy of the Contract Documents including the proposal forms and one set of prints of the project plans from the Engineer upon payment of the amount of money stipulated in the "Advertisement for Bids". If a contract award is made, the successful bidder will be furnished, free of charge, two additional sets of the Plans and Contract Documents.

## **OMISSIONS AND DISCREPANCIES:**

Should a bidder find discrepancies, errors or omissions in the Plans and Specifications, or should he be in doubt as to the correctness of plan details, dimensions and layout, he should immediately notify the Engineer to permit checking and the issuance of any necessary revisions or modifications.

## **MODIFICATIONS:**

Prior to the date set for the opening of bids, the right is reserved, as the interests of Warren County may require, to revise or amend the Plans and Specifications or Special Provisions. Such revisions, if any, will be announced by an addendum, and copies of such addendum will be furnished to all prospective bidders for acknowledgment by return mail. If the revisions and addenda are of a nature, which require material changes in quantities, prices bid, or both, the date set for opening bids may be postponed to enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

## **INTERPRETATIONS:**

No oral interpretation made to any bidder as to the meaning of the Plans and Specifications or Special Provisions shall be considered a modification of any of the provisions of the Contract Documents. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer not less than ten (10) calendar days prior to the bid opening for a formal decision, which will be given in writing to all known prospective bidders.

## **OBLIGATION OF BIDDER:**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid. Bidders shall satisfy themselves of the accuracy of the estimated quantities in the proposal form by examination of the site and review of the drawings and specifications including addenda. After bids are submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

## **QUALIFICATIONS OF BIDDER:**

Warren County may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. Warren County reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

#### **CERTIFIED CHECK OR BID BOND:**

All bids shall be accompanied by a Certified Check or Cashier's Check drawn upon a national or state bank, or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Warren County, in an amount equal to five percent (5%) of the total bid for the work. The Certified Check, Cashier's Check, or Bid Bond must be enclosed in the same envelope with the bid. Attorneys-in fact who sign bid bonds shall file with the bond a certified and effective dated copy of their power of attorney. When the bid prices have been compared, the Owner shall return the bonds of all bidders except for the three (3) lowest responsive and responsible bidders. When the agreement is executed, the bonds of the remaining two unsuccessful bidders shall be returned. The bid bond of the successful bidder shall be retained until the payment and performance bonds have been submitted and are approved.

#### **REJECTION OF PROPOSAL:**

Proposals may be rejected in the case of any omission, alterations of forms, addition of conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Proposals, which contain erasures, which are not initialed by the Bidder, may be classified as irregular.

Proposals received, conditioning their consideration or rejection upon Proposals for the other work submitted by the same Bidder may be classified as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids.

Proposals in which the prices obviously are unbalanced may be rejected.

#### **AWARD OF CONTRACT - REJECTION OF BIDS:**

Unless all bids are rejected, the Warren County Board of Supervisors will award a Contract to the lowest and best responsive, responsible Bidder in accordance with State and Federal law or regulations and in strict accordance with these "Instructions to Bidders" and the Bid Specifications. Warren County reserves the right to waive minor informalities and to award a contract based on the base bid only or the base bid plus additive alternate(s) (if any).

In determining the responsiveness of the lowest Bidder, Warren County shall consider the following factors: (1) completeness and regularity of the Bid form; (2) a Bid form without excisions or special conditions; (3) a Bid form having no alternative Bids for any item, unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulations.

In determining the responsibility of the lowest Bidder, Warren County shall base its determination on the following factors: (1) Bidder maintains a permanent place of business; (2) Bidder has adequate plant and equipment to do the work properly and within the time limit that is established; (3) Bidder has adequate financial status to meet his obligations contingent to the work; and (4) such other factors as may be allowable under State law, Federal law, or regulations.

Bidders shall not withdraw their bids within sixty (60) days of the actual opening thereof. Should there be



reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

#### **SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of one hundred percent (100%) of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract as specified in the Contract Documents. The Surety on such bonds shall be a duly authorized surety company satisfactory to the County. The Performance Bond and the Payment Bond shall be executed on the forms provided in these Contract Documents. Attorneys-in fact who sign performance and payment bonds shall file with the bond a certified and effective dated copy of their power of attorney.

#### **TIME FOR COMPLETION AND LIQUIDATION DAMAGES:**

The Bidder must agree to commence work on or before a date specified in the written "Notice to Proceed" and to fully complete the project within the Contract Time stated in the General Conditions bound herein. The Bidder must also agree to pay (as liquidated damages) the sum stated in the General Conditions Section of the Contract Documents for each consecutive calendar day thereafter in which the contract is in default.

#### **INSURANCE:**

The Contractor will be required to carry the types and amounts of insurance named in the General Conditions Section of the Contract Documents.

#### **SUBCONTRACTORS:**

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract must be acceptable to the County.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the County.

#### **RIGHTS-OF-WAY:**

All rights-of-way necessary for the completion of the Contract shall be provided by Warren County. The contractor shall be required to obtain all other county, state, and/or federal permits necessary to prosecute and complete the work.

#### **GENERAL INFORMATION:**

Bidders shall inform themselves and comply with all pertinent County regulations and ordinances, State and Federal laws, licenses and tax liability, which may in any manner affect their bids and the prosecution of the work. Bidders must also comply with the Clean Air Act and the Clean Water Act, as amended. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on contractors by the State of Mississippi.

## PROPOSAL

Date \_\_\_\_\_, 20\_\_.

Proposal of

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

for all labor and materials for construction of the **2023 Warren County Striping Project – 75(349)** located in Warren County, Mississippi for the Warren County Board of Supervisors (County).

The specifications, on which this proposal is based, are those set forth in the General Conditions bound herein, and the Contract Documents and Specifications for this project are made a part hereof by reference.

**To:                   The Warren County Board of Supervisors  
                          P.O. Box 351  
                          Vicksburg, Mississippi 39181-0351**

Gentlemen:

The following proposal is made on behalf of the undersigned bidder(s) and no others. Evidence of my (our) authority to submit the proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation.

I (we), the undersigned bidder(s) certify that I (we) have carefully examined the Plans, Drawings, Specifications, and Special Provisions, and other proposed contract documents and any and all addenda thereto.

I (we), further certify that I (we) have visited and carefully examined the sites of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on the sites or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.

I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid except as provided in the specifications.

In accordance with the requirements of the Plans, Specifications, and Special Provisions, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do the work called for by the contract documents within the specified contract time for the following unit prices.

I (We) understand that the County reserves the right to award a contract based on the base bid only, or to award based on the base bid plus the additive alternate(s) (if any) or to reject all bids.

Bidder acknowledges receipt of the following ADDENDA:

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The following is my (our) itemized proposal for construction of **2023 Warren County Striping Project – 75(349)**. Bidder must bid on Base Bid and Additive Alternate(s) (if any).

Section 902

Proposal Sheet (2-A)

Project No. 75(349)  
Warren County, Mississippi

For the installation of thermoplastic pavement markings including centerline striping, edge striping, detail striping and legend markings in conjunction with raised pavement markers on approximately 18.564 miles of various county paved roadways located in Warren County, MS under Project No. 75(349), 2023 Warren County Striping Project.

I (We) agree to complete the entire project within 60 Calendar Days

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		ITEM TOTAL	
				DOLLARS	CENTS	DOLLARS	CENTS
BASE BID							
S-200-A	MOBILIZATION	1.00	LS				
S-621-A	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE) (90 MILS)	0.043	MILE				
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	34.137	MILE				
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STOP (CONTINUOUS YELLOW) (90 MILS)	196,374.00	LF				
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (120 MILS)	3,666.00	LF				
S-621-G-2	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (120 MILS)	645.00	LF				
S-621-H-1	4" WIDE THERMOPLASTIC LEGEND (WHITE) (120 MILS)	1,011.00	LF				
S-621-H-2	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	249.40	SF				
S-627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,644.00	EA				
				TOTAL BASE BID			

(I) We further propose to execute the contract agreement as shown in these Specifications within fifteen (15) days after the contract is mailed to the bidder.

(I) We agree to finish the project within the contract time established in the General Conditions and understand that the contract is subject to liquidated damages in accordance with the General Conditions bound herein.

(I) We also propose to execute a performance bond and a payment bond each in an amount not less than One Hundred Percent (100%) of the total amount of the contract as awarded. These bonds shall not only serve to guarantee the completion of the work on our part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

(I) We enclose a certified check or bid bond for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and hereby agree that in case of my (our) failure to execute the Contract and furnish performance and payment bonds and acceptable certificates of insurance within fifteen (15) days after the contracts are mailed, the amount of this bid bond will be forfeited to the County as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

Respectfully submitted,

\_\_\_\_\_  
Contractor(s)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**(to be filled in if a corporation)**

Date: \_\_\_\_\_, 20\_\_.

Our corporation is charted under the laws of the State of Mississippi and the names, titles, and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Address

### **GENERAL INSTRUCTIONS FOR BONDS**

1. The Surety on each bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Warren County Board of Supervisors.
2. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his legal signature on the line opposite the seal.
3. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of the records of the corporation that will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the contract in connection with which it is given.
8. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 580 as amended).
9. Standard AIA bond forms may be utilized in lieu of the bond forms contained in these contract documents.

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to Warren County a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **2023 Warren County Striping Project – 75(349)**.

**NOW, THEREFORE,**

a.) If said Bid shall be rejected, or in the alternate,

b.) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_,

County of \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employers or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person in the Proposed Contract; and

(5) The price or prices granted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employers, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
Title



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_,

County of \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employers or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person in the Proposed Contract; and

(5) The price or prices granted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employers, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
Title

**WARREN COUNTY, MISSISSIPPI  
NOTICE TO BIDDERS NO. 1**

**DATE:** April 3, 2023

**SUBJECT:** PROPOSALS (STRIPPED BIDS)

**PROJECT:** 2023 Warren County Striping Project  
PROJECT NO. 75(349)

When submitting a bid for this project, each bidder shall submit the entire proposal/contract documents. Stripped bids, or bids missing proposal documents, shall be considered **un-responsive** and will not be read during the bid opening.

**WARREN COUNTY, MISSISSIPPI**

**NOTICE TO BIDDERS NO. 2**

**DATE:** April 3, 2023

**SUBJECT:** FUEL ADJUSTMENT

**PROJECT:** 2023 Warren County Striping Project  
**PROJECT NO.** 75(349)

Fuel adjustments shall not apply to this contract.

**WARREN COUNTY, MISSISSIPPI**

**NOTICE TO BIDDERS NO. 3**

**DATE:** April 3, 2023

**SUBJECT:** STORAGE OF MATERIALS

**PROJECT:** 2023 Warren County Striping Project  
**PROJECT NO. 75(349)**

Storage of Materials shall not apply to this contract. Materials will be paid for when fully installed, inspected and approved by the Engineer in accordance with the specifications at unit price bid for the respective pay item incorporating the material. No pay items will be considered for pay or incorporation into the project without proper certifications and/or delivery tickets.

**WARREN COUNTY, MISSISSIPPI**

**NOTICE TO BIDDERS NO. 4**

**DATE:** April 3, 2023

**SUBJECT:** MONTHLY ESTIMATE RETAINAGE

**PROJECT:** 2023 Warren County Striping Project  
**PROJECT NO. 75(349)**

The monthly Retainage for this project shall be five percent (5%), and shall be held monthly. Retainage shall be released with the final payment after all work on the project has been completed and accepted.

## CONTRACT

This Contract made and entered into by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contractor, and the Warren County Board of Supervisors, hereinafter called the County.

### WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties agree as follows:

1. That the Advertisement for Bids, the Instructions to Bidders, the Contractor's Proposal and Proposal forms, the Project Specifications, the General Conditions, the Special Provisions, the Bid Bond, the Performance Bond, the Payment Bond, the Contract Drawings, the Notice of Award, the Notice to Proceed and addenda (if any) for the **2023 Warren County Striping Project – 75(349)** , including any and all subsequent Change Orders or Supplemental Agreements for the work to be done are hereby made a part of this Contract by reference as if fully and completely set forth herein.

2. That the work to be done, more specifically disclosed by said plans and specifications, and other contract documents, the immediate construction of which is covered by this Contract, is certain improvements at the **2023 Warren County Striping Project – 75(349)**, and described as follows:

**Supplying all labor and materials (as specified) necessary for the 2023 Warren County Striping Project – 75(349) in Warren County, Mississippi.**

3. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said plans and specifications, special provisions, and other contract documents and requirements of the County, and in accordance with laws of the State of Mississippi and Warren County and applicable federal laws and regulations, for which Warren County hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the total value of the Work complete in place, computed by multiplying the final quantities of each item of work by the contract unit prices therefore as stated in the proposal, attached hereto and made a part hereof, the sum of \$ \_\_\_\_\_ plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, as full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

4. The Contractor agrees and binds himself (itself) to indemnify and save harmless and to

defend any claims or suits against the County by reason of any claims for damages growing out of the performance of this Contract as a result of negligence on the part of the Contractor. When required by the Special Provisions, the Contractor shall furnish the County with an Owner's Protective Liability Insurance Policy in such limits as are required showing Warren County as the named insured.

5. The Contractor will commence work required by the Contract Documents on or before the date specified in the Notice to Proceed and will complete the work within the contract time specified in the General Conditions. The Contractor further agrees to pay as liquidated damages the sum of **\$300 for each consecutive calendar day thereafter as provided in the Contract Documents.**

6. That the Contract may be annulled by the County for any reasons of non-performance, default, etc.

7. Subcontractors will comply with all applicable laws and regulations pertinent to this Contract, the same as the Contractor.

8. Attached hereto and made a part of this Contract is a payment bond executed by a surety company doing business in the State of Mississippi for the sum of \_\_\_\_\_.

9. Attached hereto and made a part of this Contract is a performance bond executed by a surety company doing business in the State of Mississippi for the sum of \_\_\_\_\_.

10. This Contract shall be executed in five (5) copies, each of which shall be deemed an original on the date written below.

**IN WITNESS WHEREFORE** the parties hereto have filed their signatures this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_  
**Contractor**

**ATTEST:**

**WARREN COUNTY BOARD OF  
SUPERVISORS**

By \_\_\_\_\_

By \_\_\_\_\_  
**Kelle Barfield, President  
Warren County Board of Supervisors**

**CORPORATE CERTIFICATE**

I \_\_\_\_\_ certify that I am the Secretary of the corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_ who signed said Contract on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)



**PARTNERSHIP CERTIFICATE**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm \_\_\_\_\_; that said firm consists of himself and \_\_\_\_\_ and that he executed the foregoing instrument on behalf of said firm for uses and purposes stated herein.

**Notary Public in and for the County of**

\_\_\_\_\_ **State of** \_\_\_\_\_

**(NOTARIAL SEAL)**

**My Commission Expires:** \_\_\_\_\_

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS: that**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, (Corporation, Partnership or Individual) and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ hereinafter called **OWNER**, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

### **2023 Warren County Striping Project - 75(349)**

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed hereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time,

alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

BY: \_\_\_\_\_  
Principal

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
Attorney-in Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in the state where **PROJECT** is located.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, (Corporation, Partnership or Individual), and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ hereinafter called **OWNER**, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**2023 Warren County Striping Project – 75(349)**

**NOW, THEREFORE**, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed hereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time,

alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

BY: \_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is partnership, all partners shall execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in the state where the **PROJECT** is located.

## **GENERAL CONDITIONS**

**GENERAL CONDITIONS**  
**SCOPE OF PROJECT**

**GENERAL**

The project involves the striping and placement of raised pavement reflectors for various roadways of County roadways as designated.

All work shall be accomplished in accordance with the specifications set forth or referenced herein.

The Contractor shall conduct his operations in such a manner that soil erosion is minimized. The work shall be conducted such that a clean, graded and dressed work site is continuously maintained. Daily cleanup and maintenance shall be required if necessary to accomplish this requirement.

Prior to placement of any striping, pavement markings or raised reflective markers the contractor shall be required to clean the pavement by whatever means necessary (ie, sweeping, pressure washing, etc.) to insure proper installation in accordance with the current version of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. This shall include, but not be limited to, the removal of encroaching grass, silt, debris, etc. from the edges of the roadways. The removal of this debris will not be paid for separately, and will be the responsibility of the contractor to dispose of said material of site. The cleaning shall be performed immediately ahead of the operations with minimal time delay between cleaning and placement of thermoplastic/paint and/or raised markers. Contractor shall be required to clean the pavement additional times if determined by the Engineer that the time between the initial cleaning and placement of the pay items has allowed unacceptable amounts of dirt, debris, silt, etc. to prevent proper placement of the pay items.

The contract time for completion of the work is **sixty (60) calendar days**.

**GENERAL CONSTRUCTION PROCEDURES**

Removal and disposal of excess material generated from cleaning, grading/blading the edge of the existing roadway to expose the existing edge of pavement to allow for the new thermoplastic edge white striping shall be an absorbed item and there shall be no separate payment. This excess material, if deemed by the Engineer to be excessive, hazardous or a nuisance to private property owners, shall be removed from the project site by the contractor.

Property damage caused by the contractor shall be repaired at the contractor's expense (ie mailboxes, signs, rutting of lawns, etc.). Any damage caused to private property shall be reported to the Engineer, Engineer's Representative, and the property owner immediately.

No Trucks shall be allowed to turn around in private driveways or on private property without written permission from the individual property owner.

There shall be no separate payment for traffic control. The contractor shall perform traffic control in accordance with the latest version of the manual on uniform traffic control devices (MUTCD). Improper traffic control implementation shall result in the immediate suspension of work until the contractor can demonstrate that the proper traffic control devices, personnel, and methods are corrected to the satisfaction of the engineer.

No work shall be performed without an Inspector on site, unless authorized in writing by the Engineer. The contractor shall give the Engineer no less than forty-eight (48) hours advance notice of his proposed work schedule so that an inspector can be onsite to observe all pay item work. Any pay item work performed without the presence of an Engineer's representative shall be subject to be removed and replaced at no additional cost to the owner.

### **CONTRACT DRAWINGS**

The Contract Drawings are comprised of Construction Drawings and exhibits attached herewith.

### **CONTRACT SPECIFICATIONS**

The specifications governing all work under this contract shall be the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition.

### **AMENDMENTS TO THE STATE AID SPECIFICATIONS**

#### **Amendments to Section 100 Series - General Requirements and Covenants, Mississippi Standard Specifications for State Aid Road and Bridge Construction.**

(A) General. The General Requirements and Covenants applicable to this contract are set forth in Section S-100 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. This contract is not funded with State Aid Funds and Warren County will be the contracting agency. Therefore, the following amendments shall apply to the Mississippi Standard Specifications for State Aid Road and Bridge Construction for this contract:

- (1) All references to the State Aid Division and State Aid Engineer shall be deleted.

(B) The definitions for the below listed terms set forth in Section S-101.02 are hereby deleted and the following definitions substituted therefore:

- (1) Contract - The written agreement between the County and the Contractor setting forth the obligations of the parties there under, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the Advertisement for Bids, Instructions to Bidders, Contractor's Proposal and Proposal Forms, Contract Forms, the Standard Specifications listed herein above, Supplemental General Conditions, Special Provisions, Bid Bond, Performance Bond, Payment Bond, General and Detailed Plans, Notice of Award, Notice to Proceed and addenda if any. The contract shall also include any and all change orders and/or supplemental agreements that are required to complete the construction of the work in an acceptable manner.

- (2) Proposal Form - The approved form on which the County requires bids to be prepared and submitted for the work.
- (3) Supplemental Agreement - A written agreement on a form provided by the engineer



between the Contractor and the County, with the assent of the Contractor's Surety and approval of the Engineer, covering alterations or unforeseen work necessary for completion of the contract.

(C) Omitted

(D) Section S-102.04 shall be amended by addition of the following sentence:

Bidders shall satisfy themselves of the accuracy of the estimated quantities in the proposal form by examination of the site and review of the drawings and specifications including addenda. After bids are submitted, the Bidder's assertion that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done shall not be considered.

(E) The first sentence of Paragraph 1, Section S-102.06 is deleted and the following substituted therefore:

The bidder shall submit his proposal on the forms furnished by the County and shall enter in figures a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and extension are shown.

(F) Paragraph (a) of Section S-102.07 shall be deleted in its entirety and the following substituted therefore:

If the proposal form is on a form other than that furnished by the County, or if the form is altered or any part thereof detached.

(G) Paragraph 2 of Section S-102.08 shall be deleted in its entirety and the following substituted therefore:

If a bid bond is offered as guaranty, the bond must be on a form approved by the County, made by a surety, and must be acceptable to the Board, and signed or countersigned by a Mississippi resident agent and the bidder. Attorneys-in fact that sign bid bonds shall file with the bond a certified and effective dated copy of their power of attorney.

(H) Section S-102.14 shall be deleted in its entirety and the following substituted therefore:

At the option of the County, the successful bidder shall be required at any time before or after the award or execution of the contract to furnish a complete statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, and shall provide the Board, the Engineer, and the Engineer's geotechnical consultant with access to all sources of materials for sampling and testing to determine their quality, uniformity, and fitness for the work in accordance with the contract.

(I) Section S-103.02 shall be deleted in its entirety and the following substituted therefore:

The award of contract, if awarded, will be made within sixty calendar days after the opening of proposals to the lowest responsive and responsible bidder whose proposal complies with all the

requirements prescribed. The successful bidder shall be notified, by letter mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

(J) The second paragraph of Section S-103.04 shall be deleted and the following substituted therefore:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the lowest three responsive and responsible bidders will be returned immediately upon the opening and checking of the proposals. The retained proposal guaranty of the two unsuccessful of the three lowest bidders will be returned within fifteen days following the award of contract, and that of the successful bidder will be returned after satisfactory contract bonds have been furnished and the contract has been executed.

(K) The third sentence of Section S-103.05 shall be deleted and the following substituted therefore:

The form of the bond or bonds shall be that provided by or acceptable to the County. Attorneys-in fact that sign bid bonds shall file with the bond a certified and effective dated copy of their power of attorney.

(L) Paragraph 2 of Section S-103.06 shall be deleted in its entirety and the following substituted therefore:

Companies carrying the various types of insurance covering the contractor's operations showing types and limits of effective policies shall furnish certificates to the County. The certificates shall be acceptable to the County and duplicates or certified copies will be provided if requested by the County.

Paragraph 8 of Section S-103.06 shall be deleted in its entirety and the following substituted therefore:

All insurance herein specified shall be carried until all work required to be performed under the contract is satisfactorily completed to the satisfaction of the Engineer and the County.

(M) The last sentence in Paragraph 1, Section S-104.02.1 shall be deleted and the following substituted therefore:

The County may thereupon provide for an adjustment of the contract unit price or contract time if an engineering study warrants that the changes or conditions do so materially differ and cause inequity.

(N) The second sentence in Paragraph 2, Section S-104.02.1 shall be deleted and the following substituted therefore:

In the event that an agreement acceptable to all parties can not be reached, the Engineer may order the work to proceed in accordance with the applicable specifications and as directed, and that part of the work that the Engineer has determined to justify an adjustment of the contract unit price or the establishment of a unit price will be paid for in accordance with S-109.04.

(O) Paragraph 2 of Section S-105.01 shall be deleted in its entirety and the following substituted

therefore:

The Engineer will have the authority to suspend the work wholly or in part due to the failure of the contractor to correct conditions unsafe to the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for any conditions considered unsuitable for the prosecution of the work; or for any other reason or condition deemed to be in the public interest.

(P) Paragraph 3 of Section S-105.02 shall be deleted in its entirety and the following substituted therefore:

Any authorized alterations affecting the requirements and information given on the approved plans, or changes made on any plan or drawing upon which the contract was awarded, shall be made only with the Engineer's approval.

The last sentence of Paragraph 4, Section S-105.02 shall be deleted and the following substituted therefore:

The Engineer shall approve all working drawings, but this approval will not relieve the Contractor of any of his responsibility under the contract.

(Q) The third sentence of Paragraph 1, Section S-105.04 shall be deleted and the following substituted therefore:

In case of discrepancy, calculated dimensions will govern over scaled dimensions; the word "day" appearing anywhere in the contract shall mean calendar days; and parts of the contract will prevail in the following order:

1. Supplemental General Conditions
2. Notice to Bidders
3. Special Provisions
4. Plans
5. Standard Specifications

(R) The second sentence of Paragraph 1, Section S-105.06 shall be deleted.

(S) Paragraph 5 of Section S-105.07 shall be deleted in its entirety and the following substituted therefore:

Each Contractor involved shall assume all liability, financial and otherwise, in connection with his contract and shall protect and save harmless the Engineer and Warren County from all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of the other Contractor(s) working within the same contract limits.

(T) Section S-105.08 shall be deleted in its entirety and the following substituted therefore:

The Engineer will furnish the control data such as established points, benchmarks and base lines. The Engineer may, from time to time and at his discretion, establish other points and

benchmarks for use in controlling the work.

The Contractor shall furnish all other layout and survey work and shall establish and set at his own expense, all construction stakes, reference points, batter boards, forms, templates and other means for controlling the alignment, grades, elevations and dimensions necessary to the proper prosecution and control of the work contracted for under these contract documents and specifications.

The Contractor's layout and survey work will be subject to such checking by the Engineer at such times that the Engineer may deem necessary to confirm the accuracy of the Contractor's layout and construction stakes. Any errors found will be corrected at the Contractor's expense, and any work that is later found to be in error will be removed and replaced by the Contractor at his expense.

The Contractor will be responsible for protection from unnecessary loss or disturbance of the Engineer's control points and will be charged with expense of replacement or any mistakes resulting from the unnecessary loss or disturbance.

(U) The first sentence of Paragraph 3, Section S-105.11 shall be deleted and the following substituted therefore:

Work done or materials used without inspection by the Engineer or his authorized representative may be ordered removed and replaced.

(V) The first sentence of the last Paragraph of Section S-106.04 shall be deleted and the following substituted therefore:

The original and three copies of all Certificates of Compliance shall be furnished to the engineer.

(W) Paragraph 1 of Section 106.05 shall be deleted in its entirety and the following substituted therefore:

The Contractor shall make access available to his plant and the plant of a producer, not a party to the contract, for the Engineer or his authorized representative to inspect and test materials supplied for the project.

(X) Paragraph 2 of Section S-107.01 shall be deleted in its entirety and the following substituted therefore:

Open burning is prohibited.

(Y) The first sentence of Paragraph 2, Section S-107.04 shall be deleted and the following substituted therefore:  
Any individual, firm, or corporation wishing to make an opening in the highway or road must secure a permit from the city, county, or state agency having jurisdiction.

(Y1) Section S-107.22.1 shall be amended by addition of the following:

Where indicated on the plans, buffer zones shall be maintained between the areas to be cleared and grubbed and any uncontrolled drainage leaving the project area. The buffer zone shall consist of an undisturbed strip of existing vegetation (woodland or grass) adjacent to and down slope from areas to be cleared and grubbed. The vegetation will be used to provide filtration and trapping of sediment moving downgrade in non-concentrated flow conditions.

(Z) The second and third sentences of Paragraph 1 of Section S-107.23 shall be deleted and the following substituted therefore:

Questions or problems concerning the Act or the Rules and Regulations should be directed to the Mississippi Department of Environmental Quality.

(AA) Paragraph 1 of Section S-107.25 shall be deleted in its entirety and the following substituted therefore:

Disposition of all hazardous and toxic waste and/or containers shall be in accordance with current rules and regulations of the Mississippi Department of Environmental Quality.

(BB) Paragraph 3 of Section S-108.02 shall be deleted in its entirety.

(CC) The first sentence of Paragraph 1 of Section S-108.04.3 shall be deleted and the following substituted therefore:

The Engineer, with the approval of the Board of Supervisors, will have the authority to suspend work wholly or in part for as long as necessary because of unsuitable weather, unusually heavy traffic, or other conditions unfavorable for the satisfactory prosecution of the work, or for failure of the Contractor to carry out instructions or perform all provisions of the contract.

(DD) Paragraph 3 of Section S-108.05 shall be amended by addition of the following sentence at the end of said Paragraph:

The provision of additional equipment under these circumstances shall not entitle the Contractor to additional compensation.

(EE) Paragraph 2 of Section S-108.06 shall be deleted in its entirety.

(FF) Section S-108.7 shall be deleted in its entirety and the following substituted therefore:

Failure to Complete Work on Time. The Contract Time for the work encompassed by this contract is **Sixty (60) Calendar Days.**

Should the Contractor fail to complete the work within in the contract time stipulated herein above, or

within the extended time as may have been specifically been allowed under the provisions of S-108.04.3 or S-108.06, **a sum of money equal to \$300.00 per calendar day** shall be deducted as liquidated damages from funds due the Contractor for each calendar day by which the contract time is exceeded. The daily charge set forth above for liquidated damages is based on and is approximately the average cost to the County for maintaining engineers, inspectors, and other employees on work of the applicable magnitude and for making necessary trips to inspect the quality and progress of the work. The deduction is hereby agreed upon as liquidated damages for the loss to the County on account of the additional expense of maintaining engineers, inspectors, and other employees on the work and for making necessary trips to inspect the quality and progress of the work after the expiration of the contract time. The deduction for additional engineering expenses will be made from any money due the Contractor under the contract. The Contractor and his Sureties shall be liable for any liquidated damages in excess of any amount due the Contractor. Permitting the Contractor to continue to finish the work after the time fixed for its completion shall in no way operate as a waiver on the part of the County of any of its rights under the contract.

(GG) Section S-109.06.1 shall be deleted in its entirety and the following substituted therefore:

The Engineer will authorize monthly estimates provided the amount due on completed work is at least \$1,500.00 exclusive of advancement on materials, or \$3,000.00 including advancement on materials. The contractor to the engineer shall submit the monthly estimate by the twenty-fifth day of the month for work completed during the pay period beginning the twenty-sixth day of the previous month. The estimates shall be prepared and submitted by the Contractor on forms acceptable to the Engineer.

(HH) The second sentence of Paragraph 2 of Section S-109.06.2 shall be deleted and the following substituted therefore:

Advance payments will not be allowed for borrow material, topsoil, or granular materials.

(II) Paragraph 1 of Section S-109.10 shall be deleted in its entirety and the following substituted therefore:

The Contractor may, with the written consent of the surety, withdraw the whole or any portion of the amount retained by the County under the provisions of S-109.06.3, by depositing certain securities with the County as provided for and in accordance with the provisions of Section 31-5-15 Mississippi Code, 1972.

Paragraph 3 of Section S-109.10 shall be deleted in its entirety and the following substituted therefore:

It will be the responsibility of the County to handle the proper exchange of information as to funds being held as retainage, records of deposits, and permissible release of deposit.

(JJ) Section S-109.11 shall be deleted in its entirety and the following substituted therefore:

When the Engineer has determined the Contractor has performed all of the work in accordance with the terms of the contract, and that all test reports are on file, he will so notify the Board of Supervisors and recommend that the work be accepted. Upon on approval to do so by the Board of Supervisors, the County will formally accept the work in writing and a copy of said letter will be furnished to the Contractor.

Whenever the work provided for in the contract shall have been completely performed on the part of

the Contractor and all parts of the work have been approved by the Engineer and accepted by the County, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary final measurements and computations can be made. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final acceptance. The County at their discretion may withhold final payment until receipt from the Contractor's surety of a statement consenting to the release of a part or all of the retainage.

The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the County from all claims or liabilities under the contract for anything done, furnished or relating to the work under the contract, or for any act of neglect of said District relating to or connected with the contract.

(KK) Section S-110 shall be deleted in its entirety.

**SPECIAL PROVISION**  
**901-S-104-1**  
**WARREN COUNTY PROJECT NO. 75(349)**  
**2023 Warren County Striping Project**  
**WARREN COUNTY**

Date: April 3, 2023

Subject: Scope of Work

Section S-104 of the 2004 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction is hereby amended as follows:

901-S-104.01.1 – Scope of Work. The work to be accomplished under the Contract shall include the following:

**2023 Warren County Striping Project – 75(349), which consists of the installation of thermoplastic pavement markings including centerline striping, edge striping, detail striping and legend markings in conjunction with raised pavement markers on approximately 18.564 miles of various county paved roadways located in Warren County, MS, known as:**

<b>Bellaire Drive</b>	<b>Blossom Lane</b>	<b>Culkin Ramp</b>	<b>Freetown Road</b>
<b>Glass Road</b>	<b>Indiana Avenue</b>	<b>Mallet Road</b>	<b>Mt Alban Road</b>
<b>Nine Mile Cutoff Rd</b>	<b>Paxton Road</b>	<b>Redbone Road</b>	<b>Sherman Avenue</b>
<b>Tiffintown Road</b>			

Contract Time established for the contract shall be measured in “Calendar” days. The contract time established for completion of all work is **Sixty (60) Calendar Days**.



**SPECIAL PROVISION**  
**901-618-1**  
**WARREN COUNTY PROJECT NO. 75(349)**  
**2023 Warren County Striping Project**  
**WARREN COUNTY**

DATE: April 3, 2023

SUBJECT: MAINTENANCE OF TRAFFIC

During the construction of the above captioned project the contractor will be required to maintain at least one lane of traffic open at all times and allow passage of local traffic maintaining driveway access.

The contractor will be required to maintain the roadway in a safe and convenient condition as to avoid unnecessary inconvenience to the local traffic including the use of flagmen, the erection of lighted barricades and warning signs, or other items as necessary, all in accordance with Part VI of the Manual of Uniform Traffic Control Devices, latest edition.

Traffic may be held up only temporarily, between asphalt shots, during tack coats or during placing of asphalt surface. Concrete sand, to be used as a blotting material after the asphalt prime is placed to restore traffic, may be required. No extra payment will be allowed for the blotting material.

No separate payment will be made for Maintenance of Traffic. All costs associated with this item shall be absorbed in the other pay items.

Failure to provide and maintain adequate traffic control in accordance with the Manual of Uniform Traffic Control Devices shall be just cause for the Engineer and/or his representative to suspend work on the project until the deficiencies are corrected.