

State of Mississippi

BOARD OF CONTRACTORS

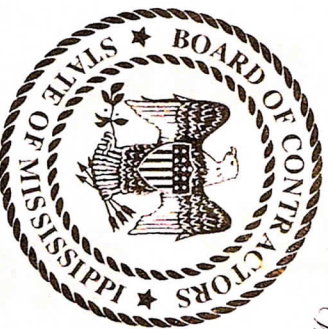
ACTIVE

CENTRAL ASPHALT CO., INC.
1208 NATIONAL STREET
VICKSBURG, MS 39180

is duly registered and entitled to perform

- 1) CLEARING, GRUBBING, SNAGGING 2) CRACK SEALING/PAVEMENT SEALANTS
3) DRIVEWAYS, PARKING AREAS, ASPHALT/CONCRETE 4) EXCAVATION, GRADING &
DRAINAGE
5) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 6) PAVING
7) RETENTION SYSTEMS

(We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 9 day of Jul., 2022



CERTIFICATE OF RESPONSIBILITY

No. 11293-MC

Expires Jul. 9, 2023

Joel A. Canfield,

CHAIRMAN OF THE BOARD

“BID ENCLOSED”

Sealed Bids for the **2022 STREET PAVING PROJECT – GROUP 1, - VICKSBURG, MISSISSIPPI**

Bid Opening – October 25, 2022

Bid Submitted by: Central Asphalt Co., Inc.
Address of Bidder: 1208 National St.
Vicksburg, MS 39180

Enclosed Bid Signed By: Greg Hayes - President

Certificate of Responsibility No. 11293-MC
State License No. 11293-MC

To: THE CITY OF VICKSBURG
1401 WALNUT STREET
VICKSBURG, MS 39180

Date: 10/25/2022

BIDS DUE: 9:00 AM

BIDS OPEN: 10:00 AM



2022 STREET PAVING PROJECT – GROUP 1, VICKSBURG, MISSISSIPPI
City of Vicksburg

Project documents obtained from www.CentralBidding.com

13-Oct-2022 09:32:11 AM

CITY OF VICKSBURG, MISSISSIPPI
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
2022 STREET PAVING PROJECT
GROUP 1

MAYOR

GEORGE FLAGGS, JR.

ALDERMEN

MICHAEL A. MAYFIELD, JR.

ALEX MONSOUR

PROJECT ENGINEER

AJA MANAGEMENT & TECHNICAL SERVICES

WAGGONER ENGINEERING, INC

CITY OF VICKSBURG
DEPARTMENT OF ENGINEERING AND PUBLIC WORKS
CITY HALL
1401 WALNUT STREET
VICKSBURG, MISSISSIPPI



9/20/22

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ADVERTISEMENT FOR BIDS
2022 STREET PAVING PROJECT
GROUP 1
CITY OF VICKSBURG, MISSISSIPPI

Sealed bids will be received in the office of the City Clerk, 1401 Walnut Street, Vicksburg, Mississippi, 39180 of the City of Vicksburg, Mississippi (The Owner) until 9:00 a.m., local time, on October 25, 2022. They will be publicly opened and read aloud by the Mayor and Aldermen of the City of Vicksburg in a Board Meeting at 10:00 a.m., October 25, 2022 for supplying all labor and materials necessary for the construction of the 2022 STREET PAVING PROJECT – 4 STREETS , VICKSBURG, MISSISSIPPI (the Project).

The project consists of providing services for milling, repair of base failures, asphalt overlay, installation of curb and gutter, adjusting of castings, gratings, and utility appurtenances, and necessary traffic control to safely perform construction items. The project is located on Indiana Avenue, Porters Chapel Road, Old Halls Ferry Road, and Harrison Street.

Bidders must be qualified under Mississippi Law and have a Certificate of Responsibility issued by the Mississippi State Board of Public Contractors. Non-resident bidders must include a copy of the non-resident contractor's current state law.

A Pre-Bid will be held at the offices of AJA Management at Waggoner Engineering, 1414 Washington Street, Vicksburg, Mississippi 39180 at 10:00 a.m. Tuesday, October 11, 2022.

Bidders are cautioned that the City Clerk does not receive the daily U.S. Mail on or before 9:00 a.m. Bids will be time-stamped upon receipt according to City Clerk's time clock.

Each bid must be accompanied by a certified check of the bidder, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the Bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, in the amount of five percent (5%) of the base bid.

Bidders shall also submit a current financial statement, if requested by the City of Vicksburg. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The duration of construction is 90 calendar days after the issuance of Notice to Proceed and the liquidated damages will be \$1,200 per consecutive calendar day past the approved completion date.

Plans, Specifications, and Contract Documents are on file and open to public inspection at the City of Vicksburg Administrative Office, 1401 Walnut Street, Vicksburg, MS 39180. Bid documents will contain instructions for bidding by both sealed envelope and electronic means. Bidders are cautioned to read all instructions carefully.

Bid documents are being made available via paper copy or digital copy through www.centralbidding.com. Plans can be viewed for no charge or physically purchased at this website location. All plan holders are required to have a valid e-mail address to register for an account and log in at www.centralbidding.com. Purchased bid documents are non-refundable and must be purchased through the website.

The City of Vicksburg strongly encourages the use of Minority, Women Owned and Disadvantaged Business Enterprises in the performance of the work.

The Owner reserves the right to reject any and all bids and to waive informalities. Bids on the Project must be received on or before the period scheduled for the Project and no bid can be withdrawn after the scheduled closing time for the Project for a period of sixty (60) days.

BY ORDER OF THE MAYOR AND ALDERMEN ON _____

Signed by _____

PUBLICATION DATES:

September 21, 2022 and September 28, 2022

CHANGE ORDER

Order No. _____
Date: _____
Agreement Date: _____

NAME OF PROJECT: _____
OWNER: _____
CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:
See Attached Amendment

Justification: To reflect actual quantities used.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased)
by \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required: _____

To be effective this Order must be approved by the City of Vicksburg if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____

Recommended by _____

Ordered by: _____

Accepted by: _____

City of Vicksburg Approval (where applicable) _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement

dated _____, _____ on or before _____, _____.

The date of completion of all WORK is therefore before _____, _____.

By: _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of _____, _____

By _____

Title _____

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2022.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
the _____ day of _____, _____.

By _____

Title _____

SPECIAL NOTICE TO CONTRACTORS

Mississippi Standard Specifications For Road and Bridge Construction, State Highway Department, 1990 Edition for asphalt and latest Edition for all other items, shall be used for the construction of this project and are made a part hereof duly and completely as if attached hereto except where superseded by Special Provisions as amended by revisions of the Specifications contained herein. All references to the State Highway Commission of Mississippi or the State Highway Department of Mississippi shall be amended to read: The Board of Mayor and Aldermen of the City of Vicksburg, Mississippi and/or its authorized representatives as indicated by the context.

Temporary traffic stripe will be required in accordance with the specifications and will be cost absorbed in other related items.

INSTRUCTIONS TO BIDDERS

DATE AND PLACE OF OPENING PROPOSALS: The date, time, and place for opening proposals will be as set out in the published "Advertisement for Bids".

The City reserves the right to postpone the date for presentation and opening of proposals and will give notice of any such postponement to each prospective bidder.

FORM FOR PROPOSALS: All proposals must be submitted on the forms furnished by the City and shall be addressed to:

THE CITY CLERK
CITY HALL
VICKSBURG, MISSISSIPPI

The outside of the envelope shall bear the inscription, "Sealed Bid for _____

2022 STREET PAVING PROJECT – GROUP 1

BY _____.

Certificate of responsibility No. _____, State License No. _____.

Proposals shall be prepared in accordance with the requirements set out in Section 2 of the General Provisions.

CERTIFICATE OF RESPONSIBILITY: Prior to filing bids on City 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.

In accordance with the laws of the State of Mississippi, each Contractor submitting a bid must show on the face of the envelope containing the bid, his Certificate of Responsibility Number if the bid is \$50,000.00 or more or if the bid is less than \$50,000, a statement that the bid does not exceed \$50,000.

E-Verify: Contractor must show proof of compliance with the provisions of Sec. 71-11-3 of the Miss. Code of 1972, as amended, regarding the status verification of all employees. (e-verify)

NON-RESIDENT BIDDERS: A non-resident bidder must include with his bid a copy of his resident state's current preference law, if any, pertaining to such state's treatment of non-resident contractors. Any bid submitted by a non-resident contractor which does not include the non-resident's current state law will be rejected and not considered for award.

LICENSE: In addition to the Certificate of Responsibility, the Contractor must have all applicable certificates and privilege licenses as required by state law and local ordinance.

CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS: Prospective bidders may obtain one set of the plans and a bound copy of the book containing the proposal forms, specifications and other contract documents from AJA Management & Technical Services, 912 North West Street, Jackson, Mississippi, 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 specifications

In the event all bids are rejected and the project is readvertised, the original bidders shall be entitled to free proposals for the second letting.

OMISSIONS AND DISCREPANCIES; Should a bidder find discrepancies or omissions in the plans and specifications, or should he be in doubt as to their meaning, he should at once notify the Engineer who may issue a formal addendum or send a written interpretation to all bidders.

MODIFICATIONS; Prior to the date set for opening bids, the right is reserved, as the interests of the City of Vicksburg may require, to revise or amend the plans and specifications or special provisions. Such revisions and addenda, if any, will be issued in accordance with section 31-7-13 of the Mississippi Code, as amended

INTERPRETATIONS; No oral interpretation made to any bidder as to the meaning of the plans and specifications or special provisions, shall be considered an effective 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 for a formal decision which will be given in writing to all prospective bidders.

PROPOSAL GUARANTY; All bids shall be accompanied by bid security in the form of cash, cashier's check or certified check 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 order of the City of Vicksburg, Mississippi, in an amount equal to Five percent (5%) of the bid. The bid security must be enclosed in the same envelope with the bid.

GENERAL INFORMATION; Bidders shall inform themselves and comply with all pertinent City 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.

Special attention is directed to the rules and regulations published by the, State Board of Contractors, outlining certain taxes imposed on contractors by the State of Mississippi.

GENERAL PROVISIONS

SECTION 1 DEFINITION OF TERMS

1-01 DEFINITION OF TERMS; Whenever in these specifications and in the contract, or in any documents or instruments pertaining to construction when these specifications govern, the following terms are used, the intent and meaning shall be interpreted as follows:

1-02 STATE; State of Mississippi

1-03 COUNTY; The County of Warren in the State of Mississippi

1-04 CITY OF VICKSBURG; The Mayor and Aldermen of The City of Vicksburg, Mississippi

1-05 THE BOARD; The Board of Mayor and Aldermen of the City of Vicksburg.

1-06 THE DIRECTOR OF PUBLIC WORKS; The Director of Public Works of the City of Vicksburg or his authorized representative.

1-07 ENGINEER; AJA Management employed by the City of Vicksburg, Mississippi, acting directly or through an assistant or representative.

1-08 BIDDER; Any individual, firm, partnership, or corporation, properly qualified, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1-09 CONTRACTOR; The individual, partnership, firm or corporation executing a contract, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work.

1-10 SUPERINTENDENT; Executive representative of the Contractor, authorized to receive and fulfill instructions from the Engineer, and who is capable of supervising and directing the construction.

1-11 SUB-CONTRACTOR; Any individual, firm, partnership, or corporation to whom the Contractor, with written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.

1-12 SURETY; The corporate body or individuals qualified under the laws of Mississippi, who are bound by the performance bond with and for the Contractor and which engage to be responsible for the entire and satisfactory fulfillment of the contract and for the payment of all debts incurred in fulfilling the contract.

1-13 THE PROPOSAL; The written offer of the Bidder to perform the contemplated work, furnish the necessary materials, when submitted on the prescribed proposal form supplied by the City and properly signed and guaranteed.

1-14 PROPOSAL GUARANTY; Bid security accompanying each separate proposal consisting of cash, cashier's check, certified check or bid bond in the amount equal to five percent (5%) of the total amount of bid, made payable to the City.

1-15 PLANS; The official approved plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the locations, character, dimensions, and details of the work to be done, which are to be considered as a part of the contract supplemental to these specifications, and which are identified in the proposal form.

1-16 WORKING DRAWINGS; Stress sheets, shop drawings, erection plans, falsework plans, formwork plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data required of the Contractor for submission to the Engineer for approval.

1-17 SPECIFICATIONS; The directions, provisions, and requirements contained herein, or supplemented, together with all written agreements and all documents made or to be made, setting out or relating to the method and manner of performing the work, or to the quantity and quality of material and labor to be furnished under the contract.

1-18 SPECIAL PROVISIONS; Specific directions and provisions additional to the specifications, setting forth conditions or requirements peculiar to the project under consideration, and which will govern over both plans and the specifications.

1-19 CONTRACT; The written agreement between the Contractor and the City governing the performance of the work and the furnishing of labor, materials, tools, equipment, and incidentals necessary for the construction of the work. The contract documents shall include the Notice to Contractors, Proposal, Plans, Specifications, Special Provisions, and Contract Bond. It shall also include any and all supplemental agreements required to complete the construction of the work in a substantial and acceptable manner.

1-20 PERFORMANCE BOND AND PAYMENT; The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the contract, and for the payment of all legal debts pertaining to the construction of the project. Surety Company is to be authorized to do business in the State of Mississippi.

1-21 SUPPLEMENTAL AGREEMENT; A written agreement between the Contractor and the City with the assent of the Contractor's surety covering alterations or unforeseen work necessary for the completion of the project.

1-22 MINOR STRUCTURES; All structures not classed as bridges or culverts. They shall include inlets, catch basins, manholes, retaining walls, etc.

1-23 EQUIPMENT; All machinery, equipment, tools, and incidental items required for the proper construction of the work, together with the necessary supplies for the satisfactory maintenance of the equipment.

1-24 LABORATORY; The official testing laboratory designated by the City.

1-25 CONTRACT TIME; The number of days shown in the Proposal, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract.

1-26 WORKING DATES; Any calendar day, except as listed hereinafter, between the date for beginning work, as fixed by the official work order, and the date of acceptance when the condition of the weather or soil will permit the performance of the major item or items of work for a continuous period of not less than eight (8) hours or more during the working hours of a calendar day.

The following days, occurring between the date fixed for beginning work and the date of acceptance, will not be charged as working days.

- (1) Sundays, and all State recognized legal holidays. When holidays fall on Sundays, the Monday following shall be considered as a holiday.
- (2) Any and all days wherein the work is suspended through causes directly attributable to the City or its authorized representative.
- (3) Saturdays, when the Contractor does not perform any work because of overtime in excess of forty (40) hours accumulated during the week.
- (4) All days during maintenance periods when the Specifications or Special Provisions require definite maintenance periods for certain items of work.

1-27 DEFINITION OF ALPHABETICAL TERMS;

A.A.S.H.O	American Association of State Highway Officials
A.S.T.M	American Society for Testing Materials
A.S.A.	American Standards Association
S.A.E	Society of Automotive
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
A.W.P.A.	American Wood Preservers Association
M.S.H.D.	Mississippi State Highway Department
A.S.M.E.	American Society of Mechanical Engineers
N.E.M.A.	National Electric Manufacturers' Association

1-28 EQUALS: Whenever in these contract documents a particular brand, make of material, devise, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device, or equipment, which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted by the Engineer as a substitute, provided that all materials and workmanship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2-01 ADVERTISEMENT FOR BIDS; In conformity with State law, the City will publish a "Notice to Contractors" requesting bids and such advertisement for bids will become one of the contract documents if award is made.

The advertisement will state the time and place for submission of sealed bids upon designated projects or sections of projects; the location and description of the proposed work; approximate estimate of the quantities of the principal items and kinds of work to be performed, or materials to be furnished, with a schedule of pay items for which unit bid prices are asked. The Advertisement for Bids will specify the contract time; and furnish instructions to bidders regarding proposal forms, basis of award, proposal guaranty required, plans, specifications, special provisions, labor requirements, if any, and other pertinent information.

The quantities shown in the advertisement are to be considered approximate only and may be amended, to include additional quantities or items or exclude quantities or items, before bids are to be received.

2-02 CONTENTS OF PROPOSAL FORMS; Qualified bidders will be furnished with a bound book containing the specifications and the proposal forms, which will state the locations and description of the contemplated construction and will show the preliminary estimate of various quantities and kinds of work to be performed, or materials to be furnished, with a schedule of items for which unit prices are asked. The proposal form will stipulate the contract time allowed for completion of the work. The plans and specifications, in force at the time of receipt of bids, and the special provisions and other contract documents will be considered a part of the proposal whether attached or not.

2-03 INTERPRETATION OF ESTIMATES; The quantities listed in the proposal forms are to be considered as approximate and are to be used for the comparison of bids, but these quantities are not guaranteed to be accurate and are furnished without any liability on the part of the City. Payments to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract.

The City reserves the right to increase or decrease any or all of the items of work shown in the estimate or the proposal; subject to the limitations set forth in Section 4-02 of these General Provisions. Any alterations made concerning the quantities shall in no way invalidate the contract or the bid prices, except as hereinafter provided.

2-04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK; The bidder is required to examine carefully the site of the project and the proposal, plans, specifications, special provisions, and form of the contract to be executed by him in the event of the acceptance of his proposal. The submission of a proposal by any bidder will be considered as a prima facie evidence that he has made such an examination and that he is satisfied as to the conditions to be encountered both as regards the physical aspects of the project, the character and quantities of work to be performed and materials to be furnished; and also that the bidder understands the requirements imposed by the plans, specifications, special provisions, and the contract, and all Federal, State and local laws in any way governing or affecting him and his operations.

2-05 PREPARATION OF PROPOSAL; Unless otherwise specified, only proposals submitted on the forms furnished by the City will be considered. Except in the case of alternate items, the Bidder must correctly fill in the spaces for each and every item, (written in ink, both in words and numerals), the unit prices for which he proposes to do the work contemplated or to furnish materials. In case of conflict, the words will govern over figures. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Failure to properly sign proposals will disqualify same.

2-06 REJECTION OF BIDS; Bids may be rejected in the case of any omission, alterations of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures, or irregularities of any kind. Proposals received, conditioning their consideration or rejection upon proposals for other work submitted by the same Bidder may be classed as irregular unless the special provisions specifically invite or permit conditional or combination bids. Proposals in which the prices obviously are unbalanced may be rejected.

2-07 BID GUARANTY; Bids will not be considered unless accompanied by cash, cashier's check, certified check, or bidders bond, made payable to the City of Vicksburg, Mississippi, in an amount not less than Five (5) percent of the total amount of the proposal offered, as evidence of good faith and as a guaranty that if awarded the contract the Bidder will execute the contract and give contract bond as required by law.

If Bidder's Bond is offered as guaranty, the bond must be on a form approved by the City, made by a surety company qualified and authorized to transact business in the State of Mississippi, and must be acceptable to the City.

2-08 DELIVERY OF BIDS; No bid will be accepted or considered which has not been received at the office of the City Clerk prior to the hour and date set forth in the advertisement for bids.

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2-09 WITHDRAWAL OF BIDS; A bidder may withdraw his bid provided the request, in

writing, is in the hands of the City Clerk by the time set for opening the bids. When such bid is reached, it will be returned to the bidder unopened.

2-10 PUBLIC OPENINGS OF BIDS; Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized agents are invited to be present.

2-11 DISQUALIFICATION OF BIDDERS; The Board of Mayor and Aldermen will not consider more than one bid, on any single project, from an individual, a firm or partnership, a corporation, or an association under the same or different names. Reasonable grounds for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids on which such Bidder is apparently interested. Any or all bids may be rejected. If there is reason for believing that collusion exists among bidders, none of the participants in such collusion will be considered in the current or in future bids. Contracts will be awarded only to responsible bidders capable of performing the class of work contemplated and having sufficient resources and finances to carry on the work properly.

2-12 COMPETENCY OF BIDDERS; Bidders must be capable of performing the various items of work bid upon. The low bidder may be required to submit the following information to the City Board if requested:

- (1) A statement of his experience in similar work.
- (2) A financial statement as of the date of the end of the last full quarter immediately preceding the date of opening of bids.
- (3) A certification that he has not failed to satisfactorily perform any previous contracts with the City.
- (4) A list of the principal items of equipment and machinery which he proposes to use on the work, giving the make, model, capacity, size, age and general condition of all such equipment and machinery.
- (5) A list giving the names and years of experience of the key personnel he expects to assign to the work.
- (6) A certification that all bills due for furnishing labor, equipment and supplies on contracts in force at the time of opening of bids are paid or are satisfactorily settled.

2-13 JOINT BIDS; When two or more persons, firms, or corporations tender a joint proposal, each of said persons, firms, or corporations shall comply with the requirements for pre-qualification before a bid package will be issued to them. Joint bids shall be fully executed by all interested parties by and for each of the persons, firms, or corporations interested in said joint bid, by the individual or officers authorized to enter into contracts for such firms or corporations. In the event of award of a joint bid, each person, firm or corporation shall assume jointly and severally the full obligation under the contract and performance bond

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-01 CONSIDERATION OF BIDS; After the proposals are opened and publicly read, the bid prices will be checked and tabulated as soon as possible. Comparison of acceptable bids will be based on the corrected summation of the extensions for each item at the unit prices bid. The results will then be made public. The City reserves the right to reject any or all proposals or to waive minor irregularities and technical errors which do not detract from the best interests of the City.

3-02 AWARD OF CONTRACT; The award of the contract, if made, will be within thirty (30) days after the date of the opening of bids. In no case will an award be made until all necessary investigations are completed concerning the qualifications of the bidder whose proposal is considered to be the lowest and best bid. The award of contracts financed in part by State or Federal funds is contingent upon the concurrence and approval of the State or Federal agency involved. Notice of the award will be published and the bidder officially notified by letter mailed to the address given in his proposal.

3-03 RETURN OF PROPOSAL GUARANTIES; All bid bonds will be retained by the City Clerk until after the successful bidder has executed the contract and furnished a performance bond. Bid security in the form of certified checks, cashier's checks or cash will be returned within fifteen (15) days following the award of the contract, except that of the successful bidder, which will be returned after a satisfactory bond has been furnished and the contract has been executed.

In the event no award is made within fifteen (15) days after the opening of bids, the City Board may permit the successful Bidder to substitute a satisfactory Bidder's Bond as a guaranty in lieu of a certified check, cashier's check or cash submitted with his proposal.

Should no award be made within thirty (30) days, all bids will be rejected and the proposal guaranty returned to the individual bidder, unless the lowest responsible bidder, at the request of the City, agrees to a longer delay.

3-04 REQUIREMENT AND PAYMENT OF PERFORMANCE BOND; In order to insure the faithful performance of each and every condition, stipulation and requirement of the contract and to indemnify and save the City harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful Bidder, to whom the contract is awarded, shall within ten (10) days from the date of award, furnish and deliver a performance and payment bond in an amount not less than the full amount of the contract. Such bond will not be acceptable unless the surety is a reputable surety company, authorized to do business in the State and satisfactory to the City. Such bond shall be made on a form approved by the City and must be signed or countersigned by a Mississippi resident agent who has filed with the City such papers as are necessary to show himself qualified for the execution of such instruments.

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In order to assure the prompt payment of all persons supplying labor or material used in the

prosecution of the work specified in the contract, the contractor to whom that contract is awarded, shall furnish and deliver to the City, within 10 days from the date of award, a bond in an amount not less than the full amount of the contract.

When specifically required by the special provisions, the contractor shall furnish and deliver to the City any additional Bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the City on particularly hazardous projects.

3-05 EXECUTION OF CONTRACT; The person, firm, or corporation to whom or to which the contract has been awarded, shall sign all necessary documents required by said contract with the City and return them to the City Clerk at Vicksburg, Mississippi, within ten (10) days after the Bidder has received notice that the contract has been awarded. The Contract, Payment Bond and Performance Bond shall be executed only on the forms prepared and furnished by the City.

3-06 APPROVAL OF CONTRACT; No contract is binding upon the City until it has been executed by the Mayor and City Clerk, acting under the authority of the City Board and in conformity with its orders. The date of the execution of the contract will be the date on which it is signed by the Mayor and City Clerk.

3-07 FAILURE TO EXECUTE THE CONTRACT; Failure to execute the contract and file an acceptable bond as provided herein shall be just cause for the annulment of the award and the forfeiture of all or any portion of the proposal guaranty, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised.

SECTION 4

SCOPE OF WORK

4-01 INTENT OF PLANS AND SPECIFICATIONS; The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor shall undertake to do in full compliance with the plans and specifications and in conformity with the General and Special provisions and the terms and conditions of the Contract. The Contractor shall do all work including such incidental work as may be reasonably implied as being necessary to complete the project in a satisfactory and acceptable manner. He shall furnish, unless otherwise provided for in the contract, all materials, supplies, equipment, tools, labor and incidentals necessary to prosecute and complete the work.

4-02 CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK; The quantities of unit pay items listed in the proposal form are to be considered approximate only. The Engineer reserves the right to make such alterations in the plans or in the extent of the work as he may consider desirable or necessary during the progress of the work to satisfactorily complete the proposed construction.

The Engineer may, under this reservation, increase or decrease any or all of the quantities of pay items as set out in the proposal, or delete certain items of work from the contract, provided however that the total value of such increases or decreases, whether applying to one or more than one item, does not increase or decrease by more than twenty-five (25%) percent the total amount of the contract as determined from the sum of the preliminary values in the proposal.

It is understood that variations in quantities, within the above limitations, shall not be considered as a waiver of any conditions of the contract, nor invalidate the Contractor's proposal and the Contractor shall perform the work as increased or decreased for the unit contract prices as bid.

In the event that the value of the original contract is increased or diminished by more than the permissible twenty-five (25%) percent margin, or in special cases where the Engineer considers it necessary to alter or revise the plans and/or the specifications, thereby increasing the Contractor's cost of labor, materials, and equipment, the Contractor may submit a request for an adjustment of the contract unit price or prices for the affected items. Any such claim shall be presented in writing before the work is performed and shall be thoroughly and completely supported by a detail breakdown, showing the comparative cost of the materials, labor, supplies, equipment, overhead and profit of both the original and the revised items of work. The Engineer will thereupon promptly investigate the Contractor's claim, and if found justifiable, an equitable adjustment in the contract unit price will be negotiated for the item or items affected and the contract modified by a formal Supplemental Agreement to be executed by and between the City and the Contractor, with the approval of his Surety.

If the parties to the contract fail to agree on the adjusted unit price or prices, the City reserves the right to order the items of work as revised, performed on a force account basis with compensation to be allowed as set forth in Section 9-04.

4-03 EXTRA WORK; Unforeseen work necessary to the proper completion of the project for which no quantities or prices were given in the proposal or contract, shall be called extra work and shall be performed by the Contractor when so directed in writing by the Engineer. Extra work shall be performed by the Contractor in accordance with the specifications in a proper and workmanlike manner and under the supervision of the Engineer.

Prices for extra work shall be itemized and covered by a Supplemental Agreement submitted by the Contractor and approved by the City prior to the actual starting of such work. Should the parties be unable to agree on unit prices for the extra work, or if this method is impractical, the Engineer may instruct the Contractor to proceed with the work by force account as hereinafter provided.

Extra work will be paid for at the unit prices or lump sum stipulated in the written Supplemental Agreement executed between the Contractor and the City. If the parties are unable to agree on the prices for extra work, then in lieu of a Supplemental Agreement the Contractor shall perform such work on a force account basis and will be compensated as set forth in Section 9-04 of these General Provisions.

4-04 FINAL CLEANING UP; Upon completion of the work and before acceptance of the project, the Contractor, at his own expense, shall clean the entire area and all ground occupied or used by him of all equipment, rubbish, stumps, debris, and all form of objectionable matter and all surplus materials that are not expressly reserved by the Engineer for the use of the City, and shall leave the area in a clean, neat, and presentable condition. No materials cleared from the area shall be deposited on property adjacent to the project without the consent of the owner and the Engineer. The Contractor, at his own expense, shall restore, replace, or settle in an acceptable manner for all property, both public and private, damaged by him during the prosecution of the work.

SECTION 5

CONTROL OF WORK

5-01 AUTHORITY OF ENGINEER; The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of said work. He shall decide all questions which may arise as to the interpretation of the specifications, or plans relating to the work, and the fulfillment of the contract on the part of the Contractor, and all questions as to the rights of different contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract. The Engineer is not authorized to change the contract unit prices or the basis of compensation agreed to by the City for extra work, or waive any rights of the city under the contract.

5-02 PLANS AND WORKING DRAWINGS; The contract plans, in general, will show such details as are necessary to give a comprehensive idea of the construction contemplated. Plans will show alignment, grades, typical sections, and details of all structures and installations and other related data necessary to give a clear conception of the proposed work.

The Contractor will be furnished, at City expense, with two copies of the contract plans. One copy of the plans shall be kept available on the job by the Contractor until completion of the work.

The Contractor shall furnish the Engineer such blue print copies of supplementary plans or working drawings as may be required for approval and construction purposes, and any materials ordered or work performed prior to approval of such drawings by the Engineer shall be at the Contractor's risk. The Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. They shall include shop details, erection plans, masonry layout diagrams, and bar bending diagrams for reinforcing steel, approval of which, by the Engineer, must be obtained before any work involving these plans shall be performed.

Plans for cribs, cofferdams, falsework, centering and form work may also be required and in such case shall be subject to approval unless approval is waived by the Engineer. It is expressly understood that approval by the Engineer of the working drawings relates only to acceptance of the character and sufficiency of the details and such approval will not relieve the Contractor from responsibility for errors, or any responsibility whatever, including adequacy or safety of falsework, cofferdams, or other temporary work.

The Contractor will not be allowed extra compensation for the furnishing of the supplementary working plans or drawings, the cost of the same being included in the contract price bid. If required, the original tracings of such drawings shall be supplied to the Engineer.

5-03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS; The finished work shall in all cases, conform to the lines, grades, cross-sections, and dimensions shown on the approved plans. Any deviations from the approved plans and working drawings as may be required by the exigencies of construction must be approved by the Engineer and authorized in writing, except for the permissible tolerances allowed by the specifications and minor adjustments in plan details verbally ordered by the Engineer to fit field conditions.

5-04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS: The plans, specifications, and special provisions and all supplementary plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over specifications, and special provisions shall govern over both plans and specifications.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his interpretation and the Engineer will make such corrections and decisions as may be deemed necessary to carry out the intent of the plans.

5-05 COOPERATION OF CONTRACTOR; The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between the contractors.

The Contractor shall at all times have on the work, as his agent, a competent representative, capable of reading and thoroughly understanding the plans and specifications. He shall be thoroughly experienced in the type of work being performed, and he shall be instructed to readily receive instructions from the Engineer or his authorized representative. The Contractor's representative in charge shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, equipment, tools, labor and incidentals as are necessary to carry on the required work.

5-06 COOPERATION BETWEEN CONTRACTORS; If separate contracts for grading work, base courses, pavements, bridges or structures are let within the limits of any one project, such contractors shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with or hindrance of the progress or completion of the work being performed by other contractors within the limits of the same project.

contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project. He shall assume full responsibility for all of his portion of the work not completed or accepted because of the presence and operations of other contractors.

The Contractor shall as far as possible arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as directed.

5-07 CONSTRUCTION STAKES; The Engineer will furnish and set the necessary stakes on the ground to mark the center line location of the work and will establish at convenient points bench marks of given elevations for the horizontal and vertical control points. From this original layout the Contractor shall survey and set all other construction stakes at his expense, including slope stakes and offset stakes, and thereafter become responsible for the alignment, grades, elevations and dimensions of all parts of the work and their correlation and mutual relationship.

The Contractor shall also furnish and erect at his own expense, all batter boards, templates, and other reference points for lines and grades as necessary to the prosecution and control of the work.

The Contractor shall be held responsible for the preservation of all stakes, transit points, bench marks, hubs and guard stakes. If, in the opinion of the Engineer, any of the original survey stakes or markers have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against the Contractor and shall be deducted from the payment for the work.

5-08 AUTHORITY AND DUTIES OF INSPECTORS; The Engineer shall assign Inspectors who are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors shall be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed, also to report whenever it appears that the material furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract; and to call to the attention of the Contractor any such failure or other infringement. No such inspections, however, shall relieve the Contractors from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or in the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications nor to make approval or acceptance of any portion of the work. He shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer nor the City in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

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5-09 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK; All work found to be

defective will be rejected by the Engineer, and the Contractor shall proceed to remove and replace the defective work in an acceptable manner at his own expense. Any partial payment made on rejected work will in no way obligate the City to the final approval and acceptance of the work.

Extra work performed without written authority will be considered as unauthorized and may be ordered removed and the site of such work restored to the original condition at the Contractor's expense.

Upon the failure of the Contractor to remove or renew defective work or materials within the specified time, the Engineer shall have the authority to cause such work to be done at the Contractor's expense and to deduct the cost thereof from any payments due or to become due. In the event no retainage in the funds due the Contractor is available, the cost of any work charged against the Contractor may be collected from the Contractor's surety.

5-10 FINAL INSPECTION; The Engineer shall make final inspection of all work included in the contract as soon as practicable after notification by the Contractor that the work is completed and ready for inspection. If the work is not acceptable to the Engineer at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before acceptance can be made. This inspection by the Engineer shall not be binding on the City to make final acceptance should unforeseen defects develop before final payments, nor shall it waive any obligations as provided under the contract bond.

5-11 MAINTENANCE; The Contractor shall maintain all the work during construction and until the work is finally accepted; provided, however, that the Engineer may, in writing, release the Contractor from maintenance of part or all of the project before final acceptance, and the maintenance of that part of the project described in the release shall be the full responsibility of the City.

Maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to insure that the project is kept in satisfactory condition at all times, including the maintenance of all barricades, warning signs and lights.

All cost of maintenance work during construction and before the work is finally accepted shall be included in the unit price bid on the various items and the Contractor will not be paid an additional amount for such work.

5-12 FAILURE TO MAINTAIN STREET OR STRUCTURES; Failure on the part of the Contractor at any time to comply with the maintenance provisions will result in the Engineer immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after the receipt of such notice, the Engineer will immediately proceed with adequate forces and equipment to maintain the street or structures in a satisfactory and acceptable manner, and the entire cost of this maintenance will be deducted from monies due the Contractor on his contract.

SECTION 6

CONTROL OF MATERIALS

6-01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS; The Contractor shall furnish and incorporate in the work, only first class materials conforming to the detail specifications and meeting the test requirements for each type of material. The source of supply of processed materials or manufactured products shall be approved by the Engineer before delivery is started. In the case of local sand and gravel pits preliminary tests may be required, if in the opinion of the Engineer there is any doubt as to the satisfactory quality and uniformity of the material. Preliminary testing shall be considered tentative and shall not be construed to mean a guarantee that all material delivered from the source will be satisfactory. Acceptance of materials produced from local deposits shall be contingent on satisfactory results of laboratory tests made after delivery on the job. If it is found after trial that local materials are non-uniform in gradation and composition or otherwise unsatisfactory, the Engineer may reject the source and order and the mining operations moved to suitable areas of the pit or to other approved locations.

6-02 PLANT INSPECTION AND TESTING; If considered necessary to control the quality of manufactured products or the processing of materials in plants producing central mixed concrete and asphalt mixtures, the City may, at its own expense, undertake to furnish inspection and testing services at the plant or place of manufacture. These services may be supplied by the personnel of the commercial testing laboratory retained by the City. The Contractor shall offer any assistance necessary for the procurement and testing of materials, and the representatives of the laboratory shall have free access, at all times, to such part of the plant concerned with the manufacture or processing of the materials.

In the case of manufactured products to be shipped from stock, the Engineer may accept the product based on affidavits from the manufacturer certifying as to the chemical analysis and that the product meets the requirements of the specifications.

It is understood that the City reserves the right to retest all materials which have been tested at the plant after same has been delivered and to reject all materials or manufactured products which fail to pass on the check test.

6-03 SAMPLES AND TESTS; The Contractor shall give notification of his placing orders for materials to allow sufficient time for laboratory tests. All samples shall be furnished free of charge and shall be representative samples taken only by authorized inspectors or laboratory personnel.

All materials, including the laboratory methods of sampling and testing, shall conform to the requirements prescribed in the detail specifications and in the special provisions. The applicable standard reference specifications shall be the latest revision thereof in effect on the date of the contract.

6-04 STORAGE OF MATERIALS; Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Materials stored, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time they are incorporated in the work. Stored materials shall be located so as to facilitate prompt inspection.

6-05 DEFECTIVE MATERIALS; All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, will be rejected and shall be removed immediately from the work by the Contractor at his own expense, unless otherwise permitted by the Engineer.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-01 LAWS TO BE OBSERVED; The Contractor is assumed to be familiar with, and at all times shall observe and comply with all Federal, State and local laws, ordinances, and regulations which may in any manner affect those engaged or employed in the work, or the materials or equipment used in the work, or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same; and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether by himself or his employees, sub-contractors, or agents.

7-02 INDEMNITY; The Contractor shall assume liability for all casualty risks and shall be solely responsible and liable for, and shall protect, save harmless and indemnify the City of Vicksburg and its officials, employees and agents individually as representatives of the City, from and against all losses, damages and expenses and all claims arising out of bodily injuries, property damage, demands, payments, suits, actions, recoveries and judgments of every nature and description brought about or recovered against the City by reason of any act or omission of the Contractor in whole or in part, his agents and employees, and any sub-contractors, their agents, and employees engaged in the execution of the work or the guarding of it.

7-03 INSURANCE REQUIREMENTS; Insurance coverage specified herein and in the Special Provisions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

If a part of this Contract is sublet, the Contractor shall require each sub-contractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is cancelled or changed. No contractor or sub-contractor will be allowed to start any construction work on this contract until certificates of all insurance required herein are filed with and approved by the City.

The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

- (a) **Commercial General Liability** insurance, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and products/complete operations hazards, with limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate.

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- (b) Each Contractor shall also carry for the benefit of such contractor and its employees,

Workers' Compensation insurance as required in the jurisdiction where the Premises is located (Warren County, Mississippi). This policy shall include Employers Liability insurance (Part B) with limits of at least \$500,000 per occurrence.

- (c) **Automobile Liability** insurance covering all owned, non-owned and hired vehicles, and including coverage for both personal injury and property damage, with combined single limits of not less than \$1,000,000 per occurrence.

If any contractor utilizes an umbrella or excess policy, this policy must "follow form" and afford no less coverage than the primary policy.

Each policy must be issued by financially reputable insurers authorized to do business in Mississippi. Each policy will name City of Vicksburg as an additional insured (except Workers' Compensation) and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of City of Vicksburg. On or prior to the date any Contractor performs work or provides services to City of Vicksburg on the Premises, City of Vicksburg will provide to City of Vicksburg a certificate of insurance from such Contractor, reasonably satisfactory in form and content to City of Vicksburg, evidencing that all the required insurance coverage is in force and has been endorsed to provide that in the event of cancellation, material change or alteration in the policies and/or coverage, thirty (30) days prior written notice thereof will be given to City of Vicksburg. The City of Vicksburg, MS must be named as additional insured. The "Insured" shown on the certificate of insurance must match the name of the Contractor. The certificate of insurance must also list the name and address of the certificate holders as follows:

The City of Vicksburg
P.O. Box 150
Vicksburg, Mississippi 39180-0150
Attention: City Clerk

All policies will be primary to any insurance or self-insurance City of Vicksburg may maintain for acts or omissions of any Contractor or anyone for whom such Contractor is responsible. Each Contractor will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this exhibit limits any Contractor's liability to City of Vicksburg to the limits of insurance certified or carried by Contractor. Any deductible or self-insured retention amount will be for the account of such Contractor.

7-04 PERMITS AND LICENSES; The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

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7-05 PATENTED DEVICES, MATERIALS, AND PROCESSES; It is mutually understood

and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work; and the Contractor shall not involve the City in the payment of any royalties either directly or indirectly, in violation of the applicable State Laws to the contrary. It is the intent of these provisions that whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreement with the patentee or owner and a copy of this agreement shall be filed with the City; however, whether or not such agreement is made or filed as noted, the Contractor and his Surety shall, in all cases, indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process to be performed under the contract, and shall indemnify the City for any cost, expense, at any time during the prosecution or after the completion of the work.

7-06 RESTORATION OF SURFACE OPENED BY PERMIT; The right to construct or reconstruct any utility service in the street or to grant permits for same, at any time, is hereby expressly reserved by the City, and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the street must secure a permit from the City, and the Contractor shall not allow any person or persons to make an opening unless a duly authorized permit is presented. The Engineer may authorize the Contractor to allow parties bearing such permit to make openings in the street. The Contractor shall, when ordered by the Engineer, make in an acceptable manner, all necessary repairs due to such openings; and such necessary work will be paid for at the unit price bid for street repair items, or if not included in the contract, the repairs will be paid for as "Extra Work", as provided for in these specifications and subject to the same specifications as the original work performed.

7-07 SANITARY PROVISIONS; The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the County Department of Health or other authorities having jurisdiction and shall permit no public nuisance.

7-08 PUBLIC CONVENIENCE; The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic, both vehicular and pedestrian. After the work order is issued, the Contractor shall notify the Engineer at the earliest possible date, or the starting of any construction work which might in any way inconvenience or endanger traffic, so that arrangements may be made for closing the street and providing suitable detours.

In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station, when ordered by the Engineer, competent Flagmen whose sole duties shall consist of directing and controlling the movement of traffic, either through or around the work as the case may be. Materials stored on the street shall be so placed, and the work at all times shall be so conducted, as to cause as little obstruction to the traveling public as is considered necessary by the Engineer.

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When the section of the street under construction is closed to through traffic, and detours around

the new work are provided and maintained by the City, this procedure will not relieve the Contractor from the following responsibilities:

- (1) Provisions for safe means of ingress and egress to public or private properties which may be isolated from a public thoroughfare by the closure of the street.
- (2) Construction and maintenance of approaches to driveways and to public street crossings and turnouts within the limits of the work.
- (3) Construction and maintenance of barricades, danger and warning signs as stipulated in the standard specifications, plans, or special provisions.
- (4) Provisions for "crossing bridges" where cross streets or designated detours cross the new work in the case of paving projects.
- (5) Access to all parts of the work by City employees and representatives.

No direct payment will be made for the foregoing items of construction and maintenance, the cost thereof being included in the contract prices bid for the various construction pay items.

The schedule of operation and the sequences of each phase of the work shall be so arranged that only certain blocks as designated by the Engineer shall be closed to traffic at any one time. If necessary, the Engineer may require that particular sections shall be completed and thrown open to traffic before disturbing adjacent sections of the street.

7-09 PUBLIC SAFETY; BARRICADES, SIGNS AND LIGHTS; Prior to any work, the Contractor shall have available barricades, signs, and lights in sufficient quantity to properly mark each street, or any part thereof, that is under construction, in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, sign, and lights shall be so located that they will serve as warning, directive, and instructive signs. Within the limits of the plans and specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the Contractor shall, regardless of the time of day, provide such barricades, signs and lights, and station such watchmen as may be necessary to insure against accident and avoid damage or injury to passing traffic.

The Contractor shall for twenty-four (24) hours per day, during the total time of the contract (Sundays and holidays included) maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

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Immediately upon the receipt of the construction work order and prior to the beginning of work,

the Contractor shall notify the Engineer, in writing, as to the aforementioned emergency telephone number, giving the names of the men assigned the respective shifts.

Barricades and signs shall be constructed in accordance with the Mississippi Standard Specifications For Road and Bridge Construction, State Highway Department latest edition. Lights shall be of a standard type that will give satisfactory service and may be either oil burning flares or battery operated electric flashing lights.

All barricades, signs, and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable, and secure barricade. Lights shall be repaired, cleaned adjusted, and refilled or batteries recharged to insure a minimum of twelve (12) hours continuous burning. The Contractor shall, at any time that he is so directed by the Engineer, repair, remove, or replace any sign, barricade, or light if, in the opinion of the Engineer, the said sign, barricade, or light is not performing its function as set forth in these specifications.

No direct payment will be made for work or materials involved in carrying out the public safety measures herein provided, the cost thereof being included in the prices paid for the various items of work, and no additional allowance will be made.

7-10 PROTECTION AND RESTORATION OF PROPERTY; The Contractor shall be responsible for the preservation from injury and damage and protection of all public and private property within the limits of or adjacent to the work. He shall use every precaution to prevent the damage or destruction of buildings, poles, trees, shrubbery, and lawns; also all overhead lines, wires, cables and signs; and all underground installations such as pipes, conduits, and meters; and all other structures which are to remain in place. He shall protect and carefully preserve all official survey monuments, property corners, section markers, and elevation bench marks or other similar markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

When or where any direct or indirect damages or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the nonexecution thereon on the part of the Contractor, such property shall be restored at the Contractor's expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Engineer may, upon twenty-four (24) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the Contractor under the contract.

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7-11 CONTRACTOR'S RESPONSIBILITY FOR WORK; Until the final acceptance of the

work by the City, as evidenced in writing, it shall be under the charge and maintenance care of the Contractor. He shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries and damages to any portion of the work occurring before acceptance, whether such damages are caused by adverse weather conditions, action of the natural elements, accidents, or by any cause whatsoever.

7-12 **PERSONAL LIABILITY OF PUBLIC OFFICIALS;** In exercising any power or authority under the terms and conditions of the contract, the City officials and employees, or the Consulting Engineer and his employees who may be retained by the City, shall incur no liability either personally or as officials, it being understood that they act as the agents or representatives of the City.

7-13 **NO WAIVER OF LEGAL RIGHTS;** Inspection by the Engineer or by any of his duly authorized representatives; any order, measurement or certificate by the Engineer; any order of the Engineer or the Board of Mayor and Aldermen for the payment of money; any payment for or acceptance of any work or any extension of time; or any position taken by the Board of Mayor and Aldermen or Engineer shall not operate as a waiver of any provision of the contract, or any power therein preserved to the City, or of any right to damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

The City reserves the right to correct any error that may be discovered in any estimate paid on work that has been performed and to adjust the same on subsequent estimates to meet the requirements of the contract and specifications. Upon conclusive proof of error, collusion, or dishonesty, whether intentional or otherwise, between the Contractor or his agents and the Engineer or his assistants, being discovered in the work after final payment has been made, the City reserves the right to claim and recover by process of law, sums as may be sufficient to correct the error or make good the defects in the work resulting from such error, dishonesty, or collusion.

7-14 **CONTRACTOR'S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICES;** The Contractor shall, in addition to the foregoing provisions as to his responsibility for the public safety and convenience, be governed by the following requirements:

The Contractor shall not begin any operations which may interfere with or impair the normal service being rendered by public utility operators. The Contractor will be held responsible for the protection of the property or service of public utilities within the limits of the work. In the case that such physical properties conflict with the performance of the contract, it shall be the Contractor's responsibility to anticipate such conflicts and to give advance notice thereof to the owners.

Delays and interruptions to the Contractor's work schedule caused by the adjustment, relocation, or repair of water, gas or other utility appurtenances and property will not be charges against the contract time unless such delays are due to the negligence of the Contractor in protecting the utilities from damage.

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7-15 **ADJUSTMENT, REPAIR AND RELOCATION OF UTILITIES AND STREET**

INSTALLATIONS: When not specifically included in the contract items, the repair, adjustment and relocation of utilities, street installations and structures, such as underground conduits, gas, water and sanitary sewer pipe lines and other services, telephone, telegraph, and electric lines, above or below ground, will be made by the owners thereof. In the case of sewer manhole frames and covers, inlets and catch basin frames, gratings and covers, valve boxes and the like, it will be within the Contractor's responsibility to see that such adjustments are made and that they are adjusted to conform with the lines, grades, and typical cross-sections as shown on the plans or as prescribed by the Engineer, without respect to whether the repairs and the roughing-in work have been performed by the Contractor or by others.

7-16 PROTECTION OF WATER MAINS AND SERVICE LINES, FIRE HYDRANTS AND UNDERGROUND UTILITIES: All water pipes and other underground utilities shall be maintained in continuous service all be properly protected and supported. In no case shall interruptions to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times, and no materials shall be kept or stockpiled within thirty (30) feet of any fire hydrant.

In the event of interruption of water or utility services as a result of accidental breakage, the Contractor shall promptly notify the proper authorities. The Contractor shall cooperate with said authority in the restoration of service as promptly as possible.

In the event that any such pipe or facilities are broken by the Contractor's operations or as a result of being exposed or unsupported, the Contractor shall be held responsible for their complete and prompt restoration in a substantial and workmanlike manner, and he shall be held responsible for any and all claims for damage which may arise as a result of interruption of service from any person, firm, or corporation

SECTION 8

PROSECUTION AND PROGRESS

8-01 SUBLETTING OR ASSIGNING OF CONTRACTS; The Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than fifty (50) percent of the value of all work embraced in the contract, exclusive of items not commonly found in contracts for similar work, or which required highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organizations of contractors performing work of the character embraced in the contract.

If any bidder shall state in his proposal the particular item or items of work which he proposes to sublet and shall name therein the sub-contractor to whom he proposes to sublet such work in the event of an award to him such item or items of work may be performed by such sub-contractor notwithstanding the fifty (50) percent limitation above mentioned, provided that the sub-contractor named in the proposal is a contractor of recognized standing, has a record of safety performance, and the work proposed to be sublet does not constitute the major item or items of work embraced in the contract. Any bidder who shall name a sub-contractor in his proposal shall attach thereto a certificate that the use of the name of such sub-contractor was with his knowledge and consent. Any sub-contractor so named in any bid may be required to submit questionnaires to establish his experience and financial ability and the sub-contractor shall comply with all the applicable laws for Public Works Contractor. The naming of a sub-contractor in any such proposal will not insure approval of the proposed subletting of work to him; and in the event of disapproval of such subletting, the Contractor shall perform such item or items of work with his own organization in full compliance with all applicable terms of his contract.

No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the City Board acting through its authorized representative. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. Written consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

The foregoing provisions shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the project by piece work, station work, or by subcontract.

8-02 PROSECUTION OF THE WORK; Contractors shall not begin construction in any manner or on any feature of the work, nor shall any equipment, material, or supplies be placed on the project before the construction work order is issued. Contractors violating this requirement will thereby be rendered ineligible to receive payment for such unauthorized work.

The Contractor will be expected to begin the work to be performed under the contract on or before the date specified in the construction work order for the beginning of contract time. The official notice will stipulate the date upon which it is expected that the Contractor will begin the work, from which date contract time will begin. Such date, unless otherwise provided in the special provision, will be approximately ten (10) days later than the date of issuance of said work order. If the Contractor elects to begin work before the date specified in the work order, contract time will be charged from the actual date the work started.

The work shall begin at such points as the Engineer may direct and shall be prosecuted diligently at such rate, with such materials, equipment, labor and supervision as is considered necessary to insure its completion within the time set forth in the proposal and contract. During the progress of the work the Contractor shall notify the Engineer sufficiently in advance of the time in which he expects to undertake particular features of construction which would require preliminary inspection. Should particular phases of work, for any reason, be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours before resuming operations.

8-03 LIMITATIONS OF OPERATIONS; Each item of construction shall be prosecuted to completion without delay, and in no instance will the Contractor be permitted to transfer his equipment and forces from incompleted construction without the written permission of the Engineer.

When, in the judgment of the Engineer, the Contractor has initiated construction on a greater portion of the work than is necessary for the proper prosecution of same, or in carrying on operations to the prejudice of work already started, the Engineer may require the Contractor to finish the part on which work is in progress before any additional portions are started. Work shall be conducted in such manner and in such sequences so as to create a minimum amount of inconvenience to traffic.

Except as provided hereinafter, no loads of material for any construction shall be dispatched from cars or plants so late in the day that they cannot be placed, finished, and protected within the daylight hours. When it is important that construction be pushed to early completion or in case of emergencies, the Engineer may permit such construction after daylight hours provided sufficient artificial illumination is available and that the work performed under these conditions complies in every respect with the specifications.

8-04 CHARACTER OF WORKMEN AND EQUIPMENT; The Contractor shall employ only competent and efficient laborers, equipment operators, mechanics, skilled craftsmen and foremen. Preference shall be given to employment of local labor insofar as available.

The methods used in performing the construction, and all equipments, tools, and machinery used for handling materials and executing any part of the construction shall be subject to the approval of the Engineer before construction is started, and whenever found unsatisfactory shall be changed and improved as required by the Engineer. All equipment, tools, and machinery used must be maintained in a satisfactory working condition.

The measure of the capacity and efficiency of machinery and equipment shall be its actual performance on the work. Should it become apparent during the progress on construction that the Contractor will be unable to complete the work with the available equipment within the time limit specified in the contract, the Engineer may require that additional equipment of sufficient power and capacity be placed on the work.

The Engineer shall have the authority to reject any equipment which, in his opinion, is in an unsatisfactory condition and poor state of repair, or which is considered inadequate. The Contractor shall immediately discontinue the use of any rejected equipment and replace same with units meeting with the Engineer's approval.

Should the Contractor fail to furnish suitable or sufficient units of machinery and equipment, or fail to employ sufficient personnel for the proper prosecution of the work, the Engineer may withhold all progress payments which are due, or may become due, until his orders are complied with, or the contract may be declared defaulted as hereinafter provided.

8-05 TEMPORARY SUSPENSION OF WORK; The Engineer shall have the authority to suspend the progress of the work, or any part thereof, due to unsuitable weather or other conditions considered unfavorable to the satisfactory accomplishment of the work. A written "shut down" order will be issued and the Contractor shall, upon receipt of same, cease construction operations as directed for the period of time as stipulated in the order, or until the Engineer authorizes resumption of work. No working days will be charged against the specified contract time during such periods of enforced shutdowns unless the work is suspended because of the Contractor's negligence or failure to perform the work in accordance with the specifications and special provisions, or because of his failure to comply with any and all provisions of the contract.

During the shut down periods the Contractor shall store all materials in such a manner that they will not become damaged nor obstruct or impede the traveling public unnecessarily. Every precaution shall be taken to prevent deterioration of the work performed. During shut downs, the Contractor shall provide suitable drainage of the work, and shall erect and maintain lighted barricades, warning signs, and construct crossings and other temporary structures where necessary to provide access to property contiguous to the work, all as directed by the Engineer.

When the Engineer suspends the work due to unfavorable soil or weather conditions, or because of the Contractor's neglect and failure to perform the work in accordance with the plans and specifications and the contract provisions for which he is held responsible, no payment will be allowed the Contractor for maintenance expense incurred during the shut down period. However, in the event that the City is forced to suspend the work for an unreasonable length of time and for causes extraneous to the contract and not attributable to weather conditions or any neglect on the part of the Contractor, the City will, upon request of the Contractor, agree to an equitable renegotiation of the contract unit bid prices to compensate him for any increases costs or loss that he has incurred as a result of the involuntary shut down. The renegotiated prices shall be formally agreed to by both parties in a written Supplemental Agreement to be executed prior to resumption of work and shall be fully supported with documentary evidence justifying the increased prices of the contract pay items that are changed.

8-06 DETERMINATION AND EXTENSION OF CONTRACT TIME; The Contractor shall perform fully, entirely and in a satisfactory and acceptable manner the work contracted, within the number of days stipulated in the contract. Time will be charged against the Contractor beginning with the date stated in the work order or on the date which work actually starts, if earlier.

In computing the contract time chargeable to the work, only those days defined in Section 1-26 of these specifications shall be considered as work days and whole days or half days may be counted. The monthly estimates for partial payments will show the number of working days charged during the current working period. No allowance will be made for delays or suspension of the work due to the fault of the Contractor or to delay in delivery of materials when due to the Contractor's delay in placing purchase orders.

If it becomes necessary to require the Contractor to perform additional work in order to bring about the satisfactory completion of the contract, then the contract time shall be adjusted in the same ratio which the cost of the increased quantities bears to the cost of the original quantities indicated in the proposal.

8-07 FAILURE TO COMPLETE THE WORK ON TIME; Should the Contractor fail to complete the work within the specified number of working days, or within any extra time allowed under these specifications, a sum of money, \$540.00 per working day, shall be deducted from any funds due the Contractor, or if no money is due the Contractor, the City shall have the right to recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the City due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered as penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the City of the added expenses due to the employment of engineers and their assistants and to any other expenses incurred after the expiration of the contract time as determined by the Engineer.

8-08 TERMINATION OF CONTRACT; The Contract, of which these specifications form a part, may be annulled by the City for the following reasons:

(1) Substantial evidence that the progress being made by the Contractor is not in conformity with the schedule of progress for the respective periods of contract time as follows:

At the end of first period (1/4 of contract time), at least ten (10) percent of the work shall be completed.

At the end of the second period (1/2 of contract time), at last thirty-five (35) percent of the work shall be completed.

At the end of third period (3/4 of contract time), at least sixty-five percent (65) percent of the work shall be completed.

- (2) Deliberate failure on the part of the Contractor to proceed with the construction of the project when so instructed by the City, or to observe any requirements of these specifications.
- (3) Repeated violation of the Standard Specifications, General Provisions and Special Provisions and the terms and conditions of the contract on the part of the Contractor.
- (4) Failure on the part of the Contractor to make good promptly any defects in materials, construction, or of any other nature that may be called to his attention by the Engineer in writing.
- (5) In case the Contractor may become insolvent or declared bankrupt, or allow any final judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

Before the contract is terminated, the Contractor or his surety will first be notified in writing by the City of the conditions which make termination of the contract imminent. If, on account of unknown address, such written notice cannot be delivered to the Contractor, notice of contract termination may be given by publication in a newspaper published in the City of Vicksburg. Fifteen (15) days after this notice is given, if no effective effort has been made by the Contractor or his surety to correct the conditions of which complaint is made, the City may declare the contract terminated and notify the Contractor and his surety accordingly.

Upon receipt of a notice from the City that the contract has been terminated, the Contractor shall immediately discontinue all operations.

After termination, the City may then order the surety to arrange for the prosecution of the work. In the event the surety does not proceed with the prosecution of the work within a period of twenty (20) days from the date on which the contract was terminated, the City Board may proceed with the work by either readvertising and awarding a contract, or in any other lawful manner that they may elect, which will provide for the completion of the work as planned and set forth in the contract. When the work is finally completed, the total cost shall be computed. In the event the final cost, regardless of the method used in completing the work, is less than the total cost which would have resulted at the original contract unit prices, the difference will be paid to the original contractor or his surety. If the final cost is greater than the total cost which would have resulted at the original contract unit prices, the Contractor or his surety shall pay to the City of Vicksburg a sum of money equal to the excess cost of completing the work.

8-09 FULFILLMENT OF CONTRACT: The contract will be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the City, and final estimate paid. The Contractor will then be released from further obligation except as set forth in his contract bond or as provided by law.

SECTION 9

MEASUREMENT AND PAYMENT

9-01 MEASUREMENT OF QUANTITIES AND DETERMINATION OF AMOUNTS DUE TO CONTRACTOR;

The measurement and determination of the number of units of each pay item will be made in accordance with the instructions under the Method of Measurement and Basis of Payment is each specification for the various pay items. The dimensions used in calculating the pay quantities shall be either the neat dimensions shown on the plans or the dimensions ordered in writing by the Engineer. Authorized quantities of work, complete in place, will be measured by the Engineer in accordance with recognized engineering practices. Unauthorized quantities of work or wastage of material will not be included in final measurements.

In the event that the pay quantity is a unit of volume and the material has been actually measured by weight, then the volume will be determined by dividing the weight by a density factor obtained from laboratory test.

All materials for which measurements are obtained by the cubic yard (measured in the vehicle) shall be hauled in approved vehicles and measured therein at the point of delivery. No allowance will be made for the settlement of materials in transit. Vehicles used for this purpose may be of the size and type acceptable to the Engineer, provided that the body is of such shape that the actual delivered contents may be readily and accurately determined and will remain constant. All vehicles used for transporting materials to be paid for by volume shall bear a plainly legible identification mark indicating the specific capacity determined by actual calculations. The inspector may reject all loads not hauled in approved vehicles.

The Engineer's measurements shall be binding upon both parties to the contract, but if the Contractor has any reasonable doubt as to the accuracy or sufficiency of the measurements he shall have the right of appeal to the City Board.

9-02 SCOPE OF PAYMENT; The compensation as herein provided constitutes full payment for the complete work including the furnishing of all material (unless otherwise stipulated in the contract), labor, tools, supplies and equipment necessary for the performance of all work contemplated and embraced under the contract; and for all loss or damage arising out of the hazardous nature of the work; for all loss resulting from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work; for all risks of every description connected with the prosecution of the work, including the loss of rebuilding, repairing and restoring damages to any portion of the work occurring before acceptance, due to any cause whatsoever; also for all expense incurred as a consequence of temporary suspension of the work except as set forth in Section 8-05; or for any infringements of patents, trademarks, or copyrights; and for completing and maintaining the work until final acceptance by the City.

The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor to repair or renew any defective parts of the construction. The Engineer shall be the sole judge of such defects or imperfections, and the Contractor shall be liable to the City for failure to correct same as provided herein.

9-03 COMPENSATION FOR ALTERED QUANTITIES; When the Engineer orders alterations in the quantities of work and such changes do not increase or decrease the value of the contract by more than the twenty-five percent (25%) limitation as set forth in Section 4-02, payment will be made for the actual quantities of work performed at the original contract unit prices bid for the item or items affected. Should it become necessary for the Engineer to make changes in excess of the permissible limits herein specified, payment will be made on the basis of a supplemental agreement establishing adjusted unit contract prices for the overrun or underrun in quantities.

9-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK; Extra work, performed in accordance with the provisions of Section 4-03, shall be paid for at the unit prices or lump sum stipulated in the written supplemental agreement executed between the Contractor and the City, or in lieu of such agreement, the City may require the Contractor to do such work on a Force Account basis under an agreement describing the work to be performed, itemizing rates to be paid for labor, materials, equipment rentals, etc., all in accordance with the regulations set forth below.

Compensation for force account work shall be as follows:

(1) LABOR For all common and skilled labor, including timekeepers, equipment operators and foremen in direct charge of the extra work, the Contractor shall receive the current local rate of wage, except as hereinafter provided, for each hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to fifteen percent (15%) of the sum thereof. In no case shall the Contractor receive wage rates in excess of the wage rates actually paid to labor.

The Contractor shall also receive the prorata cost of workmen's compensation and public liability and property damage insurance, social security, and unemployment taxes, all verified by records for the labor actually engaged in such work. No percentage shall be added to cost of insurance and payroll taxes.

(2) MATERIALS; For all materials entering permanently into the work, and for all expendable supplies necessary to complete the work, the Contractor shall receive the actual cost of such materials, including transportation and freight charges, as shown by original receipted bills for materials and freight, to which shall be added an amount equal to fifteen percent (15%) of the sum thereof. Where manufacturers, jobbers, or material dealers allow a discount on invoices for materials purchased when payment is made on a specified date or within specified time, deductions shall be made for such discounts from the amount of the invoice, even though the Contractor does not take advantage of said discount.

The Contractor shall be reimbursed for all City, State and Federal sales taxes included and paid for in the prices of materials, but no percentage shall be added to the cost of such taxes.

(3) **EQUIPMENT;** For any machine, power tools, or similar equipment which the Engineer may require for use in this specific construction, the Contractor will be allowed a reasonable rental price for each hour that such equipment is in use of the work, to which no percentage shall be added. This rental price shall include the furnishing of fuel, lubricants and repairs, but rental rates shall in no case exceed the amounts set up in the current schedules adopted by the Mississippi State Highway Department. No percentage shall be added to equipment rentals.

(4) **INDIRECT COSTS;** The Contractor will be paid for the following incidental expenses incurred as a result of performing extra work on a force account basis:

Ratable portions of the premiums on the Performance Bond and on public liability and property damage insurance based on the additional payroll costs and other insurance required by the contract.

State Contractor's Tax based on the cost of the extra work.

Any additional permits, license fees, or royalties which may be required.

Premiums for any additional insurance coverages required, not included in the contract, such as Special Protective Liability and Property Damage policies for work of a particular hazardous nature.

No percentage will be added to the indirect costs as herein defined.

(5) **RECORDS;** The Contractor or his authorized representative and the Engineer shall compare records of Extra Work done on a Force Account basis at the end of each day. Copies of these records shall be made upon the form provided for this purpose and shall be certified to by the Contractor and the Engineer. Cost records shall include a true copy of the payroll and the original receipted bills and itemized invoices for the material used and the transportation and freight charges paid on same. Where materials used are not specifically purchased for use on Extra Work, but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, and delivered costs on such materials and certified copies of original bills and invoices.

Statements covering Force Account work for each specific agreement shall be submitted promptly at the end of the month in which the work was actually completed.

(6) **COMPENSATION;** The compensation as provided herein shall be accepted by the Contractor as full payment for Extra Work done on the Force Account basis. No payment will be allowed for overhead and profit in excess of the fifteen (15) percent surcharge for labor and materials. Cost of usage and repair of small tools and incidental equipment for which no rental rates are established in the Force Account Agreement shall be considered as being absorbed in the quoted wage rates.

equipment rentals have been agreed upon in writing before such work is started. In no case shall the unit prices paid to the Contractor exceed the amount of the quoted wage rates and unit prices for materials and equipment rentals stipulated in the Force Account Agreement.

9-05 PAYMENT FOR SURPLUS MATERIALS; The Engineer reserves the right, subject to the limitations and conditions set forth in Section 4-02, to omit or delete any item or portions of the work by written change order.

Acceptable materials delivered on the work prior to the date of the Engineer's change order, which are not needed elsewhere on the job and therefore become surplus material, shall be purchased from the Contractor by the City at actual invoice prices plus delivery cost, and shall thereupon become the property of the City, but no allowance will be made for anticipated profits. These provisions shall likewise apply to the deletion or cancellation of any extra work items for which an agreement has been executed.

9-06 MONTHLY ESTIMATES AND PARTIAL PAYMENTS; On or about the first day of each month the Contractor will submit a partial pay application to the Engineer for the value of the work done during the preceding month. After each monthly estimate has been certified by the Engineer and approved by the City, the City shall pay to the Contractor ninety five percent (95%) of the amount of said estimate within forty-five (45) days of approval. For contracts under \$250,000.00, from the total value of each estimate there will be deducted an amount equivalent to five percent (5%) of the whole as a retainage to be held by the city until after completion of the entire contract. For contracts \$250,000 and over, 5% shall be retained until at least 50% of the contract is complete, on schedule and satisfactory in the Engineer's opinion, at which time 50% of retainage held to date will be returned to the prime contractor. After 50% satisfactory completion of the contract, retainage will be withheld at the rate of 2 ½ percent (Sec. 31-5-33 MCA).

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate, and this sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The City reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the City Board, such action is warranted because of any breach of the contract provisions or malfeasance on the part of the Contractor, or because the progress or the quality of the work is unsatisfactory and does not comply with the plans and specifications.

9-07 FREIGHT RATES; No allowance or deductions will be made for any increase or decrease in freight rates unless so stipulated in the special provisions.

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9-08 FINAL ESTIMATE AND PAYMENT; After final inspection and acceptance of the work

the Engineer will prepare a final estimate of the work done under the contract and compute the value thereof, including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the Contractor, including advances on materials, liquidated damages for overrun in contract time, if any, and all other charges legally chargeable to the Contractor under the terms of the contract. The balance due will be paid to the Contractor; provided, however, that prior to delivery to the Contractor of the final payment, the Contractor shall first furnish the City and affidavit, properly notarized, certifying that all claims, liens, or other outstanding obligations incurred by him and his sub-contractors in the performance of the work, have been paid and settled.

The City will also withhold final payment to the Contractor until the Contractor's surety agrees in writing to the release of the retainage and final settlement.

Final payment by the City shall terminate the contract and relieve the Contractor of any further obligation to the City in connection with the work covered by the contract; provided, however, that final payment, or nothing herein, shall release the Contractor or his surety from responsibility for any claims arising out of faulty or defective work, or occasioned by fraud, whether concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond and Payment Bond or as required by statutory law.

DETAILED SPECIFICATIONS

ASPHALTIC PAVEMENTS

MIXING, SHAPING AND COMPACTION

GRANULAR MATERIAL

EMBANKMENT

PRIME COAT

BASE REPAIR

EQUIPMENT RENTAL

LEVELING COURSE

ASPHALTIC PAVEMENTS

SCOPE; This work shall consist of the construction of the bituminous plant mixes, both Base and Surface Courses, in the construction of 2" thick pavements on existing base material, on Fleetwood Drive, Manship Circle, Lafayette Street, Charleston Street, Charleston Dr., and St. Charles Place. Also overlay on Warrenton Road and sub-base repair and overlay on Cypress Center Blvd. , as shown on the Plans or as directed by the Engineer

MATERIALS AND CONSTRUCTION REQUIREMENTS; The materials and construction of this work shall meet all of the requirements of the Mississippi Standard Specification for Road and Bridge Construction, Mississippi State Highway Department, 1990 Edition as follows:

- (a) Asphaltic Base Course shall be as specified in Section S-301, "Plant Mix Bituminous Base Course" and shall be Type II or Type III (BB-1).
- (b) Asphaltic Surface Courses shall be as specified in Section S-403, "Hot Bituminous Pavement" and shall be Type 8 (SC-1).
- (c) Tack Coats shall be as specified in Section S-407 "Tack Coat".

MEASUREMENT AND PAYMENT:

- (a) Measurement: The accepted Asphaltic Base Course and Asphaltic Surface Course completed and in place, at the thickness shown on the plans, will be measured for payment by the ton.

No direct payment will be made for the Tack Coat.

(b) Payment: Asphaltic Base Course and Asphaltic Surface Course will be paid for at the Contract Unit Price bid per ton for each item of work, which price shall be full compensation for construction of the completed Base Course and Surface Course as directed or indicated, and in accordance with conditions, stipulation, provisions and requirements contained herein; for completing all incidentals thereto and for furnishing all material (as provided by these Specifications, the Plans or Proposal Form) including their hauling or transportation, mixing, equipment, tools, labor and incidentals required to complete the work.

Payment will be made under:

Asphaltic Base Course, per Ton Asphaltic Surface Course, per Ton
MIXING, SHAPING AND COMPACTION

MATERIALS AND CONSTRUCTION REQUIREMENTS; The materials and construction of this work shall meet all of the requirements of the Mississippi Standard Specification for Road and Bridge Construction, Mississippi State Highway Department, 1990 Edition as follows:

Section 304 - Granular Courses

GRANULAR MATERIAL

Section 703 - Aggregates

EMBANKMENT

Section 203 - Embankments

MEASUREMENT AND PAYMENT: payment will be made per ton.

PRIME COAT

SCOPE; This work shall consist of preparing and treating an existing surface with bituminous material and blotter material, if required, in accordance with these specifications and in reasonably close conformity with the lines shown on the plans or established by the Engineer.

MATERIALS AND CONSTRUCTION REQUIREMENTS; The materials and construction of this work shall meet all of the requirements of the Mississippi Standard Specification for Road and Bridge Construction, Mississippi State Highway Department, 1990 Edition as follows:

Prime Coat shall be specified in Section 408 "Prime Coat" and shall be MC-70.

MEASUREMENT AND PAYMENT:

(a) MEASUREMENT; Bituminous material will be measured by the gallon as prescribed in Subsection 409.09. Blotter material will not be paid for separately but shall be included in the price bid per gallon for Prime Coat.

(b) PAYMENT; The accepted quantities of Prime Coat will be paid for at the contract unit price per gallon for bituminous material as prescribed in Subsection 409.10.

Payment will be made under:
Prime Coat, per gallon

BASE REPAIR

SCOPE; This work shall consist of removing failed surface and base areas and replacing failed area with BB-1 as shown on the plans or as directed by the Engineer.

PAYMENT; Base Repair will be paid for at the contract unit price bid per ton, which price shall be full compensation for excavation and removal of failed areas as directed by the Engineer, and replacement with BB-1; for completing all incidentals thereto and for furnishing all material including their hauling or transportation, mixing, equipment, tools, labor and incidentals required to complete work.

Payment will be made under: Base Repair, per ton

EQUIPMENT RENTAL

SCOPE; This work shall consist of providing equipment and operator to complete specific work that is directed by the Engineer.

PAYMENT; Equipment time will be paid for on a per hour worked basis at the contract unit price bid.

Payment will be made under: Equipment Rental, per hour

LEVELING COURSE

SCOPE: This work shall consist of leveling existing surface with SC-1 as directed by the Engineer.

PAYMENT: Leveling course will be paid for at the contract unit price bid per ton, which price shall be full compensation for the placement of SC-1; for completing all incidentals thereto and for furnishing all material including their hauling or transportation, mixing, equipment, tools, labor and incidentals to complete the work.

Payment will be made under: Leveling Course, per ton

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

Mississippi Standard Specifications For Road and Bridge Construction, State Highway Department, 1990 Edition for asphalt and latest Edition for all other items, shall be used for the construction of this project and are made a part hereof duly and completely as if attached hereto except where superseded by Special Provisions as amended by revisions of the Specifications contained herein. All references to the State Highway Commission of Mississippi or the State Highway Department of Mississippi shall be amended to read: The Board of Mayor and Aldermen of the City of Vicksburg, Mississippi and/or its authorized representatives as indicated by the context.

SECTION 904 - NOTICE TO BIDDERS NO. 13 SAFETY EDGE

SECTION 904 - NOTICE TO BIDDERS NO. 28 FUEL AND MATERIAL ADJUSTMENTS

SECTION 904 - NOTICE TO BIDDERS NO. 446 TRAFFIC ON MILLED SURFACES

SECTION 907-401-2 – SPECIAL PROVISION – MARSHALL MIXTURES

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

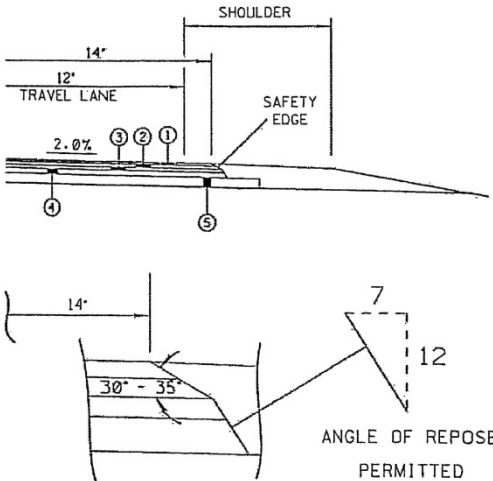
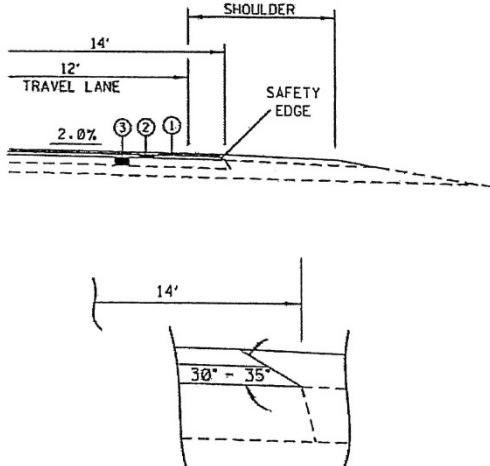
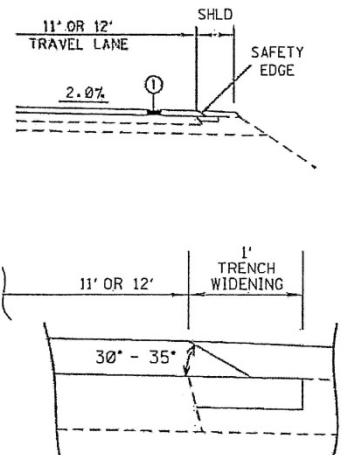
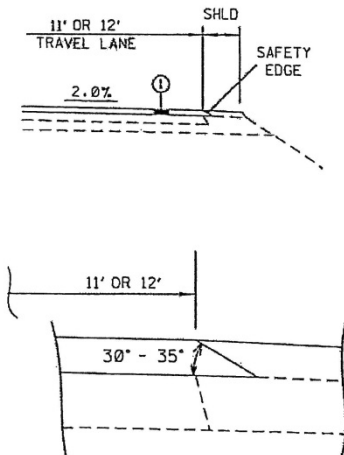
SECTION 904 - NOTICE TO BIDDERS NO. 13

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Safety Edge

Bidders are hereby advised that the Shoulder Wedge (Safety Edge) specified in Section 401, Asphalt Pavements, shall only apply to the top two (2) lifts of asphalt. Open Graded Friction Courses (OGFC) are not to be considered a lift as it pertains to safety edge. Attached is a drawing showing the safety edge. Note that the shoulder dimensions in the bottom two drawings will be less than three feet (3').

 <p>SHOULDER</p> <p>14'</p> <p>12'</p> <p>TRAVEL LANE</p> <p>2.0%</p> <p>③ ② ①</p> <p>SAFETY EDGE</p> <p>④ ⑤</p> <p>14'</p> <p>30° - 35°</p> <p>7</p> <p>12</p> <p>ANGLE OF REPOSE PERMITTED</p> <p>SAFETY EDGE REQ'D TOP 2 LIFTS ONLY (NOT A PAY ITEM)</p> <p>NEW CONSTRUCTION</p>	 <p>SHOULDER</p> <p>14'</p> <p>12'</p> <p>TRAVEL LANE</p> <p>2.0%</p> <p>③ ② ①</p> <p>SAFETY EDGE</p> <p>14'</p> <p>30° - 35°</p> <p>7</p> <p>12</p> <p>ANGLE OF REPOSE PERMITTED</p> <p>SAFETY EDGE REQ'D TOP 2 LIFTS ONLY (NOT A PAY ITEM)</p> <p>OVERLAY 14' PAVEMENT</p>
 <p>11' OR 12'</p> <p>TRAVEL LANE</p> <p>SHLD</p> <p>2.0%</p> <p>①</p> <p>SAFETY EDGE</p> <p>11' OR 12'</p> <p>1' TRENCH WIDENING</p> <p>30° - 35°</p> <p>SAFETY EDGE REQ'D (NOT A PAY ITEM)</p> <p>OVERLAY 11' OR 12' PAVEMENT WITH TRENCH WIDENING</p>	 <p>11' OR 12'</p> <p>TRAVEL LANE</p> <p>SHLD</p> <p>2.0%</p> <p>①</p> <p>SAFETY EDGE</p> <p>11' OR 12'</p> <p>30° - 35°</p> <p>SAFETY EDGE REQ'D (NOT A PAY ITEM)</p> <p>OVERLAY 11' OR 12' PAVEMENT WITHOUT TRENCH WIDENING</p>
<p>SAFETY EDGE DETAILS 4/8/2011</p>	

CITY OF VICKSBURG, MISSISSIPPI

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

CITY OF VICKSBURG, MISSISSIPPI

SECTION 904 - NOTICE TO BIDDERS NO. 446

CODE: (SP)

DATE: 11/1/2017

SUBJECT: Traffic on Milled Surface

Bidders are hereby advised that when the main lanes of a roadway are milled, traffic will be allowed to run on a milled surfaces for up to five (14) calendar days.

Contractor will be assessed a penalty of **\$1,000 per calendar day** afterwards until the milled surfaces are covered with the next lift of asphalt. It shall be the Contractor's responsibility to ensure that the milling operations do not commence until such time as forecasted weather conditions are suitable enough to allow the placement of the asphalt pavement after the milling operations.

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THE CITY OF VICKSBURG, MISSISSIPPI

SPECIAL PROVISION 907-401-2

DATE: December 19, 2018

SUBJECT: Hot Mix Asphalt (HMA) Pavements — Marshall Mixtures

The MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1990 EDITION is hereby supplemented as follows:

Section 401 — Plant Mix Pavements (HMA) — General, of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition, is hereby amended as follows and is applicable for HMA mixtures designed using the Marshall Method.

SECTION 907 -401 —HOT MIX ASPHALT (HMA) Marshall Mixtures

Delete Subsection 401.01 and replace with the following:

907-401.01--Description. This work consists of the construction of one or more lifts of hot mix asphalt (HMA) designed and controlled using the Marshall Method in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

It is the intent of this special provision to only revise those sections of 401 which would not be applicable for mixtures designed by the Marshall Method. Those sections in the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition, not addressed or revised herein or otherwise applicable to Marshall Method designed mixtures shall remain in force as written or shall not be considered applicable to this special provision. Where conflicts exist between this special provision and the standard specifications, this special provision shall govern for mixtures designed and placed by the Marshall Method.

Delete Subsection 401.02.1.2 -- Aggregates in toto and replace with the following:

907-401.02.1.2--Aggregates. The source of the aggregates shall meet the applicable requirements of 703, Subsections 907-401.02.1.2.1, 907-401.02.1.2.2 and 907-401.02.1.2.3 below, and as specified herein.

The several aggregate components, including mineral filler and other materials when required, shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the gradation requirements of the specific type mixture under contract. Pre-mixing of aggregate fractions by controlled methods may be permitted to produce a more workable component which contributes to the gradation requirements of the job-mix formula. Bituminous material within the percentage limits designated for the specific type mixture shall be combined with the other components of the mixture.

The HMA mixture shall conform to the types set forth in 907-401.02.1.2.3.2, Table A. The type of mixture is the Contractor's option except when a specific type or types are designated in the contract.

The overall limits set out in 907-401.02.1.2.3.2, Table B, encompass the extreme limits for material or combinations of materials from all possible sources, and closer controls appropriate to the job materials shall be established for each specific mixture required under any contract in accordance with a job-mix formula established as set out in 907-401.02.3.2 below.

907-401.02.1.2.1--Coarse Aggregate (Material Retained on No. 8 Sieve).

Bituminous Base (BB-1)

Coarse aggregate shall be crushed stone, slag or granite; shell; expanded clay; expanded shale; crushed gravel (or combination of crushed and uncrushed) or combination thereof as set forth in Table A of 907-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

Individual sources of coarse aggregate shall conform to the following quality requirements:

1. Percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.
2. Except for expanded clay and shale, the coarse aggregate shall have a minimum dry rodded unit weight of 70 pounds per cubic foot when tested in accordance with AASHTO Designation: T 19.
3. The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

Coarse aggregate when combined with other aggregate fractions in the proper proportions shall conform to the requirements of 907-401.02.1.2.3.1 and the job-mix formula.

Leveling, Binder, and Surface Courses

Coarse aggregate shall be crushed gravel (or combination of crushed and uncrushed gravel), slag, stone or granite; shell; expanded clay; expanded shale or combination thereof as set forth in TABLE A of 907-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

With written permission of the Engineer, the specified surface course may be substituted for an underlying course. In this case, any crushed coarse aggregate or blend of crushed coarse aggregates without regard to a particular type of mix may be used. Provided, however, that the

aggregates and the resulting mixture meet all other requirements for specified surface course including crushing and fractured face requirements. Surface mixtures (SC-2) shall not be allowed in lower courses with the exception of thin leveling sections.

The percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot, and crushed slag used in the surface course shall have a dry rodded unit weight of not more than 90 pounds per cubic foot except the maximum unit weight is waived for chromium slag.

The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

For surface course, the percent of thin or elongated pieces shall not exceed 15 by weight when tested in accordance with 703.01, and the percentage of loss shall not exceed 20 when tested for soundness using magnesium sulfate in accordance with AASHTO Designation: T 104.

Crushed gravel, Class III, shall be the product resulting from crushing gravel aggregate of which no less than 98 percent is retained on the 3/8-inch sieve prior to crushing, and after crushing 100 percent passes the 3/8-inch sieve and no less than 65 percent passes the No. 4 sieve.

Shell shall consist of durable, washed particles of dead clam or dead reef oyster shell, or combination thereof. The shell shall be free of objectionable matter such as sticks, mud, clay lumps, cannery or live shell, or other deleterious matter. Not more than five percent by weight of the dredged material shall pass the No. 200 sieve; any such material shall be dispersed throughout the mass.

907-401.02.1.2.2--Fine Aggregate (Material Passing the No. 8 Sieve).

Bituminous Base (BB-1)

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement or combinations thereof. Fine aggregate, when manufactured, shall be manufactured from material meeting the quality requirements for coarse aggregate, and it shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

When the fine aggregate is combined with other aggregate fractions in the proper proportion, the resultant mixture shall meet the requirements of 907-401.02.1.2.3.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate, shall be from an approved source.

Leveling, Binder, and Surface Courses

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock; material obtained by crushing stone, slag or gravel; stone or slag screenings; reclaimed concrete pavement; or combinations thereof. The amount of uncrushed fine aggregate permitted in the combined aggregate blend shall conform to the limitations in 907-401.02.1.2.3. Fine aggregate shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Fine aggregate produced by crushing stone, slag or gravel shall be manufactured from aggregate meeting the quality requirements of coarse aggregate.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

Individual fine aggregate components shall be of such consistency and dryness that a uniform and even flow from the cold feed will be provided.

Fine aggregate when combined with other aggregate fractions in the proper proportions shall meet the requirements of 907-401.02.1.2.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate to obtain desired properties of the mixture, shall be from an approved source.

907-401.02.1.2.3--Combined Aggregate Blend.

907-401.02.1.2.3.1--General. The several aggregate fractions for the mixture shall be sized, graded and combined in such proportions that the resultant composite blend will meet the gradation requirements of 907-401.02.1.2.3.2, TABLE B.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO Designation: T 90. The clay content for bituminous base, leveling and binder courses shall not exceed 1.0 percent, and for the surface course shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

Mineral filler and/or fly ash, when used to obtain desired properties of the mixture shall not exceed 3.0 percent by weight of the total aggregate blend.

The ratio, by weight, of dust (material passing No. 200 sieve) to asphalt binder shall be not less than 0.8 nor more than 1.6.

Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.

At least 70 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous base courses.

At least 80 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous leveling and binder courses.

At least 90 percent, by weight, of the combined mineral aggregate retained on the No. 4 sieve shall have two or more mechanically fractured faces for bituminous SC-1 Surface Mixtures.

Uncrushed natural sand shall pass the 3/8-inch sieve and the content shall not exceed 20 percent by weight of the total mineral aggregate except for RAP.

907-401.02.1.2.3.2--Tables.

TABLE A specifies the types and coarse aggregate combinations for bituminous base and pavements.

TABLE B specifies the gradations of the combined aggregates for bituminous bases and pavements. The job-mix formula, excluding allowable tolerances in TABLE C, shall be within the limits of TABLE B. Unless otherwise designated on the plans or in the contract documents, the gradation number shall be as follows:

Bituminous Base: Number **BB-1**

Leveling and Binder Course: Number BC-1

Surface Course and Leveling: Number SC-1 and SC-2

TABLE C lists the maximum tolerances allowed for any one test of gradation and asphalt content from the job-mix formula.

TABLE D lists the minimum percent Voids in Mineral Aggregate (VMA) allowed for design and plant produced mixtures.

TABLE A

OPTIONAL AGGREGATE TYPES

Type Construction	Bituminous Base Course	Leveling and Binder Courses	Surface Course
Coarse Aggregate:	Mixture Type Number		
Crushed Limestone	1	1	
Crushed Slag	2	2	
Crushed Granite	3	3	
Shell	4	4	
Expanded Clay or Expanded Shale	5	5	
Crushed Gravel or combination of crushed and uncrushed gravel combined with any coarse aggregate (Note 1)	6	6	
Crushed Gravel or combination of crushed and uncrushed gravel combined with Limestone or Slag (Notes 1 & 2)	7	7	
Crushed Gravel combined with Limestone or Slag (SC-1) (Note 3)			8
or			
Crushed Gravel (Class HI) combined with Limestone or Slag (SC-2) (Note 3)			8
Crushed Gravel (Class III) (SC-2) (Note 4)			9

Note 1: At least 70% for bituminous base courses and 80% for bituminous leveling and binder courses by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces.

Note 2: At least 20% of the total combined aggregate by weight shall be limestone or slag.

Note 3: 20 to 50% of the total combined aggregate by weight shall be limestone or slag of

which 20 to 45% shall pass the No. 8 sieve. Used for SC-1 or SC-2 Mixes.

Note 4: Type 9 may be used only when designated or specified as an optional type in the contract. Used for SC-2 only.

TABLE B

**DESIGN MATER RANGE
Percent by Weight Passing Sieves**

Number	BB-1	BC-1	SC-1	SC-2
Sieve Size:				
1 1/2 inch	100			
1 inch	83-100			
3/4 inch		100		
1/2 inch	56-95	82-100	100	
3/8 inch		71-91	87-100	100
No. 4	29-70	40-73	54-80	69-100
No. 8	19-54	26-58	32-63	47-95
No. 16				30-76
No. 30	8-30	9-30	12-33	18-58
No. 50	4-20	6-20	6-20	9-42
No. 200	2-10	2-10	2-10	4-10
Min. % A.C. by Wt. of Mix.*	4.0	4.0	4.0	4.0

* The actual percent of asphalt will be designated in the job-mix formula.

TABLE C

**TOLERANCES FROM JOB-MIX FORMULA
(Maximum for Any One Test)**

Sieve Sizes	Tolerances Percent (±)
Passing 3/8 inch and larger sieves	6
Passing Nos. 4, 8, and 16 sieves	5
Passing Nos. 30 and 50 sieves	4
Passing No. 200 sieve	1.5
Percent Asphalt Cement	0.4
Voids in Mineral Aggregate (VMA)	1.0

TABLE D

MINIMUM VOIDS IN MINERAL AGGREGATE (VMA)

Nominal Maximum Size*	VMA Minimum Percent
No. 4	17.0
3/8 Inch	15.0
Y2 Inch	14.0
3/4 Inch	13.0
1 Inch	12.0

Delete Subsection 401.02.1.4 and replace with the following:

907-401-02.1.4--Miller Filler. Mineral filler shall meet the requirements of 703.16. Delete

Subsection 401.02.1.6--Asphalt Admixtures in toto and replace with the following:

907-401-02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of 702.08, except that the minimum Tensile Strength Ratio (TSR) when tested in accordance with Mississippi Test Method MT-63 shall be 85.

907-401-02.3.1-Table for RAP percentages allowed with the following:

HMA Mixture	Maximum percent RAP By total weight of mix
BB-1	30
BC-1	30
Leveling	30
SC-1	15

Delete Subsection 401.02.2. --Stability in toto and replace with the following:

907-401-02.2.1--Stability. Marshall Stability of proposed HMA mixtures, when tested in accordance with Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures, shall be 1500 pounds for base, leveling, and binder mixtures and 1800 pounds for surface mixtures when subjected to seventy-five (75) blows of a Standard Marshall Hammer on each end of the specimen and tested at a temperature of 140°F.

The total percent air voids in the completed mixture shall be within the range of 3-5.

The ratio, by weight, of dust (material passing the No. 200 sieve) to asphalt binder shall not be less than 0.8 nor more than 1.6 for all mixtures.

Delete Subsection 401.02.3.2--Job Mix Formula in toto and replace with the following:

907-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method MT-35.

The job-mix formula for each mixture shall establish a single definite percentage of aggregate, including mineral filler, hydrated lime, and other materials when required, passing each required sieve size, and a single definite percentage of bitumen to be added to the aggregate and a single definite temperature at which the mixture is to be discharged from the mixer.

At least fifteen (15) days prior to the proposed use of each mixture to be supplied and placed under the contract, the Contractor shall submit in writing to the Engineer for his approval, a single (one) proposed job-mix formula or request the transfer of a verified job-mix formula for each mixture. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

Prior to the use of each such mixture, the Contractor shall make available materials, conforming to the material specifications and proposed for use in the mixture, for sampling and testing by a MDOT approved laboratory, as the Engineer may consider necessary to determine approval or disapproval of the Contractor's job-mix formula, or the establishment of a proposed job-mix formula by the Engineer in lieu thereof. The following information shall be forwarded for each mix submitted.

- (1) The specific project for which the mixture will be used.
- (2) The source and description of each material component (virgin & reclaimed) to be used in the mixture.
- (3) A sample of each component (including anti-stripping agent) proposed in the mixture.
- (4) The gradation and proportions of the materials to be combined in the mixture.
- (5) A percentage of the combined aggregates passing each specified sieve and a graphical plot of the combined aggregate gradation on a 0.45 power chart shall be attached. A percentage of asphalt by weight of the total mix intended to be incorporated in the completed mixture.
- (6) A proposed temperature at which the mixture is intended to be discharged from the plant.
- (7) A copy of the current temperature viscosity curve for the asphalt binder used in the mix.
- (8) The name of the Contractor's representative responsible for the quality control of the mixture during production.
- (9) Accompanying design curves and other laboratory test data to show that the completed mixture will conform to the requirements for stability, flow, workability, density, and all other criteria specified in the contract.

A MDOT approved laboratory will perform the tests necessary for verification of a proposed job-mix formula or transfer for each required mixture at no charge to the Contractor; however, a charge will be made for additional job-mix formulas submitted by the Contractor for review. The Contractor will be charged for the tests conducted on submitted materials that will not blend into an approvable job-mix formula and the materials submitted for additional job-mix formulas. Likewise, the Contractor will be charged for any additional transfers of approved mixes after

tentative approval of a mix for a particular course has been given. Where the Contractor requests more than one job-mix for any course, only the job-mix used on the project will be furnished at no charge to the contractor.

In the case of a small quantity, under 200 tons, for a single pay item of bituminous mixture, as indicated in the proposal, is produced and supplied by an established plant, the approval of a job-mix formula shall be at the discretion of the Engineer, based on known satisfactory production of similar mixes made from materials previously tested and approved for other work; or, at the discretion of the Engineer, tested and approved for the work for which the job-mix formula is under consideration. Acceptance of the job-mix formula shall, also, be contingent upon proper placement qualities at the time the mixture is used in the work.

In the event the Contractor fails to submit a proposed job-mix formula sufficiently in advance of its proposed use for the Engineer to determine approval or non-approval, a job-mix formula will be established by the Engineer at the earliest practical time.

In all cases, determination of the job-mix formula to be used will be made by the Engineer and will be based on resistance to stripping, stability, flow, VMA, total voids, workability, density, skid resistance, and any other criteria specified for the mixture complete in place; it will be based also on the materials submitted but if the specified or desirable properties cannot be obtained, other materials shall be submitted by the Contractor. It shall be fully understood that the amount of bitumen approved or established for the job-mix formula shall be determined by the Engineer as being that most compatible with the desired characteristics of the mixture and in consideration of the percentage of materials passing the No. 200 sieve. The ranges of the components of the HMA mixture set out in 907-401.02.1.2.3.2-Table "B" shall have no bearing upon the determination of the percentage established for the job-mix formula, except that no job-mix formula will be approved or established having permissible ranges outside of the master range for the particular mixture.

The job-mix temperature shall be the lowest temperature that is considered to be satisfactory to obtain the desired mixture.

No mixture will be accepted for use, nor shall any mixture be placed until the Engineer has established or approved a "tentative" job-mix formula for the particular mixture.

The job-mix formula thus approved or proposed from the laboratory test results shall be considered as "tentative" until a sufficient amount of the mixture has been actually processed through the plant, spread and compacted to determine by tests the necessity and effectiveness of corrections and adjustments to the plant operation, and to spreading and compaction procedures.

When a change in source of materials, unsatisfactory results or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

The tentative job-mix formula, with its adjustments to plant operation and spreading and compaction procedure when required, will be considered as conditionally approved until it is rejected, or its approval is confirmed by the Engineer.

After approval of the tentative job-mix formula is confirmed by the Engineer, the mixture furnished for the project shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportions of any ingredient of the mix shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

Delete Subsection 401.02.4--Substitution of Mixture in toto and replace with the following:

907-401.02.4--Substitution of Mixture. Except as otherwise specified in the contract, any HMA mixture specified in the contract for a course required above the course being placed may be substituted in lieu of the mixture specified for the course being placed, provided the course constructed with the substituted mixture meets the composition and physical requirements, complete-in-place and accepted, for the mixture being used or for the mixture for which the substitution is being made, and will be measured and paid for as provided for the course being placed. Density requirements will be as specified for the course for which the substitution is made. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the laying thickness for the particular substituted mixture. Unless designated otherwise in the contract, the minimum laying thickness of any HMA course shall be not less than twice the nominal maximum sieve size for the aggregate used.

Change the title for Subsection 401.02.5--Contractor's Quality Management Program as follows:

907-401.02.5--Contractor's Quality Control.

Delete Subsection 401.02.5.1--General in toto and replace with the following:

907-401.02.5.1--General. The Contractor shall have full responsibility for quality control. The Contractor shall provide and maintain a quality control system that will furnish reasonable assurance that the HMA mixtures as well as all component materials incorporated in the work conform to the contract requirements whether manufactured or produced by the Contractor or procured from suppliers of subcontractors. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials to produce the specified job-mix and other physical characteristics. When quality control testing indicates a trend toward borderline values, the Contractor shall initiate immediate action to reverse the

trend. When quality control testing confirms non-conformance to specified values, the Contractor shall take immediate corrective action or cease operations.

The Contractor's quality control shall include the following:

1. Determination of fractured face content of aggregates retained on the No. 4 sieve for base, binder, leveling and SC-1 surface mixtures at a minimum of one test per day of production.
2. Moisture tests on aggregate stockpiles at a minimum of one test per half day of production.
3. Extraction tests for gradation determination at a minimum of one test per half day of production. Gradation tests of combined aggregates may be sampled from conveyor belt or other approved sampling methods.
4. Determination of stability, total voids, Voids in Mineral Aggregate (VMA) and bulk specific gravity on laboratory compacted Marshall Specimens at a minimum of one test per half day of production.
5. Asphalt content using nuclear gauge or ignition oven at a minimum of three tests per day of production.
6. Stripping tests at a minimum of one stripping test at the beginning of each job-mix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new anti-strip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.
7. Density tests as necessary to verify compaction (minimum of 3 per day).
8. Quality control charts, up-to-date and posted in a readily observable location.

At the beginning of placement for each course, except for temporary work of short duration and bridge replacement projects having 500 linear feet or less of pavement on each side of a structure, the Contractor shall construct a test strip of a maximum four hours duration for the purpose of evaluating the properties of the HMA mixture and determining maximum compaction of the mixture. When there are multiple bridge sites on a bridge replacement project, each site will be considered separately. At least one density growth curve shall be established within the test strip. If the test results are satisfactory, as approved by the Engineer, operations may resume. If unsatisfactory, appropriate adjustments shall be made, or a new job-mix formula obtained, and another test strip shall be constructed.

The rolling pattern established during construction of the test strip is to be used by the Contractor as a guide. When conditions change, variation from the rolling pattern may be necessary to maintain specification requirements, in which case a new rolling pattern shall be established.

Delete Subsection 401.02.6.1--General in toto and replace with the following:

907-401.02.6.1--General. Acceptance for mixture quality (VMA, total voids, asphalt content and stability) will be based on random samples tested in accordance with Subsection 9011-401.02.6.2 and 907-401.02.6.3 below. Pavement densities and smoothness will be

accepted by lots as set out in 401.02.6.4, 401.02.6.5 and 403.03.2.

Delete Subsection 401.02.6.2—Test Procedures in toto and replace with the following:

907-401.02.6.2--Test for Mixture Quality.

The mixture will be accepted at the plant with respect to VMA, total voids, asphalt content and stability based on tests of HMA mixture samples obtained from trucks and run by state certified technicians or MDOT approved laboratory. At least one sample will be obtained at random for each three hours' production or fraction thereof with a maximum of three samples for a full day's production. When a test fails to meet the specified requirements, the Contractor will be notified immediately and a verification test will be performed. If the verification test confirms the failure, the Contractor shall make the necessary corrections or adjustments to meet the specifications. If the next regularly scheduled random acceptance sample indicates that the failure has not been corrected, operations will be suspended until corrections or adjustments are made. Nonconforming mixture placed on the roadway prior to correcting will be accepted or rejected by the Engineer in accordance with 105.03, and payment will be made as set out below in Subsection 907-401.02.6.3. The Engineer may increase the testing frequency as necessary to assure conformity to the specifications.

The Engineer will determine acceptability of the combined aggregate blend based on testing personnel extraction tests of bituminous mixture samples obtained from trucks. At least one sample will be obtained at random for each day of production. When characteristics of the mixture indicate a change in gradation, additional tests will be performed as necessary to insure conformance to gradation requirements. When gradation is out of tolerance, the Contractor shall make necessary corrections or adjustments to meet the job-mix formula. Gradation must be in tolerance within a maximum production time of three hours as evidenced by an additional test or operations shall be suspended.

The Engineer will determine conformance to the specifications for Class III crushed gravel for surface mixture (SC-2) prior to incorporation in the work. At least one test will be performed at random during each week's production. One test will include an analysis of the gradation prior to and after crushing. Such aggregate not meeting the crushing requirements of the specifications will not be permitted in the work.

The Engineer will determine conformance to the specification requirements for crushed aggregate in base, leveling, binder and SC-1 surface mixtures prior to approval of a job-mix formula, at beginning of production and thereafter, at least one random test during each week's

production. A failing test will be reported immediately, and the Contractor shall make necessary corrections. If the corrections are not made within a maximum production time of three hours, as evidenced by results of another test, production shall be suspended until corrections are made.

Delete Subsection 401.02.6.3--Acceptance Procedure for Mixture Quality in toto and replace with the following:

907-401.02.6.3--Acceptance Procedure for Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work.

Each course will be accepted by lots. Material produced and placed during test strip(s), for each course will be designated as separate lots. Otherwise, the size of a lot will be designated as a day's run unless terminated by the Engineer. When less than a day's production and one or more tests have been made for VMA, total voids, asphalt content and stability, the work will be considered a lot. When less than a day's production and no tests have been made for VMA, total voids asphalt content and stability, the work will be included in the previous lot.

The bituminous mixture will be tested in accordance with the following procedures:

1. Voids in Mineral Aggregate (VMA) will be calculated in accordance with Mississippi Test Method: MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the bulk gravities of the aggregate components shown on the mix design.
2. Total air voids in the compacted mixture will be determined in accordance with Mississippi Test Method MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the maximum specific gravity of the uncompacted mixture determined from field laboratory tests.
3. Stability--Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures.
4. Asphalt Content—Mississippi Test Method MT-6, Nuclear Determination of Bitumen Content of paving Mixtures, or Incinerator oven per AASHTO Designation: T 308, Method A.
5. Mixture Gradation--Mississippi Test Method MT-31.

6. Density—AASHTO Designation: T 166, Bulk Specific Gravity of Compacted Bituminous Materials, or Mississippi Test Method MT-16 (Method C), Nuclear Method for Field In-Place Density Determination, except leveling courses and temporary work of short duration will be determined only by AASHTO T 166. When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 or Mississippi Test Method: MT-16 (Method C) will be used for density determination. (Note - The nuclear gauge shall be correlated with the average of five pavement sample densities.)
7. Extractions shall be run to determine acceptability of the combined aggregate blend of samples of the bituminous mixture obtained from trucks. At least one sample will be obtained at random for each day of production.

Bituminous mixture placed prior to correction for deficiencies in VMA, total voids, stability, or asphalt content, as required above, and determined by the Engineer in accordance with 105.03 to be satisfactory to remain in place, will be paid for at 90% of the contract unit price.

Delete Subsection 401.02.6.4--Acceptance Procedure for Density in toto and replace with the following:

907-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot basis from density tests performed by the Engineer. Material produced and placed during test strip(s) for each course will be designated as separate lots. Otherwise, the lot will be designated as a day's production unless terminated by the Engineer. When less than a day's production and one or more tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be considered as a lot.

When less than a day's production and no tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be included in the previous lot. Each lot will be divided into five approximately equal sublots. One density test will be taken at a random location in each of the sublots in accordance with Department SOP. When a nuclear density test of a subplot does not meet specified density requirements, two additional tests will be taken within a one-square-yard area of the first test. The average of the three tests shall be the density of the subplot, except when removal of the subplot or a portion thereof is required as set out below. The average of the five subplot density tests will be the test value for the lot. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient.

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor shall make the necessary correction to plant and/or mixture to conform to the specified density requirements. If the next lot or portion thereof, shows that corrections have not been made, the Contractor's operation will be suspended until such corrections are made. After a suspension of operations a new test strip will be required during which the Contractor shall develop a new rolling pattern for compaction to specification requirements. Payment for the mixture placed prior to making correction will be made as set out below.

When determined that the density of a subplot is below 90.0 percent of maximum density, the subplot or portion thereof with a density outside these limits shall be removed and replaced at no

additional cost to the project. The density will be verified from a pavement sample taken within a one-square yard area of the original nuclear gauge test and tested in accordance with AASHTO Designation: T 166 prior to requiring removal and replacement.

The limits of removal will be established from pavement sample densities. Any required removal shall be full lane width and not less than 50 feet in length. A corrected subplot will be tested for approval and determination of the average test value for the lot in accordance with Department SOP. No resampling will be performed when pavement samples are used for determining density.

When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 of Mississippi Test Method: MT-16 will be used for density determination. (Note - The Nuclear gauge shall be correlated with the average of five pavement sample densities.)

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor will have the right to remove and replace the subplot or sublots not meeting specified density requirements in lieu of accepting reduced payment for the lot as determined in accordance with the provisions set out in the following paragraph.

Each lot of work found not to be in conformity with the density requirement of not less than 92.0 percent (92.0%) may remain in place with a reduction in payment as set out in the following table:

PAYMENT SCHEDULE FOR COMPACTION

Pay Factor	Lot Density* % of Maximum Density_____
**	above 97.0
1.00	above 92.0
0.90	91.0 — 91.9
0.75	90.0 — 90.9

*Any lot, subplot or portion thereof with a density of less than 90.0 percent (90.0%) of maximum density shall be removed and replaced at no additional cost to the Project.

** Field density greater than 97 percent - Plant corrections and/or mixture corrections shall be made by the Contractor or operations will be suspended until corrections are made as provided in Subsections 907-401.02.6.1, 907-401.02.6.2, and 907-401.02.6.3. Mixtures placed prior to corrections or suspension will receive 100 percent pay.

Delete 401.04-Method of Measure. in toto and replace with the following:

907-401.04. --Method of Measurement. Marshall Design Hot Mix Asphalt (HMA), complete-in-place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of 401.03.2.1.11.

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in 407.06.

The quantity of HMA mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any excavation required for widening will not be measured for payment; the cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

Delete Subsection 401.05-Basis of Payment in toto and replace with the following:

907-401.5--Basis of Payment. Subject to the adjustments set out in 907-401.02.6.3 and 907-401.02.6.4, Marshall Design Hot Mix Asphalt (HMA), complete-in-place, accepted, and measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

907-401.05.01--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in 403.03.3 and the average thickness of all cores from lots representing a day's production is more than 3/8 inch thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made as follows:

(Individual Day's L.S. Reduction)	(Monetary Value of the Day's Surface Lift Production)	$\frac{(D - 3/8)}{ST}$
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Where:

D = The day's average deviation from total pavement thickness shown on the plans excluding lift(s) placed using an established grade line.

ST = Specified thickness for lift

The total L.S. reduction for the project is the summation of the individual day's reductions in payment

907-401.05.2--Pay Items.

Payment will be made under:

907-401-A:	Hot Mix Asphalt Base course, (BB-__)	-- per ton
907-401-A (W):	Hot Mix Asphalt Base course, (Trench Widening), (BB-__)	-- per ton
907-401-B:	Hot Bituminous Pavement Leveling Course, (BC-__), (Type __)	-- per ton
907-403-C:	Hot Bituminous Pavement Binder Course, (BC-__), (Type __)	-- per ton
907-403-D:	Hot Bituminous Pavement Surface Course, (BC-__), (Type __)	-- per ton

P R O P O S A L

Date 10-25-22, _____

PROPOSAL OF Central Asphalt Co, Inc.

Name Central Asphalt Co, Inc.

1208 National St.
Address Vicksburg MS 39180

The plans for said project are composed of drawings and blue prints on file in the office of the City Clerk, City Hall, Vicksburg, Mississippi.

The specifications on which this proposal is based are bound herewith and made a part hereof.

TO: THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF
VICKSBURG, MISSISSIPPI

Gentlemen:

The following proposal is made of 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, 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 site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site 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.

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 all work called for by the contract documents within the specified contract time for the following unit prices:

The following is my (our) itemized proposal for **2022 STREET PAVING PROJECT – GROUP 1** designated in Vicksburg, MS

I (we) agree to finish the entire project within 90 Work/Calendar Days.

I (We) further propose to execute the contract agreement as shown in the specifications within ten (10) days after the work is awarded to me (us).

I (We) also propose to execute performance bond and payment bond, as shown in the specifications, in an amount not less than one hundred percent (100%) of the total of my (our) bid. These bonds shall not only serve to guarantee the completion of the work on my (our) part, and prompt payment to all laborers and suppliers, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose cash or a bid bond, cashier's check, or certified check for 5% of the Total Bid Amount Dollars (\$ 5% AM + Bid)

and hereby agree that in case of my (our) failure to execute the contract and furnish the required bond within ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the City of Vicksburg as liquidated damages arising out of my (our) failure to execute the contract as proposed.

It is understood that in case I (We) are not awarded the work, the cash, cashier's check, certified check or bid bond submitted as bid security will be returned as stipulated in the specifications.

Respectfully submitted,

Central Asphalt Co, Inc.
Contractor(s)

By Gregory E. Hayes President
Title Greg Hayes

1208 National St
Address Vicksburg, MS 39180

BID FORM
FOR
2022 STREET PAVING PROJECT – GROUP 1

STREET RECAP	
Indiana Avenue	340,729.55
Porters Chapel Road	245,409.05
Old Halls Ferry Road	146,212.65
Harrison Street	179,233.75
Total Project Cost	911,585.00

STREET RECAP						
Indiana Avenue						
PAY ITEM NO.	PAY ITEM	UNIT	QTY	UNIT COST	TOTAL COST	
202-B071	REMOVAL OF CONCRETE PAVEMENT, 8" DEPTH	SY	-			
907-401-A	HOT MIX ASPHALT BASE COURSE, (BB-1), BASE REPAIR	TON	-			
907-403-D	HOT BITUMINOUS PAVEMENT, TYPE 8 (SC-1)	TON	925	187.95	173,853.75	
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	3345	31.50	105,367.50	
407-A001	ASPHALT FOR TACK COAT	GAL	631.0	7.00	4,417.00	
503-C010	SAWCUT, FULL DEPTH	LF	-			
618-A001	MAINTENANCE OF TRAFFIC	LS	1	6,250.00	6,250.00	
619-C6001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	-			
619-C7001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	66	22.00	1,452.00	
620-A001	MOBILIZATION	LS	1	22,000.00	22,000.00	
907-626-A002	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	-			
907-626-B001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	6125	1.10	6,737.50	
907-626-C002	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	5036	1.10	5,539.60	
907-626-D001	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	-			
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	5029	2.20	11,063.80	
907-626-F001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	-			
907-626-G001	THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH	LF	405	4.20	1,782.00	
907-626-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT LENGTH	LF	-			
907-626-G003	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	LF	-			
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	EA	-			
907-626-H004	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	LF	-			
907-626-H005	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	SF	154.0	6.60	1,016.40	
	UTILITY ALLOWANCE	LS	1	1,250.00	1,250.00	
Total Indiana Avenue					340,729.55	

STREET RECAP						
Porters Chapel Road						
PAY ITEM NO.	PAY ITEM	UNIT	QTY	UNIT COST	TOTAL COST	
202-B071	REMOVAL OF CONCRETE PAVEMENT, 8" DEPTH	SY	-			
907-401-A	HOT MIX ASPHALT BASE COURSE, (BB-1), BASE REPAIR	TON	-			
907-403-D	HOT BITUMINOUS PAVEMENT, TYPE 8 (SC-1)	TON	665	187.95	124,986.75	
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	2270	31.50	71,505.00	
407-A001	ASPHALT FOR TACK COAT	GAL	454.0	7.00	3,178.00	
503-C010	SAWCUT, FULL DEPTH	LF	-			
618-A001	MAINTENANCE OF TRAFFIC	LS	1	6250	6,250.00	
619-C6001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	-			
619-C7001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	57	22.00	1,254.00	
620-A001	MOBILIZATION	LS	1	22,000.00	22,000.00	
907-626-A002	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	-			
907-626-B001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	-			
907-626-C002	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	4541	1.10	4,995.10	
907-626-D001	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	-			
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4541	2.20	9,990.20	
907-626-F001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	-			
907-626-G001	THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH	LF	-			
907-626-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT LENGTH	LF	-			
907-626-G003	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	LF	-			
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	EA	-			
907-626-H004	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	LF	-			
907-626-H005	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	SF	-			
	UTILITY ALLOWANCE	LS	1	1,250.00	1,250.00	
Total Porters Chapel Road					745,409.05	

STREET RECAP						
Old Halls Ferry Road						
PAY ITEM NO.	PAY ITEM	UNIT	QTY	UNIT COST	TOTAL COST	
202-B071	REMOVAL OF CONCRETE PAVEMENT, 8" DEPTH	SY	516	30.00	15,480.00	
907-401-A	HOT MIX ASPHALT BASE COURSE, (BB-1), BASE REPAIR	TON	231	202.50	46,777.50	
907-403-D	HOT BITUMINOUS PAVEMENT, TYPE 8 (SC-1)	TON	159	167.95	26,884.05	
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	460	31.50	14,490.00	
407-A001	ASPHALT FOR TACK COAT	GAL	68.0	7.00	476.00	
503-C010	SAWCUT, FULL DEPTH	LF	335	20.00	6,700.00	
618-A001	MAINTENANCE OF TRAFFIC	LS	1	6,250.00	6,250.00	
619-C6001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	1	27.50	27.50	
619-C7001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	4	22.00	88.00	
620-A001	MOBILIZATION	LS	1	22,000.00	22,000.00	
907-626-A002	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	-			
907-626-B001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	-			
907-626-C002	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	-			
907-626-D001	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	-			
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	146	2.20	321.20	
907-626-F001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	-			
907-626-G001	THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH	LF	63	4.40	277.20	
907-626-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT LENGTH	LF	-			
907-626-G003	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	LF	-			
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	EA	-			
907-626-H004	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	LF	288	6.60	1,900.80	
907-626-H005	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	SF	22.0	13.20	290.40	
	UTILITY ALLOWANCE	LS	1	1,250.00	1,250.00	
Total Old Halls Ferry Road					146,212.65	

STREET RECAP						
Harrison Street						
PAY ITEM NO.	PAY ITEM	UNIT	QTY	UNIT COST	TOTAL COST	
202-B071	REMOVAL OF CONCRETE PAVEMENT, 8" DEPTH	SY	-			
907-401-A	HOT MIX ASPHALT BASE COURSE, (BB-1), BASE REPAIR	TON	-			
907-403-D	HOT BITUMINOUS PAVEMENT, TYPE 8 (SC-1)	TON	527	187.95	99,049.65	
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1467	31.50	46,210.50	
407-A001	ASPHALT FOR TACK COAT	GAL	360	7.00	2,520.00	
503-C010	SAWCUT, FULL DEPTH	LF	-			
618-A001	MAINTENANCE OF TRAFFIC	LS	1	6,250.00	6,250.00	
619-C6001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	-			
619-C7001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKER	EA	-			
620-A001	MOBILIZATION	LS	1	22,000.00	22,000.00	
907-626-A002	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	-			
907-626-B001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	-			
907-626-C002	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	-			
907-626-D001	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	-			
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	88	2.20	193.60	
907-626-F001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	-			
907-626-G001	THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH	LF	100	4.40	440.00	
907-626-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT LENGTH	LF	-			
907-626-G003	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	LF	-			
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	EA	-			
907-626-H004	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	LF	200	6.60	1,320.00	
907-626-H005	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	SF	-			
	UTILITY ALLOWANCE	LS	1	1,250.00	1,250.00	
				Total Harrison Street		174,233.75

(To be filled in if a corporation)

Date 10-25, 2022

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

Greg Hayes
President

1208 National St. Vicksburg MS 39180
Address

Dottie Hayes
Secretary

1208 National St. Vicksburg MS 39180
Address

Dottie Hayes
Treasurer

1208 National St. Vicksburg MS 39180
Address

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Central Asphalt Co., Inc., 1208 National Street, Vicksburg, MS 39180

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Vicksburg Mississippi, 1401 Walnut Street, Vicksburg, MS 39180

(Here insert full name and address or legal title of Corporation)

as Oblige, hereinafter called the Oblige, in the sum of

5% of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

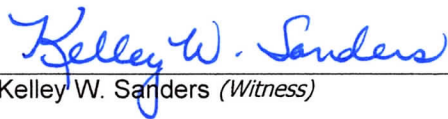
WHEREAS, the Principal has submitted a bid for

2022 STREET PAVING PROJECT - 4 STREETS, VICKSBURG, MISSISSIPPI (the Project)

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

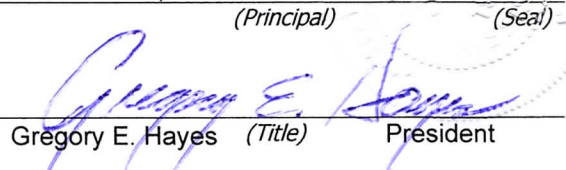
Signed and sealed this 25th day of October, 2022


Kelley W. Sanders (Witness)

Central Asphalt Co., Inc.

(Principal)

(Seal)


Gregory E. Hayes

(Title)

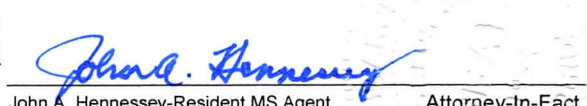
President

FCCI Insurance Company

(Surety)

(Seal)


Kelley W. Sanders (Witness)


John A. Hennessey-Resident MS Agent

Attorney-In-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

John A. Hennessey; Don R. Thames

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of October, 2022

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Disadvantaged Business Enterprise

The City of Vicksburg is committed to the principle of non-discrimination in public contracting. Therefore, the **City of Vicksburg** requests that prospective contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against Minority Business Enterprises or Female Business Enterprises.

As a bidder seeking to do business with the **City of Vicksburg**, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

“Minority Business Enterprise (MBE)” shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.

“Female Business Enterprise (FBE)” shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race.

The Contractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex.

CONTRACT

This contract made and entered into by and between

hereinafter called Contractor, and The Mayor and Aldermen of The City of Vicksburg, Mississippi, a municipal corporation, hereinafter called the City.

WITNESSETH:

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

1. That the City's Advertisement for Bids, the Contractor's bid, the specifications, including any and all special provisions, changes and addenda covering the work to be done, the contract plans, working drawings and the bonds hereto attached are hereby made a part of this contract as fully and completely as if set forth in words and figures 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 the construction of:

2022 STREET PAVING PROJECT – GROUP 1

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 City, to the complete satisfaction of the City, or authorized representatives, and in accordance with the laws of the United States, the State of Mississippi and the ordinances of the City of Vicksburg, for which the City 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 thereof as stated in the proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, which is estimated as being in the sum of _____

_____ Dollars(\$_____); in 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 the City of Vicksburg, of and from any and all claims for damages growing out of the performance of this contract as a result of negligence on the part of the Contractor, or from any reason whatsoever, and particularly from the public use of the streets being constructed or improved under this contract.

5. Attached hereto and made a part of this contract is a payment and performance bond, executed by a surety company doing business in the State of Mississippi in the penal sum of _____ Dollars

(\$_____).

IN WITNESS WHEREOF the parties hereto have affixed their
signatures this the _____ day of _____, 2022

Contractor

By _____
Title

CITY OF VICKSBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

PERFORMANCE AND PAYMENT BOND

STATE OF MISSISSIPPI

FOR:

2022 STREET PAVING PROJECT – GROUP 1

COUNTY OF WARREN)

located in Vicksburg, Mississippi

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, Principal, residing at _____

_____ in the State of _____

_____ and _____

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto The Mayor and Aldermen of The City of Vicksburg, Mississippi in the penal sum of _____

_____ (\$ _____) Dollars, lawful money of the United States of America, to be paid to it, for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D., _____.

The conditions of this bond are such, that whereas the said _____, Principal, has (have) entered into a contract (including drawings, plans, specifications and other contract documents on file with the City Clerk) with The Mayor and Aldermen of The City of Vicksburg, Mississippi bearing the date of _____ day of _____ A.D., _____, hereto annexed,

2022 STREET PAVING PROJECT – GROUP 1

Now, therefore, the above bounden principal and surety, jointly and severally bind themselves to fully and completely perform all of the terms, covenants and conditions as in said contract contained on his (their) part to be done and performed; and furnish all of the labor, material and equipment specified in said contract in strict accordance with the terms of said contract, including

said plans, specifications and special provisions, and shall maintain the said work and improvements contemplated until its final completion and acceptance; and save harmless said City of Vicksburg, Mississippi from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal(s) his (their) agents, servants or employees in the performance of said contract; or in any manner connected therewith; and shall be liable for the repayment in a civil action instituted by said City for any amount of money or property the City of Vicksburg, Mississippi may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees; and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material equipment or supplies therefor, including premiums incurred, for Surety Bonds and Liability Insurance, in the course of the performance of said work, and shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when, and as the same may be lawfully due this state, or any county, municipality, board, department, commission or political sub-division thereof by reason of and directly connected with the performance of said contract or any part thereof, and shall fully and completely perform said contract and to the satisfaction of the City of Vicksburg, Mississippi and each and every obligation, condition, covenant and term thereof; and pay all of the expense and cost and Attorneys' fees that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond.

WITNESS OUR SIGNATURES, this the _____ day of _____ A.D., _____.

_____	_____
Principal	Surety
by _____	By _____
	Attorney-in-Fact

(Title)

(Seal)

(Name and Address of Authorized Representative)

APPROVED:

CITY OF VICKSBURG, MISSISSIPPI

(Surety Seal)

BY _____
MAYOR

_____ day of _____.

CERTIFICATE OF LOCAL PUBLIC AGENCY'S ATTORNEY

I, the undersigned, Kimberly Nailor, the duly authorized and acting legal representative of the City of Vicksburg, Mississippi do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and it appears that the aforesaid agreement has been duly executed by the proper parties thereto acting through their duly authorized representatives; and it appears that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements properly executed by authorized parties would constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof. This opinion is given in reliance upon the authenticity and genuineness of the execution and representations and without any inquiry beyond a review of the document execution sheets. No further inquiry was requested or expected by the parties.

This Certificate is only for the benefit of the City of Vicksburg and no other party.

DATE: _____

Date: _____