



SM No. CIM002001178

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(NONEXEMPT)

1  
Overlaying Interstate Highway 20 from Greenfield Road to Brandon Exit  
56, known as Federal Aid Project No. IM-0020-01(178) / 104515, in the  
County of Rankin, State of Mississippi.  
Project Completion: 48 Time Units

## NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL  
FROM MDOT CONTRACT ADMINISTRATION DIVISION  
TO BID ON THIS PROJECT.

Electronic addendum updates will be posted on [www.goMDOT.com](http://www.goMDOT.com)

**SECTION 900**  
**OF THE CURRENT**  
**(2004) STANDARD SPECIFICATIONS**  
**FOR ROAD AND BRIDGE CONSTRUCTION**  
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**JACKSON, MISSISSIPPI**

**BIDDER CHECK LIST  
(FOR INFORMATION ONLY)**

- \_\_\_\_\_ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- \_\_\_\_\_ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- \_\_\_\_\_ First sheet of SECTION 905--PROPOSAL has been completed.
- \_\_\_\_\_ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- \_\_\_\_\_ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- \_\_\_\_\_ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- \_\_\_\_\_ Form OCR-485, when required by contract, has been completed and signed.
- \_\_\_\_\_ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- \_\_\_\_\_ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- \_\_\_\_\_ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- \_\_\_\_\_ Subcontract Certificate, when included in contract, has been completed and signed.
- \_\_\_\_\_ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- \_\_\_\_\_ A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.
- \_\_\_\_\_ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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SECTION 905 - PROPOSAL,  
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PROGRESS SCHEDULE,  
HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET  
OF SECTION 905 AS ADDENDA)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, April 25, 2006; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, April 25, 2006, and shortly thereafter publicly opened for

Overlaying Interstate Highway 20 from Greenfield Road to the Brandon Exit, known as Federal Aid Project No. IM-0020-01(178) / 104515, in the County of Rankin, State of Mississippi.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

**The award of this contract will be contingent upon the Contractor satisfying the DBE requirements.**

Bid proposals must be acquired from the MDOT Contract Administration Division, Room 1013, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7744 or FAX (601) 359-7940. These proposals are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at [www.gomdot.com](http://www.gomdot.com).

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7460 or e-mail at [plans@mdot.state.ms.us](mailto:plans@mdot.state.ms.us) or FAX (601) 359-7461.

Plans will be shipped upon receipt of payment.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

LARRY L. "BUTCH" BROWN  
EXECUTIVE DIRECTOR

(FAP)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Governing Specifications**

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites**

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receipt of bids, it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way and utility adjustments and potentially contaminated sites are set forth in attachments entitled "Status of Right-of-Way", "Status of Utility Adjustments" and "Status of Potentially Contaminated Sites."

In the event right of entry is not available to ALL parcels of right-of-way and all work complete that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed, the Department will issue a restricted Notice to Proceed upon written request of the Contractor.

**STATUS OF RIGHT-OF-WAY**

IM-0020-01(178)

104515/301000

RANKIN COUNTY

March 10, 2006

All rights of way and legal rights of entry have been acquired, **except:**

**NONE.**

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED  
IM-0020-01(178)  
104515/301000  
RANKIN COUNTY  
March 6, 2006

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

This project is for overlay within existing Right of Way. There are no buildings in the contract to be removed.



STATUS OF POTENTIALLY CONTAMINATED SITES

IM-0020-01(178)

104515/301000

RANKIN COUNTY

March 6, 2006

THIS PROJECT IS FOR OVERLAY WITHIN EXISTING RIGHT OF WAY AND NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. ANY CONTAMINATION DISCOVERED ON EXISTING RIGHT OF WAY WILL BE HANDLED BY THE DEPARTMENT.

**UTILITY STATUS REPORT**

**IM-0020-01(178) / 104515**

**Rankin County**

**March 9, 2006**

No utilities were found that will conflict with construction.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 3**

**CODE: (SP)**

**DATE: 05/03/2004**

**SUBJECT: Final Clean-Up**

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 7**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: On-The-Job Training Program**

Payment for training hours will be handled as outlined in Special Provision 906-4. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-4).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-4) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 12**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Federal Bridge Formula**

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration  
400 7<sup>th</sup> Street, SW  
Washington, DC 20590  
(202) 366-2212

or

<http://ops.fhwa.dot.gov/freight/regulate/sw/>

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Submission of Form OCR-485

Bidders are hereby advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal package**. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered **irregular**.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 204

CODE: (IS)

DATE: 09/01/2004

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.

464	631.02	Change the subsection reference for Water from “714.01.0” to “714.01.1”.
575	683.10.4	Change the subsection number from “683.10.4” to “683.04”.
575	683.10.5	Change the subsection number from “683.10.5” to “683.05”.
596	701.02	In the table under the column titled “Cementations material required”, change Class F, FA” to “Class F FA,”.
603	702.11	In the first sentence, change “702.12” to “Subsection 702.12”.
612	703.04.2	In the fifth paragraph, delete “Subsection 703.11 and”.
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.
618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.



- 879 804.03.19.3.2 In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
- 962 814.02.3 In the first sentence, change “710.03” to “Subsection 710.03”.
- 976 820.03.2.1 In the first sentence, change “803.02.6” to “803.03.1.7”.
- 976 820.03.2.2 In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
- 985 Index Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.
- 985 Index Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
- 985 Index Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
- 986 Index Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
- 988 Index Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
- 988 Index Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
- 999 Index Delete “501.03.3.3” as a subsection reference for Truck Mixers.
- 1001 Index Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
- 1002 Index Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
- 1007 Index Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
- 1007 Index Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
- 1009 Index Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
- 1010 Index Delete reference to “Working Day, Definition of”.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 632

CODE: (IS)

DATE: 09/20/2005

**SUBJECT: DBE Participation and Payment**

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-484 has been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20<sup>th</sup> of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Form OCR-484 can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at [www.gomdot.com](http://www.gomdot.com) under the *Business Section, DBE Information, Applications and Forms for the DBE Program, Monthly Certification Of Payment To Subcontractors (OCR-484)(MDOT)*.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

## **SUPPLEMENT TO NOTICE TO BIDDERS NO. 696**

### **DATE:**

The goal is 6 percent for the Disadvantaged Business Enterprise.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in the first floor auditorium of the Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 696

CODE: (IS)

DATE: 12/20/2005

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION**

This contract is subject to the [Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users \(SAFETEA-LU\)](#) and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights  
Mississippi Department of Transportation  
P. O. Box 1850  
Jackson, Mississippi 39215-1850

### **POLICY**

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

### **ASSURANCES THAT CONTRACTORS MUST TAKE:**

MDOT will require that each contract which MDOT signs with a subrecipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

**DEFINITIONS**

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

**CONTRACTOR'S OBLIGATION**

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. **In this case**, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

**CONTRACT GOAL**

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- (7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

**DIRECTORY**

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

The DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal and approved by MDOT to count towards meeting the DBE goal.

**REPLACEMENT**

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was awarded, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

**GOOD FAITH EFFORTS**

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:



- (a) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (b) Efforts to negotiate with certified DBE Contractors for specific items shall include as a minimum:
  - (1) The name, address, and telephone number of each DBE contacted;
  - (2) A description of the information provided about the plans and specifications for those portions of the work to be subcontracted; and
  - (3) A statement of why agreements were not reached.
- (c) For each DBE contacted that was rejected as unqualified, the reasons for such conclusion.
- (d) Efforts made to assist each DBE that needed assistance in obtaining bonding or insurance required by the Contractor.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

**PARTICIPATION / DBE CREDIT**

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

### **AWARD**

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.
- (3) Bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

### **DEFAULT**

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

## **DBE REPORTS**

- (1) OCR-481: Refer to 'CONTRACT GOAL' section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

## **SANCTIONS**

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

<u>Offense</u>	<u>Percentage of the monetary amount disallowed from (1) above</u>	<u>Lump Sum</u>
# 1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO BIDDERS NO. 793**

**CODE: (SP)**

**DATE: 3/9/2006**

**SUBJECT: Petroleum Products Base Prices For Contracts Let in April 2006**

**REFERENCE: Subsection 109.07**

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.2033	\$0.5821
Diesel	\$2.3425	\$0.6188

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$1.0718	\$254.29	\$0.2831	\$280.30
Viscosity Grade AC-10	\$1.0899	\$258.57	\$0.2879	\$285.02
Viscosity Grade AC-20	\$1.0899	\$258.57	\$0.2879	\$285.02
Viscosity Grade AC-30	\$1.0783	\$255.83	\$0.2849	\$282.00
Grade PG 64-22	\$1.1019	\$261.43	\$0.2911	\$288.17
Grade PG 67-22	\$1.0598	\$251.43	\$0.2800	\$277.15
Grade PG 76-22	\$1.4718	\$349.17	\$0.3888	\$384.89
Grade PG 82-22	\$1.5701	\$372.50	\$0.4148	\$410.60

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$1.1232	\$0.2967
Grade RS-2C (CRS-2)	\$1.0958	\$0.2895
Grade CRS-2P	\$1.3627	\$0.3600

PRIMES

Grade EA-1 & MC-70	\$1.5068	\$0.3981
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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 796**

**CODE: (SP)**

**DATE: 03/07/2006**

**SUBJECT: Contract Time**

**PROJECT: IM-0020-01(178) / 104515 - Rankin County**

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued by not later than **May 9, 2006** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be **no later than August 10, 2006**. Should the Contractor request a Notice to Proceed earlier than **August 10, 2006**, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date

Allowable Time Units will be **48**.

The contract time has been based on Column "**D**" of the Table of Time Units, in Subsection-108.06.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 797**

**CODE: (SP)**

**DATE: 03/07/2006**

**SUBJECT: Specialty Items**

**PROJECT: IM-0020-01(178) / 104515--RANKIN COUNTY(IES)**

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

**CATEGORY: EROSION CONTROL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
120	216-A	Solid Sodding
130	219-A	Watering
150	234-A	Temporary Silt Fence
160	235-A	Temporary Erosion Checks

**CATEGORY: FENCE**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
380	607-B	60" Type I Chain Link Fence, Class I
390	607-E	Barbed Wire Fence, Single Strand
400	607-G	Gate, 12' x 52" Chain Link
410	607-P1	Line Post, 8' x 1 1/2" Galvanized Steel
420	607-P1	Line Post, 12' x 2" Galvanized Steel
430	607-P2	Brace Post, 7' x 2 1/2" Galvanized Steel
440	607-P2	Brace Post, 8' x 2 1/2" Galvanized Steel

**CATEGORY: GUARDRAIL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
320	606-A	Guard Posts
330	606-B	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
340	606-C	Guard Rail, Cable Anchor, Type 1
350	606-D	Guard Rail, Bridge End Section, Type A Modified
360	606-D	Guard Rail, Bridge End Section, Type C Modified
370	606-E	Guard Rail, Terminal End Section

**CATEGORY: GUARDRAIL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
580	630-F	Delineators, Guard Rail, White
590	630-F	Delineators, Guard Rail, Yellow

**CATEGORY: PAVEMENT MARKING**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
500	626-A	6" Thermoplastic Traffic Stripe, Skip White
510	626-C	6" Thermoplastic Edge Stripe, Continuous White
520	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
530	626-G	Thermoplastic Detail Stripe, White
540	627-K	Red-Clear Reflective High Performance Raised Markers
550	628-I	6" High Performance Cold Plastic Traffic Stripe, Skip White
560	628-J	6" High Performance Cold Plastic Traffic Stripe, Continuous White
570	628-M	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow

**CATEGORY: SIGNING**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
600	630-F	Delineators, Post Mounted, Single White
610	630-F	Delineators, Post Mounted, Double White
620	630-F	Delineators, Post Mounted, Double Yellow

**CATEGORY: TRAFFIC CONTROL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
450	619-A1	Temporary Traffic Stripe, Continuous White
460	619-A2	Temporary Traffic Stripe, Continuous Yellow
470	619-A3	Temporary Traffic Stripe, Skip White
480	619-A5	Temporary Traffic Stripe, Detail
490	619-C1	Red-Clear Reflective Raised Pavement Markers



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 798**

**CODE: (SP)**

**DATE: 03/07/2006**

**SUBJECT: Cooperation Between Contractors**

**PROJECT: IM-0020-01(178) / 104515 – Rankin County**

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractor's of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

The Bidder is advised that this project has a project that adjoin it; i.e. Project Number IM-0020-02(166) ; overlay .

The Contractor shall cooperate in all respects and shall coordinate construction with the Contractors of the adjacent projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 799

CODE: (SP)

DATE: 03/07/2006

SUBJECT Lane Closure Restrictions

PROJECT: IM-0020-01(178) / 104515 – Rankin County

**Neither lane closures nor obstructions resulting in less than the current full travel lanes of traffic flow will be permitted under any circumstances at any site (including interstate ramps and local roads) during the following time periods unless specifically directed by the Engineer in writing:**

**Monday thru Friday**

**I-20 Westbound**

**From 6:00 A.M. to 7:00 P.M.**

**I-20 Eastbound**

**From 6:00 A.M. to 7:00 P.M.**

For the purposes of this contract, official time is considered to be the announced time available at Jackson area telephone number (601) 355-9311.

**During the time periods listed above, no excuses will be accepted by the Department, and the Contractor will be charged a fee of \$500 per lane for each full or partial five (5) minute period during which less than the designated full travel lanes are available to the traveling public in either direction of traffic flow.**

Otherwise, lane closures resulting in less than the current travel lanes in any direction of travel flow will be permitted at all times other than those listed above, as approved by the Engineer. The “Traffic Control Plan” shall be in accordance with the MUTCD and MDOT’s Standard Drawings. Refer to MDOT Roadway Design Standard Working Number TCP-1 Sheet Number 250 (One-Lane Closure of Two-Way Traffic), TCP-2 Sheet Number 251 (4-Lane: Median Lane or Outside Lane Closure) (Work Day Only), and TCP-5 Sheet Number 254 (Interstates and Other 4-Lane Divided Highways) (Median Lane or Outside Lane Closure) (Work Day Only). The Contractor shall provide for and maintain traffic at all times during the course of the contract.

Any section of roadway that has more than two (2) existing lanes, the Contractor will only be allowed to close one (1) lane for a given direction of travel.

Neither lane closures nor obstructions resulting in less than the current full travel lanes of travel flow will be permitted on the following holidays and the day preceding them, New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that one of the aforementioned holidays occurs during a weekend or on a Monday, lanes closures will not be allowed during that weekend or on the Friday immediately preceding the holiday. In the event lane closures are present during these times, the Contractor will be charged a lane rental fee of \$500 per lane for each full or partial five (5) minute period, as applicable, during which less than the current full travel lanes are available to the traveling public in either direction of traffic flow.

Work shall be coordinated so that lane closures will be kept to a minimum. When not required for the work in progress, lane closures are to be removed from the roadway.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 800**

**CODE: (SP)**

**DATE: 03/07/2006**

**SUBJECT: Restrictions on Replacement of Concrete Pavement**

The Contractor is hereby advised that replacement of the concrete pavement shall be performed during the weekend. The Contractor shall schedule the concrete replacement operations such that the pavement repair will be complete and the strength requirements achieved prior to opening the lanes to traffic.

The Contractor shall make an adequate number of test cylinder to verify the strength requirements prior to opening the lanes to traffic.

Because it is critical to maintenance of traffic that all lanes of I-20 be open to continuous traffic flow by 7:00 A.M. on Monday, the Contractor shall schedule concrete overlay/replacement operations in such a manner that all operations for weekend overlay/replacement work will be completed and that the concrete will have attained a minimum cylinder compressive strength of 2500 psi before 7:00 A.M on Monday. If it becomes necessary to open lanes to traffic to comply with the lane closure restrictions prior to the concrete attaining a minimum cylinder compressive strength of 2500 psi, or any part of the overlay/replacement work fails for any reason, the Contractor shall remove and replace the failed area at no additional cost to the State and revise the concrete overlay/replacement method to ensure compliance with the lane closure restrictions. The work area shall be cleared of equipment and waste materials prior to opening to traffic. Contractor should reference the lane restriction requirements of Notice to Bidders No. 799 before scheduling pavement replacement operations.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 879**

**CODE: (SP)**

**DATE: 3/22/2006**

**SUBJECT: Portable Construction Lighting**

**PROJECT: IM-0020-01(178) / 104515 – Rankin County**

Bidders are hereby advised that portable construction lighting shall be required for any and all night operations on this project and shall conform to Section No. 680-1 of the Standard Specifications. No separate pay items are included in the plans or proposal and shall be considered incidental to other contract items.

## SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS20030026 dated June 13, 2003.

### **AREA 3-A COUNTIES :**

HINDS, MADISON & RANKIN

<b><u>PAYROLL CODE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>MIN. HOURLY WAGE RATE</u></b>
100	Air Tool Operator (Jack Hammer/Air Comp.)	\$6.33
105	Asphalt Raker	6.55
108	Mason Tender (Cement Mason Helper)	7.27
110	Carpenter	8.70
120	Cement Mason (Finisher)	8.14
130	Electrician	12.15
131	Mechanic (Heavy Equipment)	9.20
135	Oiler-Greaser	7.71
140	Form Setter	7.47
145	Grade Checker (Asphalt Crew)	8.00
150	Ironworker, Reinforcing (Tie Steel)	9.67
155	Ironworker, Structural	7.30
160	Laborer, Unskilled	6.37
165	Pipelayer	7.31
175	Painter (Structural Steel)	12.00
180	Piledriverman	8.50
185	Truck Driver (All Types)	6.77
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	11.00
<b><u>POWER EQUIPMENT OPERATORS</u></b>		
205	Aggregate Spreader Operator	6.53
212	Asphalt Broom (Sweeper) Operator	6.51
214	Asphalt Paving Machine/Spreader Operator	7.40
215	Asphalt Distributor Operator	7.30
216	Asphalt Plant Operator	8.65
220	Backhoe (Shovel) Operator	8.50
225	Bulldozer Operator	8.70
235	Concrete Finishing/Curing Machine Operator	9.00
240	Concrete Paving Machine Operator (Spreader)	8.75
250	Concrete Saw Operator	8.24
255	Concrete Breaker & Hydro-Hammer Operator	7.22
270	Loader (All Types)	8.46
275	Milling Machine Operator	7.01
280	Mixer Operator (All Types)	6.04
285	Motor Patrol (Grader) Operator	8.96
290	Mulcher Machine Operator	5.17
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	8.71
305	Roller Operator (Self-Propelled)	6.66
310	Scraper Operator (All Types)	6.50
315	Striping Machine Operator	15.00
320	Tractor Operator (Track Type)	9.24
325	Tractor Operator (Wheel Type)	5.92
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	10.20
365	Guardrail Post Driver	10.00

Authorized Payroll Code may be used in lieu of classification titles on weekly payrolls submitted to this Department. Codes or classification titles not conforming to those listed will not be acceptable.

**SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 6/15/94

**SUBJECT: Final Certificate and Contract Provisions for Subcontracts**

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant

of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be

taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward



qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

**1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

**a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the

same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

### **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned,

without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary,

hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
 Until further notice	 Goals for minority participation for each trade (percent)
 SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport-----	19.2
Jackson-----	30.3
 SMSA Counties:	
Desoto-----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson-----	16.9
 Non-SMSA Counties:	
George, Greene -----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
Adams, Amite, Wilkinson-----	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.
5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, Mississippi 39215-1850

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-3

CODE: (IS)

DATE: 02/14/2006

SUBJECT: Cooperation By Contractor

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

**907-105.05--Cooperation by Contractor.** In the third sentence of the second paragraph of Subsection 105.05 on page 35, change “Notice to Proceed” to “Notice of Award”.

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

The Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-1**

**DATE:** 03/21/2006

**SUBJECT:** *Liability Insurance*

In the first sentence of the first paragraph of Subsection 907-107.14.2.1 on page 1, change "\$300,000 each occurrence" to "\$500,000 each occurrence".

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-107.14.2--Liability Insurance.** Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$300,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

**907-107.14.2.2--Railroad Protective.** The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2

CODE: (IS)

DATE: 08/12/2005

SUBJECT: Permits, Licenses and Taxes

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-107.02--Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-107-3**

**CODE: (IS)**

**DATE: 02/14/2006**

**SUBJECT: Contractor's Protection Plan**

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-107.22.1--Contractor's Protection Plan.** After item number 3 in Subsection 107.22.1 on page 65, add the following:

4. A copy of the certification for the Contractor's Certified Erosion Control Person for monitoring and maintaining the effectiveness of the erosion control plan, including NPDES permit requirements.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-108-8**

**CODE: (IS)**

**DATE: 02/13/2006**

**SUBJECT: Prosecution and Progress**

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-108.01--Subletting of Contract.**

**907-108.01.1--General.** At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above.

**907-108.02--Notice To Proceed.** Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-401-2**

**CODE: (IS)**

**DATE: 11/04/2005**

**SUBJECT: Hot Mix Asphalt (HMA)**

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 401.02.6.2 on pages 248 and 249, and substitute:

**907-401.02.6.2--Assurance Program for Mixture Quality.** The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

- 1) Conducting verification tests.
- 2) Validate Contractor test results.
- 3) Periodically observing Contractor quality control sampling and testing.
- 4) Monitoring required quality control charts and test results.
- 5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-inch and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75 mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ $N_{Design}$	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected, the Engineer will stop production until corrective action is taken.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-401-3**

**CODE: (SP)**

**DATE: 01/31/2006**

**SUBJECT: Stone Matrix Asphalt (SMA)**

Section 401, Plant Mix Pavements-General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Stone Matrix Asphalt (SMA) Only.

### **SECTION 907-401 – STONE MATRIX ASPHALT (SMA)**

**907-401.01--Description.** These specifications include general requirements that are applicable to Stone Matrix Asphalt (SMA).

This work consists of the construction of one or more lifts of SMA in accordance with these specifications and the specific requirements for the mixture to be produced and placed in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

#### **907-401.01.1--Definitions.**

**Maximum Sieve Size** - Maximum sieve size is the smallest sieve size at which 100 percent of the aggregate passes.

**Nominal Maximum Sieve Size** - The nominal maximum sieve size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate.

**Maximum Density Line** - The maximum density line is a straight line plot on the FHWA 0.45 power gradation chart which extends from the zero origin point of the chart through the plotted point of the combined aggregate gradation curve on the nominal maximum sieve size.

**Mechanically Fractured Face** - An angular, rough, or broken surface of an aggregate particle created by crushing as determined by ASTM Designation: D 5821.

#### **907-401.02--Materials.**

##### **907-401.02.1--Component Materials.**

**907-401.02.1.1--General.** Component materials will be conditionally accepted at the plant subject to later rejection if incorporated in a mixture or in work that fails to meet contract requirements.

**907-401.02.1.2--Aggregates.** The source of aggregates shall meet the applicable requirements of Section 703.

**907-401.02.1.2.1--Coarse Aggregate Blend.** Mechanically fractured faces by weight of the combined mineral aggregate coarser than the No. 4 sieve shall be 95 percent two or more fractured faces for all SMA mixtures.

The maximum percentage by weight of flat and elongated particles, maximum to minimum dimension greater than 3, shall not exceed 20% for SMA mixtures. This shall be determined in accordance with ASTM D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

**907-401.02.1.2.2--Fine Aggregate Blend.**

All SMA mixture fine aggregate blends shall have a minimum fine aggregate angularity index of 44.0 (ASTM C1252, Method A). The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO T 90. The clay content for the combined aggregate used in underlying layers shall not exceed 1.0 percent, and when used in top layers shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO T 88.

**907-401.02.1.2.3--Combined Aggregate Blend.**

All gradations will be based on percent passing by volume and not mass. Refer to Mississippi Test Method MT-80 Stone Matrix Asphalt (SMA) Volumetric Mix Design, Section 11 for the procedure to calculate gradations based on volumes. The gradation requirements, by volume, for SMA mixtures are provided in the following table.

Sieve Size	Nominal Maximum Aggregate Size					
	19.0 mm		12.5 mm		9.5 mm	
	Lower Control	Upper Control	Lower Control	Upper Control	Lower Control	Upper Control
1 in.	100	100				
3/4 in.	90	100	100	100		
1/2 in.	50	74	90	100	100	100
3/8 in.	25	60	26	78	90	100
No. 4	20	28	20	28	26	60
No. 8	16	24	16	24	20	28
No. 16	13	21	13	21	13	21
No. 30	12	18	12	18	12	18
No. 50	12	15	12	15	12	15
No. 200	8.0	10.0	8.0	10.0	8.0	10.0

**907-401.02.1.3--Bituminous Materials.** Bituminous materials shall meet the applicable requirements of Section 702 for the grade specified. A PG 76-22 asphalt binder shall be used for

all SMA mixtures. The asphalt content (by weight of total mix) shall be based on the bulk specific gravity of the combined aggregate blend ( $G_{sb}$ ) to ensure a constant asphalt binder volume in the mix for durability purposes. The relationship between  $G_{sb}$  and the minimum asphalt binder content by weight of total mix is provided in the following table.

Based on Minimum Asphalt Content by Volume of 6.0 Percent		
Combined Aggregate Bulk Specific Gravity, $G_{sb}$	Minimum Asphalt Content (%)	Rounded Minimum Asphalt Content (%)
2.40	6.58	6.6
2.45	6.46	6.5
2.50	6.34	6.3
2.55	6.22	6.2
2.60	6.11	6.1
2.65	6.00	6.0
2.70	5.90	5.9
2.75	5.79	5.8
2.80	5.70	5.7
2.85	5.60	5.6
2.90	5.51	5.5
2.95	5.42	5.4
3.00	5.34	5.3
Minimum AC, % (mass) = $0.724*(G_{sb})^2 - 5.98*G_{sb} + 16.76$		

Tack coat shall be the same neat grade asphalt cement used in the mixture being placed or those materials specified for tack coat in Table 410-A on the last page of Section 410. Emulsified asphalt shall not be diluted without approval of the Engineer.

**907-401.02.1.4--Mineral Filler.** Mineral filler shall meet the requirements of Subsection 703.16.

**907-401.02.1.5--Hydrated Lime.** Hydrated lime shall meet the requirements of Subsection 714.03.2 for lime used in soil stabilization.

**907-401.02.1.6--Asphalt Admixtures.** Additives for liquid asphalt, when required or permitted, shall meet the requirements of Subsection 702.08.

**907-401.02.1.7--Polymers.** Polymers for use in polymer modified SMA pavements shall meet the requirements of Subsection 702.08.3.

**907-401.02.1.8--Stabilizing Fiber.** Stabilizing fiber shall meet the requirements of Subsection 714.07.

**907-401.02.2--Blank.**

**907-401.02.3--Composition of Mixtures.**

**907-401.02.3.1--General.** Unless otherwise specified or permitted, the SMA shall consist of a uniform mixture of asphalt, aggregate, mineral filler, stabilizing fibers, hydrated lime and, when required or necessary to obtain desired properties, antistripping agent and/or other materials.

The total amount of crushed limestone aggregate, in the top lift, shall not exceed 50 percent of the total combined aggregate by weight.

Hydrated lime shall be used in all SMA at the rate of one percent (1%) by weight of the total dry aggregate. The aggregate, prior to the addition of the hydrated lime, shall contain sufficient surface moisture. If necessary, the Contractor shall add moisture to the aggregate according to the procedures set out in Subsection 907-401.03.2.1.2.

The Contractor shall obtain a shipping ticket for each shipment of hydrated lime. The Contractor shall provide the District Materials Engineer with a copy of each shipping ticket from the supplier, including the date, time and weight of hydrated lime shipped.

Mixtures will require the addition of an antistripping agent when the Tensile Strength Ratio (MT-63) and/or the Boiling Water Test (MT-59) fail to meet the following criteria.

**Tensile Strength Ratio (TSR - MT-63)**

Wet Strength / Dry Strength	85 percent minimum
Interior Face Coating	95 percent minimum

**Boiling Water Test (MT-59)**

Particle Coating	95 percent minimum
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Reclaimed asphalt pavement (RAP) or crushed reclaimed concrete may not be used as an aggregate component in the production of SMA.

**907-401.02.3.1.1--Mixture Properties.**

The mortar is defined as the combination of the percent passing the 0.075 mm sieve, liquid asphalt binder, and the stabilizing fiber. Mix design and approval shall include mortar preparation and testing conducted in accordance with Mississippi Test Method MT-81. The mortar shall have a minimum unaged dynamic shear rheometer (DSR)  $G^*/\sin\delta$  of 5.00 kPa, a minimum rolling thin film oven (RTFO) DSR  $G^*/\sin\delta$  of 11.00 kPa, and a maximum pressure aging vessel (PAV) bending beam rheometer (BBR) stiffness (S) of 1500 MPa.

All mixes shall be designed according to Mississippi Test Method MT-80. SMA mixes shall be designed with the Superpave gyratory compactor utilizing an  $N_{design}$  of 75 gyrations. The design air voids and voids in the mineral aggregate for all SMA mixes are 4.0 and a minimum of 17.0 percent, respectively. The ratio of the voids in the coarse aggregate in the compacted mix ( $VCA_{mix}$ ) to the voids in the coarse aggregate as determined with the dry rodded unit weight test ( $VCA_{dr}$ ) shall be less than 1.0.

The designed mixture shall have a draindown of less than 0.3 percent when tested in accordance with Mississippi Test Method MT-82, Draindown Determination for Stone Matrix Asphalt Mixtures.

**907-401.02.3.2--Job Mix Formula.** The job mix formula shall be established in accordance with Mississippi Test Method MT-80.

At least 10 working days prior to the proposed use of each mixture, the Contractor shall submit in writing to the Engineer a proposed job-mix formula or request the transfer of a verified job-mix formula as set forth in the latest edition of MDOT's Field Manual for HMA and MT-80. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The Department will perform the tests necessary for review of a proposed job-mix formula for each required mixture free of charge one time only. A charge will be made for additional job-mix formulas submitted by the Contractor for review.

Review of the proposed job-mix formula will be based on percent maximum specific gravity at  $N_{Design}$ , VMA @  $N_{Design}$ , ratio of voids in the Coarse Aggregate ( $VCA_{mix}/VCA_{dr}$ ), draindown, mortar properties, resistance to stripping, and other criteria specified for the mixture.

The mixture shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportion of any component of the job-mix formula 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.

A job-mix formula may be transferred to other contracts in accordance with conditions set forth in the Department's Field Manual for HMA.

The Contractor shall not place any SMA prior to receiving "tentative" approval and a MDOT design number from the Central Laboratory.

When a change in source of materials, unsatisfactory mixture production results (such as segregation, bleeding, shoving, rutting over 1/8", raveling & cracking) 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.

**907-401.02.4--Layer Thickness.** The minimum and/or maximum laying thickness for SMA mixtures are provided in the following table.



Mixture Nominal Maximum Size	Single Lift Laying Thickness (Inches)	
	Minimum	Maximum
19 mm	2 1/4	3
12.5 mm	1 1/2	2
9.5 mm	1 1/8	1 1/2

**907-401.02.5--Contractor's Quality Management Program.**

**907-401.02.5.1--General.** The Contractor shall have full responsibility for quality management and maintain a quality control system that will furnish reasonable assurance that the mixtures and all component materials incorporated in the work conform to contract requirements. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the specified mixture. Adjustments to plant operation and spreading and compaction procedures shall be made immediately when results indicate that they are necessary. Mixture produced by the Contractor without the required testing or personnel on the project shall be subject to removal and replacement by the Contractor at no additional cost to the State.

**907-401.02.5.2--Personnel Requirements.** The Contractor shall provide at least one Certified Asphalt Technician-I (CAT-I) full-time during SMA production at each plant site used to furnish material to the project. Sampling shall be conducted by a certified technician or by plant personnel under the direct observation of a certified technician. All testing, data analysis and data posting will be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor shall have a Certified Asphalt Technician-II (CAT-II) available to make any necessary process adjustments. Technician certification shall be in accordance with MDOT SOP TMD-22-10-00-000, MDOT HMA Technician Certification Program. An organizational chart, including names, telephone numbers and current certification, of all those responsible for the quality control program shall be posted in the contractor's laboratory while the SMA paving work is in progress.

**907-401.02.5.3--Testing Requirements.** As a minimum, the Contractor's quality management program shall include the following:

- (a) Bituminous Material. Provide Engineer with samples in a sealed one quart metal container at the frequency given in MDOT SOP TMD-20-04-00-000.
- (b) Mechanically Fractured Face. Determine mechanically fractured face content of aggregates retained on the No. 4 sieve, at a minimum of one test per day of production.
- (c) Mixture Gradation. Conduct extraction tests for gradation determination on the mixture. Sample according to the frequency in paragraph (i) and test according to Mississippi Test Method MT-31.
- (d) Total Voids and VMA. Determine total voids and voids in mineral aggregate (VMA), at  $N_{Design}$ , from the results of bulk specific gravity tests on laboratory compacted

specimens. Sample according to the sampling frequency in paragraph (i) and test according to the latest edition of MDOT's Field Manual for HMA.

- (e) Asphalt Content. Sample according to the sampling frequency in paragraph (i), and determine the asphalt content using one of the following procedures.
  - (1) Nuclear gauge. (Mississippi Test Method MT-6)
  - (2) Incinerator oven. (AASHTO T 308, Method A)

Draindown tests shall also be conducted according to Mississippi Test Method MT-82, at a minimum of one test per day of production..

- (f) Stripping Tests. Conduct 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 antistripping 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.
- (g) Density Tests. Conduct density tests as necessary to control and maintain required compaction according to Mississippi Test Method: MT-16, Method C (nuclear gauge), or AASHTO T 166.
- (h) Quality Control Charts. Plot the individual test data, the average of the last four tests and the control limits for the following items as a minimum:

- Mixture Gradation (Percent Passing) Sieves:
  - 1/2-in, 3/8-in, No. 4, No. 8, No. 30, and No. 200.
- Asphalt Content, Percent
- Maximum Specific Gravity
- Total Voids @  $N_{Design}$ , Percent
- VMA @  $N_{Design}$ , Percent

Keep charts up-to-date and posted in a readily observable location. Charts may be kept on a computer, however, the charts shall be printed out a minimum of once each production day and displayed in the laboratory. Note any process changes or adjustments on the Air Voids chart.

- (i) Sampling Frequency. Conduct those tests as required above at the following frequency for each mixture produced based on the estimated plant tonnage at the beginning of the day.

<u>Total Estimated Production, tons</u>	<u>Number of Tests</u>
1-700	1
701-1400	2
1401-2100	3
2101+	4

- (j) **Sample Requirements.** Obtain the asphalt mixture samples from trucks at the plant. Obtain aggregate samples from cold feed bins or aggregate stockpile. Save a split portion of all mixture samples at the laboratory site in a dry and protected location for 14 calendar days. At the completion of the project, the remaining samples may be disposed of with the approval of the Engineer.

The above testing frequencies are for the estimated plant production for the day. If production is discontinued or interrupted, the tests will be conducted at the previously established sample tonnage points for the materials that are actually produced. If the production exceeds the estimated tonnage, sampling and testing will continue at the testing increments previously established for the day. A testing increment is defined as the estimated daily tonnage divided by the required number of tests from the table in Subsection 907-401.02.5.3 paragraph (i).

In addition to the above program, aggregate stockpile gradation tests (AASHTO T-11 and T-27) shall be conducted every other production day. Fine aggregate angularity tests (ASTM C 1252, Method A) shall be conducted on the first day of production and once for every eight production samples thereafter, with a minimum of one test per production week.

**907-401.02.5.4--Documentation.** The Contractor shall document all observations, records of inspection, adjustments to the mixture, and test results on a daily basis. All tests conducted by the Contractor in accordance with Subsection 907-401.02.5.3(h) shall be included in the running average calculations. If single tests are performed as a check on individual SMA properties, between regular samples, without performing all tests required in Subsection 907-401.02.5.3(h), the results of those individual tests shall not be included in the running average calculations for that particular property. The Contractor shall record the results of observations and records of inspection as they occur in a permanent field record. The Contractor shall record all process adjustments and job mix formula (JMF) changes on the air void charts. The Contractor shall provide copies of all test data sheets and the daily summary reports on the appropriate Mississippi DOT forms to the Engineer on a daily basis. The Contractor shall provide a written description of any process change, including blend proportions, to the Engineer as they occur. Information provided to the Engineer must be received in the Engineer’s office by no later than 9:00 AM the day after the SMA is produced. Fourteen days after the completion of the placement of the SMA, the Contractor shall provide the Engineer with the original testing records and control charts in a neat and orderly manner.

**907-401.02.5.5--Control Limits.** The following control limits for the job mix formula (JMF) and warning limits are based on a running average of the last four data points.

<u>Item</u>	<u>JMF Limits</u>	<u>Warning Limits</u>
Sieve - % Passing		
1/2-in	± 5.5	± 4.0
3/8-in	± 5.5	± 4.0
No. 4	± 4.0	± 3.0
No. 8	± 4.0	± 3.0
No. 30	± 4.0	± 3.0
No. 200	± 2.0	± 1.5
Asphalt Content, %	-0.3 to +0.5	-0.2 to +0.4
Total Voids @ N <sub>Design</sub> , %	± 1.3	± 1.0
VMA @ N <sub>Design</sub> , %	- 1.5	- 1.0

**907-401.02.5.6--Warning Bands.** Warning bands are defined as the area between the JMF limits and the warning limits.

**907-401.02.5.7--Job Mix Formula Adjustments.** A request for a JMF adjustment signed by a CAT-II may be made to the Engineer by the Contractor. Submit sufficient testing data with the request to justify the change. The requested change will be reviewed by the State Materials Engineer for the Department. If current production values meet the mixture design requirements, a revised JMF will be issued. Adjustments to the JMF shall conform to the latest edition of MDOT's Field Manual for HMA. Adjustments to the JMF to conform to actual production shall not exceed the tolerances specified for the JMF limits. Regardless of such tolerances, any adjusted JMF gradation shall be within the range given in Subsection 907-401.02.1.2.3 for the mixture specified. **The JMF asphalt content may only be reduced if the production VMA meets or exceeds the minimum design VMA requirements for the mixture being produced.**

**907-401.02.5.8--Actions and Adjustments.** Based on the process control test results for any property in question, the following actions shall be taken or adjustments made when appropriate:

- (a) When the running average trends toward the warning limits, the Contractor shall consider taking corrective action. The corrective action, if any, shall be documented. All tests shall be part of the contract files and shall be included in the running average calculations.
- (b) The Contractor shall notify the Engineer whenever the running average exceeds the warning limits.
- (c) If two consecutive running averages exceed the warning limit, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
- (d) If the adjustment made under (c) improves the process such that the running average after four additional tests is within the warning limits, the Contractor may continue production with no reduction in payment.
- (e) If the adjustment made under (c) does not improve the process and the running average after four additional tests stays in the warning band, the mixture will be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied starting

- from the stop point to the point when the running average is back within the warning limits in accordance with Subsection 907-401.02.6.3.
- (f) Failure to stop production and make adjustments when required shall subject all mixture produced from the stop point to the point when the running average is back within the warning limits to be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied in accordance with Subsection 907-401.02.6.3.
  - (g) If the running average exceeds the JMF limits, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
  - (h) All materials for which the running average exceeds the JMF limits will be considered unacceptable and shall be removed and replaced by the Contractor at no additional cost to the State. The Engineer will determine the quantity of material to be replaced based on a review of the individual testing data which make up the running average in question and an inspection of the completed pavement. If the Engineer decides to leave the mixture in place because of special circumstances, the quantity of mixture, as defined above, will be paid for in accordance with Subsection 907-401.02.6.3.
  - (i) Single test results shall be compared to 1.7 times the warning and JMF limits. If the test results verified by QA testing, within allowable differences in Subsection 907-401.02.6.2, exceed these limits, the pay factor provided in Subsection 907-401.02.6.3 will apply for the quantity of material represented by the test(s). Single test limits will be used for the acceptance of projects when insufficient tonnage is produced to require four (4) Contractor's tests.
  - (j) The above corrective action will also apply for a mixture when the Contractor's testing data has been proven incorrect. The Contractor's data will be considered incorrect when; 1) the Contractor's tests and the Engineer's tests do not agree within the allowable differences given in Subsection 907-401.02.6.2 and the difference can not be resolved, or 2) the Engineer's tests indicates that production is outside the JMF limits and the results have been verified by the Materials Division. The Engineer's data will be used in place of the Contractor's data to determine the appropriate pay factor.

**907-401.02.5.9--Trial Section.** At the beginning of placement for each lift, the Contractor shall construct a trial section of a maximum of 400 tons of mix, for the purpose of establishing and evaluating consistent mixture properties and the compactibility of the mixture. Another purpose of the trial section will be to permit the Contractor to adjust the production process and for Contractor QC personnel and Department QA personnel to calibrate or coordinate their testing procedures. The Contractor shall determine the production point at which the mix shall be sampled during trial section construction. This sample does not have to be selected by the formal random selection procedures used during actual production, but should be representative of the mix produced.

Density tests shall be performed according to the procedures in Chapter 7 of MDOT's Field Manual for Hot Mix Asphalt (First Day Production). The Department will conduct verification tests for mixture quality within 24 hours of receipt of the split sample. If a pay factor of less than 1.00 is determined for mix quality or density, a second trial section consisting of 200 tons shall be constructed. If a pay factor of less than 1.00 is obtained in the second trial section, additional

200 ton trial sections shall be constructed until pay factors are equal to 1.00, at which time full production can begin. The Engineer reserves the right to have any trial section removed and replaced at no additional cost to the State, if the pay factor for any characteristic for a trial section is less than 0.75.

For actual payment purposes, a pay factor of 1.00 will be used for all first and second trial sections allowed to remain in place. Pay factors in accordance with Subsections 907-401.02.6.3 and 907-401.02.6.4.1 will be applied to the third and any subsequent 200 ton trial sections. No contract time will be charged during trial section construction, provided that the pavement operation is the controlling item of work.

**907-401.02.6--Standards of Acceptance.**

**907-401.02.6.1--General.** Acceptance for mixture quality (VMA and total voids @  $N_{Design}$ , gradation, and asphalt content) will be based on random samples tested in accordance with the latest edition of MDOT's Field Manual for HMA. Pavement densities and smoothness will be accepted by lots as set out in Subsections 907-401.02.6.4 and 907-401.02.6.5.

**907-401.02.6.2--Assurance Program for Mixture Quality.** The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

- 1) Conducting verification tests.
- 2) Validate Contractor test results.
- 3) Periodically observing Contractor quality control sampling and testing.
- 4) Monitoring required quality control charts and test results.
- 5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-in and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75 mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ $N_{Design}$	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed

deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. **The Contractor will be promptly notified in writing of the decision.** If the deficiencies are not corrected, the Engineer will stop production until corrective action is taken.

**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. If the defective material has already been placed in the work, the material shall be removed and replaced at no additional cost to the State.

The Engineer will base final acceptance of the asphalt mixture production on the results of the Contractor's testing for total voids and VMA @  $N_{Design}$ , gradation, and asphalt content as verified by the Engineer in the manner hereinbefore described and the uniformity and condition of the completed pavement. Areas of pavement that exhibit nonuniformity or failures (materials or construction related) such as but not limited to segregation, bleeding, shoving, rutting over 1/8", raveling, slippage, or cracking will not be accepted. Such areas will be removed and replaced at no additional cost to the State.

Bituminous mixture placed prior to correction for deficiencies in VMA and total voids @  $N_{Design}$ , gradation, or asphalt content, as required in Subsection 907-401.02.5.8 and determined by the Engineer satisfactory to remain in place will be paid for in accordance with the following pay factors times the contract unit price per ton.

**Pay Factor for Mixture Quality \***

Item	Produced in Warning Bands	Produced Outside JMF Limits (Allowed to Remain in Place)
Gradation	0.90	0.75
Asphalt Content	0.85	0.75
Total Voids @ $N_{Design}$	0.70	0.50
VMA @ $N_{Design}$	0.90	0.75

\* The minimum single payment will apply.

**907-401.02.6.4--Acceptance Procedure for Density.** Each completed lift will be accepted with respect to compaction on a lot to lot basis from density tests performed by the Department. Material produced and placed during the trial section(s), if placed on the roadway, will be designated as separate lots. For normal production days, divide the production into approximately equal lots as shown in the following table. When cores are being used for the compaction evaluation, randomly obtain one core from each lot. When the nuclear density gauge is being used for compaction evaluation, obtain two random readings from each lot and average the results (see Chapter 7 of the latest edition of MDOT's Field Manual for HMA). Additional tests may be required by the Engineer to determine acceptance of work appearing deficient. The Contractor shall furnish and maintain traffic control for all compaction evaluations, including coring, required in satisfying specified density requirements.



**Lot Determination**

<u>Daily Production - Tons</u>	<u>Number of Lots</u>
0-300	1
301-600	2
601-1000	3
1001-1500	4
1501-2100	5
2101-2800	6
2801+	7

**907-401.02.6.4.1--Roadway Density.** The density requirement for each completed lift on a lot to lot basis from density tests performed by the Department shall be 93.0 percent of maximum density. When it is determined that the density for a lot is below 93.0 percent but not lower than 91.0 percent of maximum density, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a lot is above 96.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a lot is below 91.0 percent, the lot(s), or portions thereof, shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the average daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet 93.0 percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet 93.0 percent compaction or more for a third consecutive day, the Contractor shall stop production and construct another trial section to establish proper compaction procedures.

Each lot of work found not to meet the density requirement of 93.0 percent of maximum density may remain in place with a reduction in payment as set out in the following table:

**PAYMENT SCHEDULE FOR COMPACTION**

<u>Pay Factor</u>	<u>Lot Density **</u> <u>% of Maximum Density</u>
1.00	93.0 and above
0.90	92.0 - 92.9
0.70	91.0 - 91.9

\*\* Any lot or portion thereof with a density of less than 91.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor will each apply separately (See Subsection 907-401.02.6.3). However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

**907-401.02.6.5--Acceptance Procedure for Pavement Smoothness.** When compaction is completed, the lift shall have a uniform surface and be in reasonably close conformity with the line, grade and cross section shown on the plans.

The smoothness of each applicable lift will be determined by using a profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-401.02.6.6.

The smoothness of each applicable lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the

profilograph are acceleration and deceleration lanes, tapered sections, transition sections (for width), shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a test with the profilograph. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the superelevation transition of such curves is excluded from a test with the profilograph. The profilogram shall terminate 15 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract.

A profilogram will be made for each applicable lift. The measurements will be made in the outside wheel path of exterior lanes and either wheel path of interior lanes. The wheel path is designated as being located three feet from the edge of pavement or longitudinal joint. The testing will be limited to a single profilogram for each lift of a lane except that a new profilogram will be made on segments that have been surface corrected. When surface corrections are required and/or made, a new profilogram will be made. The new profilogram shall meet the requirements of Subsection 907-403.03.2.

Each applicable lift will be accepted on a segment to segment basis for pavement smoothness. Where the profile index requirement of the lift is 30.0 inches per mile, no segment of the lift with a profile index greater than 30.0 inches per mile shall be allowed to remain in place without correction. For the purpose of determining pavement smoothness and contract price adjustment for rideability (See Subsection 907-403.03.2), each day's production will be sub-divided into sections which terminate at bridges, transverse joints or other interruptions. Each section will be sub-divided into segments of 528 feet. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of the profile index. The last 15 feet of a day's lift may not be obtainable until the lift is continued and for this reason may be included in the subsequent segment.

A profile index will be determined for each segment as inches per mile in excess of the "Zero" blanking band which is simply referred to as the "Profile Index". From the profilogram of each segment, the scallops above and below the "Zero" blanking band are totaled in tenths of an inch. The totaled count of tenths is converted to inches per mile to establish a smoothness profile index for that segment.

Individual bumps and/or dips that are identified on the profilogram by locating vertical deviations that exceed four tenths of an inch when measured from a chord length of 25 feet or less shall be corrected regardless of the profile index value of the segment. Surface correction by grinding shall be in accordance with Subsection 907-401.02.6.7. The Contractor shall also make other necessary surface corrections to ensure that the final profile index of the segment meets the requirements of Subsection 907-403.03.2.

Segment(s) exceeding the accepted profile index value shall be corrected as specified in Subsection 907-403.03.4. All such corrections shall be at the expense of the Contractor.

Scheduling will be the responsibility of the Contractor with approval of the Engineer, and the tests shall be conducted within 72 hours after each day's production unless authorized otherwise

by the Engineer. The Contractor will be responsible for traffic control associated with this testing operation.

**907-401.02.6.6--Computerized Profilograph.**

**907-401.02.6.6.1--General** The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the roadway. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to each 528 feet of continuous pavement section. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallops above and below the blanking band are then detected and totaled according to the California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (4/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length of the measurement, and the raw inches for each tenth mile segment.

**907-401.02.6.6.2--Mechanical Requirements.** The profilograph shall consists of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

**907-401.02.6.6.3--Computer Requirements.** The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of roadway. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the roadway shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show “must correct” locations on the printout. The computer must have the

ability to display on screen “must correct” conditions and alert the user with an audible warning when a “must correct” location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and IBM compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

**907-401.02.6.7--Surface Correction.** Corrective work to bumps shall consist of diamond grinding in accordance with these specifications or methods approved by the Engineer. All surface areas corrected by grinding shall be sealed with a sealant approved by the Engineer.

**907-401.02.6.7.1--Diamond Grinding.** Grinding of asphalt surfaces shall consist of diamond grinding the existing asphalt pavement surface to remove surface distortions to achieve the specified surface smoothness requirements.

**907-401.02.6.7.2--Equipment.** The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture pavement surfaces with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least 2.0 feet wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at joints, or other locations.

**907-401.02.6.7.3--Construction.** The construction operation shall be scheduled and proceed in a manner that produces a uniform finish surface. Grinding will be accomplished in a manner to provide positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified in Subsection 907-401.02.6.7.4. It is the intent of this specification that the surface smoothness characteristics be within the limits specified.

The Contractor shall establish positive means for removal of grinding residue. Solid residue shall be removed from pavement surfaces before it is blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities, but may be allowed to flow into adjacent ditches.

**907-401.02.6.7.4--Finished Pavement Surface.** The grinding process shall produce a pavement surface that is smooth and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy

type appearance. The peaks of the ridges shall not be more than 1/16 inch higher than the bottoms of the grooves.

The finished pavement surface will be measured for riding quality. The grinding shall produce a riding surface which does not exceed either the specified profile index or the specified bump and dip limit.

**907-401.02.7--Nuclear Gauges.**

**907-401.02.7.1--Nuclear Moisture-Density Gauge.** The nuclear gauge unit used to monitor density shall contain a full data processor which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density in pounds per cubic foot. The data processor shall compute and display the percent moisture and percent density based on dry weight.

**907-401.02.7.2--Nuclear Asphalt Content Gauge.** The Contractor shall furnish and calibrate, unless designated otherwise in the contract, a Troxler Nuclear Asphalt Content Gauge (Model 3241 or updated model) or a Campbell Nuclear Asphalt Content Gauge (Model AC-2) or an approved equal.

**907-401.03--Construction Requirements.** Mississippi DOT has adopted the "Hot-Mix Asphalt Paving Handbook" as the guideline for acceptable SMA construction practices.

**907-401.03.1--Specific Requirements.**

**907-401.03.1.1--Weather Limitations.** The mixture shall not be placed when weather conditions prevent the proper handling and finishing or the surface on which it is to be placed is wet or frozen. At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed 55°F.

When paving operations are discontinued because of rain, the mixture in transit shall be protected until the rain ceases. The surface on which the mixture is to be placed shall be swept to remove as much moisture as possible and the mixture may then be placed subject to removal and replacement at no additional cost to the State if contract requirements are not met.

**907-401.03.1.2--Tack Coat.** Tack coat shall be applied to previously placed courses and between lifts, unless otherwise directed by the Engineer. The tack coat shall be applied as a spray coating, fog coating, or "spider webbing". Construction requirements shall be in accordance with Subsection 407.03.

**907-401.03.1.3--Blank.**

**907-401.03.1.4--Density.** The lot density for all SMA pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than 93.0 percent of the

maximum density based on AASHTO Designation: T 209 for the day's production. If a job-mix formula adjustment is made during the day which affects the maximum specific gravity, calculate a new average maximum density for the lot(s) placed after the change.

Pavement core samples obtained for determining density which have a thickness less than two times the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.

Preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, and other areas where an established rolling pattern cannot be obtained shall be compacted to refusal densification.

### **907-401.03.2--Bituminous Mixing Plants.**

#### **907-401.03.2.1--Plant Requirements.**

**907-401.03.2.1.1--Cold Aggregate Storage.** The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can readily be calibrated. The system shall provide a means for easy sampling of the hydrated lime additive and verifying the quantity of lime dispensed. The feeder system shall require a totalizer.

The hydrated lime additive equipment shall be interlocked and synchronized with the cold feed controls to operate concurrently with the cold feed operation which will automatically adjust the hydrated lime feed to variations in the cold aggregate feed. A positive signal system shall be installed which will automatically shut the plant down when malfunctions cause an improper supply of hydrated lime or water.

The plant shall not operate unless the entire hydrated lime system is functioning properly.

**907-401.03.2.1.2--Cold Aggregate Feed.** The hydrated lime shall be dispensed dry, or as a slurry using 1 part hydrated lime to 3 parts water, directly onto the composite aggregate between the cold feed and the dryer.

When hydrated lime is introduced dry, a spray bar or other approved system capable of spraying all aggregate with water shall be installed in order to maintain all aggregate at the moisture condition set out in Subsection 907-401.02.3.1 prior to addition of the hydrated lime. An alternate system for spraying the coarse aggregate stockpiles may be allowed when approved by the Engineer. The approved equipment and methods shall consistently maintain the aggregate in a uniform, surface wet condition. The moisture content of the aggregate-hydrated lime mixture, following spraying and mixing, shall be introduced into the automatic moisture controls of the plant.

The aggregate-hydrated lime mixture shall be uniformly blended by some mechanical means such as a motorized "on the belt" mixer or pug mill located between the cold feed and the dryer. Other mixing devices may be used subject to approval by the Engineer.

A maximum of forty five (45) percent of the total aggregate blend may be fed through any single cold feed bin. If the JMF calls for more than forty five (45) percent of a specific aggregate, that aggregate must be fed through two (2) or more separate cold feed bins.

**907-401.03.2.1.3--Dryer.** The efficiency of drying aggregates shall be such that the moisture content of a top lift SMA mixture shall not exceed 0.50 percent by weight of the total mixture, and the moisture content of any underlying lifts shall not exceed 0.75 percent by weight of the total mixture being produced.

**907-401.03.2.1.4--Stabilizing Fiber Addition.**

For **batch plants**, fibers shall be added (manually or automatic) to either the pugmill or the weigh hopper. At least one aggregate source shall be added prior to the fiber addition, if fibers are added to the weigh hopper. Otherwise, fibers shall be added to the pugmill immediately after the addition of all the aggregate and prior to the addition of the asphalt binder.

**907-401.03.2.1.4.1--Manual Method.** Provided it is demonstrated to the satisfaction of the Engineer that the proper dosage rate of the stabilizing fibers is uniformly distributed into the mix, manual introduction of the fibers is acceptable when a **batch plant** is used to make the mix. When the fibers are available in prepackaged (weighed) containers, proper dosage may be pre-determined per batch. A device is required to interrupt mixture production and warn the plant operator if the operator manually feeding the fiber fails to introduce it properly.

Manual introduction of fibers shall not be used in drum plants.

**907-401.03.2.1.4.2--Automatic Method.** The automatic method requires specialized equipment that can accurately proportion and meter, by weight {mass}, the proper amount per batch for batch plants, or continuously and in a steady uniform manner for drum plants. Fiber, pelletized or loose, shall not be fed through the cold feed bins or through the RAP bins.

These proportioning devices shall be interlocked with the plant system and controlled to +/-10 percent of the weight of the fibers required so as to maintain the correct proportions for all production rates and batch sizes. During trial section construction, an equipment calibration check shall be performed to the satisfaction of the Engineer that shows the fiber is being accurately metered and uniformly distributed into the mix. These metering devices shall provide in- process high flow ( $\geq 10$  percent or more) and low flow ( $< 10$  percent or less) plant operator notification and interrupt the mix production where the fiber rate is not properly controlled. The fiber metering system shall also provide a record of feed rate (weight or mass per time) and include a section a minimum of two feet long of translucent pipe for visual confirmation of consistent flow rates. Care shall be taken to insure that the fibers are not entrained in the plant's exhaust system. If there is any evidence of fiber in the bag-house or wet-washer fines, the liquid asphalt binder line and/or the fiber line shall be relocated so that the fiber is captured by liquid asphalt binder spray and incorporated into the mix. If there is any evidence of clumps of fibers or pellets at the discharge chute, the contractor shall increase the mixing time and/or intensity. This may entail extending the liquid asphalt binder and fiber feeding lines further into the drum.



**Note:** Various stabilizing fiber suppliers have developed methodology and equipment for metering bulk loose and pelletized fiber into asphalt plants. Whenever the fiber supplier's recommendations are more stringent than this specification, the fiber supplier's recommendations shall control.

**907-401.03.2.1.5--Control of Bituminous Material and Antistripping Agent.** Specified bituminous materials from different manufacturers or from different refineries of a single manufacturer shall not be mixed in the plant's asphalt cement supply system storage tank and used in the work without prior written approval of the Engineer. Approval is contingent upon the Engineer's receipt of three copies of the manufacturer's certified test report(s) from the Contractor showing that the bituminous material blend conforms to the specifications.

A satisfactory method of weighing or metering shall be provided to ensure the specified quantity of bituminous material. Provisions shall be provided for checking the quantity or rate of flow. Weighing or metering devices shall be accurate within plus or minus one-half percent.

The antistripping agent shall be injected into the bituminous material immediately prior to the mixing operation with an approved in-line injector system capable of being calibrated so as to ensure the prescribed dosage.

An in-line spigot for sampling of asphalt shall be located between the asphalt storage tank and the antistripping agent in-line injector.

**907-401.03.2.1.6--Thermometric Equipment.** An armored thermometer of adequate range and calibrated in 5°F increments shall be fixed at a suitable location in the bituminous line near the charging valve of the mixer unit.

The plant shall be equipped with an approved dial-scale, mercury-actuated thermometer, pyrometer or other approved thermometric instrument placed at the discharge chute of the dryer to measure the temperature of the material.

When the temperature control is unsatisfactory, the Engineer may require an approved temperature-recording apparatus for better regulation of the temperature.

**907-401.03.2.1.7--Screens.** A scalping screen shall be used.

**907-401.03.2.1.8--Dust Collector.** The plant shall be equipped with a dust collector constructed to waste or return collected material. When collected material is returned, it shall be returned through a controlling device which will provide a uniform flow of material into the aggregate mixture.

**907-401.03.2.1.9--Safety Requirements.** A platform or other suitable device shall be provided so the Engineer will have access to the truck bodies for sampling and mixture temperature data.

**907-401.03.2.1.10--Blank.**

**907-401.03.2.1.11--Truck Scales.** The specifications, tolerances and regulations for commercial weighing and measuring devices as recommended by the National Bureau of Standards [National Institute of Standards and Technology (NIST) Handbook 44] shall govern truck scales used in the State of Mississippi, except weighing devices with a capacity of ten thousand (10,000) pounds or more used to weigh road construction materials (i.e. sand, gravel, asphalt, fill dirt, topsoil and concrete) shall have a tolerance of one-half of one percent (1/2 of 1%) in lieu of the requirements of Handbook 44 and shall be regulated by the Mississippi Department of Transportation.

Scales shall be checked and certified by a scale company certified in heavy truck weights by the Mississippi Department of Agriculture and Commerce. In the case of scales used for measurement of materials on Department of Transportation projects, certification shall be performed in the presence of an authorized representative of the Department or a copy of the certification may be furnished for scales that have been checked and certified within the last six months for use on other Department of Transportation projects and are still in the position where previously tested. Scales that have not been checked and certified under NIST Handbook 44 guidelines, except for the herein modified tolerances allowed, shall be so checked and certified prior to use for measurement of materials on Department of Transportation projects. Tests shall be continued on six month intervals with the test conducted in the presence of an authorized representative of the Department.

Truck scales shall be accurate to one-half of one percent of the applied load, shall be sensitive to 20 pounds, and shall have a graduation of not more than 20 pounds.

The Contractor may use an electronic weighing system approved by the Engineer in lieu of truck scales. The system shall be equipped with an automatic print out system which will print a ticket for each load with the following information:

MDOT, Contractor's name, project number, county, ticket number, load number, pay item number, item description of the material delivered, date, time of day, haul vehicle number, gross weight, tare weight, net weight and total daily net weight.

When approved by the Engineer and materials are measured directly from a storage bin equipped with load cells, exceptions may be made to the gross and tare weight requirements.

The ticket shall also have a place for recording the temperature of SMA mixtures, if applicable, and the signatures of MDOT's plant and roadway inspectors. The load numbers for each project shall begin with load number one (1) for the first load of the day and shall be numbered consecutively without a break until the last load of the day. The Contractor shall provide MDOT with an original and one copy of each ticket. When the ticket information provided by the Contractor proves to be unsatisfactory, MDOT will use imprinter(s) and imprinter tickets to record load information. All recorded weights shall be in pounds and shall be accurate to within one-half of one percent of the true weight, and the system shall be sensitive to 20 pounds. The Engineer will require random loads to be checked on certified platform scales at no cost to the Department.

When an electronic weighing system utilizes the plant scales of a batch plant, the system may be used only in conjunction with a fully automatic batching and control system.

**907-401.03.2.2--Additional Requirements for Batching Plants.**

**907-401.03.2.2.1--Plant Scales.** The plant batch scale weight shall not exceed the platform scale weight by more than one percent (1%).

**907-401.03.2.3--Additional Requirements for Drum Mixing Plants.**

**907-401.03.2.3.1--Plant Controls.** The plant shall be operated with all the automatic controls as designed and provided by the plant manufacturer. If the automatic controls malfunction, brief periods of manual operations to complete the day's work or to protect the work already placed may be conducted with the approval of the Engineer. During manual operation, the Contractor must continue to produce a uniform mixture meeting all contract requirements.

**907-401.03.2.3.2--Aggregate Handling and Proportioning.** A screening unit shall be placed between the bins and the mixer to remove oversized aggregate, roots, clayballs, etc.

**907-401.03.2.4--Surge or Storage Bins.** Normally the surge bins shall be emptied at the end of each day's operation. During breakdowns or adverse weather conditions, the material may be stored for a period not to exceed 3 hours in a well sealed, well insulated, heated bin.

**907-401.03.3--Hauling Equipment.** The inside surfaces of each vehicle bed shall be coated with a light application of water and thin oil, soap solution, lime water solution or other approved material to prevent the mixture from sticking. Diesel fuel or gasoline shall not be used to lubricate vehicle beds. Truck beds shall be raised to drain excessive lubricants before placing mixture in the bed. An excess of lubricant will not be permitted.

**907-401.03.4--Bituminous Pavers.** The screed or strikeoff assembly shall be capable of vibrating and heating the full width of the mixture being placed and shall lay the lift with an automatic control device to the specified slope and grade without tearing, pulling or gouging the mixture surface.

**907-401.03.5--Rollers.** All rollers shall be self-propelled units capable of maintaining a smooth and uniform forward and reverse speed as required for proper compaction. Pneumatic-tired rollers shall not be permitted for compacting SMA mixes. Rollers shall be equipped with adjustable scrapers, water tanks, mats and a device for wetting the wheels to prevent the mixture from sticking. Adhesion of the mixture to the rollers will not be permitted. The use of diesel fuel or gasoline for cleaning roller wheels, or to aid in preventing the mixture from sticking to the wheels, is prohibited.

All rollers shall be in good mechanical condition, free from leaking fuels and lubricants, loose link motion, faulty steering mechanism, worn king bolts and bearings. They shall be operational at slow speeds to avoid displacement of the mixture and capable of reversing direction smoothly and without backlash.

**907-401.03.6--Preparation of Grade.** The foundation upon which SMA pavement is to be placed shall be prepared in accordance with the applicable Section of the Standard Specifications.

Unless otherwise directed, tack coat shall be applied to the underlying surface on which the mixture is to be placed. Emulsions, if used, must be allowed to "break" prior to placement of the bituminous mixture.

Bituminous mixture shall not be placed against the edge of pavements, curbs, gutters, manholes and other structures until sprayed with a thin uniform tack coating. The tack coat shall be protected until the mixture has been placed.

Existing pavements that require preliminary leveling or patching in advance of placing the SMA mixture shall be sprayed with a tack coat material and then brought as nearly as practicable to uniform grade and cross section. The material shall be placed by hand or machine in one or more compacted layers approximately two (2) inches or less in compacted thickness.

**907-401.03.7--Blank.**

**907-401.03.8--Preparation of Mixture.** The temperature of the mixture, when discharged from the mixer, shall not exceed 340°F.

**907-401.03.9--Material Transfer Equipment.** Except for the areas mentioned below, the material transferred from the hauling unit shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections (for width), shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

**907-401.03.10--Spreading and Finishing.** Grade control for SMA pavements shall be established by stringline at least 500 feet ahead of spreading, unless placement is adjacent to curb and gutter, concrete pavement, or other allowed grade control.

The mixture shall be spread to the depth and width that will provide the specified compacted thickness, line, grade and cross section. Placing of the mixture shall be as continuous as possible. On areas where mechanical spreading and finishing is impracticable, the mixture may be spread, raked and luted by hand tools.

Immediately after screeding and prior to compaction, the surface shall be checked by the Contractor and irregularities adjusted. When the edge is feathered as in a wedge lift, it may be sealed by rolling. Irregularities in alignment and grade along the edges shall be corrected before the edges are rolled.

Hauling, spreading and finishing equipment shall be furnished that is capable of and operated in such a manner that the rolling operation will satisfactorily correct any surface blemishes.

The longitudinal joint in the subsequent lift shall offset that in the underlying lift by approximately six (6) inches. However, the joint in the top lift shall be at the centerline or lane line.

**907-401.03.11--Compaction.** After the mixture has been spread and surface irregularities corrected, it shall be thoroughly and uniformly compacted to the required line, grade, cross section and density. It is recommended that compaction of SMA mixtures be completed before the mat temperature drops to 250°F.

**907-401.03.12--Joints.** Joints between previously placed pavement and pavement being placed shall be so formed as to insure thorough and continuous bond.

Transverse construction joints shall be formed by cutting the previously placed mixture to expose the full depth of the lift.

The contact surface of transverse joints and longitudinal joints, except hot joints, shall be sprayed with a thin uniform tack coating before additional mixture is placed against the previously placed material.

Longitudinal joints shall be formed by overlapping the screed on the previously placed material for a width of at least one (1) inch and depositing the quantity of mixture to form a smooth, tight joint.

**907-401.03.13--Pavement Samples.** The Contractor shall cut samples from each lift of SMA at the time and locations designated by the Engineer. The samples shall be taken for the full depth of each lift and shall be of a size approved by the Engineer but not to exceed 120 square inches. Tools used for cutting or coring of samples shall be of the revolving blade type such as saw or core drill. If a core drill is used, pavement cores shall be obtained using a 4.0 to 6.0 inch inside diameter coring bit. The sample hole shall be filled, compacted and finished by the Contractor to conform with the surrounding area. No additional compensation will be allowed for furnishing samples and repairing the areas with new pavement.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-403-4**

**CODE: (IS)**

**DATE: 11/04/2005**

**SUBJECT: Hot Mix Asphalt (HMA)**

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-403.05.2--Pay Items.** Add the "907" prefix to the pay items listed on page 275 & 276.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-403-5**

**CODE: (SP)**

**DATE: 01/31/2006**

**SUBJECT: Stone Matrix Asphalt (SMA)**

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Stone Matrix Asphalt (SMA) Only.

**SECTION 907-403 - STONE MATRIX ASPHALT PAVEMENT**

**907-403.01--Description.** This work consists of constructing one or more lifts of SMA pavement meeting the requirements of Section 401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. This work shall also include applicable in-grade preparation of the underlying course in accordance with Section 321.

**907-403.02--Material Requirements.** Materials and their use shall conform to the applicable requirements of Subsection 401.02.

**907-403.03--Construction Requirements.**

**907-403.03.1--General.** Construction requirements shall be as specified in Subsection 401.03 except as otherwise indicated in this section or applicable special provisions.

**907-403.03.2--Smoothness Tolerances.** Except as noted herein, the finished smoothness of each lift shall conform to the designated grade and cross section within the following tolerances from grade stakes or other grade reference points set at 25 foot intervals:

	Lower* & Leveling Lifts	Lower* Intermediate Lift	Top Intermediate Lift	Surface Lift
Max. deviation from grade and cross section at any point .....	1/2"	3/8"	1/4"	1/4"
Max. deviation from a 10 foot straight edge .....	3/8"	1/4"	1/8"	1/8"

Profile Index (PI)				
(inches/mile) .....	-	-	45.0	30.0

Note: Where more than four (4) lifts of SMA are required, all lifts, excluding the top three (3) lifts, shall meet the requirements of the lower lift.

\* When tested longitudinally from a stringline located equidistant above points 50 feet apart, the distance from the stringline to the surface at any two points located 12½ feet apart shall not vary one from the other more than the maximum deviation allowed above from a 10 foot straight edge.

Where only one intermediate lift is required, it shall meet the smoothness requirements for lower intermediate lifts and shall have a Profile Index of not more than 60.0 inches per mile. The surface lift shall have a Profile Index of not more than 30.0 inches per mile.

Where only a leveling lift and a surface lift are required, the surface lift shall meet the smoothness requirements for lower intermediate lifts, and shall have a Profile Index of not more than 60.0 inches per mile.

Where only a surface lift is required, the Contractor shall determine the existing surface profile index at no additional cost to the State. The finished surface lift shall have a profile index of sixty percent (60%) of the profile index of the existing surface or 60.0 inches per mile, whichever is greater.

Where milling is required to remove undesirable material and/or correction of the cross-slope and only one (1) lift is required, the lift shall have a Profile Index of not more than 45.0 inches per mile.

Where milling is required to remove undesirable material and/or correction of the cross-slope and a leveling lift and a surface lift are required, the surface lift shall have a Profile Index of not more than 45.0 inches per mile.

Where milling is required to remove undesirable material and/or correction of the cross-slope and two (2) lifts are required, the lower lift shall have a Profile Index of not more than 45.0 inches per mile and the surface lift shall have a Profile Index of not more than 30.0 inches per mile.

Grade stakes or other grade reference points set at 25-foot intervals and maximum deviation from grade and cross section will not be required provided an approved profile averaging device is furnished and properly used for the four conditions set forth herein; however, all other surface requirements are applicable.

- (a) Overlays with one overall lift.
- (b) Overlays with two or more overall lifts -- for each lift above the first overall lift provided each underlying overall lift is within the allowable tolerances.



- (c) Surface lift of new construction provided the underlying lift is within the allowable tolerances.
- (d) Full-depth asphalt construction for lifts above the lower lift provided the lower lift is within the specified tolerances for the lower intermediate lift.

Approved contacting type profile averaging devices are those devices capable of working in conjunction with a taut string or wire set to grade, or ski-type device with extreme contact points with the surface at least 30 feet apart. Approved non-contacting type profile averaging devices are laser type ski devices with at least four referencing mobile stations at a minimum length of 24 feet, or an approved equal.

When approved by the Engineer, a short ski or shoe may be substituted for a long ski on the second paving operation working in tandem.

During the finishing and compacting of pavement lifts, it shall be the responsibility of the Contractor to check the surface and joints for progress toward conformance to surface requirements set forth herein. Variations from surface requirements exceeding the allowable tolerances shall be corrected at the Contractor's expense.

When a portland cement concrete pavement is to be placed on a SMA lift, the finished top of the SMA lift shall meet the requirements of Sections 321 and 501.

When the Profile Index for the final surface lift is less than or equal to twenty-two inches per mile (22.0 inches / mile), per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of SMA unit bid price
less than 10.0	108
10.0 to 14.0	106
14.1 to 18.0	104
18.1 to 22.0	102
22.1 to 30.0	100
over 30.0	100 (with correction of PI = 30.0)

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the segment(s) or portions of the segments(s) of the surface lift that require smoothness be determined by using a profilograph and then only when the surface tolerance requirements include a profile index of 30.0 inches / mile.

Segment(s) or portions thereof representing areas excluded from a smoothness test with the profilograph shall also be excluded from consideration for a contract price adjustment for rideability.

Any contract price adjustment for rideability will be applied on a segment to segment basis to the pay tonnage, determined in accordance with Subsections 401.02.6.5 and 907-403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

**907-403.03.3--Thickness Requirements.** Stone matrix asphalt overlay lifts shall be constructed as nearly in accordance with the thickness shown on the plans as the underlying pavement and foundation will permit. Periodic and cumulative yield tests will be made to determine practicable conformity to the thickness of each lift. The Engineer may order modifications in placement thicknesses to prevent unwarranted variations in plan quantities.

When the paver is operating off an established grade line, no thickness determination will be required for the various lifts of pavement. It is understood that the tolerances from design grade will control the thickness requirements.

When grade stakes are eliminated by Notice to Bidders or as outlined in Subsection 907-403.03.2(d) and where resulting in the placement of two (2) or more lifts, acceptance and payment will be determined on a lot to lot basis by cores taken from the completed pavement. Lots will be coincidental with acceptance lots for the surface lift as provided in Subsection 401.02.6.4, except that only lots resulting from the placement of mainline surface lift will be used for thickness assessment. One core will be obtained at random from each lot. Irregular areas will not be cored.

When the average thickness of all the cores from the lots representing a day's production (excluding any discarded by the Engineer for justifiable reason) is within  $3/8$  of an inch of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, corrective action will not be required and a price adjustment will not be made for non-conformity to specified thickness.

When the average thickness of all the cores from the lots representing a day's production is deficient in thickness by more than  $3/8$  of an inch of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, the deficiency shall be corrected by overlaying the entire length of the day's production. The thickness of the overlay shall be equal to the thickness deficiency but no less than the minimum single lift laying thickness for the specified mixture.

When the thickness of all the cores from the lots representing a day's production is more than  $3/8$  of an inch thicker than the total thickness shown on the plans, excluding lift(s) placed using an established grade line, a price adjustment will be made in accordance with Subsection 907-403.05.1.

The cores shall be cut and removed by the Contractor in the presence of the Engineer's representative and turned over to the Engineer's representative for further handling. The Contractor shall fill each core hole with surface lift mixture and compact to the satisfaction of the Engineer within 24 hours after coring.

**907-403.03.4--Lift Corrections.** Pavement exceeding the allowable surface tolerances shall be corrected at the Contractor's expense by the following methods:

Lower, Leveling and Lower Intermediate Lifts:

- (a) Removal or addition of mixture by skin patching, feather edging, wedge lift construction or full depth patching where appropriate and can be completed in a satisfactory manner.
- (b) Superimposing an additional layer which shall be an approved grade raise for the full roadway width and length of the area to be corrected.

Top Intermediate Lift:

- (a) Removal and the addition of sufficient mixture to provide the specified thickness. Corrections by this method shall be square or rectangular in shape and shall completely cover the area to be corrected.
- (b) Superimposing an additional layer (minimum lift thickness for mixture being used) which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

Surface Lift:

- (a) Removal and the addition of sufficient mixture to provide new material of at least minimum single lift laying thickness for full lane width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the lane.
- (b) Superimposing an additional layer (minimum lift thickness for mixture being used) which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

All mixtures used in the correction of unacceptable pavement shall be approved by the Engineer prior to use.

**907-403.03.5--Overlays or Widening and Overlays.** In addition to the requirements of Subsection 907-403.03.1 through 907-403.03.4, the following requirements will be applicable when an existing pavement is to be overlaid or widened and overlaid.

**907-403.03.5.1--Blank.**

**907-403.03.5.2--Sequence of Operations.** In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. Unless otherwise provided in the traffic control plan and/or the contract, the following appropriate items of work shall be begun and continually prosecuted in the order listed:

- (a) In sections designated by the Engineer, trim the shoulders along the pavement edges to provide drainage from the pavement.
- (b) Perform prerolling to locate areas of pavement with excessive movement (Section 511).
- (c) Perform selective undercutting and patching as directed (Subsection 907-403.03.5.4).
- (d) Perform pressure grouting as specified (Section 512).
- (e) Clean and seal joints (Section 413).
- (f) Complete preparation on one side of roadway to be widened and place widening materials.
- (g) Reconstruct shoulders to elevation necessary to assure traffic safety.
- (h) Open the widened section to traffic.
- (i) Complete above work for other side of roadway.
- (j) Perform preliminary leveling as directed.
- (k) Apply interlayer as specified.
- (l) Place the first overall leveling lift.
- (m) After the first overall leveling lift, reconstruct shoulders as necessary to eliminate vertical differentials which may be hazardous to traffic.
- (n) Place first intermediate lift.
- (o) Construct shoulders to the contiguous elevation of the first intermediate lift.
- (p) Place remaining intermediate lift, if required.
- (q) Place surface lift.
- (r) Complete construction of shoulders.
- (s) Apply permanent traffic marking.

(t) Final cleanup.

The above operations shall be performed in such a manner that traffic will be maintained on a paved surface at all times. Two-lane, two-way highways should not be restricted to a single lane in excess of a 3,000 foot section.

**907-403.03.5.3--Widening of Pavement.** The foundation for widening shall be formed by trenching or excavating to the required depth and constructing a smooth, firm and compacted foundation. It shall have sufficient density and stability to withstand the placement and compaction of subsequent lifts. Soft, yielding and other unsuitable material which the Engineer determines will not compact readily shall be removed and backfilled with granular material or stone matrix asphalt as directed.

Except as provided herein, excavation for widening, undercutting or other required excavation shall be spread along the edge of the shoulders, foreslopes or other adjacent areas as directed and will be an absorbed item. When the quantity is in excess of what may be used satisfactorily on adjacent areas, the Engineer may direct that the material be loaded, hauled and spread uniformly on other designated areas. In this case, compensation for handling surplus material will be in accordance with the appropriate pay items as provided in the contract or as extra work.

If the plans require widening of the shoulders or embankment with contractor furnished material, all suitable material obtained from widening excavation may be used and will be measured and paid for as Contractor furnished materials. No measurement for payment of haul will be made.

Removal and disposal of old stakes, forms and other debris encountered in excavating shall be in accordance with Section 201 and shall be considered as incidental to and included in the unit prices bid for other items. No separate measurement will be made therefor. Pavement edges and surfaces shall be cleaned prior to final shaping and compaction of adjacent trenching or undercut areas.

Granular material for widening shall be placed on a previously prepared, smooth, firm and unyielding foundation in accordance with the typical section. Density of the granular material shall be as specified.

Stone matrix asphalt for widening, including trench widening, shall meet the applicable requirements of this section and Section 401 and shall be placed in one or more layers as shown on the plans or directed. The surface of the mixture shall be finished as a continuation of the adjacent pavement slope.

Trench rollers or other compaction equipment shall be used to compact the foundation, granular material and bituminous mixtures for widening when standard width rolling equipment cannot be used.

**907-403.03.5.4--Patching.** Existing pavement which has failed or unsatisfactorily stabilized shall be removed as directed. Removal of pavement will be measured and paid for under the appropriate pay items as provided in the contract.

Backfill shall consist of stone matrix asphalt or a combination of compacted layers of granular material and stone matrix asphalt. Unless otherwise specified, the Engineer will make this determination based on depth and field conditions.

Stone matrix asphalt used for backfilling will be measured and paid for at the contract unit price for the mixture designated on the plans as the lowest lift. Granular material will be measured and paid for under the appropriate pay item as provided in the contract or as extra work.

**907-403.03.5.5--Preliminary Leveling.** All irregularities of the existing pavement that result in a thickness greater than approximately two and one-half inches for the first overall leveling lift shall be corrected by skin patching, feather edging or a wedge lift and shall be approved by the Engineer in advance of placing the first overall lift.

**907-403.03.5.6--Placement of Lifts.** The leveling lift shall be placed in a layer (or layers) not exceeding approximately two and one-half inches compacted thickness.

When single lane construction is required, placement of a lift on the adjacent lane may be performed by an approved profile averaging device provided the lane previously placed is within the allowable tolerances for all surface requirements. When any of the tolerances are exceeded, the contractor shall reestablish the control stringline for laying the adjacent lane should he elect to perform this work prior to correcting the deficiencies of the lane previously placed. In no case shall a "matching shoe" be used to control the grade of an adjacent lane.

In instances where there are only minor deviations from the allowable tolerances in the first overall lift, the Engineer may permit the Contractor to place the next higher lift by graded stringline in lieu of making the corrections.

Single lane placement of leveling, intermediate and surface lifts shall be limited to the distance covered in one and one-half days in advance of that placed in the adjacent lane.

**907-403.03.5.7--Protection of Pavement.** The pavement shall be protected and properly maintained until it has been compacted and cooled sufficiently for use by traffic.

**907-403.04--Method of Measurement.** SMA pavement, 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 Subsection 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 Subsection 407.04.

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

Any trenching 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.

**907-403.05--Basis of Payment.** Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5 & 907-403.03.2, stone matrix asphalt pavement, 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.

**907-403.05.1--Price Adjustment for Thickness Requirement.** When grade stakes are eliminated as provided in Subsection 907-403.03.3 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:

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

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 surface lift.

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

**907-403.05.2--Pay Items.**

Payment will be made under:

907-403-AA: Stone Matrix Asphalt,  $\frac{(1)}{\text{Mixture}}$  - per ton

(1) 9.5 mm mixture, 12.5 mm mixture, or 19 mm mixture

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-413-1

CODE: (SP)

DATE: 03/08/2006

SUBJECT: Cleaning and Filling Joints in PCC (Portland Cement Concrete) Pavement

PROJECT: IM-0020-01(178) / 104515 -- Rankin County

Section 413, Cleaning and Sealing Joints and Cracks, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted in toto and replaced as follows:

## SECTION 907-413 – CLEANING AND FILLING JOINTS IN PCC PAVEMENT

**907-413.01--Description.** This work shall consist of cleaning and filling joints in existing PCC pavement as designated by pay items in the contract proposal and as detailed and described herein or on the plans. This specification addresses existing PCC pavements with and without *existing* HMA overlays in place, whether to be overlaid with HMA under this contract or not.

**907-413.02--Materials.** The bituminous joint filling material shall be hot poured material meeting the requirements of Subsection 907-707.02.1.3--Concrete Joint Sealer Compound - Hot-Poured Elastic Type, or of the type designated on the plans. The filler aggregate for filling the prepared joints shall be seal slag or stone, Size No. 89, meeting the requirements of Subsection 703.14. When HMA is specified to fill joints, the mixture used shall be either HMA 9.5 mm mixture or 12.5 mm mixture, or the same as that specified for the wearing course to be placed under this contract, if applicable.

### **907-413.03--Construction Requirements.**

**907-413.03.1--Equipment.** The equipment shall be that necessary for exposing the PCC joint by removing any existing HMA over the joint by milling or other approved methods, cleaning the joint by removing existing materials from the joint, and placing the specified joint filler materials in accordance with these specifications. Heating equipment shall meet the requirements of Subsection 702.03. Pouring equipment shall be subject to the approval of the Engineer and shall be capable of pouring the joints to the required elevation while the material is at the proper temperature. Cleaning equipment shall consist of mechanical or hand operated devices capable of removing all existing joint materials (soil, HMA, debris) to the depth specified herein, without causing damage to the existing joint faces or the surface of the PCC pavement. Prior to filling the joint, it shall be blown free of all loose material by compressed air. Air compressors shall be equipped with suitable traps and/or filters capable of removing moisture and oil from the compressed air.



**907-413.03.2--Construction Methods.** Any existing HMA over the joint shall be removed by milling or other approved methods so as to expose the PCC joint for cleaning and filling. All existing joint materials (soil, HMA, debris) shall be removed to the depth specified herein, without causing damage to the existing joint faces or the surface of the PCC pavement. Joints shall be filled immediately upon cleaning. The joint shall be filled to the specified depth with the required filler(s) as shown in the applicable detail. When HMA or aggregate is placed as joint filler, the HMA or aggregate shall be slightly mounded in the joint and compacted as directed by the Engineer to seat the HMA or aggregate in the joint. After compaction, excess material (HMA or aggregate) shall be removed and the pavement surface cleaned as necessary, so as to leave the HMA or aggregate filler flush with the existing PCC pavement. Any existing HMA over the joint which requires removal shall be replaced with either 12.5 mm mixture or the same mixture as that specified for the wearing course to be placed under this contract, if required. The HMA shall be properly compacted with a roller or other mechanical compaction device approved by the Engineer, either prior to opening to traffic, or prior to placement of the subsequent overall HMA course. Placement of any required subsequent overall HMA course shall begin upon completion of the cleaning and filling operation. For PCC pavements *without* existing HMA overlays in place, and which are *not* to be overlaid with HMA under this contract, joints shall be cleaned and filled as described above and as shown on the applicable detail.

Joints less than one-half inch in width do not require cleaning and filling.

**907-413.04--Method of Measurement.** Cleaning and filling joints in PCC pavement will be measured by the linear foot of joint. Removal of existing HMA over the joint, joint filler aggregate, bituminous material, and the replacement of HMA over the joint, if applicable, will not be paid for separately but will be included in the unit price per linear foot for cleaning and filling joints.

**907-413.05--Basis of Payment.** Cleaning and filling joints in PCC pavement, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing all materials (including filler aggregate and bituminous material), for all work required to expose the PCC joint, for cleaning, filling, and compacting the joint, for placing any required HMA over the joint prior to the placement of the subsequent overall HMA course, if applicable, and the cleanup and disposal of all excess and waste; for all pertinent operations necessary and incidental to the construction as herein indicated, and for all equipment, tools, labor and incidentals necessary to complete the work.

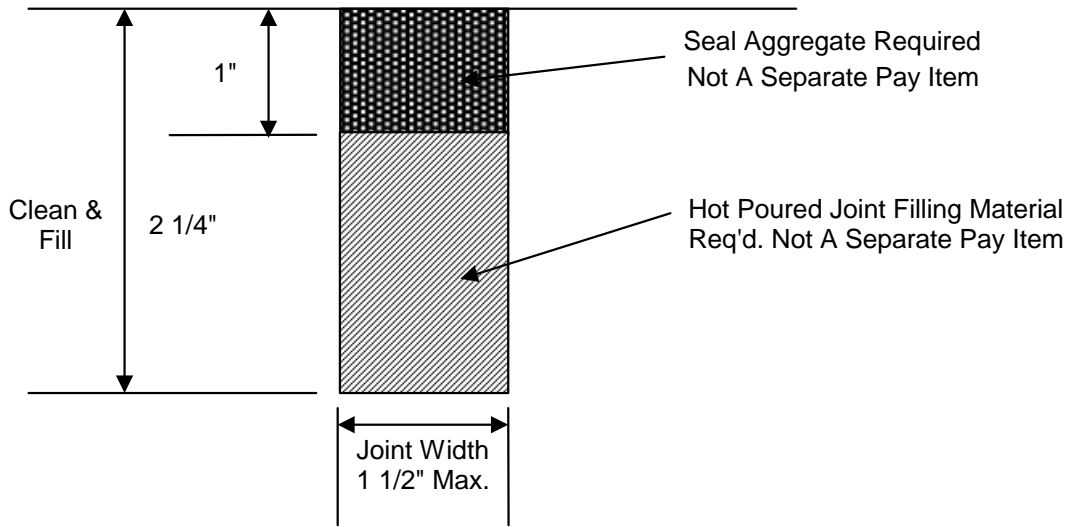
The price for cleaning and filling joints as directed by the Engineer shall include the cost of continuous maintenance of traffic and protective services as required by the Traffic Control Plan. This shall include all required individual traffic control devices.

Payment will be made under:

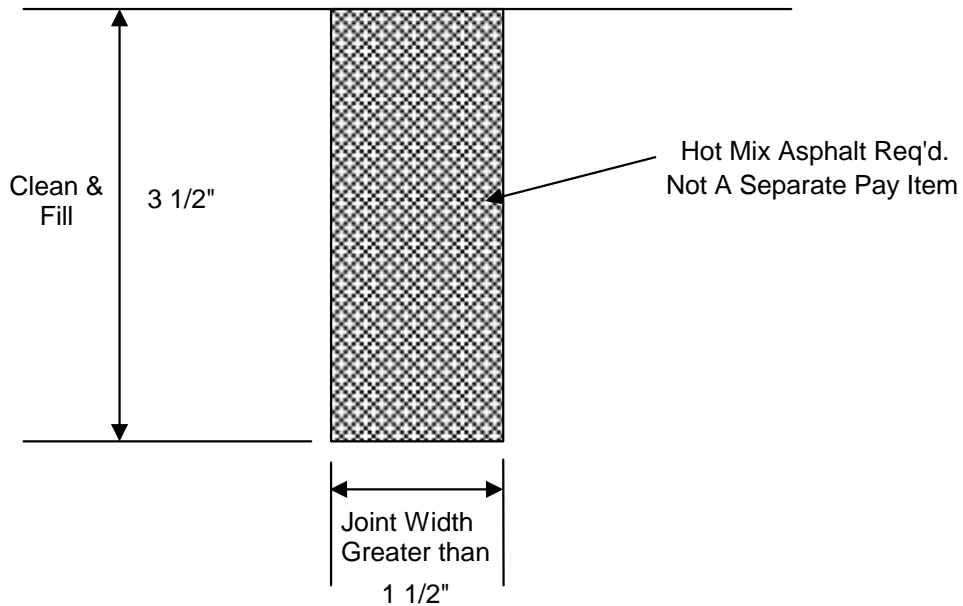
907-413-D: Cleaning and Filling Joints in PCC Pavement

- per linear foot

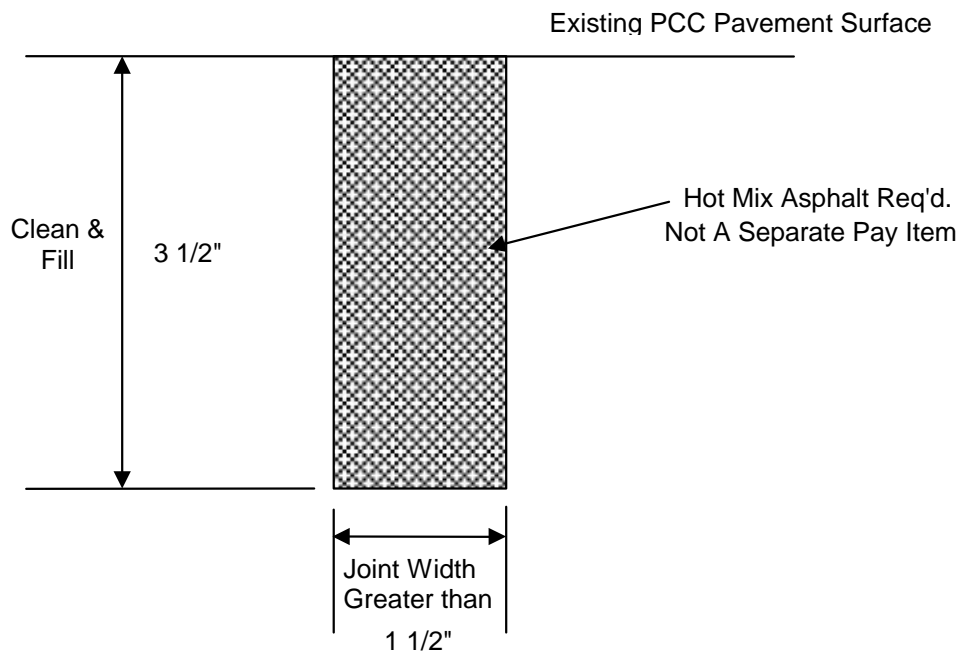
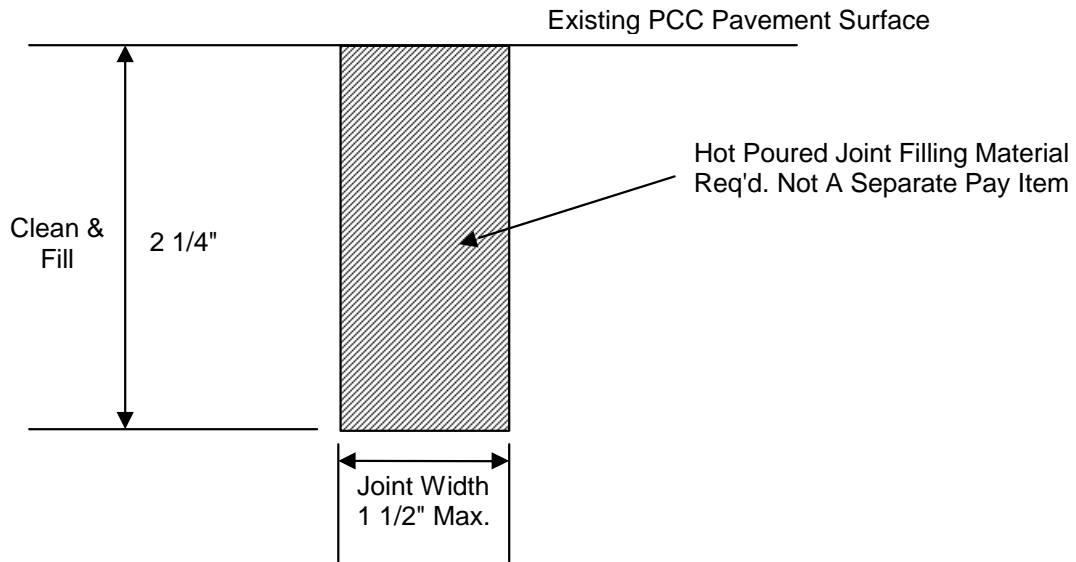
Variable Depth Asphalt—Remove as necessary to expose PCC joint



Variable Depth Asphalt—Remove as necessary to expose PCC joint



**JOINT CLEANING AND FILLING DETAIL FOR PCC  
PAVEMENTS WITH EXISTING HMA OVERLAY**



**JOINT CLEANING AND FILLING DETAIL FOR PCC PAVEMENTS WITHOUT EXISTING HMA OVERLAY**

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-701-2**

**CODE: (IS)**

**DATE: 01/12/2006**

**SUBJECT: Portland Cement**

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-701.02--Portland Cement.** Delete the **third paragraph and** table in Subsection 701.02 on page 596, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

**Cementitious Materials for Soluble Sulfate Conditions**

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II <sup>**</sup> cement, or Type I cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin
Severe	0.20 - 2.00	1500 - 10,000	Type II <sup>*</sup> cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin

\* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II cement.

\*\* Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-3

CODE: (IS)

DATE: 09/26/2005

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

<u>Property</u>	<u>Results</u>
Length, minimum .....	1.5 inches
Aspect Ratio (length / equivalent diameter) .....	90
Breaking tenacity, minimum * .....	530 mN/tex
(Tensile Strength, minimum .....	70 ksi)
Chord modulus, minimum * .....	980 cN/tex
(Modulus of Elasticity, minimum .....	1,300 ksi)

\* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd<sup>3</sup>). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd<sup>3</sup>).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-2

CODE: (IS)

DATE: 1/23/2006

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 714.07 on page 682 and substitute the following:

## **907-714.07--Other Cementitious Materials.**

### **907-714.07.1--Metakaolin.**

**907-714.07.1.1--General.** Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

**907-714.07.1.2--Specific Requirements.** Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of  $\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$  shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalis, as equivalent  $\text{Na}_2\text{O}$ , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-804-2**

**CODE: (SP)**

**DATE: 01/20/2006**

**SUBJECT: Concrete Bridges And Structures**

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-804.02.1--General.** Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Ground Granulated Blast Furnace Slag (GGBFS).....	714.06
Metakaolin .....	714.07.01

**907-804.02.10--Portland Cement Concrete Mix Design.** Change Note \*\*\*\*\* of Subsection 804.02.10 on page 851 as follows:

\*\*\*\*\* Class DS Concrete for drilled shafts shall have an 8±1-inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6±1-inch.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture, shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

**907-804.05--Basis of Payment.** Add the "907" prefix to the pay items listed on page 898.

### **SPECIAL PROVISION NO. 906-3**

#### **Training Special Provisions**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a



journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

## **SPECIAL PROVISION NO. 906-5**

### **2005 MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM**

#### **ALTERNATE TRAINING SPECIAL PROVISION**

##### **PURPOSE**

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

##### **INTRODUCTION**

The Year 2005 OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors follow uniform and basic procedures in training in keeping records of trainees' progress toward journey status, and in reporting trainees' successful completion or termination from the program.

##### **FUNDING**

MDOT will establish an annual OJT Fund in which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program.

##### **PROCEDURE**

Trainee positions will be selected by prime and sub contractors and will not be project specific. Provided below are some of the factors that will be used to establish the number of trainee positions each contracting year, they are:

- number of contracts let during a contracting year
- dollar volume
- type of project
- location
- available trainees
- training program(s) submitted by contractor

Each contractor will submit a yearly certification with regard to their participation in the OJT Program. This certification will also identify the number of trainees each prime or sub contractor intends to train on either federal or state funded highway projects.

**DISBURSEMENT OF FUNDS**

Contractors will be paid \$3.00 rate for each hour of training performed by all trainees in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Request for payment will be submitted to the [Office of Civil Rights](#) for approval.

Contractors must complete the form providing the following information to be reimbursed.

Contractor's Name  
Mailing Address

Trainee Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Type of Program \_\_\_\_\_

Total Number of Training Hours Required \_\_\_\_\_

Training Hours Completed for Reimbursement \_\_\_\_\_

Type of Statement: Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Annual \_\_\_\_\_

Work Period or Time Frame	Project Number	Total Hours Worked By Project	Cumulative Hours in Program	Number of Hours to be paid on this Voucher

*I hereby certify that this information is true... (Must have customary certification of information).*

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

## **TRAINING PROGRAM APPROVAL**

- A. To use the OJT Program on highway construction projects, the contractor will notify the Department [Office of Civil Rights](#) using the Request for On-the-Job Training Program Approval. The notification must include the following information:
- Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Anticipated date of trainee employment
  - Number of classroom training hours by subject
- B. If a contractor chooses to use a training program different from those listed in the OJT Program, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
  2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
  3. Minimum wage.
  4. Trainee certification of completion.
  5. Records and reports submitted to the [Office of Civil Rights](#) on a quarterly basis.

## **DEPARTMENT RESPONSIBILITY**

1. Department project staff will monitor trainees on the project. They will monitor payrolls for payment of correct wage rates and fringe benefits. The [Office of Civil Rights](#) will maintain a master list by contractor name, project number, trainee name and trainee social security number to aid project staff in monitoring trainees who work on multiple projects.
2. The [Office of Civil Rights](#) may elect to interview trainees periodically during the training period to assess their performance and training program. To facilitate the interviews, the [Office of Civil Rights](#) will contact contractors for the location of the trainees.

## **CONTRACTOR RESPONSIBILITY**

1. Trainees must be identified on payrolls (i.e. dragline trainee).

2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the quarterly training report.
3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the [Office of Civil Rights](#) with an explanation (*refer to 2 above*).
5. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
6. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the [Office of Civil Rights](#) must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
7. Program reimbursements will be made directly to the prime or sub contractor.

### **CLASSROOM TRAINING**

1. Classroom training programs must be pre-approved by the Department, if the contractor wishes to count the hours toward the trainee's training program.
  2. Contractors will be reimbursed for classroom training hours after the trainee has completed 20 hours of work on a highway construction project.
  3. Reimbursement for classroom training will be limited to 40 hours per trainee per construction season.
- **NOTE:** All proposed classroom training must be submitted as part of the trainee's OJT training program.

### **WAGE RATE**

1. The wage rate for all trainees is \$5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.

2. For the purpose of this training program, a quarter does not represent three months. The first two quarters of a 500-hour training program would end after 250 hours. On a 750-hour training program, the first two quarters would end after 375 hours, the third quarter after 560 or an additional 186 hours of work and the fourth after 750 hours.

### **JOURNEY WORKER RATIO**

The ratio of trainee to journey will be less than 1:4 and not more than 1:10.

### **RECRUITMENT AND SELECTION PROCEDURES**

#### A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

#### B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;
2. Has had at least one year of driving experience; and
3. Is occupying the seat next to the driver.

#### C. Recruitment

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.
2. The contractor must target minority, female or economically disadvantaged trainees.
3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the [Office of Civil Rights](#) for review and approval. Approval must be obtained before the trainee can begin work under the training program.
4. Present employees will be screened for upgrading.

#### D. Selection

1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
  2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
  3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
  4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the [Office of Civil Rights](#) with the other required information as part of the approval process for trainees.
- **NOTE:** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.



# SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

Sirs: The following proposal is made on behalf of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

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) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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 above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

**INSTRUCTION TO BIDDERS:** Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

**SECTION 905 -- PROPOSAL (CONTINUED)**

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

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

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

OVERLAYING INTERSTATE HIGHWAY 20 FROM GREENFIELD ROAD TO BRANDON EXIT 56, KNOWN AS FEDERAL AID PROJECT NO. IM-0020-01(178) / 104515, IN THE COUNTY OF RANKIN, STATE OF MISSISSIPPI.

I (We) agree to complete the entire project within the specified contract time.

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

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

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DIRECT PAY ITEMS</u>									
(10)	202-B		54 square yard		Removal of Cement Treated Base, All Depths				
(20)	202-B		54 square yard		Removal of Concrete Overlaid w/ Asphalt Pavement, All Depths				
(30)	202-B		56 linear foot		Removal of Curb, All Types				
(40)	202-B		23 square yard		Removal of Concrete Paved Ditch				

(03/03/2006)

## SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 2)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B		216 linear foot		Removal of Fence, All Types				
(60)	202-B		2,850 linear foot		Removal of Guard Rail				
(70)	202-B		6,608 linear foot		Removal of Traffic Stripe				
(80)	202-B		36 each		Removal of Guard Post				
(90)	203-EX	(E)	50 cubic yard		Borrow Excavation, AH, LVM, Class B15				
(100)	203-G	(E)	50 cubic yard		Excess Excavation, LVM				
(110)	203-I		500 square yard		Site Grading				

(03/03/2006)

SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 3)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	216-A			60 square yard	Solid Sodding				
(130)	219-A			1 M/gallon	Watering	20.0000		20.00	
(140)	221-A	(S)		2 cubic yard	Portland Cement Concrete Paved Ditch				
(150)	234-A			250 linear foot	Temporary Silt Fence				
(160)	235-A			20 each	Temporary Erosion Checks				
(170)	304-B	(GT)		500 ton	Granular Material, Class 5, Group C				
(180)	907-403-A	(B) (A1)		350 ton	Hot Mix Asphalt, HT, 12.5-mm mixture				

(03/03/2006)

## SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 4)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	907-403-AA	(B) (A1)	9,500 Ton		Stone Matrix Asphalt, 12.5 mm Mixture				
(200)	907-403-C	(B) (A1)	200 ton		Hot Mix Asphalt, HT, 19-mm mixture, Trench Widening				
(210)	406-A		8,000 square yard		Cold Milling of Bituminous Pavement, All Depths				
(220)	406-B		907 square yard		Cold Milling of Concrete Pavement, All Depths				
(230)	907-413-F		370 Linear Feet		Cleaning and Sealing Joints in PCC Pavement				
(240)	503-A	(C)	54 square yard		8" and Variable Continuously Reinforced Concrete Pavement, Broom Finish				
(250)	503-B		40 linear foot		Saw Cut, Longitudinal Joints				

(03/03/2006)

## SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 5)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(260)	503-C		24 linear foot		Saw Cut, 3-inch				
(270)	503-C		24 linear foot		Saw Cut, 8-inch				
(280)	503-D		1 cubic yard		Concrete for Base Repair				
(290)	503-E		20 each		Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted				
(300)	601-B	(S)	1 cubic yard		Class "B" Structural Concrete, Minor Structures				
(310)	604-B		180 pound		Gratings				
(320)	606-A		36 each		Guard Posts				

(03/03/2006)

SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 6)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(330)	606-B		2,244 linear foot		Guard Rail, Class A, Type 1, 'W' Beam, Metal Post				
(340)	606-C		7 each		Guard Rail, Cable Anchor, Type 1				
(350)	606-D		4 each		Guard Rail, Bridge End Section, Type A Modified				
(360)	606-D		2 each		Guard Rail, Bridge End Section, Type C Modified				
(370)	606-E		13 each		Guard Rail, Terminal End Section				
(380)	607-B		216 linear foot		60" Type I Chain Link Fence, Class I				
(390)	607-E		100 linear foot		Barbed Wire Fence, Single Strand				

(03/03/2006)



SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 7)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(400)	607-G			2 each	Gate, 12' x 52" Chain Link				
(410)	607-P1			6 each	Line Post, 8' x 1 1/2" Galvanized Steel				
(420)	607-P1			4 each	Line Post, 12' x 2" Galvanized Steel				
(430)	607-P2			12 each	Brace Post, 7' x 2 1/2" Galvanized Steel				
(440)	607-P2			4 each	Brace Post, 8' x 2 1/2" Galvanized Steel				
(450)	619-A1			10 mile	Temporary Traffic Stripe, Continuous White				
(460)	619-A2			10 mile	Temporary Traffic Stripe, Continuous Yellow				

(03/03/2006)

SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 8)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(470)	619-A3			10 mile	Temporary Traffic Stripe, Skip White				
(480)	619-A5			10,300 linear foot	Temporary Traffic Stripe, Detail				
(490)	619-C1			900 each	Red-Clear Reflective Raised Pavement Markers				
(500)	626-A			6 mile	6" Thermoplastic Traffic Stripe, Skip White				
(510)	626-C			6 mile	6" Thermoplastic Edge Stripe, Continuous White				
(520)	626-F			6 mile	6" Thermoplastic Edge Stripe, Continuous Yellow				
(530)	626-G			5,150 linear foot	Thermoplastic Detail Stripe, White				

(03/03/2006)

## SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 9)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(540)	627-K		900	each	Red-Clear Reflective High Performance Raised Markers				
(550)	628-I		1,420	linear foot	6" High Performance Cold Plastic Traffic Stripe, Skip White				
(560)	628-J		2,569	linear foot	6" High Performance Cold Plastic Traffic Stripe, Continuous White				
(570)	628-M		2,619	linear foot	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				
(580)	630-F		58	each	Delineators, Guard Rail, White				
(590)	630-F		35	each	Delineators, Guard Rail, Yellow				
(600)	630-F		34	each	Delineators, Post Mounted, Single White				

(03/03/2006)

SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 10)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(610)	630-F			37 each	Delineators, Post Mounted, Double White				
(620)	630-F			2 each	Delineators, Post Mounted, Double Yellow				
(630)	907-824-PP			3 Each	Bridge Repair, Repair Type "A" Bridge End Connection				

SUBTOTAL - DIRECT PAY ITEMS.....\$ \_\_\_\_\_

SECTION 905

IM-0020-01(178) / 104515

PROPOSAL (Sheet No. 2- 11)

Rankin County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL		
						DOLLAR	CENT	DOLLAR	CENT	
<u>DEPENDENT PAY ITEMS</u>										
(640)	618-A				lump sum	Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		
(650)	620-A				lump sum	Mobilization	XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		
							XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ \_\_\_\_\_

TOTAL BID - DIRECT AND DEPENDENT ITEMS .....\$ \_\_\_\_\_

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.696 AND SUPPLEMENT.

- 1. I/We agree that no less than \_\_\_\_\_ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder:                      Small Business (DBE) \_\_\_\_\_                      Small Business (WBE) \_\_\_\_\_
- 3. A joint venture with a Small Business (DBE/WBE):                      YES \_\_\_\_\_

\*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

\_\_\_\_\_

BIDDER'S SIGNATURE

**CONDITIONS FOR COMBINATION BID**

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

\*\*\*\*\*

**COMBINATION BID PROPOSAL**

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_\_\_\* of Subsection 102.11 on the following contracts:

\* Option to be shown as either (a), (b), or (c).

<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____	_____ _____	_____ _____	_____ _____	
2. _____	_____ _____	_____ _____	_____ _____	_____ _____	
3. _____	_____ _____	_____ _____	_____ _____	_____ _____	
4. _____	_____ _____	_____ _____	_____ _____	_____ _____	
5. _____	_____ _____	_____ _____	_____ _____	_____ _____	
6. _____	_____ _____	_____ _____	_____ _____	_____ _____	
7. _____	_____ _____	_____ _____	_____ _____	_____ _____	
8. _____	_____ _____	_____ _____	_____ _____	_____ _____	



SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed a total monetary value of \$ \_\_\_\_\_.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed \_\_\_\_\_ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Certification with regard to the Performance of Previous  
Contracts or Subcontracts subject to the Equal Opportunity  
Clause and the filing of Required Reports**

The Bidder \_\_\_\_, proposed Subcontractor \_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_, has not \_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(COMPANY)

BY \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

CERTIFICATION  
(Execute in duplicate)

State of Mississippi

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

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. **IM-0020-01(178) / 104515**

in **Rankin** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature

(11/23/92F)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## CERTIFICATION (Execute in duplicate)

State of Mississippi

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

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. **IM-0020-01(178) / 104515**

in **Rankin** \_\_\_\_\_ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- f) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- g) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- h) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 3) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature \_\_\_\_\_

(11/23/92F)

**S E C T I O N   9 0 2**

CONTRACT FOR IM-0020-01(178) / 104515

LOCATED IN THE COUNTY(IES) OF Rankin

STATE OF MISSISSIPPI,  
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

By \_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

Title \_\_\_\_\_

By \_\_\_\_\_

Signed and sealed in the presence of:  
(names and addresses of witnesses)

Executive Director

\_\_\_\_\_  
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

**S E C T I O N   9 0 3**

CONTRACT BOND FOR: IM-0020-01(178) / 104515

LOCATED IN THE COUNTY(IES) OF: Rankin

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, \_\_\_\_\_

\_\_\_\_\_ Principal, a \_\_\_\_\_

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 State of Mississippi in the 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 with the Mississippi Transportation Commission, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden \_\_\_\_\_

\_\_\_\_\_ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission 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 work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or



**SECTION 903 - CONTINUED**

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, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee 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, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	_____
Title _____	_____
(Contractor's Seal)	(Name and Address of Local (Mississippi) Representative) (Surety Seal)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI  
**LIST OF FIRMS SUBMITTING QUOTES**

I/we received quotes from the following firms on Project No: **IM-0020-01(178) / 104515**  
County: **Rankin**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

\_\_\_\_\_  
**SUBMITTED BY (Signature)**

\_\_\_\_\_  
**FIRM NAME**

Submit this form to Contract Administration as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**HAUL PERMIT FOR BRIDGES**

**WITH**

**POSTED WEIGHT LIMITS**

**DATE:** \_\_\_\_\_

**PROJECT: IM-0020-01(178) / 104515**

**COUNTIES: Rankin**

**LOCATION: I-20 FROM GREENFIELD RD. TO THE BRANDON EXIT.**

A permit is issued to \_\_\_\_\_ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory weight limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for sub-contractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

\_\_\_\_\_  
EXECUTIVE DIRECTOR