

MDOT Use Only  
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9 -



SM No. CSP0006010861

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(EXEMPT)

9

Construction necessary to build a Frontage Road for the Toyota Plant from County Road 203 to SR 9, known as State Project No. SP-0006-01(086) / 104969302 & 303, in the Counties of Union and Pontotoc, State of Mississippi.

Project Completion: May 29, 2009

## 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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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, November 27, 2007; 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, November 27, 2007, and shortly thereafter publicly opened for:

Construction necessary to build a Frontage Road for the Toyota Plant from County Road 203 to SR 9, known as State Project No. SP-0006-01(086) / 104969302 & 303, in the Counties of Union & Pontotoc, State of Mississippi.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

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, age, disability, religion or national origin in consideration for an award.

Plans and specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal 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

# **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.

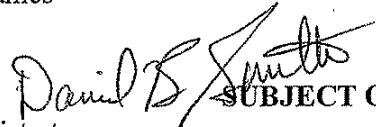
# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## *Inter-Departmental Memorandum*

**TO:** Mr. Harry Lee James  
Chief Engineer

**DATE:** October 31, 2007

**FROM:** Daniel B. Smith  
Division Administrator

 **SUBJECT OR PROJECT NO:** SP-0006-01(086)  
104969/302000 &  
303000

**INFORMATION COPY TO:**

Contract Administration  
Construction Division  
District One  
Project Engineer  
Central Record

**COUNTIES:** Union & Pontotoc

### RIGHT OF WAY CERTIFICATION

This is to certify that all necessary highway rights of way, including control of access have been acquired or legal Right of Entry obtained and said rights of way were acquired in accordance with 49CFR Part 24, except as indicated on the attached Right of Way Certificate from the PUL Alliance, dated October 30, 2007.

This is to further certify that all individuals and families have been relocated to decent, safe and sanitary housing, or comparable decent, safe and sanitary housing has been made available to the re locatees and the steps relative to the relocation advisory assistance and payments as required by 49CFR Part 24 governing the administration of the Highway Relocation Assistance Program have been taken, except as indicated on the attached October 30, 2007 Certificate.

All improvements have been removed from right of way, except the improvements to be removed as indicated on the attached October 30, 2007 Certificate, which shows improvements owned at Station 19+54.68 and at Station 21.43.42.

There are no visible Potentially Contaminated Sites on this project, as noted on the attached Status of Potentially Contaminated Sites.

The utilities are to be relocated as indicated in the Status of Utilities, which is attached. There are no encroachments, as noted on the Encroachment Status Report, which is attached.

**Attached:**

Right of Way Certificate from PUL Alliance  
Status of Potentially Contaminated Sites from PUL Alliance  
Encroachment Certification from PUL Alliance  
Utilities Status from PUL Alliance



October 30, 2007

Daniel B. Smith, Senior Attorney  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, MS 39215

**RE: Toyota Frontage Road & MS Highway No. 9 & Co. Rd 203 Improvements  
State Project No. SP-0006-01(86)  
RIGHT OF WAY AND RIGHT OF ENTRY CERTIFICATION**

Dear Mr. Smith:

This is to certify that all necessary highway right of way, including control of access (where necessary) has been acquired or legal right of entry obtained, and that said right of way was acquired in accordance with 49 CFR Part 24, **except** as indicated on the attached Status of Right of Way.

This is to further certify that all individuals and families displaced have been relocated to decent, safe and sanitary housing, and the process of relocation advisory assistance administration of the Highway Relocation Assistance Program have been taken, **except** as indicated on the attached Status of Right of Way and shown in the tables below.

TOYOTA FRONTAGE ROAD					
NAME	FROM STATION	TO STATION	ROW REQ'D. (AC.)	DATE TO BE ACQUIRED	REAL PROPERTY RELOCATION?
Helen W. & Donald L. Gentry (Lynnice Carter & Douglas Gentry)	278+71.5	283+40	0.99	10/31/2007	NO
Charles R. Williams	279+80	301+59.15	10.72	10/31/2007	NO
Gordon Farms, LLC	300+68.99	331+06.09	21.70	12/15/2007	NO
Steve Wallace LP	411+33	412+44	3.18	10/31/2007	NO
Elna Jane Wallace	411+69	413+00	0.35	10/31/2007	NO

COUNTY ROAD 203 IMPROVEMENTS					
NAME	FROM STATION	TO STATION	ROW REQ'D. (AC.)	DATE TO BE ACQUIRED	REAL PROPERTY RELOCATION?
Linda H. Gaines	10+11.73	12+45	1.49	1/31/2008	No
John A. Evans	10+11.74	16+80.56	3.25	1/31/2008	No
Jeffrey & Antina Fellows	15+08.82	16+78	0.13	1/31/2008	No
Ed Bridges et.ux. Joyce Bridges	16+80	23+28.42	1.41	1/31/2008	No
James Hogue	16+64.19	19+72	0.44	1/31/2008	No
Josh Merritt	19+54.68	21+69	0.44	11/9/2007	Yes - Mobile Home
Sandy Merritt	21+43.42	23+69.90	0.39	11/9/2007	Yes-1 Story Brick Res
J.D. Gaines et.ux.	35+94.52	38+17.22	0.45	1/31/2008	No
Judy Parrish	38+10	42+80	0.67	1/31/2008	No

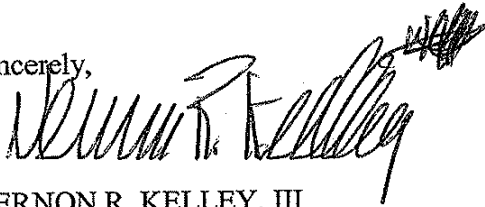
All improvements have been removed from the right of way **except** the improvements to be removed by the contractor that are indicated in the contract plans and as indicated on the attached Status of Improvements.

The project has been inspected and there are no encroachments **except** as indicated on the attached Encroachment Certificate from the District office. Further, inspection of the project revealed no visible indications of any Potentially Contaminated Sites on the right of way **except** as indicated on the attached Status of Potentially Contaminated Sites.

All utilities have been relocated or adjusted **except** as indicated on the attached Status of Utilities from the District office and as listed below.

TOYOTA FRONTAGE ROAD & MS HIGHWAY 9:
City of Pontotoc Gas Company to be fully relocated on 03/01/08
AT&T Telephone Line to be fully relocated on 03/01/08
New Albany Electrical Power Association to be fully relocated on 03/01/08
COUNTY ROAD 203 IMPROVEMENTS:
City of Pontotoc Gas Company to be fully relocated on 04/01/08
AT&T Telephone Line to be fully relocated on 04/01/08
Wallerville Water Association Line to be fully relocated on 04/01/08

Sincerely,



VERNON R. KELLEY, III  
THE PUL ALLIANCE

Cc: District 1 Office  
Construction Division  
Roadway Division

October 29, 2007

Daniel B. Smith, Right of Way Division  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, MS 39215

**RE: Toyota Frontage Road & MS Highway No. 9 & Co. Rd 203 Improvements  
State Project No. SP-0006-01(86)  
UTILITY RELOCATION CERTIFICATION**

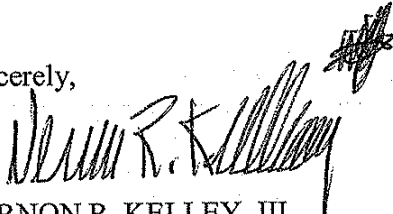
Dear Mr. Smith:

As to the captioned project, this letter is to inform that all affected utilities have been relocated except as noted below:

TOYOTA FRONTAGE ROAD & MS HIGHWAY 9:  
City of Pontotoc Gas Company to be fully relocated on 03/01/08  
AT&T Telephone Line to be fully relocated on 03/01/08

COUNTY ROAD 203 IMPROVEMENTS:  
City of Pontotoc Gas Company to be fully relocated on 04/01/08  
AT&T Telephone Line to be fully relocated on 04/01/08  
Wallerville Water Association Line to be fully relocated on 04/01/08

Sincerely,



VERNON R. KELLEY, III  
THE PUL ALLIANCE

Cc: District 1 Office  
Construction Division  
Roadway Division

October 29, 2007

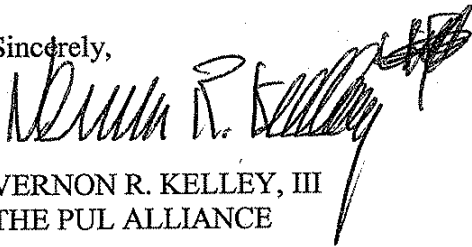
Daniel B. Smith, Right of Way Division  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, MS 39215

**RE: Toyota Frontage Road & MS Highway No. 9 & Co. Rd 203 Improvements  
State Project No. SP-0006-01(86)  
ENCROACHMENT & PONTENTIALLY CONTAMINATED SITE  
CERTIFICATION**

Dear Mr. Smith:

After review of the Right Of Way for the captioned project, this letter is to certify that no encroachments exist for the proposed construction. Further, inspection of the project revealed no visible indications of any Potentially Contaminated Sites on the right of way.

Sincerely,

A handwritten signature in black ink, appearing to read "Vernon R. Kelley, III". The signature is stylized and includes a large, sweeping flourish at the end.

VERNON R. KELLEY, III  
THE PUL ALLIANCE

Cc: District 1 Office  
Construction Division  
Roadway Division

## **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. 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. 586**

**CODE: (SP)**

**DATE: 07/22/2005**

**SUBJECT: Storm Water Discharge Associated with Construction Activity  
(≥ 5 Acres)**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties**

A Construction Storm Water General NPDES Permit to discharge storm water associated with construction activity is required.

The Department has acquired Certificate of Permit Coverage MSR-\_\_\_\_\_ under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed [Large](#) Construction Notice of Intent (LNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder assumes the responsibility for meeting all permit terms and conditions and for performing permit requirements including, but not limited to, the inspection and reporting requirements. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor shall make inspections in accordance with [condition No. S-4, page 14](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the [inspection](#) form provided with the [packet](#) completed shall be sufficient. The weekly inspections must be documented [monthly on the](#) Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

An amount equal to 25 percent (25%) of the total estimated value of the work performed during each period in which the Contractor fails to submit [monthly the completed](#) Inspection and



Certification Form to the Project Engineer will be withheld from the Contractor's earned work. Thereafter, on subsequent successive estimate periods, the percentage withheld will be increased at the rate of 25 percent per estimate period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly estimate for partial payment following the date the [monthly](#) submittal of the completed Inspection and Certification Form is brought back into compliance with this specification.

Upon successful completion of all permanent erosion and sediment controls for a covered project, accepted and documented by the Engineer, a completed Notice of Termination (NOT) of Coverage form shall be submitted to the Office of Pollution Control. If no sediment and erosion control problems are identified, the prime contractor will receive a termination letter from the Office of Pollution Control.

In summary, prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1). Also, prior to the commencement of construction on the project, the Contractor shall transmit by letter an original signed copy of the completed Prime Contractor Certification (Form No. 2) to the Office of Pollution Control, P.O. Box 10385, Jackson, Mississippi 39289-0385. Copies of the completed Prime Contractor Certification (Form No. 2) and letter of transmittal shall be furnished the Project Engineer as proof of the required filing with the Office of Pollution Control. At project completion, when accepted and documented by the Engineer, a Notice of Termination of Coverage will be submitted to the Office of Pollution Control.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

## 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.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 777**

**CODE: (IS)**

| **DATE: 04/13/2006**

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

| Payment for training hours will be handled as outlined in Special Provision 906-6. 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 906-6).

| On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) 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. 778**

**CODE: (SP)**

**DATE: 02/22/2006**

**SUBJECT: Cost Adjustment Factors For Maintained Hot Mix Asphalt**

Bidders are hereby advised that Subsection 109.07 of the Standard Specifications states that an allowance for the change in fuel and materials costs will only be made when the pay item includes an adjustment code indicating that an adjustment is allowed.

When the Contractor's Project Management Plan approved by MDOT includes an asphalt cement grade for pay item no. 907-403-F, Maintained Hot Mix Asphalt, that is not listed on the Notice To Bidders entitled "Petroleum Products Base Price", the Engineer will determine the price adjustment based on similar asphalt cement grades.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 882

CODE: (IS)

| DATE: 04/06/2006

**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-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

| Form OCR-484 has also 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.

| Forms OCR-482 and 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. 883**

**CODE: (IS)**

**DATE: 04/28/2006**

**SUBJECT: Payroll Requirements**

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. 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 submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1199**

**CODE: (SP)**

**DATE: 09/12/2006**

**SUBJECT: Severe High Sulfate Areas**

Bidders are hereby advised that this project, or portions of this project, is located in areas considered to be High Sulfate Areas and will require restrictions on the tricalcium aluminate content of the Portland cement portion of cementitious materials and sources of fly ash used for replacement of Portland cement. With the exception of prestressed structure members, concrete pipe, concrete posts, bridge decks, intermediate caps, rails and curbs, cement/fly ash used in concrete mixtures shall not exceed eight percent (8%) tricalcium aluminate as addressed in Subsection 907-701.02 for severe sulfate exposure.

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1321**

**CODE: (SP)**

**DATE: 01/22/2007**

**SUBJECT: Use of Precast Drainage Units**

Bidders attention is brought to the content of Subsection 601.02.3 regarding precast units. The Contractor must make a request to the Project Engineer for approval to use precast units prior to installation. Even though the units have been pre-approved by MDOT, official request for use is required.

MDOT has pre-approved the following manufactures. Any other manufacturer must be pre-approved by MDOT Roadway Design Division prior to use.

Hanson Pipe & Products, Inc.  
2840 W. Northside Drive  
Jackson, MS 39213  
(Formally Choctaw, Inc.)

Custom Precast Products, Inc.  
125 International Boulevard  
Laverne, TN 37086-3326

Custom Precast Products, Inc.  
P.O. Drawer #242  
#68 Industrial Park  
Lumberton, MS 39455



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

| DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
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.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8” ”.
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)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

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”.
570	682.03	Change the subsection number from “682-03” to “682.03”.
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”.
709	715.09.5	In the first sentence of the first paragraph, change “guage” to “gauge”.
717	717.02.3.4	In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
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. 1699**

**CODE: (SP)**

**DATE: 08/15/2007**

**SUBJECT: Minimum Wage Rate**

Bidders are advised of an increase in the minimum federal wage rate established by the United States Department of Labor Wage and Hour Division beginning July 24, 2007. The minimum wage rate is now \$5.85 per hour.

MDOT gets the wage rates that are used in proposals from the Department of Labor website. As of this date, the wage rates have not been updated to reflect the new minimum wage rate. As a result, the wages rates in this proposal contain wage rates that reflect the minimum wage rate prior to July 24, 2007.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273, the minimum federal wage rate of \$5.85 per hour must be paid.

## **SUPPLEMENT TO NOTICE TO BIDDERS NO. 1713**

**DATE: October 26, 2007**

The contract goal is 10 percent for the Disadvantaged Business Enterprises.

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

The bidder hereby gives assurance that a good faith effort has been made to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, 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. 1713**

**CODE: (SP)**

**DATE: 08/31/2007**

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN SPECIAL FUNDED PROJECTS**

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference, except approvals and concurrences by the Federal Highway Administration is not applicable to this contract since it is not financed in whole or in part with Federal Funds.

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 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 these 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. 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 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.

### **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.

To initially count toward meeting the goal, the DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal and approved by MDOT. DBE credit is received only when the DBE firm has been paid for the work they performed on the project.

## **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 Prime 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. The joint venturer must submit a Joint Venture Eligibility Form provided by the Mississippi Department of Transportation.
- (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 Prime 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 condition being satisfied:

- (1) 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 that adequate good faith efforts have been made to meet the contract goal.
- (2) 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.

### **DEFAULT**

In the event the Contractor defaults on this project and the Surety Company is called upon to complete the contract, the DBEs named on the original OCR-481 forms must be given the opportunity to perform the work subcontracted to them by the original Contractor unless the DBE requests, in writing, to be released. The DBE commitment percentage entered on the last bid sheet of the proposal shall remain in force as a provision of the contract, but only the contract goal established by MDOT in this proposal must be met or exceeded 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. 1714**

**CODE: (SP)**

**DATE: 10-25-2007**

**SUBJECT: Contract Time**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties**

The calendar date for completion of work to be performed by the Contractor for this project shall be **May 29, 2009** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued by not later than **December 11, 2007** and the date for issuing the Notice to Proceed/Beginning of Contract Time will be simultaneous with the execution of the contract.

In addition to the above project completion date, this project has provision for a milestone completion date as addressed in Notice To Bidders No. 1770.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1715

DATE: OCTOBER 31, 2007

SUBJECT: Specialty Items

PROJECT: SP-0006-01(086) / 104969302 & SP-0006-01(086) / 104969303 - Pontotoc & Union Counties

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: CURBING, SIDEWALKS, GUTTERS

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Line No	Pay Item	Description
1080	609-D002	Combination Concrete Curb and Gutter Type 2
1090	609-D004	Combination Concrete Curb and Gutter Type 3A Modified

### CATEGORY: EROSION CONTROL

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Line No	Pay Item	Description
0280	211-B001	Topsoil for Slope Treatment, Contractor Furnished
0290	212-A001	Light Ground Preparation
0300	212-B001	Standard Ground Preparation
0310	213-B001	Combination Fertilizer, 13-13-13
0320	213-C001	Superphosphate
0330	214-A001	Seeding, Bahiagrass
0340	214-A002	Seeding, Bermudagrass
0350	214-A003	Seeding, Tall Fescue
0360	214-A004	Seeding, Crimson Clover
0370	214-A005	Seeding, Sericea Lespedeza
0380	214-A014	Seeding, Browntop Millet
0390	214-A015	Seeding, Oats
0400	214-A017	Seeding, Rye Grass
0410	215-A001	Vegetative Materials for Mulch
0420	216-A001	Solid Sodding
0430	217-A001	Ditch Liner
0440	219-A001	Watering
0450	220-A001	Insect Pest Control
0480	224-A001	Soil Reinforcing Mat
0490	234-A001	Temporary Silt Fence
0500	235-A001	Temporary Erosion Checks
0510	236-A004	Silt Basin, Type D
0520	239-A001	Temporary Slope Drains
1920	907-213-A001	Agricultural Limestone
1930	907-234-D001	Inlet Siltation Guard
1940	907-234-E001	Reset Inlet Siltation Guard

**CATEGORY: GUARDRAIL, GUIDERAIL**

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Line No	Pay Item	Description
1050	606-B001	Guard Rail, Class A, Type 1
1060	606-D012	Guard Rail, Bridge End Section, Type I
1070	606-E002	Guard Rail, Terminal End Section, Flared

**CATEGORY: RIPRAP, MAILBOXES**

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Line No	Pay Item	Description
2030	907-617-A001	Right-of-Way Marker

**CATEGORY: LANDSCAPING**

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Line No	Pay Item	Description
0470	223-A001	Mowing

**CATEGORY: PAVEMENT STRIPING AND MARKING**

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Line No	Pay Item	Description
1360	626-A001	6" Thermoplastic Traffic Stripe, Skip White
1370	626-B001	6" Thermoplastic Traffic Stripe, Continuous White
1380	626-C001	6" Thermoplastic Edge Stripe, Continuous White
1390	626-D001	6" Thermoplastic Traffic Stripe, Skip Yellow
1400	626-E001	6" Thermoplastic Traffic Stripe, Continuous Yellow
1410	626-G001	Thermoplastic Detail Stripe, White
1420	626-G002	Thermoplastic Detail Stripe, Yellow
1430	626-H001	Thermoplastic Legend, White
1440	626-H002	Thermoplastic Legend, White
1450	627-K001	Red-Clear Reflective High Performance Raised Markers
1460	627-L001	Two-Way Yellow Reflective High Performance Raised Markers
1470	628-J002	6" High Performance Cold Plastic Traffic Stripe, Continuous White
1480	628-M002	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow

**CATEGORY: SURVEY AND STAKING**

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Line No	Pay Item	Description
1880	699-A001	Roadway Construction Stakes

**CATEGORY: TRAFFIC CONTROL - PERMANENT**

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Line No	Pay Item	Description
1490	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1500	630-A002	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1510	630-B001	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted
1520	630-B002	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted
1530	630-C001	Steel U-Section Posts, 2.0 lb/ft



CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
1540	630-C003	Steel U-Section Posts, 3.0 lb/ft
1550	630-D002	Structural Steel Beams, S4 x 7.7
1560	630-D003	Structural Steel Beams, W6 x 9
1570	630-D009	Structural Steel Beams, W10 x 26
1580	630-D010	Structural Steel Beams, W12 x 26
1590	630-E001	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles
1600	630-E003	Structural Steel Angles & Bars, 4" x 4" x 5/16" Angles
1610	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1620	630-F001	Delineators, Guard Rail, White
1630	630-F006	Delineators, Post Mounted, Single White
1640	630-F007	Delineators, Post Mounted, Single Yellow
1650	630-F008	Delineators, Post Mounted, Double White
1660	630-F009	Delineators, Post Mounted, Double Yellow
1670	630-G002	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
1680	630-K001	Welded & Seamless Steel Pipe Posts, 3"
1690	630-K002	Welded & Seamless Steel Pipe Posts, 3 1/2"
1700	630-K003	Welded & Seamless Steel Pipe Posts, 4"
1720	635-A001	Vehicle Loop Assemblies
1730	636-A001	Shielded Cable, AWG #18, 4 Conductor
1740	639-A012	Traffic Signal Equipment Pole, Type II, 17' Shaft, 30' Arm
1750	639-A013	Traffic Signal Equipment Pole, Type II, 17' Shaft, 40' Arm
1760	639-A096	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm
1770	640-A016	Traffic Signal Heads, Type 1 LED
1780	640-A019	Traffic Signal Heads, Type 5 LED
1790	640-A022	Traffic Signal Heads, Type 7 LED
1800	642-A008	Solid State Traffic Actuated Controllers, Type 8A
1810	647-A001	Pullbox, Type 1
1820	647-A005	Pullbox, Type 2
1830	666-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor
1840	666-B022	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 2 Conductor
1850	668-A016	Traffic Signal Conduit, Underground, Type 4, 1"
1860	668-A018	Traffic Signal Conduit, Underground, Type 4, 2"
1870	668-B025	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
2050	907-630-I001	Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed
2060	907-630-I002	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed
2070	907-630-O003	Remove and Reset Sign, All Sizes
2080	907-649-A001	Video Detection System, 1 Sensor

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
1140	619-A1001	Temporary Traffic Stripe, Continuous White
1150	619-A2001	Temporary Traffic Stripe, Continuous Yellow
1160	619-A5002	Temporary Traffic Stripe, Detail, Paint
1170	619-A6001	Temporary Traffic Stripe, Legend

CATEGORY: TRAFFIC CONTROL - TEMPORARY

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Line No	Pay Item	Description
1180	619-C7001	Two-Way Yellow Reflective High Performance Raised Marker
1190	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
1200	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
1210	619-F1001	Concrete Median Barrier, Precast
1220	619-F2001	Remove and Reset Concrete Median Barrier, Precast
1230	619-G4001	Barricades, Type III, Single Faced
1240	619-G4004	Barricades, Type III, Single Faced, Permanent, Red/White
1250	619-G4005	Barricades, Type III, Double Faced
1260	619-G5001	Free Standing Plastic Drums
1270	619-G7001	Warning Lights, Type "B"
2040	907-619-E3001	Changeable Message Sign

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1716**

**CODE (SP)**

**DATE:** September 10, 2007

**SUBJECT:** Placement of Fill Material in Federally Regulated Areas

**PROJECT:** SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties

A Permit (404, General, Nationwide, etc.) for placing fill material federally regulated sites is required.

The Department has acquired the following permits for permanently filling at regulated sites that are identified during project development:

**Nationwide Permit No. 14 (Waters of the U. S.)  
All sites with area of less than 0.10 acres.**

Copies of said permit(s) are on file with the Department.

Securing a permit(s) for the filling of any other regulated site, the purpose of which is temporary construction for the convenience of the Contractor, shall be the responsibility of the Contractor.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 -NOTICE TO BIDDERS NO. 1717**

**CODE: (SP)**

**DATE:       October 29, 2007**

**SUBJECT:   General Notes**

**PROJECT:   SP-0006-01(086) / 104969302 & 303 - Union and Pontotoc Counties**

Bidders are hereby advised to familiarize themselves with the following General Notes.

- Note # 16 on Sheet No. 6 regarding removal of the existing bridge at Locust Hill Rd.
- Note #23 on Sheet No. 7 regarding the removal of trapped water.
- See Notice to Bidders No. 1718, Cooperation Between Contractors, for water issues from Sta. 202+00 to Sta. 214+00.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1718**

**CODE: (SP)**

**DATE: 9-11-2007**

**SUBJECT: Cooperation Between Contractors**

**PROJECT: SP-0006-01(086) / 104969302 & 303 –  
Union & Pontotoc Counties**

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

This project adjoins projects **NH-HPP-0006-01(073) N in Union County and NH-HPP-0006-01(074) N, NH-HPP-0006-02(022) N, NH-HPP-0006-01(080) N in Lee, Pontotoc and Union Counties** that are currently under construction. The successful bidders shall cooperate with each other and with the Department during construction of the adjoining projects.

The successful bidder shall familiarize himself with the existing contracts referred to above and comply with the provisions of Subsection 105.07, Cooperation Between Contractors.

Bidders should also be aware that construction of a railroad overpass is planned by others between station 161+00 and station 163+00. Should this construction begin during the life of the contract the successful bidder shall cooperate as per the above noted Subsection.

Bidders are also advised that warerline, sewerline or both will be constructed by others at the following locations Sta. 182+00 to Sta. 190+00 Right, Sta. 183+00 to Sta. 225+00 Left, Sta. 211+00 to Sta. 411+00 Right, SR 9 at Sherman Sta. 698+00 to Sta. 709+00 Left and Right and SR 9 North at Blue Springs Sta. 10+50 to Sta. 22+75 Rt. The successful bidder shall cooperate as per the above noted Subsection.

Bidders are also advised that the area within MDOT ROW from Sta. 202+00 to Sta. 214+00 on the frontage road is lower in elevation than the adjacent Toyota site, Toyota will remove any trapped water that encroaches onto the ROW in a timely manner so that construction operations will not be hampered. Toyota will continue the water removal operation until the fill areas can be raised to such a point as to allow gravity flow of water in a manner that will be consistent with roadway construction plans. The contractor will coordinate with Toyota, or their representative, on embankment placement so that the two operations can proceed simultaneously. The successful bidder shall cooperate as per the above noted Subsection.

No extension of contract time or monetary claim will be considered for the above mentioned construction.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 – NOTICE TO BIDDERS NO. 1742**

**CODE: (SP)**

**DATE: 9/9/2007**

**SUBJECT: Petroleum Products Base Prices For Contracts Let in November, 2007**

**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	\$2.5356	\$0.6698
Diesel	\$2.9121	\$0.7693

## 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	\$1.3193	\$313.00	\$0.3485	\$345.02
Viscosity Grade AC-10	\$1.3312	\$315.83	\$0.3517	\$348.14
Viscosity Grade AC-20	\$1.3207	\$313.33	\$0.3489	\$345.38
Viscosity Grade AC-30	\$1.3101	\$310.83	\$0.3461	\$342.63
Grade PG 64-22	\$1.3006	\$308.57	\$0.3436	\$340.13
Grade PG 67-22	\$1.3024	\$309.00	\$0.3441	\$340.61
Grade PG 76-22	\$1.7232	\$408.83	\$0.4552	\$450.65
Grade PG 82-22	\$1.9811	\$470.00	\$0.5233	\$518.08

## EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$1.3327	\$0.3521
Grade RS-2C (CRS-2)	\$1.2970	\$0.3426
Grade CRS-2P	\$1.5372	\$0.4061

## PRIMES

Grade EA-1 & MC-70	\$1.7299	\$0.4570
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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 -NOTICE TO BIDDERS NO. 1765**

**CODE: (SP)**

**DATE: 9-11-2007**

**SUBJECT: Working on Sundays and Holidays**

**PROJECT: SP-0006-01(086) / 104969302 & 303 - Union and Pontotoc Counties**

To help expedite the completion of the project, bidders are hereby advised that any reference in the specifications that prohibit working on Sundays & holidays shall be disregarded.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904- NOTICE TO BIDDERS NO. 1767**

**CODE: (SP)**

**DATE: 10-30-2007**

**SUBJECT: Restricted Areas Utilities**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties**

The wording in the third paragraph of Notice to Bidders No. 2 (Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites) does not apply to the restrictions contained in this Notice to Bidders. The Notice to Proceed will be issued with the following restrictions:

The Contractor is hereby notified that the utilities on SR 9 at Sherman will not be relocated until March 1, 2008 and the utilities on CR203 will not be relocated until April 1, 2008

The Contractor shall not access the areas listed above until *the above mentioned dates*. Upon written notification by the Engineer, the Contractor will be allowed earlier access without a penalty in the contract time.

No extension of time will be considered for this non-access unless restrictions extend beyond the above mentioned date.



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904- NOTICE TO BIDDERS NO. 1768**

**CODE: (SP)**

**DATE: 10-30-2007**

**SUBJECT: Restricted Areas Right of Way**

**PROJECT: SP-0006-01(086) / 104969302 & 303 - Union & Pontotoc Counties**

The wording in the third paragraph of Notice to Bidders No. 2 (Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites) does not apply to the restrictions contained in this Notice to Bidders. The Notice to Proceed will be issued with the following restrictions:

- 1 Linda H. Gaines 10+11.73 to 12+45 CR 203
- 2 John A. Evans 10+11.74 to 16+80.56 CR 203
- 3 Jeffrey & Antina Fellows 15+08.82 to 16+78 CR 203
- 4 Ed Bridges Et. Ux. Joyce Bridges 16+80 to CR 203
- 5 James Hogue 16+64.19 to 19+72 CR 203
- 6 Josh Merritt 19+54.68 to 21+69 CR 203
- 7 Sandy Merritt 21+43.42 to 23+69.90 CR 203
- 8 J. D. Gaines et. ux. 35+94.52 to 38+17.22 CR 203
- 9 Judy Parrish 38+10 to 42+80 CR 203
- 10 Steve Wallace 411+33 to 412+44 Toyota Frontage Rd.
- 11 Elna Jane Wallace 411+69 to 413+00 Toyota Frontage Rd.

The Contractor shall not access the areas listed above until *January 31, 2008*. Upon written notification by the Engineer, the Contractor will be allowed earlier access without a penalty in the contract time.

No extension of time will be considered for this non-access unless restrictions extend beyond the above mentioned date.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1769**

**CODE: (SP)**

**DATE: 10-23-2007**

**SUBJECT: Ramp Closures at Blue Springs**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties**

Construction required on working sheet TC-9 (sheet no. 85) and working sheet TC-11 (sheet no. 87) requiring the closure of the ramps at the Blue Springs Interchange will be limited to 30 days. The closure of the ramps shall be coordinated with the Toyota plant construction because the ramps must be open for the delivery of structural steel and production equipment. Each ramp may remain closed for 30 calendar days. Each day in excess of 30 calendar days that the ramp is not open to traffic the contractor will be charged \$3,000. The contact person will be Rusty Jackson @ 662-255-2163 or his designated depreciative.

It is expected that the required ramp construction will occur between April 15, 2008 and September 1, 2008.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904- NOTICE TO BIDDERS NO. 1770**

**CODE: (SP)**

**DATE: 10-25-2007**

**SUBJECT: Milestone 1 Completion Date**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – Union & Pontotoc Counties**

The project completion date, May 29, 2009, is the calendar date for completion of all work to be performed by the Contractor for this project, as addressed in Subsection 108.06 of the Standard Specification as “Contract Time”.

**Milestone 1 Completion Date shall be December 15, 2008.** Milestone 1 completion date is the date all items of work shall be satisfactorily completed, except for growth and coverage of plant establishment and incidental punch list items, on the Frontage Road between stations 154+55 to station 263+00, the interchange ramps at Blue Springs and the connection to the Blue Springs intersection . Milestone 1 completion date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (e.g., tornado, earthquake, hurricane or declared state of emergency) which occurs through no fault of the contractor.

Should the Contractor fail to complete the necessary items of work for milestone 1 on or before December 15, 2008, the Department shall deduct **\$25,000.00** for each calendar day the Contractor exceeds the Milestone 1 completion date. This deduction shall be for the Contractor's failing to timely pursue the necessary items of work to meet the Milestone 1 completion date.

Subsection 108.07 of the Standard Specifications relating to liquidated damages remains in effect. The applicable daily charge will be made for each calendar day after expiration of contract time, May 29, 2009.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-104-1**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Partnering Process**

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-104.01--Intent of Contract.** At the end of Subsection 104.01 on Page 24, add the following:

**907-104.01.1--Partnering Process.**

### **COVENANT OF GOOD FAITH AND FAIR DEALING:**

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The contractor and the Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- A. Each will function within the laws and statutes applicable to their duties and responsibilities.
- B. Each will assist in the other's performance.
- C. Each will avoid hindering the other's performance.
- D. Each will proceed to fulfill its obligations diligently.
- E. Each will cooperate in the common endeavor of the contract.

### **VOLUNTARY PARTNERING:**

The Mississippi Department of Transportation intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and supplier. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in make-up, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partnering initiative prior to starting of work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the preconstruction conference, the contractor's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The Contractor working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel, the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA and key local government personnel will be also be invited to attend as necessary. The contractors and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the contractor and Mississippi Department of Transportation.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract.

## 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. 907-107-3**

**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. 907-107-6

CODE: (IS)

| DATE: 07/03/2007

| SUBJECT: Legal Relations and Responsibility to Public

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.

| **907-107.15--Third Party Beneficiary Clause.** In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-108-11**

**CODE: (IS)**

**DATE: 04/21/2006**

**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, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

**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.

**907-108.06.1.2--Contract Time Assessment.** At the end of the eighth paragraph of Subsection 108.06.1.2 on page 81, add the following:

When the approved progress schedule indicates that a controlling phase(s) is to be completed prior to December 1 and the physical features of the phase(s) have not been satisfactorily completed, beginning on December 1 the miscellaneous phase will be shown as the only active phase during the months of December, January, and February. Under this condition, time units, monthly time units divided by monthly calendar days, will be assessed in accordance with the applicable column in the TABLE OF TIME UNITS. If the physical features of the phase(s) have not been completed by March 1, the phase will resume as a controlling phase and time assessment will be made accordingly.

Delete the fourth and fifth sentence of the thirteenth paragraph of Subsection 108.06.1.2 on page 82, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-108-13**

**CODE: (SP)**

**DATE: October 29, 2007**

**SUBJECT: Liquidated Damages Table**

**PROJECT: SP-0006-01(086) / 104969302 & 303 – UNION & PONTOTOC COUNTIES**

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

**907-108.07--Failure to Complete the Work on Time.** Delete the table in Subsection 108.07 on page 85, and substitute the following:

## **Schedule of Deductions for Each Day of Overrun in Contract Time**

<b>Original Contract Amount</b>		<b>Daily Charge Per Calendar Day</b>
<b>From More Than</b>	<b>To and Including</b>	
\$ 0	\$ 100,000	\$ 140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	1,000,000	450
1,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	- - - - -	5,600

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-15

CODE: (SP)

DATE: 09/20/2007

SUBJECT: Cessation of Contract Time

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

**907-108.06--Determination and Extension of Contract Time.**

**907-108.06.2--Based on Calendar Date Completion.** After Subsection 108.06.2.1 on page 85, add the following:

**907-108.06.2.2--Cessation of Contract Time.** When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.



# **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

## **SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-3**

**DATE:** 11/21/2006

**SUBJECT:** Changes in Material Costs

After the last paragraph of Subsection 907-109.06.1 on page 1, add the following:

**907-109.07--Changes in Material Costs.** Delete the second sentence of the first paragraph of Subsection 109.07 on page 95, and substitute the following:

When a pay item on the bid sheets indicate that an adjustment is allowed and when a notice to bidders is included in the contract showing current monthly base prices, an adjustment will be provided as follows:

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-109-3**

**CODE: (IS)**

**DATE: 04/21/2006**

**SUBJECT: Partial Payment**

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-109.04--Extra and Force Account Work.** Delete the first sentence of the second paragraph of Subsection 109.04 under (d) on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

**907-109.06--Partial Payment.**

**907-109.06.1--General.** Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-213-1

CODE: (IS)

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-213.05--Basis of Payment.** Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

Agricultural limestone will be paid for at the contract unit price per ton. Grade "A" agricultural limestone with an equivalent neutralizing value (ENV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for Grade "A" agricultural limestone with an ENV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone - per ton

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-304-9**

**CODE: (SP)**

**DATE: 06/28//2007**

**SUBJECT: Crushed Aggregate Courses**

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-304.02--Materials.** After the first paragraph of Subsection 304.02.1 on page 183, add the following:

When the contract includes pay item 907-304-E, Granular Material, LVM, RAP, it shall be milled recycled asphalt pavement and shall be visually inspected by the Engineer to insure it is free from chunks and deleterious materials.

**907-304.03--Construction Requirements.**

**907-304.03.5--Shaping, Compacting and Finishing.** Delete the first table in Subsection 304.03.5 on page 186 and substitute the following:

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

\* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values:

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

Before the last paragraph of Subsection 304.03.5 on page 186, add the following:

Unless otherwise specified, density for granular material, RAP, shall be achieved by two passes of an approved roller and density tests will not be required.

**907-304.05--Basis of Payment.** Add the “907” prefix to pay items 304-D, 304-E, 304-F, 304-G & 304-H on page 187.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-307-1**

**DATE:** 04/10/2006

**SUBJECT:** Lime Treated Courses Course

Before Subsection 907-307.03.2 on page 1, add the following:

**907-307.02.4--Curing Seals.** After “EA-1,” in the first sentence of 307.02.4 on page 195, add “AE-P,”.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-307-1**

**CODE: (IS)**

**DATE: 07/21/2004**

**SUBJECT: Lime Treated Courses**

Section 907-307, Lime Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-307.03.2--Equipment.** Delete the second paragraph of Subsection 307.03.2 on pages 196 & 197.

**907-307.05--Basis of Payment.** Add the "907" prefix to all pay item numbers listed in Subsection 307.05 on pages 203 & 204.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-308-3

CODE: (IS)

| DATE: 08/14/2007

SUBJECT: Portland Cement Treated Courses

Section 907-308, Portland Cement Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

| 907-308.02.4--Curing Seals. After “EA-1,” in the first sentence of 308.02.4 on page 204, add “AE-P,”.

| 907-308.03.2--Equipment.

907-308.03.2.1--General. Delete the second paragraph of Subsection 308.03.2.1 on page 206.

Delete Subsection 308.03.7.2 on page 209 and substitute the following:

907-308.03.7.2--Weather Limitations. No cement or cement treated material shall be applied or placed when the temperature is below 45°F nor when the Engineer determines, based on the latest information available from the National Weather Service, that the forecast temperature will fall below 45°F within the next five (5) days in the area in which the project is located. No cement or cement treated material shall be placed on a frozen foundation or mixed with frozen material.

907-308.03.9.2--Density. Delete the second paragraph of Subsection 308.03.9.2 on page 213 and substitute the following:

Soil Cement Treatment of Subgrade. The lot will be divided into five approximately equal sublots with one density test taken at random in each subplot. The average of the five (5) density tests shall equal or exceed 96.0 percent with no single density test below 94.0 percent. Sublots with a density below 94.0 percent shall be corrected at no additional cost to the State and retested for acceptance.

Each lot of work found not to meet the density requirement of 96.0% 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	96.0 and above
0.90	95.0 - 95.9
0.50	94.0 - 94.9

- \* Any lot with a density less than 94.0% of maximum density shall be corrected at no additional cost to the State.

**Soil Cement Treatment of Base.** The lot will be divided into five approximately equal sublots with one density test taken at random in each subplot. The average of the five (5) density tests shall equal or exceed 97.0 percent with no single density test below 95.0 percent. Sublots with a density below 95.0 percent shall be corrected at no additional cost to the State and retested for acceptance.

Each lot of work found not to meet the density requirement of 97.0% 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>
1.02	98.0 and above
1.00	97.0 - 97.9
0.90	96.0 - 96.9
0.50	95.0 - 95.9

- \*\* Any lot with a density less than 95.0% of maximum density shall be corrected at no additional cost to the State.

**Soil Cement Treatment of Irregular Areas.** Density of irregular areas shall be rolled to highest stability. Irregular areas shall be defined as 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.

**907-308.03.10--Protection and Curing.** Delete the second paragraph of Subsection 308.03.10 on page 213 and substitute the following:

When the treated course is the subgrade, a subsequent course shall not be placed on the sealed course for at least seven (7) calendar days. During this 7-day period, the treated course shall not be subjected to any type of traffic and equipment.



When the treated course is the base, the Contractor shall use the mix design (7-day or 14-day) as specified on the Mix Design from the Central Laboratory. Depending on the specified mix design, a subsequent course shall not be placed on the sealed course for at least seven (7) or fourteen (14) calendar days. During this period, the treated course shall not be subjected to any type of traffic and equipment.

**907-308.05--Basis of Payment.** Add the “907” prefix to all pay item numbers listed in Subsection 308.05 on page 215.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-311-2**

**CODE: (IS)**

**DATE: 08/14/2007**

**SUBJECT: Lime-Fly Ash Treated Courses**

Section 907-311, Lime-Fly Ash Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

### **907-311.02--Materials.**

**907-311.02.2--Curing Seals.** After “EA-1,” in the first sentence of 311.02.2 on page 223, add “AE-P,”.

**907-311.03--Construction Requirements.** Delete Subsection 311.03.2 on pages 223 & 224, and substitute the following:

**907-311.03.2--Equipment.** Equipment necessary for the proper prosecution of the work shall meet the applicable requirements of Subsection 907-308.03.2.

Delete Subsection 311.03.7 on page 225, and substitute the following:

### **907-311.03.7--Shaping, Compacting, and Finishing.**

**907-311.03.7.1--General.** The mixed material shall be shaped as required immediately after mixing, or delivery to the roadbed in the case of central plant mixed material. Initial compaction shall begin immediately, and machining and compacting shall continue until the entire depth and width of the course is compacted to the required density within two hours of the time of beginning mixing. Compaction shall be by equipment and methods which do not result in lamination.

Areas inaccessible to rollers shall be compacted to the required density by other approved methods.

The addition of thin layers of treated material in order to conform to cross sectional or grade requirements will not be permitted.

Compaction by vibration shall not be performed after the lime fly-ash has taken its initial set. Vibratory compaction of a section shall be completed within one hour.

During compaction, a spike-tooth harrow or other suitable equipment shall be used as required to prevent lamination.

The surface shall then be reshaped to the required lines, grades, and cross section, and if

necessary shall be lightly scarified to remove imprints left by the compacting or shaping equipment. The surface shall then be sprinkled as necessary and thoroughly rolled with a pneumatic roller, and if the mixture contains plus No. 4 aggregate, at least one complete coverage of the section shall be made with a steel-wheel tandem roller.

Surface compaction and finishing for the entire section shall be performed in a manner that will produce a smooth, closely knit surface, free from laminations, construction cracks, ridges, or loose material, and conforming to the crown, grade, and lines stipulated within four hours after the beginning of mixing.

Upon completion of compaction, testing will be performed in accordance with Subsections 700.03 and 700.04.

**907-311.03.7.2--Density.** Determination of acceptance of compaction of treated courses for required density will be performed on a lot to lot basis. Each lot will be each 2,500 linear feet per layer placed. At the discretion of the Engineer, a residual portion of a lot completed during a day's operation may be considered a separate lot or may be included in the previous or subsequent lot, except that any day's operation of less than one full lot will be considered a lot.

The lot will be divided into five approximately equal sublots with one density test taken at random in each subplot. The average of the five (5) density tests shall equal or exceed 98.0 percent with no single density test below 94.0 percent. Sublots with a density below 94.0 percent shall be corrected at no additional cost to the State and retested for acceptance.

For treated materials other than for design soils and bases, the required density will be set out elsewhere in the contract.

**907-311.03.7.3--Width, Thickness, and Surface Requirements.** For the purpose of determining reasonable conformity with the designated width of a treated course, it shall be understood that the width of a treated course shall not vary from the designated edge lines by more than plus or minus one inch.

For the purpose of determining reasonable conformance with the designated thickness of a treated course, it shall be understood that the depth of the treated course shall not vary from designated thickness by more than minus one-half (1/2) inch or plus one (1) inch.

The finished surface of a treated course shall conform to the requirements shown on the plans, within the tolerances allowable under Section 321.

**907-311.05--Basis of Payment.** Add the "907" prefix to all pay item numbers listed in Subsection 311.05 on page 226.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-2

**DATE:** 03/30/2007

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

After Subsection 907-401-02.6.2 on page 2, add the following:

**907-401.02.6.4.1--Roadway Density.** Delete subparagraphs 1., 2., & 3. on page 251 and substitute the following:

1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.
2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92.0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

**907-401.03.1.4--Density.** Delete the first sentence of the first paragraph of Subsection 401.03.1.4 on page 259 and substitute the following:

The lot density for all dense graded 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 the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day's production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.

# 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

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-3

**DATE:** 10/23/2007

**SUBJECT:** Maintained Hot Mix Asphalt

**PROJECT:** SP-0006-01(086) / 104969302 & 303 -- Union and Pontotoc Counties

### **907-403.01--General.**

**907-403.01.1--Description.** Delete the first three sentences of the second paragraph of Subsection 907-403.01.1 on page 1 and substitute the following:

The Contractor will maintain the finished Frontage Road from CR 203 to SR 9 for a period of seven years. The 7-year maintenance period will commence on the day all required work for Milestone 1 is completed. The Contractor shall have no obligation to monitor or review the finished frontage road at any time during the seven (7)-year maintenance period, as set out herein.

Delete the fourth paragraph of Subsection 907-403.01.1 on page 1 and substitute the following:

The provisions of this Special Provision will apply to all maintained HMA placed on the finished Frontage Road.

**907-403.01.2--Maintenance.** Delete the first sentence of the first paragraph of Subsection 907-403.01.2 on page 1 and substitute the following:

Beginning on the day all the required work for Milestone 1 is complete, a single term 7-year maintenance bond will be in effect for the entire period.

Delete the first sentence of the second paragraph of Subsection 907-403.01.2 on page 2 and substitute the following:

The 7-year maintenance bond will be \$ 1,500,000 for the Maintained HMA pavement.

**907-403.01.5.1--Pavement Distress Indicators, Thresholds and Remedial Action.** Delete the third Distress Type, Reflection Cracking, from the table on page 5.

Delete the asterisk (\*) from the second Distress Type, Rutting, in the table on page 6.

Delete the asterisk (\*) footnote under the table on page 6.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-403-3**

**CODE: (SP)**

**DATE: 01/30/2006**

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

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 Maintained Hot Mix Asphalt Pavement only.

### **SECTION 907-403 – MAINTAINED HOT MIX ASPHALT PAVEMENT**

#### **907-403.01--General.**

**907-403.01.1--Description.** This work will consist of the construction and maintenance of Hot Mix Asphalt (HMA) pavement in conformance with the lines and grades shown on the plans or as designated by the Department.

The Contractor will maintain the finished roadway and ramps for a period of seven years. The 7-year maintenance period will commence on the effective date of the partial maintenance release except for growth and coverage of plant establishment when applicable, or on the effective date of the full maintenance release, as documented in writing by the State Construction Engineer. The Contractor shall have no obligation to monitor or review the finished roadway or ramp at any time during the seven (7)-year maintenance period, as set out herein. The Contractor's only obligation is to perform required remedial work after first having been given notice by the Department of the need for such work. In all other respects, project closeout will proceed in accordance with MDOT Standard Operating Procedures.

Sections 401, 702 and 703 of the Standard Specifications are deleted for this item of work..

The provisions of this Special Provision will apply to all HMA placed on the finished roadway and ramps.

The maintenance work referenced in the special provision does not nor is intended to include routine maintenance work. The referenced maintenance work consists of remedial work deemed to be necessary as a result of evaluation criteria established on the basis of the Distress Identification Manual for Long-Term Pavement Performance (LTPP) Program published by Strategic Highway Research Program (SHRP).

**907-403.01.2--Maintenance.** Beginning on the effective date of the partial maintenance release except for growth and coverage of plant establishment when applicable, or on the effective date of the full maintenance release, as documented in writing by the State Construction Engineer, a single term 7-year maintenance bond will be in effect for the entire period. The bonding



company is required to have an A.M. Best rating of "A-" or better and the Contractor will provide proof of a 7-year bond commitment before execution of the contract.

The 7-year maintenance bond will be \$ 700,000 for the HMA pavement. The bond will insure the proper and prompt completion of required maintenance work following the completion of the pavement, including payments for all labor performed, equipment and materials used in accordance with this specification.

All remedial work will be in accordance with Subsection 907-403.01.5. At the end of the maintenance period, the Contractor will be released from further maintenance work or responsibility, provided all previous maintenance work has been completed.

**907-403.01.3--Documentation.** Prior to the start of construction, the Contractor shall provide the Department with a Project Management Plan which will include but not be limited to: the proposed Job Mix Formula (JMF), the method of developing the JMF, all JMF testing, a list of materials and their test properties, a quality control plan and construction plan that includes lift thickness and lane widths. The job mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The purpose of the Contractor's Project Management Plan is to provide sufficient information to adequately inform the Department of proposed project activities.

Appendix 'A' is provided for the Contractor's information and may be used in developing applicable sections of the Contractor's Project Management Plan.

Within ten (10) working days of receiving the Contractor's Project Management Plan, the Engineer will approve said plan as to meeting the requirements of this specification.

If deemed necessary, the Contractor may submit a revised Project Management Plan.

Prior to final inspection, the Contractor shall provide the Department with copies of records for any quality control testing of mixture properties and roadway density tests conducted during the construction of the project.

**907-403.01.4--Conflict Resolution Team.** The Conflict Resolution team shall consist of two Contractor representatives, two Department (one District & one Central Office) representatives, and a third party representative mutually agreed upon by both the Department and the Contractor. The cost of third party representative will be shared equally between the Department and the Contractor. The team members will be identified in writing prior to the start of paving. The Conflict Resolution Team may perform a distress survey of the pavement as defined by this special provision if necessary and will have the final authority to make decisions if conflict occurs. Prior to conducting such a survey, team members will receive the standard Department training given to pavement distress raters. Decisions rendered by the Conflict Resolution Team will require a simple majority, with a vote of all five members being required.

**907-403.01.5--Remedial Work.** During the maintenance period, the remedial work, if necessary, will be performed at no additional cost to the State and will be based on the results of the

Department's pavement distress survey as referenced in Subsection 907-403.01.5.1. The materials to be used for remedial work will be the joint decision of the Contractor and the Department. Should an impasse develop, the Conflict Resolution Team will render a final decision.

During the maintenance period, the Contractor may, but has no obligation to, monitor the pavement in question using nondestructive procedures. All proposed remedial action(s) will be coordinated with the Department.

Coring, milling or other destructive procedures may not be performed by the Contractor, without prior consent of the Department. The Contractor will not be responsible for damages as a direct result of coring, milling or other destructive procedures conducted by the Department.

**907-403.01.5.1--Pavement Distress Indicators, Thresholds and Remedial Action.** The *Distress Identification Manual for the Long-Term pavement Performance Program* (U.S. Department of Transportation Federal Highway Administration Publication No. FHWA-RD-03-031) will be used as the basis for identifying the type, quantity and severity level for each applicable pavement distress. After each distress has been identified and quantified, MDOT will utilize DEDUCT CURVE VIEWER v2.0 software application to determine the amount of deduct points produced by each quantified pavement distress. Both publication FHWA-RD-03-031 and the DEDUCT CURVE VIEWER v2.0 software application are available for distribution upon request by contacting the Department's Research Division.

MDOT will conduct pavement distress surveys on the mainline and/or ramps by dividing the project into nominal one (1) mile sections. Each section will be divided into ten approximately 500-foot long segments. Two 500-foot segments in each section will be evaluated for pavement distress at the approximate third points of the section.

As a minimum, MDOT will conduct the distress surveys annually. The Contractor will be advised prior to conducting the survey. The results will be made available to the Contractor, District, Central Office (Construction), and FHWA within 30 days. If the Contractor disputes the survey findings, written notification of the dispute will be made to the Department within 15 days from the date the Contractor received the results.

If any of the threshold levels are met or exceeded and the Contractor agrees to the validity of the pavement distress survey, the Contractor will remedy the distress. If the Contractor does not agree with the pavement distress survey results, the Conflict Resolution Team will resolve the dispute within 30 days from the date the Contractor received the results.

Remedial action will be taken in all segments of the project where the threshold is met or exceeded. If areas outside the survey segments are suspected of meeting or exceeding a threshold level, the Department will conduct the distress survey in other randomly located 500-foot sections to see if a threshold level has been met or exceeded. Unless disputed, remedial action will be taken within 45 days of the survey that indicated the threshold is met or exceeded provided that conditions and weather are acceptable as determined by the Department. Remedial action will be applied to the entire segment(s) in which the threshold is met or exceeded unless otherwise noted under remedial action. If anytime during the maintenance period, 30 percent or more of the total project segments

require or have received any remedial action, then the entire project will receive a remedial action as determined by the Contractor and the Department. If an impasse develops, the Conflict Resolution Team will make a final determination.

The Contractor will perform the remedial work. If, in the opinion of the Department, the problem requires immediate attention for the safety of the traveling public, and the Contractor cannot commence the remedial work within eight hours after notification, the Department can have the remedial work performed by other forces and bill the Contractor accordingly. Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the Contractor.

If remedial work or elective/preventive action work performed by the Contractor necessitates a corrective action within the project limits to the pavement or pavement markings, then such corrective action will be the responsibility of the Contractor. The Contractor will also be responsible for any and all damage to any highway feature resulting from such action.

The Contractor will not be held responsible for distresses which are caused by factors beyond the control of the Contractor. Repairs of distresses caused by such factors will be the responsibility of MDOT.

Specific Pavement Distress - The Contractor will be responsible for the following remedial action if the threshold levels for any of the distress types are met or exceeded:

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Alligator Cracking	10.0	Remove and replace distressed layer(s). The removal area shall be equal to 150% (to include the full lane width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	15.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Block Cracking	3.0	Remove and replace distressed layer(s). The removal area shall be equal to 110% (to include the full lane/ramp width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	5.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Reflection Cracking	9.0	Seal cracks according to the current Department SOP.
Edge Cracking	3.0	Remove and replace distressed surface. The removal area shall be equal to 110% of the distressed surface area.
Longitudinal Cracking	4.0	Seal cracks according to the current Department SOP.
	6.0	Remove and replace surface layer full depth in the segment.
Transverse Cracking	3.0	Seal cracks according to the current Department SOP.
	5.0	Remove and replace distressed layer(s) to a depth not to exceed the materials placed on this contract for the segment.

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Potholes	5.0	Remove and replace distressed surface. The removal area shall be equal to 150% of the distressed surface area.
	12.0	Remove and replace surface layer or patch potholes as outlined above and place a 1.25 inch overlay with a 9.5 mm mixture which meets current MDOT specifications for the segment.
Rutting *	5.0	Diamond Grind surface of the segment and fog seal with 0.1 gal/sy of asphalt emulsion diluted 50/50 with water.
	7.0	Remove and replace surface layer for the segment.
Raveling / Segregation	0.2	Remove and replace distressed surface. The removal area shall be equal to 150% (to include the full lane/ramp width) of the distressed surface area.
	0.6	Remove and replace surface layer for the full pavement width and place a 1.25 inch overlay with a 9.5-mm mixture which meets current MDOT specifications for the segment.
Surface Bleeding	0.4	Remove and replace distressed surface mixture full depth for the segment.
Friction Number**	Average Min. 35 No Value Below 25	Remove and replace surface mixture full depth for the segment.

\* The Contractor will be relieved of the responsibility for remedial action if the estimated accumulated ESALs based on a current traffic count are 100% above the projected seventh year accumulated ESALs.

\*\* The friction number of the pavement surface will be measured by MDOT using MDOT SOP RDD-02-01-00-000, "Pavement Friction Testing Procedures". Initially, friction numbers will be measured within 30 to 60 days after the date of final inspection. Re-measurements will be taken 30 to 60 days after the completion of any maintenance work which provides a new surface for any segment.

**907-403.01.6--Elective Preventive Maintenance.** Elective preventative maintenance shall be a Contractor option with the concurrence of the Department.

**907-403.01.7--Traffic Control.** This work shall be in accordance with Section 618 and Section 619 of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction and as follows. During maintenance work operations, all signing and traffic control will be in accordance with the Manual on Uniform Traffic Control and Devices.

**907-403.01.8--Acceptance Procedure for Pavement Smoothness.**

**907-403.01.8.1--General.** 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 the final surface 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 907-403.01.8.2.

The smoothness of the final surface 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. 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 are 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 on the final surface 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 lane except that a second profilogram will be made on the lots that have been surface corrected. Other profilograms may be made only to define the limits that are out of tolerance.

Acceptance will be made on a segment to segment basis for pavement smoothness. 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, 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.

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.

#### **907-403.01.8.2--Computerized Profilograph.**

**907-403.01.8.2.1--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. Scallos 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.

**907-403.01.8.2.2--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.

**907-403.01.8.2.3--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.

**907-403.01.9--Third Party Rights.** The Contractor's duties herein extend for the benefit of the Department, and no other duties, express or implied, are created herein. No third parties shall have the right to bring any claims, causes of actions, suits, demands, civil actions or any proceedings for any breach of any duty arising hereunder unless said third party can demonstrate an express contractual relationship with or through the Contractor (as a Subcontractor of any tier) which entitles it to the benefit of the duties set out herein.

**907-403.02--Blank.**



**907-403.03--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 in lieu of truck scales.

The Contractor shall provide MDOT with a certified copy of the haul tickets as required below. 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 may 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.

**907-403.04--Method of Measurement.** Maintained HMA Pavement will be measured for payment by the ton based on the quantity of mixture placed, completed and accepted. The Contractor shall provide the Department a copy of the haul ticket for each load when delivered to the project site 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.

In addition, the Contractor will present certified records of shipment for the quantities placed under this special provision to the Project Engineer on a monthly basis for payment on the progress estimate. Upon completion of the placement of all HMA, and prior to final payment, the

Contractor will furnish the Project Engineer with a final certification of quantities shipped. The final certification will recapitulate the monthly submittals and show the total of all HMA incorporated into the project.

The Contractor will be paid for the quantity of HMA measured for pavement as shown above or 105% of plan quantity, whichever is less. Plan quantities are estimated based on a HMA weight of 110 pounds per square yard per inch of thickness.

**907-403.05--Basis of Payments.** Maintained Asphalt Pavement, measured as provided above, will be paid for at the contract unit price per ton of mixture, which price will be full compensation for furnishing, preparing, hauling, mixing and placing all materials; for compacting mixtures; maintenance bond, and performing maintenance work; for the Project Management Plan, testing, record keeping and sampling; for traffic control; and all labor, tools, equipment and incidentals necessary to complete the work.

The final surface lift will be tested for smoothness using a profilograph according to the procedures in Subsections 907-403.01.8. The following adjustment schedule lists the price adjustments as a function of the Profile Index for each lot:

Profile Index inches / mile / segment	Adjustment Price percent of modified HMA 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)

\* The modified HMA bid price is defined as eighty-five percent (85%) of the contract bid price for Maintained HMA Pavement.

The final contract price is equal to fifteen percent (15%) of the contract bid price plus the adjusted price determined for the HMA in the above table.

Contract price adjustments for smoothness shall only be applicable to the final surface lift and furthermore to only the lot(s) or portions of the lot(s) that require smoothness to be determined.

Payment will be made under:

907-403-F: Maintained Hot Mix Asphalt

- per ton

## APPENDIX 'A'

### HOT MIX ASPHALT (HMA)

- I. **Description.** This appendix includes general guidelines that are applicable to all types of HMA.

Work consists of constructing one or more lifts of HMA in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans.

A. **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.

II. **Materials.**

A. **Aggregates.**

1. **Coarse Aggregates.** Coarse aggregate, material retained on the No. 8 sieve, should be either crushed stone, slag, or granite; shell; expanded clay; expanded shale; crushed reclaimed concrete pavement; reclaimed asphalt pavement; crushed gravel or combination thereof.

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

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

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

The percentage of loss should not exceed 20 when tested for soundness using magnesium sulfate in accordance with AASHTO Designation: T 104.

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

Mechanically fractured faces by mass of the combined mineral aggregate coarser than the No. 4 sieve:

<u>Mixture</u>	<u>Percent Fractured Faces, minimum</u>
25 mm	70 (one face)
19 mm	80 (one face)
12.5 mm	90 (two face)
9.5 mm	90 (two face)

The maximum percentage by weight of flat and elongated particles, maximum to minimum dimension greater than 5, should not exceed 10% for all mixtures. This should be determined in accordance with ASTM D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

## **2. Fine Aggregates.**

Fine aggregate, material passing the No. 8 sieve, should consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement, reclaimed asphalt pavement, or combination thereof.

Fine aggregate should be free of lumps of clay and friable particles, loam, organic or foreign matter.

Fine aggregate produced by crushing stone, slag or gravel should be manufactured from coarse aggregate as outlined in Section II. A. 1.

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

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

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

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

### 3. **Combined Aggregate Blend.**

	<b><u>Design Range</u></b>			
Mixture:	25 mm	19 mm	12.5 mm	9.5 mm
Nominal Max. Sieve Size:	1 inch	3/4 inch	1/2 inch	3/8 inch
<b><u>Sieve Size</u></b>	<b><u>Percent Passing</u></b>			
1-1/2 inch	100			
1 inch	90-100	100		
3/4 inch	89 max.	90-100	100	
1/2 inch	-	89 max.	90-100	100
3/8 inch	-	-	89 max.	90-100
No. 4	-	-	-	89 max.
No. 8	16-50	18-55	20-60	22-70
No. 200	4.0-9.0	4.0-9.0	4.0-9.0	4.0-9.0

The minus No. 40 fraction of the combined aggregate should be non-plastic when tested according to AASHTO T 90. The clay content for the combined aggregate used in underlying layers should not exceed 1.0 percent and used in top layers should not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO T 88.

- B. Bituminous Materials.** Asphalt cement should be homogeneous, free of water and should not foam when heated to a temperature of 175°C.

The bituminous material used in all types of hot mix asphalt should conform to AASHTO Designation: MP 1, for the performance grade used.

- C. Hydrated Lime.** When used, hydrated lime should meet the requirements of 714.03.2 for lime used in soil stabilization.

**III. Job Mix Formula.** The HMA should consist of a uniform mixture of asphalt, aggregate, and may contain hydrated lime and antistripping agent and/or other materials.

When Superpave design procedures are used, the applicable sections of AASHTO Designation: MP2-99, TP4-99 and PP28-99 should be referenced.

### IV. **Contractor's Quality Management Program.**

- A. General.** The Contractor shall have full responsibility for quality management and maintain a quality control system. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the HMA. Adjustments to plant operation and spreading and compaction procedures should be made immediately when results indicate that they are necessary.
- B. Personnel Requirements.** The Contractor should provide at least one Certified Asphalt Technician-I (CAT-I) full-time during HMA production at each plant site used to furnish material to the project. Sampling should 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 should be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor should 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 should be posted in the contractor's laboratory while the asphaltic paving work is in progress.
- C. Testing Requirements.** As a minimum, the Contractor's quality management program should include the following:
- (1) Bituminous Material. The Contractor should have independent testing performed on the bituminous material.
  - (2) Fractured Face Count. The Contractor should determine fractured face content of aggregates retained on the No. 4 sieve. A fractured face is defined as a mechanically fractured surface having an area not less than the approximate cross-sectional area of the aggregate particle.
  - (3) Mixture Gradation. The Contractor should conduct extraction tests for gradation determination of the mixture.
  - (4) Total Voids and VMA. The Contractor should determine total voids and voids in mineral aggregate (VMA), at  $N_{\text{Design}}$ , from the results of bulk specific gravity tests on laboratory compacted specimens. The compactor shall be set to the required number of revolutions for  $N_{\text{Design}}$ .
  - (5) Asphalt Content. The Contractor should determine the asphalt content.
  - (6) Stripping Tests. The Contractor should conduct a stripping test at the beginning of each job-mix production and thereafter, as deemed necessary.
  - (7) Roadway Density Tests. The Contractor should conduct density tests as necessary to control and maintain compaction.

(8) Quality Control Charts. The Contractor should plot all test data for the following items as a minimum:

- Mixture Gradation (Percent Passing Sieves)
- Asphalt Content, Percent
- Maximum Specific Gravity
- Total Voids @  $N_{\text{Design}}$ , Percent
- VMA @  $N_{\text{Design}}$ , Percent

The Contractor should keep charts up-to-date. The Contractor should note any process changes or adjustments on the Air Voids chart.

**D. Documentation.** The Contractor should document all observations, records of inspection, adjustments to the mixture, and test results. The Contractor should record the results of observations and records of inspection as they occur in a permanent field record. The Contractor should record all process adjustments and job mix formula (JMF) changes on the air void charts.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

**DATE:** 03/30/2007

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

Before Subsection 907-403-05.2 on page 1, add the following:

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

**907-403.03.5.5--Preliminary Leveling.** All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.



## 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. 907-618-4**

**CODE: (SP)**

**DATE: 12/12/2006**

**SUBJECT: Placement of Temporary Traffic Stripe**

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-618.03.3--Safe Movement of Traffic.** Delete subparagraphs (2) and (3) of Subsection 618.03.3 on pages 415 & 416, and substitute the following:

- (2) Temporary edge lines on projects requiring shoulders constructed of granular material may be delayed for a period not to exceed three (3) days.

Temporary edge lines placed on the final pavement course of projects requiring paved shoulders with surface treatment may be placed on the adjacent shoulder in as near the permanent location as possible until the surface treatment is placed. When the edge lines are obliterated by the placement of the surface treatment, the edge lines shall be placed in the permanent stripe location. The replacement of edge lines may be delayed for a period not to exceed three (3) days for a two or three-lane roads.

## 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	<a href="#">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</a>
Severe	0.20 - 2.00	1500 - 10,000	<a href="#">Type II<sup>*</sup> cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin</a>

\* 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. 907-703-4**

**CODE: (SP)**

**DATE: 06/28/2007**

**SUBJECT: Aggregate For Crushed Courses**

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-703.03.2.4--Gradation.** Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

**907-703.04--Aggregate for Crushed Stone Courses.**

**907-703.04.1 Course Aggregate.** Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed stone, slag, granite, shell; gravel, crushed concrete, or combination thereof.

**907-703.04.3--Gradation.** Add the following to the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613.

Sieve Size	Percent Passing By Weight	
	Size No. 825	Crushed Stone
2 inch	100	
1 1/2 inch	90 - 100	100
1 inch	75 - 98	90 - 100
3/4 inch		
1/2 inch	60 - 85	62 - 90
3/8 inch		
No. 4	40 - 65	30 - 65
No. 8	28 - 54	
No. 10		15 - 40
No. 16	19 - 42	
No. 40		
No. 50	9 - 27	
No. 200	4 - 18	3 - 16

After the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613, add the following:

**907-703.04.4--Crushed Concrete.** Crushed reclaimed concrete shall also be allowed as a crushed aggregate course provided it meets the requirements of Subsection 703.04 and the following:

<b>Size No. 825</b>	
Sieve Size	Percent Passing By Weight
2 inch	
1 1/2 inch	100
1 inch	90 - 100
3/4 inch	
1/2 inch	60 - 85
3/8 inch	
No. 4	40 - 65
No. 8	28 - 54
No. 10	
No. 16	19 - 42
No. 40	
No. 50	9 - 27
No. 200	2 - 18

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SPECIAL PROVISION NO. 907-708-4**

**CODE: (IS)**

| **DATE: 08/10/2007**

**SUBJECT: Non-Metal Drainage Structures**

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-708.02.1.2--Fly Ash.** In the first sentence of Subsection 708.02.1.2 on page 639, change “20 percent” to “25 %”.

**907-708.02.3.2--Marking.** Delete the second sentence of Subsection 708.02.3.2 on page 640, and substitute the following:

Machine made pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

| **907-708.18--Sewer Pipe Used for Underdrains.**

**907-708.18.1--General.** After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

**907-708.22.2--Exceptions to AASHTO.** Delete the sixth paragraph of Subsection 708.22.2 on page 647.

## 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:

<b><u>Property</u></b>	<b><u>Results</u></b>
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. 907-715-2**

**CODE: (IS)**

**DATE: 05/02/2007**

**SUBJECT: Roadside Development Materials**

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-715.02.2.1.1--Screening Requirements.** Delete the first sentence of Subsection 715.02.2.1.1 on page 704 and substitute the following.

Grade “A” liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 60 sieve.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

**907-715.02.2.1.2--Calcium Carbonate Equivalent.** Grade “A” liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

**907-715.02.2.1.3--Neutralizing Values.** Grade “A” liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

$$\text{ENV} = \text{Fineness Value} \times \text{Assay}(\%)$$

Where: Fineness Value =  $((\% \text{ Passing \#10} - \% \text{ Passing \#60}) \times \frac{1}{2}) + \% \text{ Passing \#60}$ , expressed as a whole number

$$\text{Assay} = \% \text{ calcium carbonate equivalent}$$

### **907-715.03--Seed.**

**907-715.03.2--Germination and Purity Requirements.** Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
<b>GRASSES</b>			
Rye Grass	Annual	80	98

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-2

**DATE:** 12/14/2006

**SUBJECT:** Maturity Meters

After the last paragraph of Subsection 907-804.02.10 on page 1, add the following:

**907-804.03.15--Removal of Falsework, Forms, and Housing.** After the third paragraph of Subsection 804.03.15 on page 871, add the following:

In lieu of using concrete strength cylinders or minimum curing time to determine when falsework, forms, and housing can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 1. Falsework, forms, and housing may be removed when maturity meter readings indicate that the required concrete strength (Column B) is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T 325 and ASTM C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**Table 1**

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd <sup>3</sup>	2
	> 30 to 60 yd <sup>3</sup>	3
	> 60 to 90 yd <sup>3</sup>	4
	> 90 yd <sup>3</sup>	5
Footings, Columns & Caps	0 - 13 yd <sup>3</sup>	2
	> 13 yd <sup>3</sup>	3
Pavement, Pavement Overlays	1200 yd <sup>2</sup>	2
Pavement Repairs	Per repair or 900 yd <sup>2</sup> Whichever is smaller	2

**907-804.03.16.1--Cold Weather Concreting.** After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the placement, protection and curing of concrete in cold weather as described in the second and third paragraphs of Subsection 804.03.16.1, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 1 of Subsection 907-804.03.15. An approved insulating blanketing material shall be used

to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength (Column B, Subsection 804.03.15) is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T 325 and ASTM C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**907-804.03.22.6--Handling, Storage, and Installation.** After the fourth paragraph of Subsection 804.03.22.6 on page 895, add the following:

When using maturity meters, concrete piling shall not be shipped to the job site until maturity calculations and/or concrete strength/maturity graphs indicate that piling from a casting bed meets the required design strength. A thermocouple or maturity meter probe shall be inserted into the last concrete placed on the piling casting bed. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T 325 and ASTM C 1074 specifications. Technicians using the Maturity Meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

# 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. 906-6**

### **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**

This voluntary 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 take part in the program and follow uniform procedures in training and in tracking trainee's progress.

##### **FUNDING**

MDOT will establish an annual OJT Fund from 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.

##### **DISBURSEMENT OF FUNDS**

MDOT will pay \$3.00 per hour toward the trainee's salary for each hour of training performed by each trainee in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Requests for payment will be submitted to the Office of Civil Rights for approval.

Contractors must provide a signed invoice providing the following information to be reimbursed.

- Contractor's Name
- Mailing Address
- Trainee Name
- Social Security Number



- Race
- Sex
- Project Number
- Job Classification
- Total Number of Hours Completed

### **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 On-the-Job Trainee Schedule Form. The notification must include the following information:
- Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Number of Training Hours Required
- B. If a contractor chooses to use a training program different from those listed in the OJT Program Manual, 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. No less than minimum wage.
  4. Trainee certification of completion.
  5. Records and reports submitted to the Office of Civil Rights on a monthly 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.

## **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 OJT Termination 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 skill verification card and certificate of training 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 Monthly Trainee 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.

## **WAGE RATE**

The wage rate for all trainees is [the current Minimum Federal Wage Rate](#), 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.

## **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.

## S E C T I O N   9 0 5   -   P R O P O S A L

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.

Construction necessary to build a Frontage Road for the Toyota Plant from County Road 203 to SR 9, known as State Project No. SP-0006-01(086) / 104969302 & 303, in the Counties of Union and Pontotoc, 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 CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

**\*\*\*BID SCHEDULE\*\*\***

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
Roadway Items									
0010	201-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXXX	XXX		
0020	201-B001		13	Acre	Clearing and Grubbing				
0030	202-B005		9,616	Square Yard	Removal of Asphalt Pavement, All Depths				
0040	202-B009		1	Each	Removal of Bridge				
0050	202-B018		120	Square Yard	Removal of Concrete Driveways, All Depths				
0060	202-B019		26	Each	Removal of Concrete Headwall				
0070	202-B024		4,805	Square Yard	Removal of Concrete Median & Island Pavement, All Depths				
0080	202-B025		2,370	Square Yard	Removal of Concrete Paved Ditch				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	202-B041		25,926	Linear Feet	Removal of Fence, All Types				
0100	202-B057		1	Each	Removal of Inlets, All Sizes				
0110	202-B064		1,173	Linear Feet	Removal of Pipe, 8" And Above				
0120	202-B070		17	Each	Removal of Sign Including Post & Footing				
0130	202-B075		1	Each	Removal of Timber Bridge				
0140	202-B093		2,752	Linear Feet	Removal of Curb & Gutter, All Types				
0150	202-B097		2,877	Square Yard	Removal of Concrete Overlaid w/ Asphalt Pavement, All Depths				
0160	202-B102		1,200	Linear Feet	Removal of Guard Rail				
0170	202-B107		12	Each	Removal of Sign, Ground Mounted with Posts				
0180	202-B140		3	Each	Removal of Box Bridge Headwall				
0190	202-B149		3	Mile	Removal of Traffic Stripe				
0200	202-B155		1	Each	Removal of Box Culvert Wings and Headwall, All Sizes				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	203-A003	(E )	1,284,481	Cubic Yard	Unclassified Excavation, FM, AH				
0220	203-EX017	(E )	645,347	Cubic Yard	Borrow Excavation, AH, FME, Class B9				
0230	203-F001	(E )	41,222	Cubic Yard	Channel Excavation, FM				
0240	203-G003	(E )	22,929	Cubic Yard	Excess Excavation, FM, AH				
0250	206-A001	(S )	14,124	Cubic Yard	Structure Excavation				
0260	206-B001	(E )	265	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM				
0270	209-A004		49,750	Square Yard	Geotextile Stabilization, Type V, Non-Woven				
0280	211-B001	(E )	94,157	Cubic Yard	Topsoil for Slope Treatment, Contractor Furnished				
0290	212-A001		824,865	Square Yard	Light Ground Preparation				
0300	212-B001		1,649,728	Square Yard	Standard Ground Preparation				
0310	213-B001		213	Ton	Combination Fertilizer, 13-13-13				
0320	213-C001		170	Ton	Superphosphate				



Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0330	214-A001		8,521	Pounds	Seeding, Bahiagrass				
0340	214-A002		6,817	Pounds	Seeding, Bermudagrass				
0350	214-A003		8,521	Pounds	Seeding, Tall Fescue				
0360	214-A004		3,408	Pounds	Seeding, Crimson Clover				
0370	214-A005		4,261	Pounds	Seeding, Sericea Lespedeza				
0380	214-A014		3,408	Pounds	Seeding, Browntop Millet				
0390	214-A015		15,340	Pounds	Seeding, Oats				
0400	214-A017		4,261	Pounds	Seeding, Rye Grass				
0410	215-A001		852	Ton	Vegetative Materials for Mulch				
0420	216-A001		8,606	Square Yard	Solid Sodding				
0430	217-A001		4,805	Square Yard	Ditch Liner				
0440	219-A001		166	Thousand Gallon	Watering	20.	00	3,320.	00

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0450	220-A001		171	Acre	Insect Pest Control	30.	00	5,130.	00
0460	221-A001	(S )	1,652	Cubic Yard	Portland Cement Concrete Paved Ditch				
0470	223-A001		2	Acre	Mowing	40.	00	80.	00
0480	224-A001		7,198	Square Yard	Soil Reinforcing Mat				
0490	234-A001		20,242	Linear Feet	Temporary Silt Fence				
0500	235-A001		1,992	Bale	Temporary Erosion Checks				
0510	236-A004		26	Each	Silt Basin, Type D				
0520	239-A001		620	Linear Feet	Temporary Slope Drains				
0530	304-A013	(GY )	1,090	Cubic Yard	Granular Material, LVM, Class 3, Group C				
0540	304-C013	(GY )	18,736	Cubic Yard	Granular Material, AEA, Class 3, Group C				
0550	304-C043	(GY )	42,447	Cubic Yard	Granular Material, AEA, Class 9, Group C				
0560	406-A001		5,463	Square Yard	Cold Milling of Bituminous Pavement, All Depths				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0570	408-A003	(A3 )	17,449	Gallon	Asphalt for Prime Coat, Cut-Back MC-70 or Emulsified EA-1				
0580	601-A003	(S )	1,785	Cubic Yard	Class "B" Structural Concrete				
0590	601-B001	(S )	281	Cubic Yard	Class "B" Structural Concrete, Minor Structures				
0600	602-A001	(S )	621,537	Pounds	Reinforcing Steel				
0610	603-A003	(S )	600	Linear Feet	42" Steel Pipe, Wall Thickness 0.500"				
0620	603-A030	(S )	600	Linear Feet	30" Steel Pipe, Wall Thickness 0.375"				
0630	603-A031	(S )	600	Linear Feet	36" Steel Pipe, Wall Thickness 0.375"				
0640	603-ALT001	(S )	1,324	Linear Feet	18" Type A Alternate Pipe				
0650	603-ALT005	(S )	208	Linear Feet	24" Type A Alternate Pipe				
0660	603-ALT009	(S )	92	Linear Feet	30" Type A Alternate Pipe				
0670	603-CA002	(S )	2,356	Linear Feet	18" Reinforced Concrete Pipe, Class III				
0680	603-CA003	(S )	3,428	Linear Feet	24" Reinforced Concrete Pipe, Class III				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0690	603-CA004	(S )	424	Linear Feet	30" Reinforced Concrete Pipe, Class III				
0700	603-CA005	(S )	356	Linear Feet	36" Reinforced Concrete Pipe, Class III				
0710	603-CA006	(S )	272	Linear Feet	42" Reinforced Concrete Pipe, Class III				
0720	603-CA007	(S )	200	Linear Feet	48" Reinforced Concrete Pipe, Class III				
0730	603-CA041	(S )	212	Linear Feet	36" Reinforced Concrete Pipe, Class IV, Class B Bedding				
0740	603-CA042	(S )	152	Linear Feet	42" Reinforced Concrete Pipe, Class IV, Class B Bedding				
0750	603-CA066	(S )	292	Linear Feet	42" Reinforced Concrete Pipe, Class IV, Class B Bedding, Imperfect Trench				
0760	603-CA067	(S )	456	Linear Feet	48" Reinforced Concrete Pipe, Class IV, Class B Bedding, Imperfect Trench				
0770	603-CA122	(S )	92	Linear Feet	42" Reinforced Concrete Pipe, Class V, Jacked or Bored				
0780	603-CA127	(S )	404	Linear Feet	24" Reinforced Concrete Pipe, Class IV, Class C Bedding, Imperfect Trench				
0790	603-CB001	(S )	6	Each	18" Reinforced Concrete End Section				
0800	603-CB002	(S )	8	Each	24" Reinforced Concrete End Section				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0810	603-CB003	(S )	7	Each	30" Reinforced Concrete End Section				
0820	603-CB004	(S )	5	Each	36" Reinforced Concrete End Section				
0830	603-CB005	(S )	6	Each	42" Reinforced Concrete End Section				
0840	603-CB006	(S )	4	Each	48" Reinforced Concrete End Section				
0850	603-CE001	(S )	36	Linear Feet	22" x 13" Concrete Arch Pipe, Class A III				
0860	603-CE002	(S )	2,036	Linear Feet	29" x 18" Concrete Arch Pipe, Class A III				
0870	603-CE006	(S )	156	Linear Feet	58" x 36" Concrete Arch Pipe, Class A III				
0880	603-CE007	(S )	120	Linear Feet	65" x 40" Concrete Arch Pipe, Class A III				
0890	603-CE008	(S )	384	Linear Feet	73" x 45" Concrete Arch Pipe, Class A III				
0900	603-CF002	(S )	6	Each	29" x 18" Concrete Arch Pipe End Section				
0910	603-CF006	(S )	2	Each	58" x 36" Concrete Arch Pipe End Section				
0920	603-CF007	(S )	2	Each	65" x 40" Concrete Arch Pipe End Section				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0930	603-CF008	(S )	6	Each	73" x 45" Concrete Arch Pipe End Section				
0940	603-PA008	(S )	36	Linear Feet	8' x 6' Precast Concrete Box Culvert				
0950	603-PB008	(S )	2	Each	8' x 6' Precast Concrete Box Culvert End Section				
0960	603-SB006	(S )	1	Each	42" Branch Connections, Stub into Box Culvert				
0970	603-SB055	(S )	2	Each	30" Branch Connections, Stub into Box Bridge				
0980	604-A001		7,696	Pounds	Castings				
0990	604-B001		3,950	Pounds	Gratings				
1000	605-AA004	(S )	2,126	Square Yard	Geotextile for Subsurface Drainage, Type V				
1010	605-O003	(S )	2,800	Linear Feet	6" Perforated Sewer Pipe for Underdrains, SDR 23.5				
1020	605-P003	(S )	400	Linear Feet	6" Non-perforated Sewer Pipe for Underdrains, SDR 23.5				
1030	605-W001	(GY )	180	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM				
1040	605-W002	(GY )	196	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1050	606-B001		300	Linear Feet	Guard Rail, Class A, Type 1				
1060	606-D012		4	Each	Guard Rail, Bridge End Section, Type I				
1070	606-E002		4	Each	Guard Rail, Terminal End Section, Flared				
1080	609-D002	(S )	3,120	Linear Feet	Combination Concrete Curb and Gutter Type 2				
1090	609-D004	(S )	12,664	Linear Feet	Combination Concrete Curb and Gutter Type 3A Modified				
1100	614-A002	(S )	717	Square Yard	Concrete Driveway, Without Reinforcement, 6-inch Thickness				
1110	616-A001	(S )	2,829	Square Yard	Concrete Median and/or Island Pavement, 4-inch				
1120	616-A003	(S )	169	Square Yard	Concrete Median and/or Island Pavement, 10-inch				
1130	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
1140	619-A1001		18,992	Linear Feet	Temporary Traffic Stripe, Continuous White				
1150	619-A2001		21,033	Linear Feet	Temporary Traffic Stripe, Continuous Yellow				
1160	619-A5002		8,019	Linear Feet	Temporary Traffic Stripe, Detail, Paint				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1170	619-A6001		810	Linear Feet	Temporary Traffic Stripe, Legend				
1180	619-C7001		34	Each	Two-Way Yellow Reflective High Performance Raised Marker				
1190	619-D1001		748	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet				
1200	619-D2001		1,771	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More				
1210	619-F1001		2,820	Linear Feet	Concrete Median Barrier, Precast				
1220	619-F2001		1,260	Linear Feet	Remove and Reset Concrete Median Barrier, Precast				
1230	619-G4001		270	Linear Feet	Barricades, Type III, Single Faced				
1240	619-G4004		40	Linear Feet	Barricades, Type III, Single Faced, Permanent, Red/White				
1250	619-G4005		154	Linear Feet	Barricades, Type III, Double Faced				
1260	619-G5001		146	Each	Free Standing Plastic Drums				
1270	619-G7001		4	Each	Warning Lights, Type "B"				
1280	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		



Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1290	621-A001		1	Each	Field Laboratory				
1300	625-A001		2,666	Linear Feet	Traffic Stripe, Skip White				
1310	625-C001		2,774	Linear Feet	Traffic Stripe, Continuous White				
1320	625-D001		4,135	Linear Feet	Traffic Stripe, Continuous Yellow				
1330	625-E001		11,760	Linear Feet	Detail Traffic Stripe				
1340	625-F001		774	Square Feet	Legend				
1350	625-F002		256	Linear Feet	Legend				
1360	626-A001		45,914	Linear Feet	6" Thermoplastic Traffic Stripe, Skip White				
1370	626-B001		3,241	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous White				
1380	626-C001		62,245	Linear Feet	6" Thermoplastic Edge Stripe, Continuous White				
1390	626-D001		39,210	Linear Feet	6" Thermoplastic Traffic Stripe, Skip Yellow				
1400	626-E001		59,410	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1410	626-G001		15,432	Linear Feet	Thermoplastic Detail Stripe, White				
1420	626-G002		26,000	Linear Feet	Thermoplastic Detail Stripe, Yellow				
1430	626-H001		5,152	Square Feet	Thermoplastic Legend, White				
1440	626-H002		2,140	Linear Feet	Thermoplastic Legend, White				
1450	627-K001		1,618	Each	Red-Clear Reflective High Performance Raised Markers				
1460	627-L001		4,438	Each	Two-Way Yellow Reflective High Performance Raised Markers				
1470	628-J002		860	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous White				
1480	628-M002		860	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				
1490	630-A001		383	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness				
1500	630-A002		625	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness				
1510	630-B001		1,894	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted				
1520	630-B002		394	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1530	630-C001		112	Linear Feet	Steel U-Section Posts, 2.0 lb/ft				
1540	630-C003		1,295	Linear Feet	Steel U-Section Posts, 3.0 lb/ft				
1550	630-D002		143	Linear Feet	Structural Steel Beams, S4 x 7.7				
1560	630-D003		400	Linear Feet	Structural Steel Beams, W6 x 9				
1570	630-D009		144	Linear Feet	Structural Steel Beams, W10 x 26				
1580	630-D010		198	Linear Feet	Structural Steel Beams, W12 x 26				
1590	630-E001		558	Pounds	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles				
1600	630-E003		698	Pounds	Structural Steel Angles & Bars, 4" x 4" x 5/16" Angles				
1610	630-E004		812	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar				
1620	630-F001		20	Each	Delineators, Guard Rail, White				
1630	630-F006		37	Each	Delineators, Post Mounted, Single White				
1640	630-F007		5	Each	Delineators, Post Mounted, Single Yellow				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1650	630-F008		52	Each	Delineators, Post Mounted, Double White				
1660	630-F009		16	Each	Delineators, Post Mounted, Double Yellow				
1670	630-G002		4	Each	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted				
1680	630-K001		164	Linear Feet	Welded & Seamless Steel Pipe Posts, 3"				
1690	630-K002		190	Linear Feet	Welded & Seamless Steel Pipe Posts, 3 1/2"				
1700	630-K003		235	Linear Feet	Welded & Seamless Steel Pipe Posts, 4"				
1710	631-A001		566	Cubic Yard	Flowable Fill				
1720	635-A001		152	Linear Feet	Vehicle Loop Assemblies				
1730	636-A001		1,252	Linear Feet	Shielded Cable, AWG #18, 4 Conductor				
1740	639-A012		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 30' Arm				
1750	639-A013		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 40' Arm				
1760	639-A096		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1770	640-A016		4	Each	Traffic Signal Heads, Type 1 LED				
1780	640-A019		2	Each	Traffic Signal Heads, Type 5 LED				
1790	640-A022		1	Each	Traffic Signal Heads, Type 7 LED				
1800	642-A008		1	Each	Solid State Traffic Actuated Controllers, Type 8A				
1810	647-A001		4	Each	Pullbox, Type 1				
1820	647-A005		4	Each	Pullbox, Type 2				
1830	666-B016		621	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor				
1840	666-B022		165	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 2 Conductor				
1850	668-A016		887	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 1"				
1860	668-A018		190	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"				
1870	668-B025		118	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"				
1880	699-A001		1	Lump Sum	Roadway Construction Stakes	XXXXXXXX	XXX		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1890	815-A004	(S )	29,300	Square Yard	Loose Riprap, Size 300				
1900	815-E001	(S )	40,717	Square Yard	Geotextile under Riprap				
1910	815-F001	(S )	490	Cubic Yard	Sediment Control Stone				
1920	907-213-A001		1,023	Ton	Agricultural Limestone				
1930	907-234-D001		66	Each	Inlet Siltation Guard				
1940	907-234-E001		66	Each	Reset Inlet Siltation Guard				
1950	907-304-F003	(GT )	21,995	Ton	3/4" and Down Crushed Stone Base				
1960	907-304-H002	(GY )	2,500	Cubic Yard	3/4" and Down Crushed Stone Base, LVM				
1970	907-307-C003	(M )	205,411	Square Yard	6" Soil-Lime-Water Mixing, Class C				
1980	907-307-D001		2,773	Ton	Lime				
1990	907-403-A006	(BA1 )	7,083	Ton	Hot Mix Asphalt, MT, 12.5-mm mixture				
2000	907-403-A007	(BA1 )	10,810	Ton	Hot Mix Asphalt, MT, 19-mm mixture				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
2010	907-403-A010	(BA1 )	3,368	Ton	Hot Mix Asphalt, MT, 9.5-mm mixture				
2020	907-403-F001	(BA1 )	83,107	Ton	Maintained Hot Mix Asphalt				
2030	907-617-A001		92	Each	Right-of-Way Marker				
2040	907-619-E3001		4	Each	Changeable Message Sign				
2050	907-630-I001		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed	XXXXXXXXX	XXX		
2060	907-630-I002		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed	XXXXXXXXX	XXX		
2070	907-630-O003		77	Each	Remove and Reset Sign, All Sizes				
2080	907-649-A001		2	Each	Video Detection System, 1 Sensor				
2090	907-804-B001	(S )	1,505	Cubic Yard	Box Bridge Concrete, Class B				
<b>ALTERNATE GROUP AA NUMBER 1</b>									
2100	907-308-A001		3,044	Ton	Portland Cement				
2110	907-308-B001	(M )	196,799	Square Yard	Soil-Cement-Water Mixing, Optional Mixers, Base				
<b>ALTERNATE GROUP AA NUMBER 2</b>									

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
2120	907-311-A003	(M )	196,799	Square Yard	Processing Lime and Fly Ash Treated Course, 6" Thick				
2130	907-311-B001		1,661	Ton	Lime				
2140	907-311-C002		6,642	Ton	Fly Ash, Class C or F				



\*\*\* BID CERTIFICATION \*\*\*

TOTAL BID.....\$\_\_\_\_\_

\*\*\* DBE/WBE SECTION \*\*\*

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

- 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): \_\_\_\_\_

\*\*\* 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

\_\_\_\_\_  
BIDDER'S COMPANY

\_\_\_\_\_  
BIDDER'S FEDERAL TAX ID NUMBER

**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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON, MISSISSIPPI

**CERTIFICATE**

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE MUST BE EXECUTED**

# 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. **SP-0006-01(086) / 104969302 & 303** \_\_\_\_\_,

in **Union & Pontotoc** 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature

(11/23/92S)

# 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. **SP-0006-01(086) / 104969302 & 303** \_\_\_\_\_,

in **Union & Pontotoc** 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature

(11/23/92S)

**S E C T I O N    9 0 2**

CONTRACT FOR SP-0006-01(086) / 104969302 & 303

LOCATED IN THE COUNTY(IES) OF Union & Pontotoc

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: SP-0006-01(086) / 104969302 & 303

LOCATED IN THE COUNTY(IES) OF: Union & Pontotoc

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
	Address _____ _____ _____
Title _____ (Contractor's Seal)	_____ Local Mississippi Representative
	_____ (Signature) Local Mississippi Representative
	Address _____ _____ _____ (Surety Seal)

**MAINTENANCE BOND**  
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

MAINTENANCE BOND FOR: \_\_\_\_\_

LOCATED IN THE COUNTY OF: \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_.

The condition of the above referenced obligation is that the Principal or Contractor will maintain the pavement on the finished roadway for a period of seven (7) years, commencing on the date of the final inspection as documented in writing by the State Construction Engineer. The Principal is required to maintain the travel lanes placed on the project against defects in materials or workmanship as governed by the Special Provisions of the contract; and such maintenance is to be in accordance with the Special Provisions of the contract (which is made a part of this bond) for maintained asphalt pavement. If the Principal satisfactorily fulfills the above condition, then this obligation shall be null and void; otherwise such obligation is to remain in full force and effect.

It is agreed that no modifications, omissions, additions in or to the terms of the contract or in or to the plans or specifications shall affect the obligations of the Surety on its bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said maintenance, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the Mississippi Department of Transportation all loss which it may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In the event suit is brought upon this bond by the Mississippi Department of Transportation or the Mississippi Transportation Commission and judgment is recovered, the Surety shall pay all costs incurred by the Mississippi Department of Transportation in such suit, including reasonable attorney's fee to be fixed by the court.

Witness our signatures and seals this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Contractor) 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: **SP-0006-01(086) / 104969302 & 303**

County: **Union & Pontotoc**

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:** SP-0006-01(086) / 104969302 & 303

**COUNTIES:** Union & Pontotoc

**LOCATION:** Construction necessary to build a Frontage Road for the Toyota Plant from  
County Road 203 to SR 9.

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