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SM No. CMP2000000361

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF (EXEMPT)

11

Construction necessary to place pavement markings on various routes in District 2, known as State Project No. MP-2000-00(036) / 303344301, in the Counties of Calhoun, Lafayette and Montgomery, in the State of Mississippi.

Project Completion: June 13, 2008

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

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)

 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 905PROPOSAL has been completed.
 Second sheet of SECTION 905PROPOSAL 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, <u>signed</u> , 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 905PROPOSAL has been signed.
 Combination Bid Proposal of SECTION 905PROPOSAL 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 <u>signed</u> .
 Subcontract Certificate, when included in contract, has been completed and <u>signed</u> .
 The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
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. <u>DO NOT</u> 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.

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907-105-3: Cooperation By Contractors

907-107-1: Liability Insurance, W/Supplement

907-107-6: Legal Relations & Responsibility to Public, W/Supplement

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907-108-15: Cesstion of Contract Time
907-109-3: Partial Payment, W/Supplement
907-626-6: 40-mil Thermoplastic Markings
906-3: MDOT On-the-Job Training Program

906-6: MDOT On-the-Job Training Program - Alternate Program

SECTION 905 - PROPOSAL,

PROPOSAL SHEET NOS. 2-1 THRU 2-3,

COMBINATION BID PROPOSAL,

STATE BOARD OF CONTRACTORS REQUIREMENTS,

NON-COLLUSION CERTIFICATE,

SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,

PROGRESS SCHEDULE,

HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

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

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, January 22, 2008; 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, January 22, 2008, and shortly thereafter publicly opened for:

Construction necessary to place pavement markings on various routes in District 2, known as State Project No. MP-2000-00(036) / 303344301, in the Counties of Calhoun, Lafayette and Montgomery, in the 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.

The 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.

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

(SPWOP)

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1

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.

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 12

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 7th Street, SW Washington, DC 20590 (202) 366-2212

or

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

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.

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 883

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.

SECTION 904 – NOTICE TO BIDDERS NO. 1339

CODE: (SP)

DATE: 02/16/2007

SUBJECT: Standard Drawings

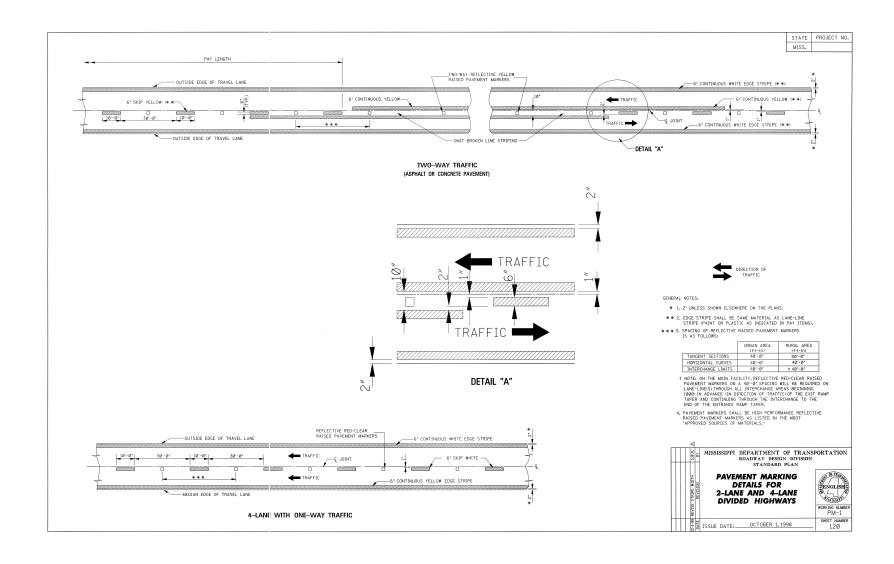
Standard Drawings attached hereto shall govern appropriate items of required work.

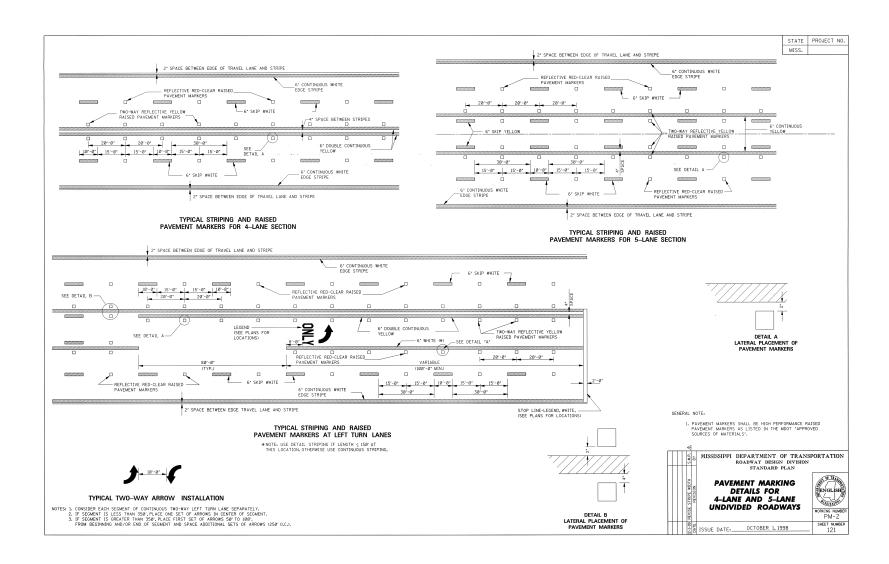
Larger copies of Standard Drawings may be purchased from:

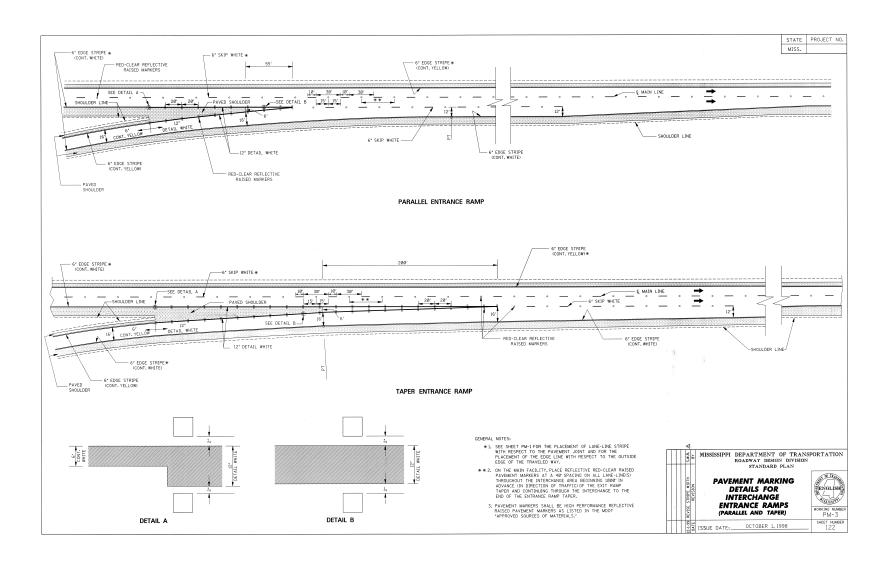
MDOT Plans Print Shop MDOT Administration Building 401 North West Street, Room 1100 P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

or FAX: (601) 359-7461

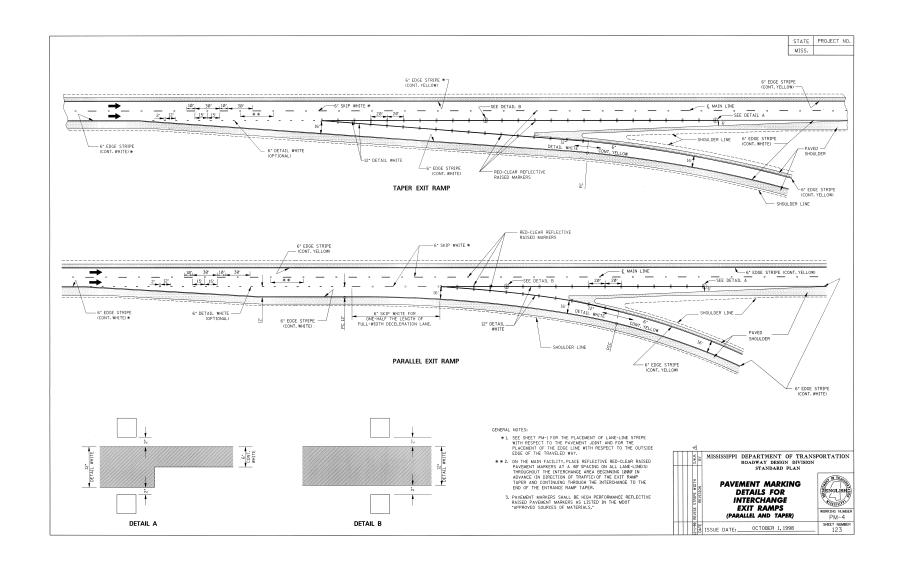
or e-mail: plans@mdot.state.ms.us

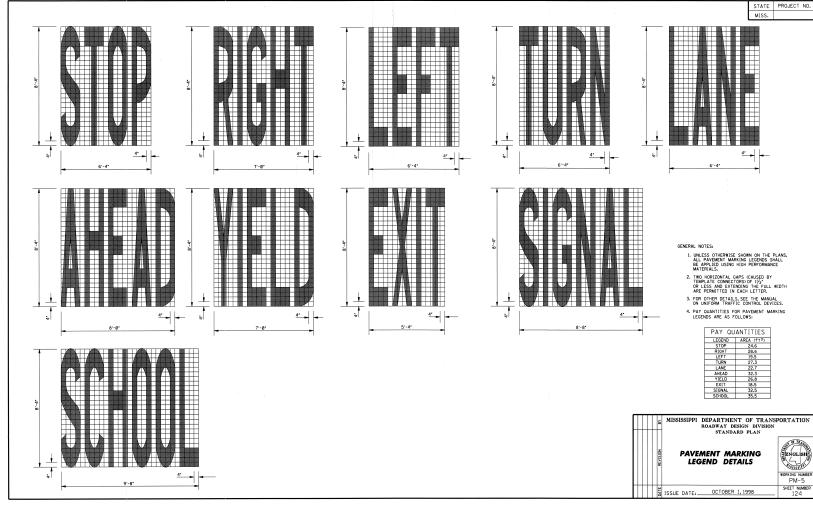




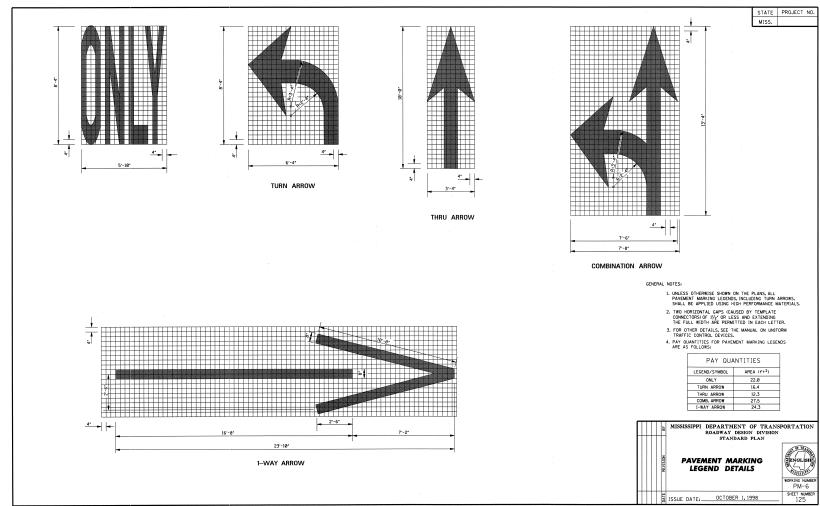


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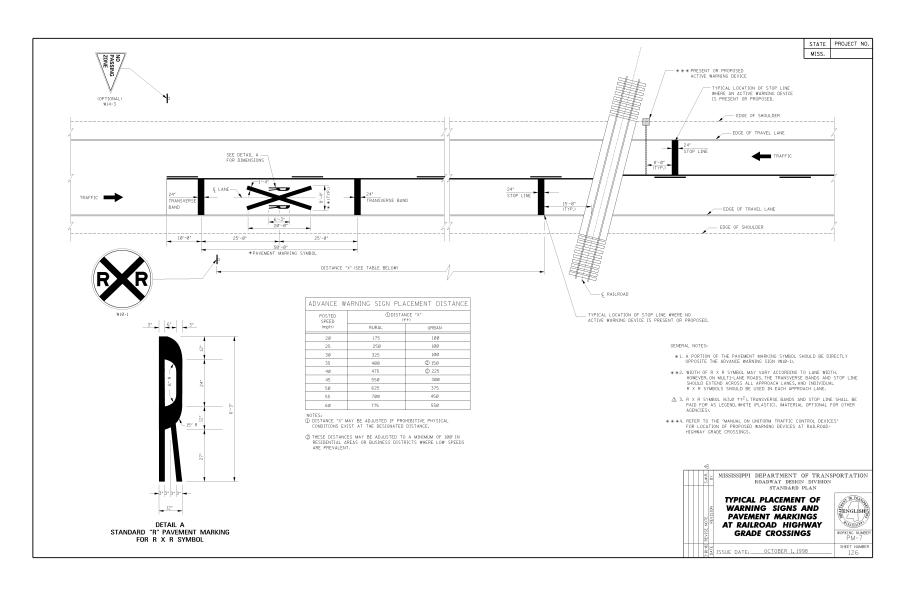


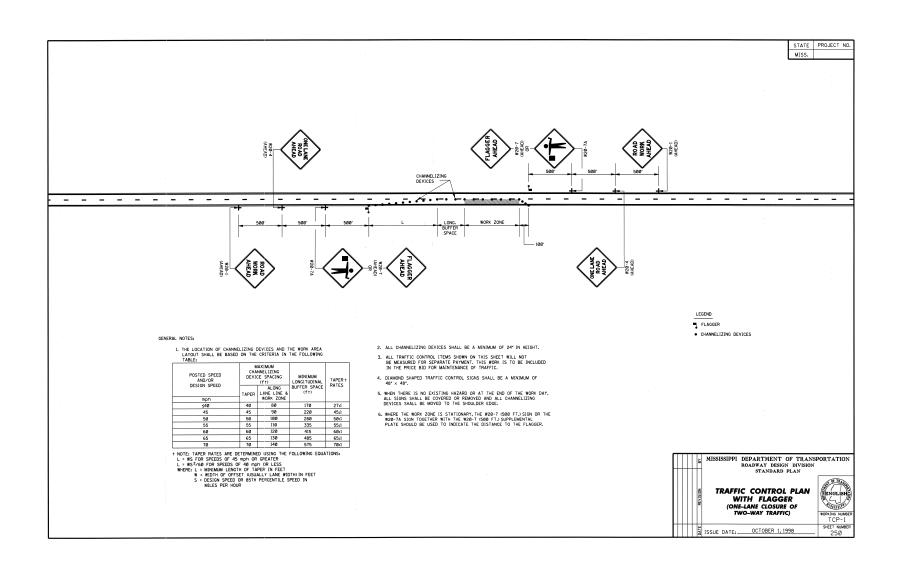


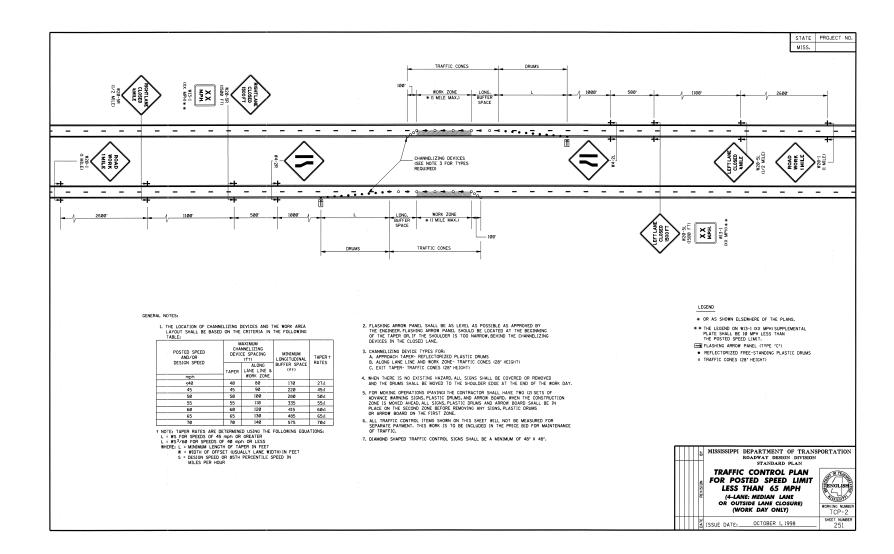
Notice to Bidders No. 1339 - Cont'd.

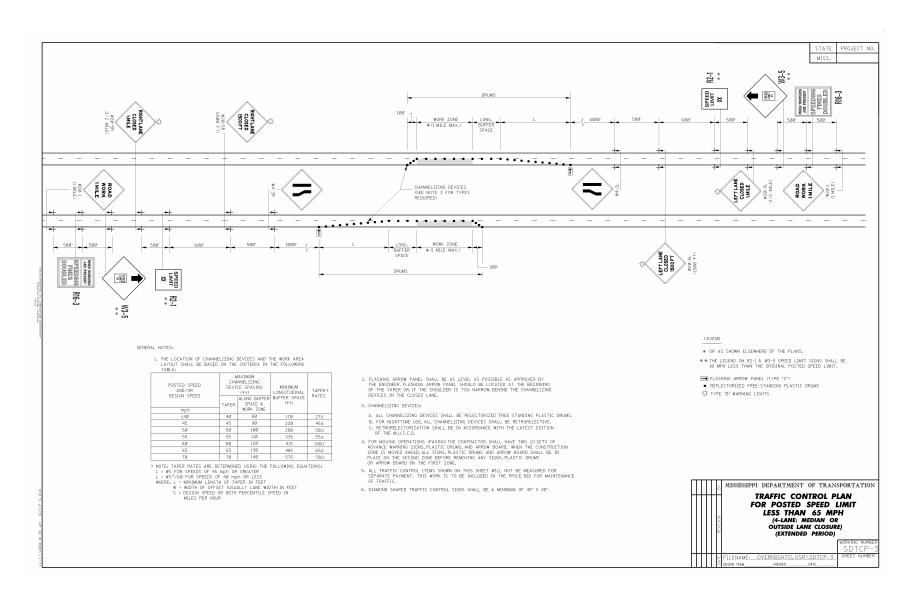


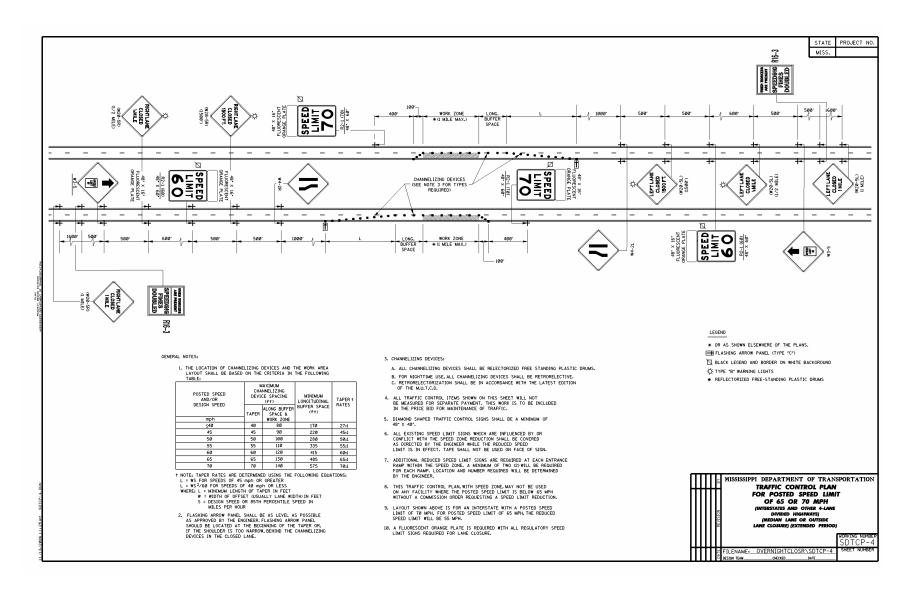
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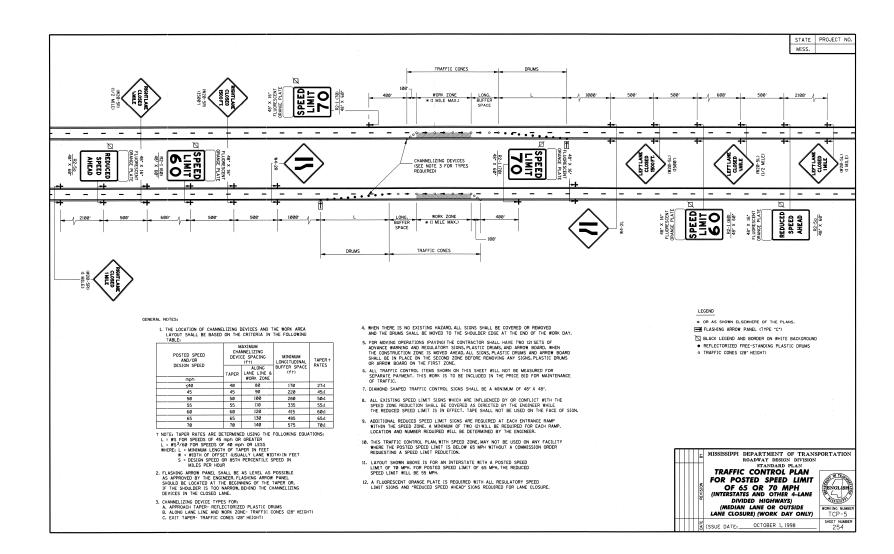






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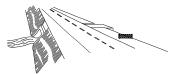












STATE PROJECT NO MISS.

STANDARD BARRICADES

- A TYPE I BARRICADE CONSISTS OF ONE (I) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT 'A' FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR UBBAN STREETS AND ARTERIALS.
- A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT 'A' FRAME, TYPE II BARRICADES
 ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SALL AS, FOR EXAMPLE ON CITY STREETS, OF FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADMAY, OF FOR TEMPORARY DAYTIME USE.
- A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
- TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL. THAT WILL BLOCK VIEW OR RAIL FACE.
- 8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

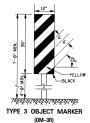


- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LARCS ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2"-0" BEINIO THE LARC TRANSITION STRIPE.

BARRICADE CHARACTERISTICS

I		I I	
WIDTH OF RAIL * *	8" M[N 12" MAX.	8" MIN 12" MAX.	8" MIN 12" MAX.
LENGTH OF RAIL**	24' M[N.	24° MIN.	48° MIN.
WIDTH OF STRIPE *	6*	6.	6"
HEIGHT	36" MIN.	36° M[N.	60° MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT 'A' FRAME	POST OR SKID

- * 1. FOR RAILS LESS THAN 36' LONG, 4' WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 Int OF REFLECTIVE AREA FACING TRAFFIC.



- TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE
- 2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
- THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

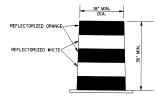


VERTICAL PANEL

- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8' TO 12' IN WIDTH AND A MINIMUM OF 24' IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.
- 3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 In 20F RETROREFLECTIVE AREA FACING TRAFFIC.

WING BARRICADES

- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAYEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARRING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
 A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR OR REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES IZ GRANGE & WITHES WIDE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0' FROM THE EDGE OF TRAVELED LANE.







FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.

THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

TRUCK-MOUNTED FLASHING ARROW -PANELS TRUCK-MOUNTED NOTE: USE OF CHANGEABLE MESSAGE SIGN IS OPTIONAL ATTENUATOR (OPTIONAL)

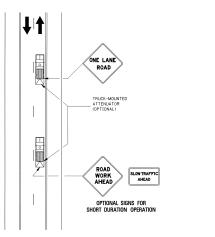
MOBILE OPERATIONS ON MULTILANE ROAD A

MOBILE OPERATIONS ON MULTILANE ROAD

NOTES:

- VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, FLAGS, SIGNS, OR ARROW PANELS.
- PROTECTION VEHICLE *I SHOULD BE EQUIPPED WITH AN ARROW PANEL.
 AN APPROPRIATE LANG CLOSURE SIGN SHOULD BE PLACED ON PROTECTION
 VEHICLE *I SO AS NOT TO OBSCURE THE ARROW PANEL.
- PROTECTION VEHICLE *2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
- PROTECTION VEHICLE "I SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- 5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE "I SHOULD BE ELIMINATED.
- ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (i.e., VEHICLE *1 ON THE SHOULDER (IF PRACTICAL), VEHICLE *2 IN THE CLOSED LANE, AND VEHICLE *3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 60° X 30° IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCO.
- B. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

 I. WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES

 SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN

 NOT BE DONE PREQUENTLY, AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE

 PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS, PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AREAD, WREEVER ADOLDATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MAINTAIN THE MINIMUM DISTANCE AND PROCEDED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION WENTLES SHOULD SON DOWN IN ADVANCE OF VEHICLES OF HORDING DAY BOWN OF WITH ADVANCE OF VEHICLES OF HORDING DAYS TO SHOW THE PROTECTION OF THE PROTECT
- 3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE COUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SION. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. HIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

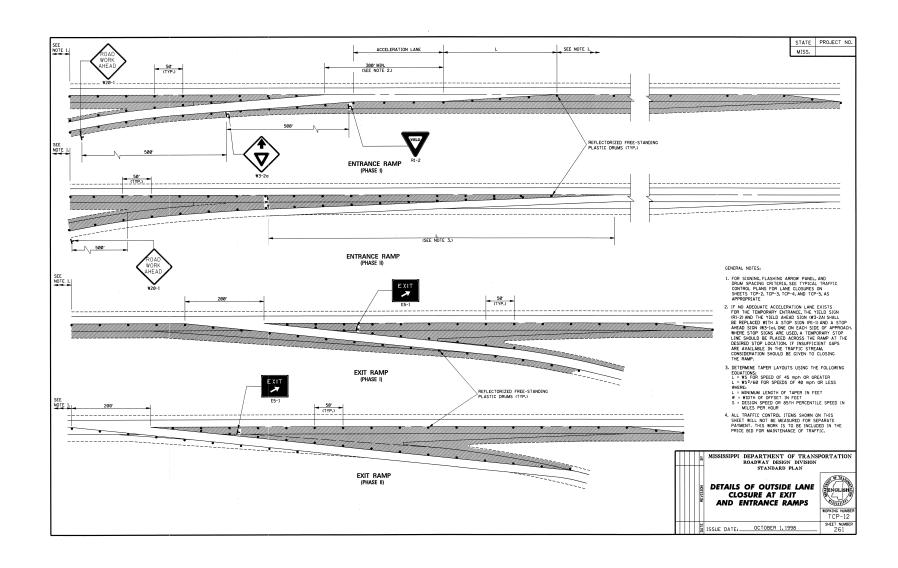


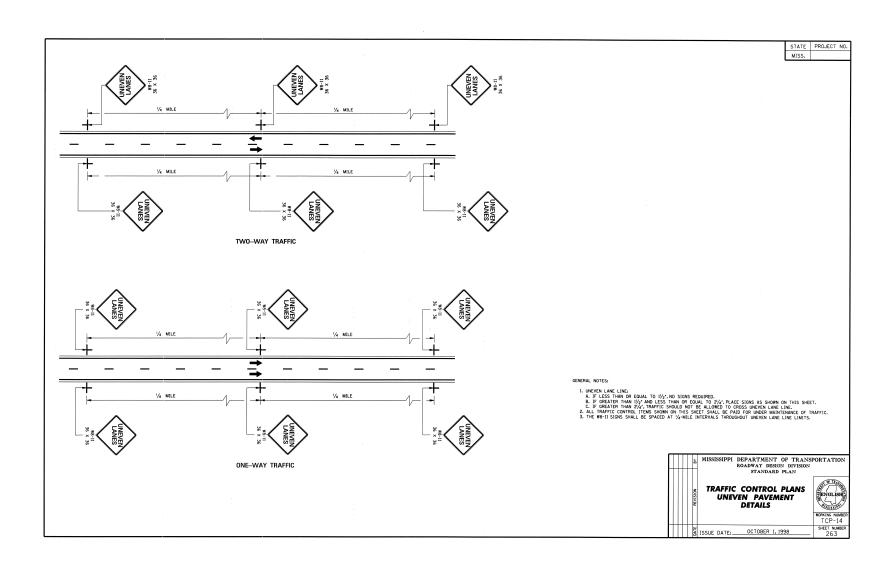
ISSUE DATE: OCTOBER 1, 1998

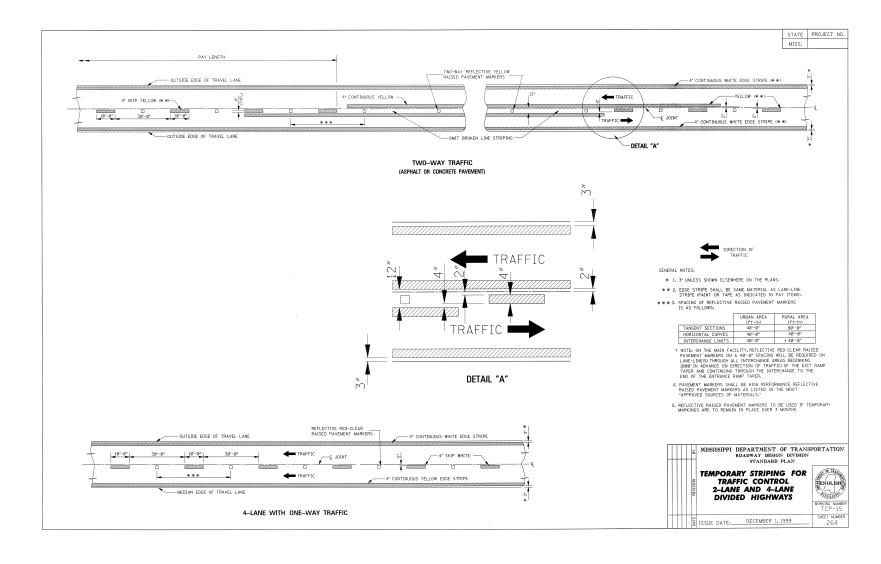
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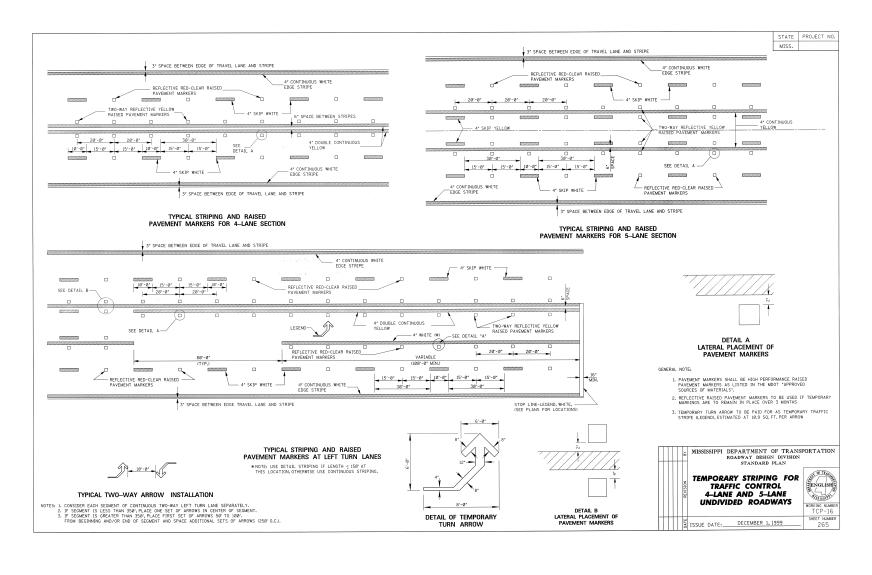
STATE PROJECT NO.

MISS.









CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page S	Subsection	<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 $"="to" \leq "$.		

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".	

SECTION 904 - NOTICE TO BIDDERS NO. 1814 CODE: (SP)

DATE: 12/17/2007

SUBJECT: Contract Time

PROJECT: MP-2000-00(036) / 303344301 -- District Wide

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>June 13, 2008</u>, 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 <u>February 12, 2008</u> and the date for issuing the Notice to Proceed / Beginning of Contract Time will be <u>March 6, 2008</u>.

Should the Contractor request a Notice to Proceed earlier than March 6, 2008, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 1815

DATE: 12/17/2007

PROJECT: MP-2000-00(036) / 303344301 -- District Wide

SUBJECT: Scope Of Work

The contract documents do not include an official set of construction plans but may, by reference, include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings". All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

In general, the work to be accomplished using the pay items and corresponding specifications set forth in this contract is for the furnishing of material and the placement of pavement markings in accordance with the Standard Specifications, special provisions and enclosed drawings as applicable. Maps are included of each county within the District showing the routes or segments of routes on which pavement markings are to be placed. Estimated quantities are shown by route for each county.

The contractor shall be responsible for the removal of existing pavement markings on concrete surfaces (bridges) prior to placement of the new pavement markings.

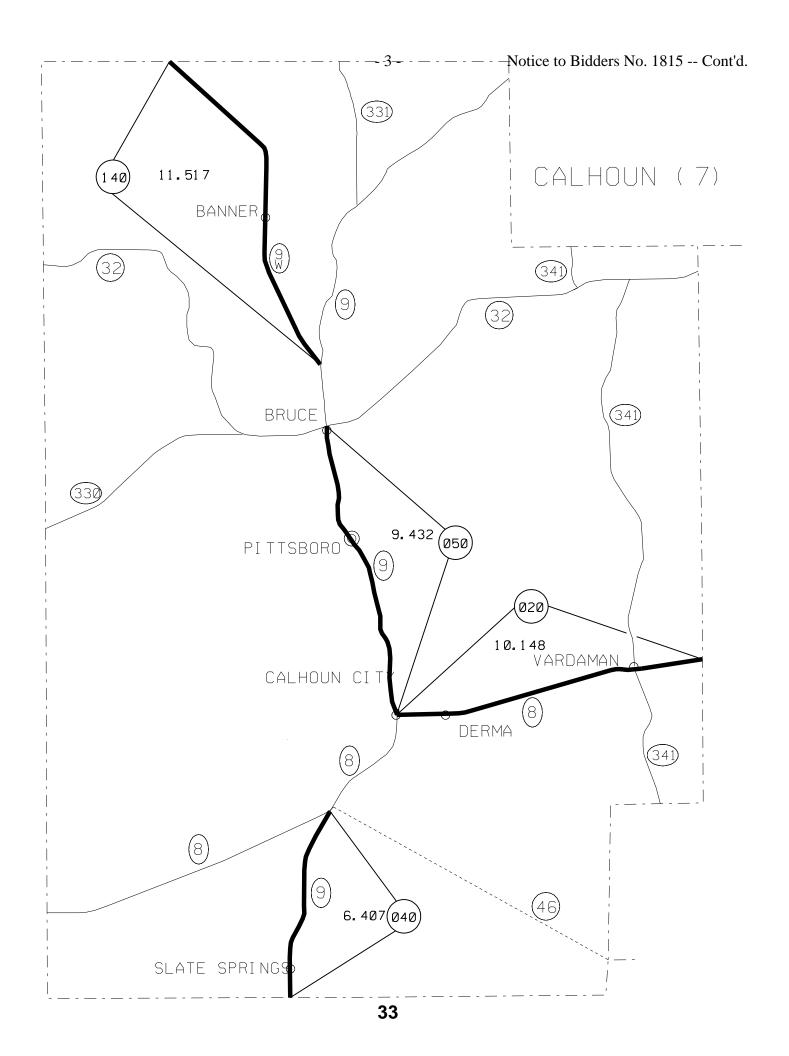
The contractor shall be responsible for any damage caused by the contractor's operations to the existing raised pavement markers (for example, painting over reflective surfaces). The contractor is responsible for establishing all the necessary controls to insure that the pavement markings are installed in a uniform line in accordance with the Standard Specifications, special provisions and enclosed drawings. The contractor is also responsible for all pavement surface cleaning or other preparation necessary to insure a proper bond prior to placement of the pavement markings. The contractor is also responsible for minor blading of the shoulders to establish a suitable area for restriping; this is not meant to be a blading of the entire shoulder width, but only that directly related to stripe placement. This work will not be measured for separate payment. Costs associated with this work shall be included in the unit prices for other bid items.

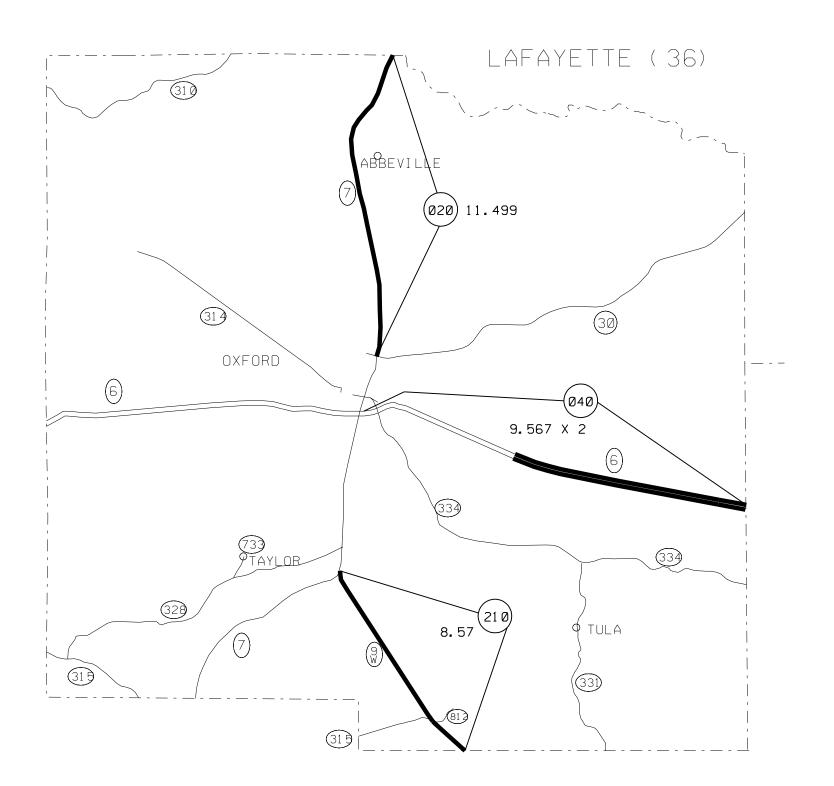
The contractor shall provide all traffic handling devices in accordance with the Standard Specifications, special provisions and enclosed drawings. Payment shall be made under pay item number 618-A, Maintenance of Traffic).

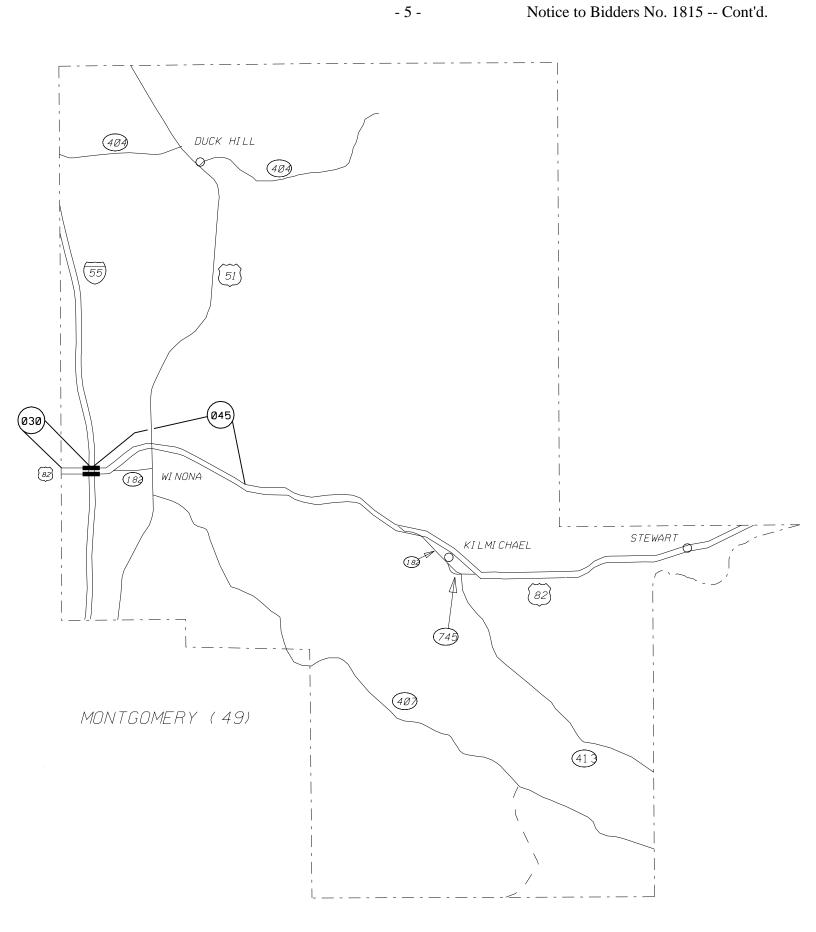
Incidental work that is necessary to complete the work shall not be measured for separate payment, and the cost shall be included in the items bid.

MP-2000-00(036) / 303344301 -- Designated Highways for Pavement Markings

County	Route Numbers	Approximate Length (Miles)	Description
Calhoun	SR 8 SR 9 SR 9W	10.0 16.5 8.5	4" – 40 Mil Thermoplastic Stripe From Stop Bar at the East End Calhoun City Square to Chicksaw County Line From Webster County Line to SR 8 Intersection From SR 9 to the Lafayette County Line
Lafayette	SR 6/US 278 SR 7 SR 9W	9.5 11.5 8.5	4" - 40 Mil Thermoplastic Stripe From Cat Hair Creek to the Pontotoc County Line From the South Ramps at SR 30 to South of US 78 Interchange From Calhoun Co Line to SR 7 Intersection
Montgomery	US 82	0.5	6" High Performance Cold Plastic Tape Concrete Section over I-55







CODE: (IS)

SPECIAL PROVISION NO. 907-105-3

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:

<u>907-105.05--Cooperation by Contractor.</u> 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. 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.

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".

CODE: (IS)

SPECIAL PROVISION NO. 907-107-1

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:

<u>907-107.14.2--Liability Insurance</u>. 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.

<u>907-107.14.2.2--Railroad Protective.</u> 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.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-6

DATE: 11/16/2007

SUBJECT: Legal Relations and Responsibility to Public

After Subsection 907-107.15 on page 1, add the following:

<u>907-107.17--Contractor's Responsibility for Work.</u> Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

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:

<u>907-107.02--Permits, Licenses and Taxes</u>. 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.

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-11

DATE: 12/07/2007

SUBJECT: Contract Time Assessment

Before the first sentence of Subsection 907-108.06.1.2 on page 1, add the following:

Delete the sixth paragraph of Subsection 108.06.1.2 on page 81.

CODE: (IS)

SPECIAL PROVISION NO. 907-108-11

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.

CODE: (SP)

SPECIAL PROVISION NO. 907-108-15

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.

<u>907-108.06.2--Based on Calendar Date Completion.</u> 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.

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:

<u>907-109.07--Changes in Material Costs.</u> 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:

CODE: (IS)

SPECIAL PROVISION NO. 907-109-3

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:

<u>907-109.04--Extra and Force Account Work.</u> 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.

<u>907-109.06.1--General</u>. 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.

CODE: (SP)

SPECIAL PROVISION NO. 907-626-6

DATE: 10/26/2004

SUBJECT: 40-mil Thermoplastic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for 40-mil thermoplastic markings only:

<u>907-626.01--Description.</u> This work shall consist of furnishing materials and applying 40-mil thick hot thermoplastic pavement marking as shown on the plans or directed by the Engineer.

907-626.02--Materials.

<u>907-626.02.1--Binder.</u> The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature. The total binder content of the compound shall be well distributed throughout the compound. The binder shall be free from all foreign objects or ingredients that would cause bleeding, staining or discoloration. The binder shall be 26 percent minimum by weight of the compound. The binder shall be characterized by an IR Spectra.

907-626.02.2--Pigment. The pigment used for the white compound shall be a high-grade pure (minimum 93% titanium dioxide, TiO₂). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the compound.

The pigments used for the yellow compound shall be heat resistant, silica encapsulated lead chromate yellow and moly oranges which shall produce a compound meeting the requirements of FED 595 Color No. 33538. The yellow marking material shall contain a minimum of four percent (4%) by weight of the yellow pigment with a minimum lead chromate content of 60 percent.

<u>907-626.02.3--Filler.</u> The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler which is insoluble in 6N hydrochloric acid shall be of such particle size as to pass a No.100 sieve.

<u>907-626.02.4--Glass Beads.</u> Intermix glass beads shall be uniformly mixed throughout the material at the rate of not less than 27 percent by weight (retained on the No.100 sieve) of compound. Drop on beads shall be used with pavement marking material and shall be applied uniformly at a minimum rate of 12 pounds per 100 square feet.

<u>907-626.02.4.1--Properties.</u> The drop on glass beads furnished under this specification shall consist essentially of transparent, water-white glass particles of a spherical shape. They shall be manufactured from a glass of a composition designed to be highly resistant to traffic wear and to

the effects of weathering. The glass beads shall conform to the following requirements:

(a) Sieve Analysis. The glass beads shall meet the following sieve requirements:

Sieve No.	% Retained	% Passing
12	0	100
14	0-5	95-100
16	5-20	75-95
18	40-80	10-47
20	10-40	0-7
25	0-5	0-2
Pan	0-2	

- (b) **Imperfections**. The surface of the glass beads shall be free of pits and scratches. The sizes beads shall have a roundness of 70% minimum average per ASTM Designation: D1155 with the exception of the +20 portion, which shall have a 65% minimum true spheres, tested visually.
- (c) **Index of Refraction**. The index of refraction of the glass beads shall be not less than 1.50 when tested by the immersion method at 77°F.
- (d) **Silica Content**. The glass beads shall contain not less than 65 percent silica (SiO2).
- (e) **Chemical Stability**. Glass beads which show tendency toward decomposition, including surface etching, when exposed to material or material constituents will be rejected. The glass beads shall be tested by Federal Specification T-T-B-1325A, Section 4.3.11, water resistant soxhlet extraction method, with the following exceptions:

Under "Procedure", the size of sample to be tested shall be 25 grams.

Under testing, Paragraph (1), the reflux-time shall be five hours and upon examination after testing the glass beads shall show no dulling effect.

Under Paragraph (2), if more than 4.5 mls of 0.1 N hydrochloric acid are used to reach the end point, it shall constitute failure of the test.

(f) **Flowing Properties**. The glass beads shall flow uniformly through dispensing equipment in atmospheric humidity up to 94%. The drop-on beads shall pass the following test:

One hundred grams of glass beads, spread evenly and thinly in a suitable container, shall be conditioned at 77°F for 4 hours over a solution of sulfuric acid with Sp. Gr. 1.10, in a closed desiccator. After four hours, the glass beads shall flow readily through a clean glass analytical funnel, 60°, 5-mm. diameter and 105-mm. stem. Inside diameter of the stem shall be a nominal 1/4 inch.

- (g) **Coating**: The glass beads used for intermix shall be uncoated. The glass beads used for the drop on application shall be coated with an adhesion promoting coating. Silicone coated drop on beads shall not be allowed.
- (h) **Packaging**. The drop on glass beads shall be delivered in moisture proof bags consisting of at least five-ply paper construction unless otherwise approved. Each bag shall contain 50 or 55 pounds net, and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged.

<u>907-626.02.5--Thermoplastic Material</u>. In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety sheets for the product.

The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during reheating processes.

There shall be no obvious change in color of the material as a result of repeated heatings or from batch to batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately $68^{\circ} \pm 6^{\circ}$ F. After appreciable deformation or discoloration, shall remain free from tack, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -20° to 150°F. The stripe shall maintain its original dimensions and placement. Cold ductility of the material shall be such as to permit normal dimensional distortion as a result of traffic impact within the temperature range specified.

The material shall provide a stripe that has a uniform thickness throughout its cross section and has the density and character to provide a sharp edge of the line.

The compound after heating for four hours ± 5 minutes at $375^{\circ} \pm 3^{\circ} F$ and cooled at $77^{\circ} F$ shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotomer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral band pass of 10 nm.

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White: Daylight Reflectance (Y) 75 percent minimum *Yellow: Daylight Reflectance (Y) 42-59 percent
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* Shall match Federal 595 Color No. 33538 .and chromaticity limits as follows:

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x .470 .510 .485 .530
y .455 .485 .425 .456
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907-626.02.5.1--Specific Gravity. The specific gravity of the material shall not exceed 1.87.

<u>907-626.02.5.2--Softening Point.</u> After heating the material for four hours ± 5 minutes at 375° ± 3 °F and testing in accordance with ASTM E28, the material shall have a minimum softening

point of 180°F as measured by the ring and ball method.

<u>907-626.02.5.3--Tensile Bond Strength.</u> After heating the material for four hours ± 5 minutes at 375°F, the tensile bond strength to unprimed, sandblasted, portland cement concrete block, 0.0625-inch thick film drawdown at 375°F, tested at 75° ± 2 °F shall exceed 180 psi when tested in accordance with ASTM D4796.

<u>907-626.02.5.4--Impact Resistance</u>. After heating the material for four hours ± 5 minutes at $375^{\circ} \pm 3^{\circ}$ F, the impact resistance shall be a minimum of 50 inch-pounds with no cracks or bond loss when 0.0625-inch thick film drawdown is made at 375° F on an unprimed, sandblasted, portland cement concrete block, male indenter 5/8-inch, no female Die tested at $75^{\circ} \pm 2^{\circ}$ F when tested in accordance with ASTM D2794 minimum.

<u>907-626.02.5.5--Packaging and Storage.</u> Each package of material shall be stenciled with the manufacturer's name, the type of material and specification number. the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential. The letters and numbers used in the stencils shall be a minimum of 1/2 inch in height.

The material shall be packaged in suitable containers which will not adhere to the product during shipment and storage. The container of material shall weigh approximately 50 lbs. Each container shall designate the color, binder (alkyd or hydrocarbon), spray and user information. The label shall warn the user that the that material shall be heated in the range of 350° to 425°F.

The material shall meet the requirements of this specification for a period of one year. The material must also melt uniformly with no evidence of skins or unmelted particles for this one year period. Any material not meeting the above requirements shall be replaced by the manufacturer.

907-626.03--Construction Requirements.

<u>907-626.03.1--Installation Requirements.</u> Before applying the thermoplastic material, the Contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the material to the pavement.

The thermoplastic material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The Contractor shall remove all existing material that might cause premature failure of the new material.

The thermoplastic material shall be installed in a molten state at a minimum temperature of 350°F and a maximum temperature of 425°F. Scorching or discoloration of material shall be cause for rejection by the Engineer. The machinery shall be constructed so that all mixing and conveying parts, up to and including the application gun, maintain the material in the molten state.

Pavement marking materials shall not be applied when air or pavement surface temperatures are below 40°F, or when the surface of the pavement contains any evidence of moisture.

The material shall be applied at a thickness of not less than 0.040" and in no case shall it exceed a thickness of 0.050".

The Contractor shall place the pavement markings with adequate drop-on glass beads in accordance with the above requirements, uniformly applied to assure adequate nighttime reflectivity. It shall be the Contractor's responsibility to use a compatible combination of material and beads to preclude the surface beads from sinking deeply into the paint.

907-626.03.2--Equipment Requirements. The equipment used to install hot applied thermoplastic material shall provide continuous uniform heating to temperatures exceeding 400°F, mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment which come in contact with the material shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature.

Glass beads applied to the surface of the completed marking shall be applied by an automatic bead dispenser attached to the marking machine so that the beads are dispensed closely behind the installed marking. The glass bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the material.

<u>907-626.03.3--Acceptance.</u> The manufacturer of the thermoplastic material shall furnish the Engineer three (3) copies of certified test report(s) showing results of all required test and certification that the material meets the specifications.

The manufacturer of the glass beads shall furnish the MDOT Central Laboratory three (3) copies of certified test report(s) showing results of all required test and certification that the material meets the specifications. Acceptance sampling and testing of glass beads will be in accordance with S.O.P. No. TMD-40-20-00-000.

<u>907-626.04--Method of Measurement.</u> Thermoplastic stripe completed in accordance with the plans and specifications will be measured by the mile or by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skips. The length used to measure centerline, lane lines and edge stripes will be the horizontal length computed along the stationed control line.

Detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than the indicated width will be converted to equivalent lengths of stripe of the indicated width.

Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be

measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than the indicated width will be converted to equivalent lengths of stripe of the indicated width.

<u>907-626.05--Basis of Payment.</u> Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, or square foot, as applicable, which shall be full compensation for completing the work.

Payment will be made under:

907-626-U:	Width" Thermoplastic Traffic Stripe, Skip White, 40-mil. min.	- per linear foot or mile
907-626-V:	Width" Thermoplastic Traffic Stripe, Continuous White, 40-mil. min.	- per linear foot or mile
907-626-W:	Width" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil. min.	- per linear foot or mile
907-626-X:	<u>Width</u> " Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil. min.	- per linear foot or mile
907-626-Y:	Thermoplastic Detail Traffic Stripe, <u>Color</u> , <u>Width</u> " Equivalent Length, 40-mil. min.	- per linear foot
907-626-Z:	Thermoplastic Legend, $\underline{\text{Color}}$, $\underline{\text{Width}}$ " Equivalent Length, 40-mil. min.	- per linear foot or square foot

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

Page 2 of 3

S.P. No. 906-3 -- Cont'd.

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

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S.P. No. 906-3 -- Cont'd.

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 <u>each</u> 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

- 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.

SECTION 905 - PROPOSAL

	Date
Mississippi Transportation Commission	
Jackson, Mississippi	
Sirs: The following proposal is made on behalf of	
of	

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

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

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

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

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

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

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

- 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 <u>five percent (5%) of total bid</u> 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
	BYSignature
	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 th titles and business addresses of the executives are as follows:	ne State of and the names, ws:
President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

Construction necessary to place pavement markings on various routes in District 2, known as State Project No. MP-2000-00(036) / 303344301, in the Counties of Calhoun, Lafayette and Montgomery, in the 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			Description	Unit Price		Item Amour	nt		
No.		Code				Dollar	Ct	Dollar	Ct
					Roadway Items				
0010	202-B076		6,000	Linear Feet	Removal of Traffic Stripe				
0020	618-A001		1	Lump Sum	Maintenance of Traffic	xxxxxxxx	XXX		
0030	618-B001		1	Square Feet	Additional Construction Signs	10.	00	10.	00
0040	625-C001		3,400	Linear Feet	Traffic Stripe, Continuous White				
0050	625-D001		4,400	Linear Feet	Traffic Stripe, Continuous Yellow				
0060	625-E001		7,000	Linear Feet	Detail Traffic Stripe				
0070	628-I002		2,400	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Skip White				
0080	628-J002		3,500	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous White				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0090	628-L002		1,200	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Skip Yellow		
0100	628-M002		2,200	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow		
0110	628-O001		1,000	Linear Feet	High Performance Cold Plastic Detail Stripe, White		
0120	628-O002		1,000	Linear Feet	High Performance Cold Plastic Detail Stripe, Yellow		
0130	907-626-U002	,	22	Mile	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.		
0140	907-626-V002	,	126	Mile	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.		
0150	907-626-W002	2	39	Mile	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.		
0160	907-626-X002	,	34	Mile	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.		
0170	907-626-Y001		62,500	Linear Feet	Thermoplastic Detail Traffic Stripe, White, 4" Equivalent Length, 40-mil. min.		
0180	907-626-Y003		56,500	Linear Feet	Thermoplastic Detail Traffic Stripe, Yellow, 4" Equivalent Length, 40-mil. min.		
0190	907-626-Z001		13,570	Linear Feet	Thermoplastic Legend, White, 4" Equivalent Length, 40-mil. min.		
0200	907-626-Z002		300	Square Feet	Thermoplastic Legend, White, 4" Equivalent Length, 40-mil. min.		

*** BID CERTIFICATION ***

TOTAL BID	\$\$	
BIDDER ACKNOWLEDGES THAT HE/SHE I THEREIN CONSTITUTE THEIR OFFICIAL B	*** SIGNATURE STATEMENT *** HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY ID.	Y AND CERTIFIED THAT THE FIGURES SHOW!
	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)	
----------------	-----------------	------------------	--

	Project No.	<u>County</u>	Project No.	<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.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction		
9.							
10.							
L		1	l	1			
C. If option (c) has been select	cted, then initial a	nd compl	ete one of the followi	ng, go to II. and sign Co	ombination Bid Proposal.		
I (We) desire to be	awarded work no	ot to exce	ed a total monetary va	alue of \$			
I (We) desire to be	awarded work no	ot to exce	ed number of	of contracts.			
It is understood that the Missi right to award contracts upon	issippi Transporta the basis of lowes	ation Con et separate	nmission not only rese bids or combination	erves the right to reject bids most advantageou	t any and all proposals, but also the s 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 speci	fied 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 <u>DOES NOT</u> constitute <u>APPROVAL</u> of the subcontracts.

NOTE:	Insert name and address of subcontra dollars (\$50,000.00) <u>ONLY</u> .)	ctors. (Subcontracts equal to or in excess of fifty thousand	
	(Individual or Firm)	(Address)	
	(Individual or Firm)	(Address)	
	(Individual or Firm)	(Address)	
	(Individual or Firm)	(Address)	
NOTE:	Failure to complete the above <u>DOES NOT</u> 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.		
	C	ontractor	
	В	y	
	T	*1a	

CERTIFICATE MUST BE EXECUTED

<u>CERTIFICATION</u> (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. MP-2000-00(036) / 303344301
in <u>Calhoun, Lafayette and Montgomery</u> 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
Signature
(11/23/92S)

<u>CERTIFICATION</u> (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. MP-2000-00(036) / 303344301 ,
in <u>Calhoun, Lafayette and Montgomery</u> 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)

SECTION 902

CONTRACT FOR MP-2000-00(036) / 303344301 LOCATED IN THE COUNTY(IES) OF Calhoun, Lafayette and Montgomery 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 to	his the	_ day of
Contractor (s)		Magaggaph TP ANGDODT ATTION COMMISSION
Ву		MISSISSIPPI TRANSPORTATION COMMISSION
Title	By	
Signed and sealed in the presence of: (names and addresses of witnesses)		Executive Director
		Secretary to the Commission
*	-	n Commission in session on the day of, Page No

SECTION 903

CONTRACT BOND FOR: MP-2000-00(036) / 303344301
LOCATED IN THE COUNTY(IES) OF: Calhoun, Lafayette and Montgomery
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.
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
Ву	By
	(Signature) Attorney in Fact
	Address
Title(Contractor's Seal)	Local Mississippi Representative
	(Signature) Local Mississippi Representative
	Address
	(Surety Seal)

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

DATE:				
PROJECT:	MP-2000-00(036) / 303344301			
COUNTIES:	Calhoun, Lafayette and Montgomery			
LOCATION	Construction necessary to place pavement markings on various routes in District 2.			
exceeding the	ssued to for transporting loads posted limit for any such bridge located on State designated routes within the provided that such transport vehicles comply with all other governing statutory			
for materials contractors an and no other	valid on all State designated routes from the point of origin to the point of delivery and equipment utilized in construction of said project and also valid for subdivendors upon written permission of the Contractor. The permit is non-transferable haul permit for posted bridges will be issued to other individuals, vendors, or construction of this project.			
	s signed permit shall be carried in all vehicles operating under the authority of this so a copy of the Contractor's written permission when the vehicle is other than and.			
	e with State law, the above named Contractor will be liable for damages directly vehicles operating under this permit.			
	EXECUTIVE DIRECTOR			