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SM No. CMP5021620081

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF (EXEMPT)

3

Overlay approximately 11 miles of SR 21 from SR 35 to Newton County Line, known as State Project No. MP-5021-62(008) / 302227301, in the County of Scott, State of Mississippi.

Project Completion: 55 Time Units

NOTICE

FROM MOOT 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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Advancement of Materials - #1546 Petroleum Products Base Price - #1910

Contract Time - # 1911 Scope of Work - # 1912

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906-3: MDOT On-the-Job Training Program

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SECTION 905 - PROPOSAL,

PROPOSAL SHEET NOS. 2-1 THRU 2-4,

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, April 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, April 22, 2008, and shortly thereafter publicly opened for:

Overlaying approximately 11 miles of SR 21, from SR 35 to the Newton County Line, known as State Project No. MP-5021-62(008) / 302227301, in the County of Scott, 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 proposals are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

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

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: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3

DATE: 05/03/2004

SUBJECT: Final Clean-Up

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

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

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

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/

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 777

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. 1312

CODE: (SP)

DATE: 01/22/2007

SUBJECT: Rumble Stripe

Bidders are hereby advised that when edge lines are placed over rumble strips, the pavement marking stripe must be applied using the atomization method instead of extrusion / ribbon method. The thickness of the stripe will be 60-mils, unless otherwise noted in the plans/proposal or pay item description. To ensure the proper alignment of the rumble stripes, the Contractor will be required to place a layout line to be followed during installation of the edge lines over the rumble strips.

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.

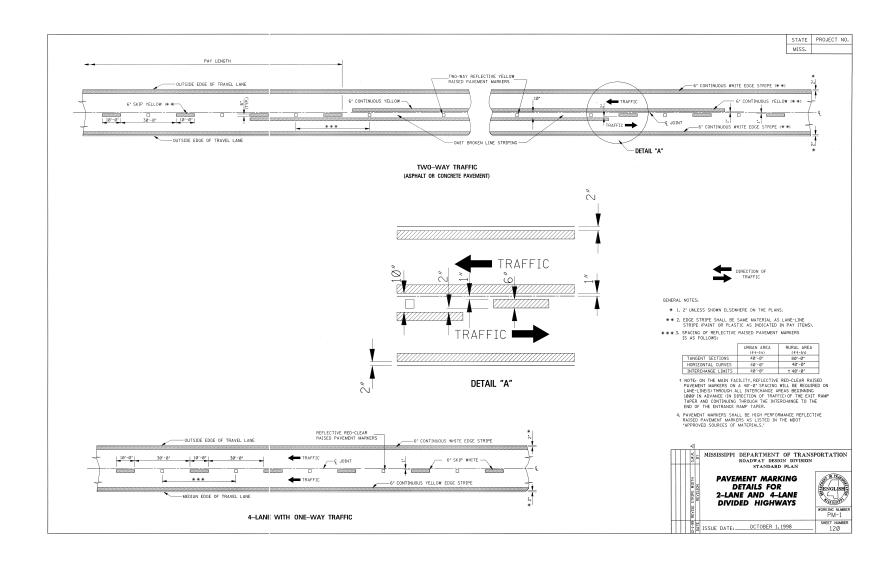
Larger copies of Standard Drawings may be purchased from:

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

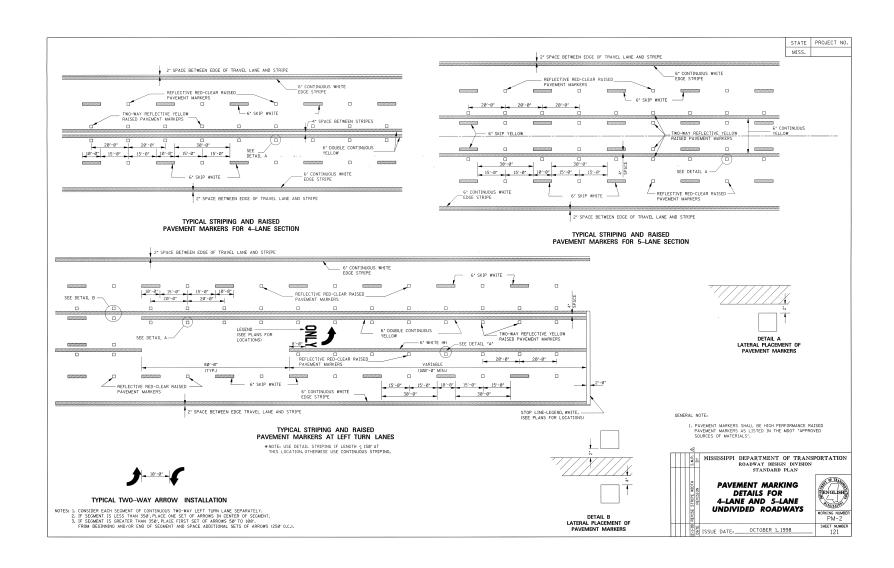
or FAX: (601) 359-7461

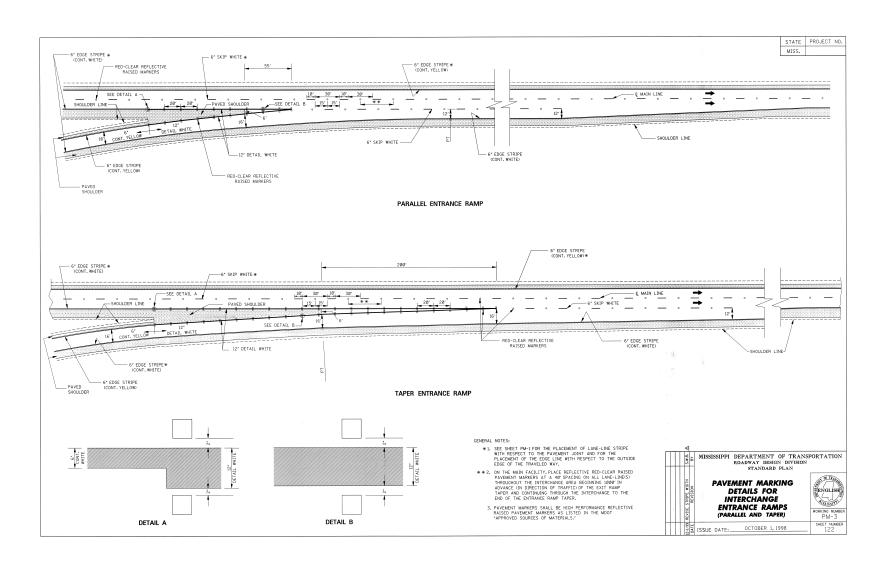
or e-mail: plans@mdot.state.ms.us

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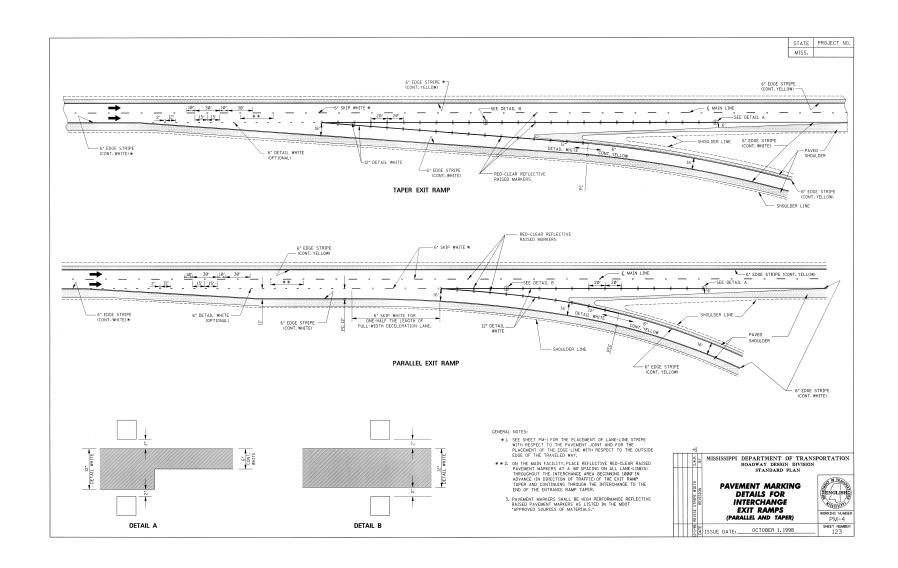


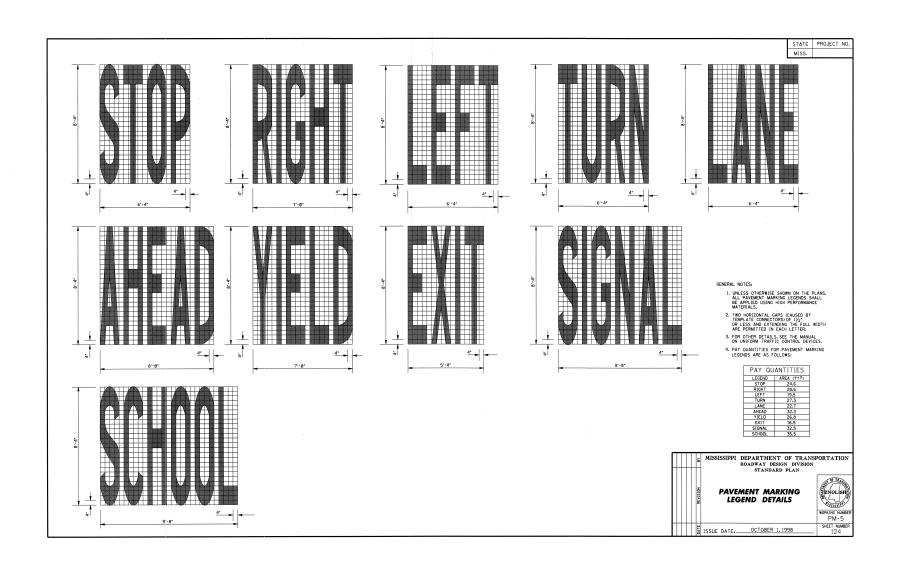
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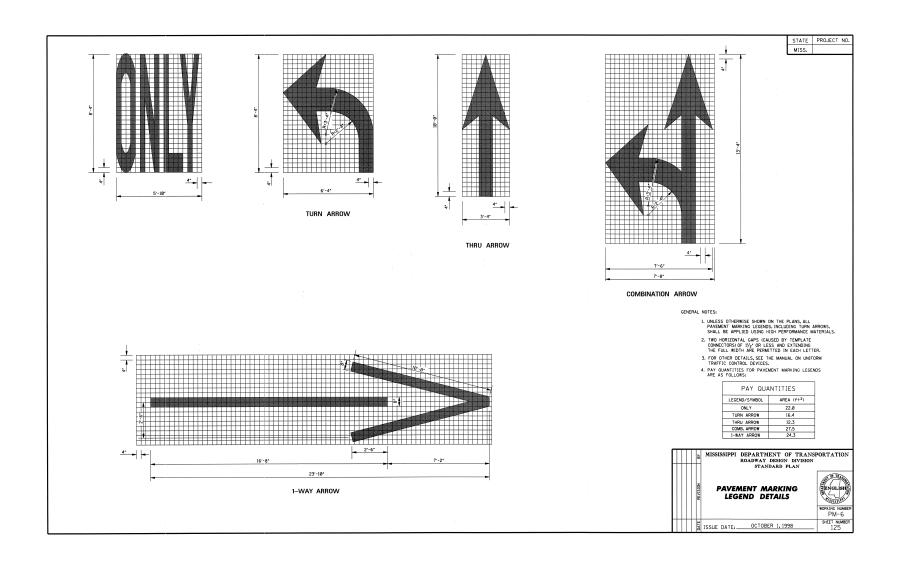




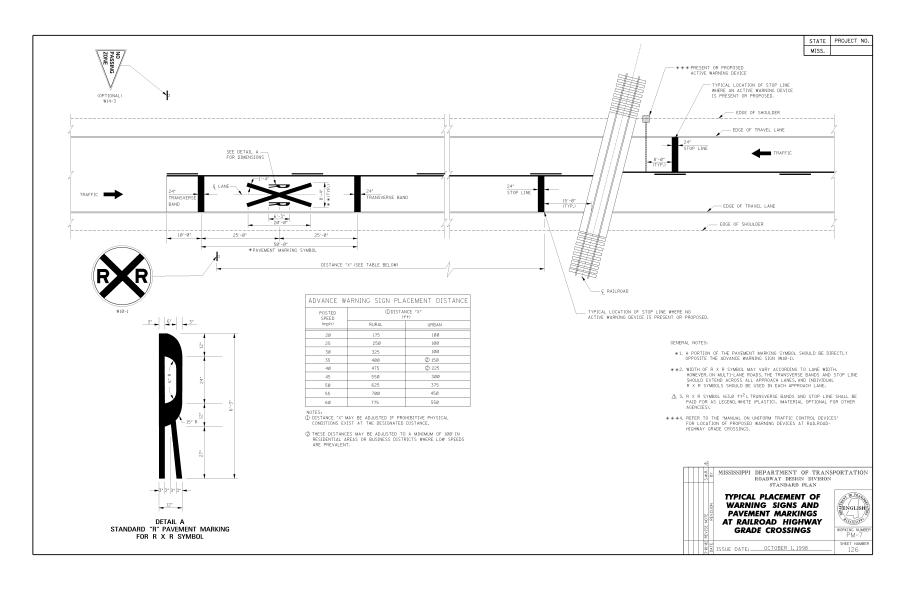
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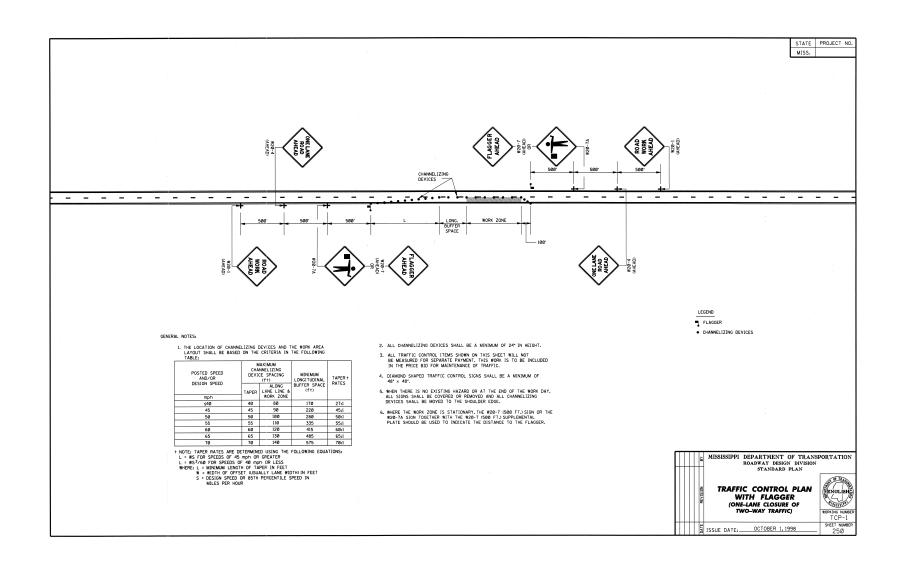




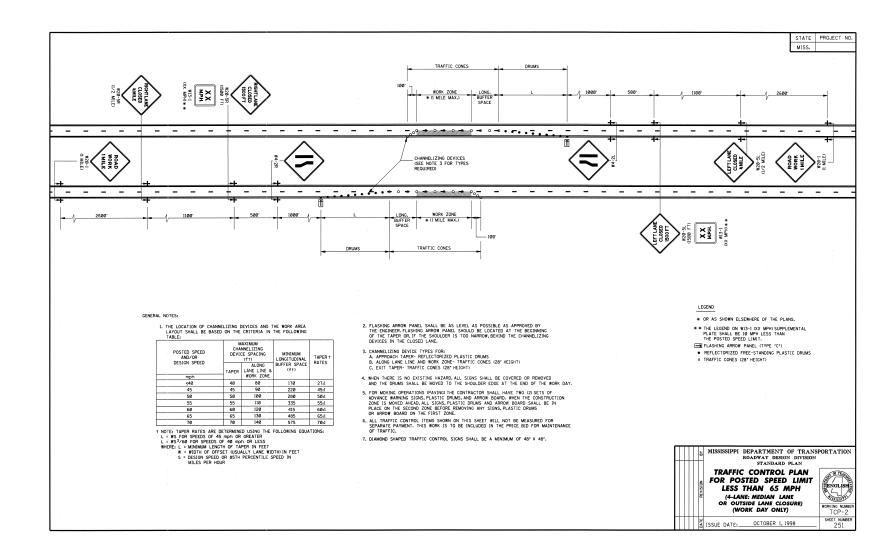
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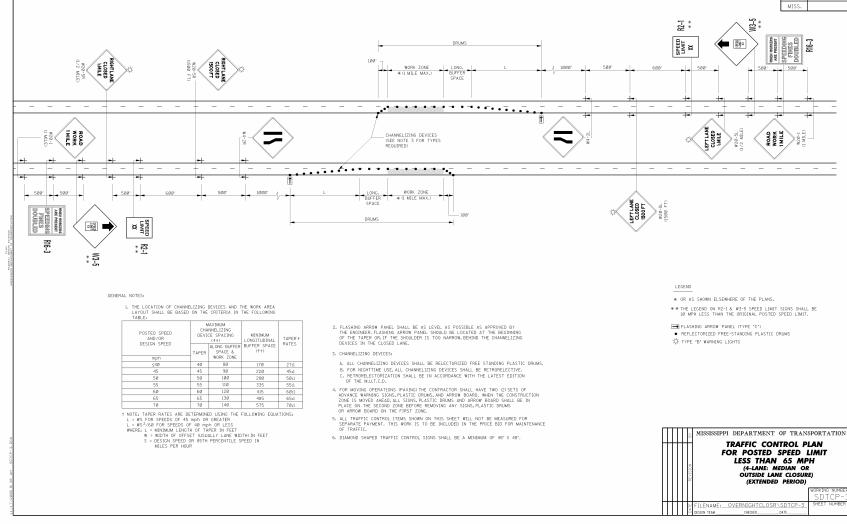


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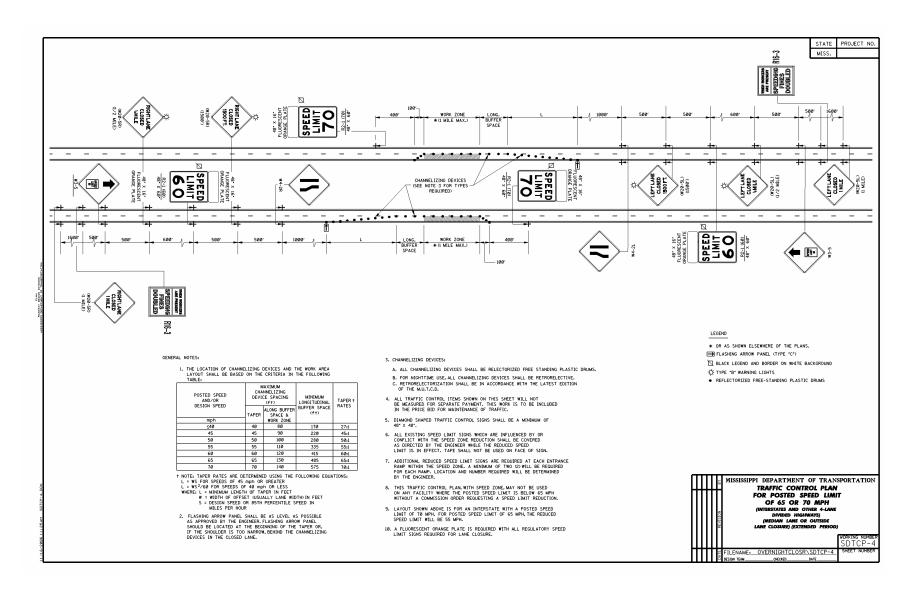


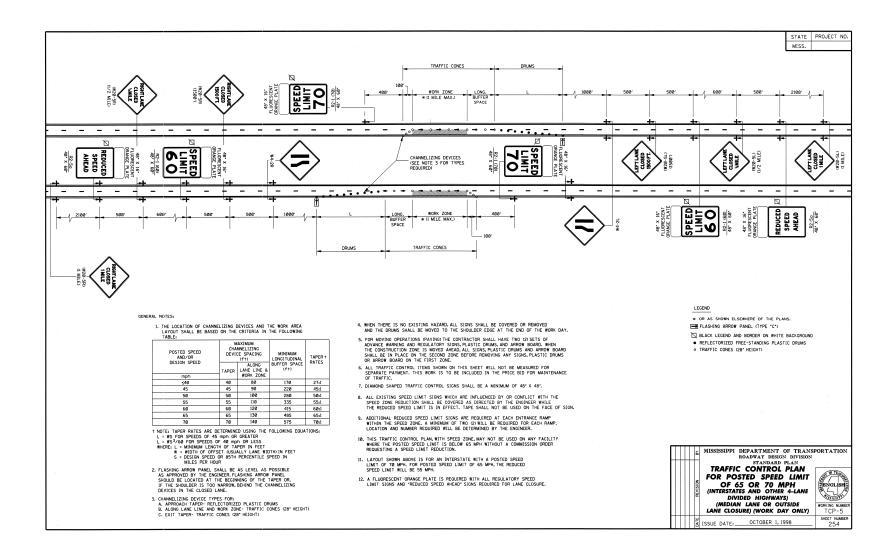


STATE PROJECT NO.

Notice to Bidders No. 1339 –

Cont'd.



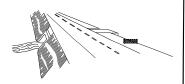








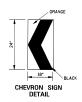




STATE PROJECT NO MISS.

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, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADMAY, OR 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.

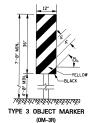


- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LARCS ARE CLOSED FOR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

BARRICADE CHARACTERISTICS

	I	I	ш
WIDTH OF RAIL * *	8" MIN 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 In 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 ENGINEER.
- 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

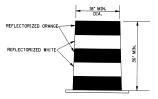
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8' TO 12' IN WIDTH AND A MINIMUM OF 24' IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.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

WING BARRICADES

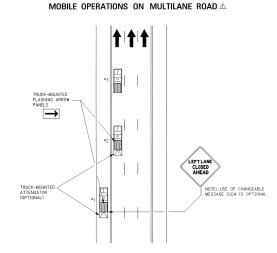
- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARRING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
 A. IN ADVANCE OF A 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.



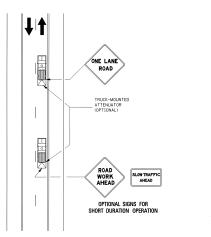


MOBILE OPERATIONS ON MULTILANE ROAD

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 ANAITAIN THE MINIMUM DISTANCE AND PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION WENTLES SHOULD SON DOWN IN ADVANCE OF VEHICLES OF HORIZON DOWN IN ADVANCE.
- 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.



MOBILE OPERATIONS **MULTILANE ROADS** AND TWO-LANE ROADS

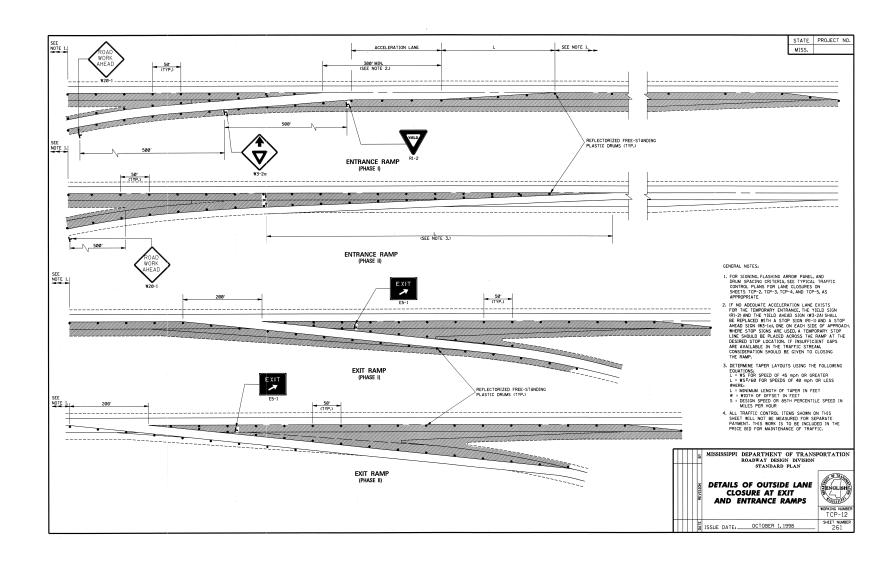
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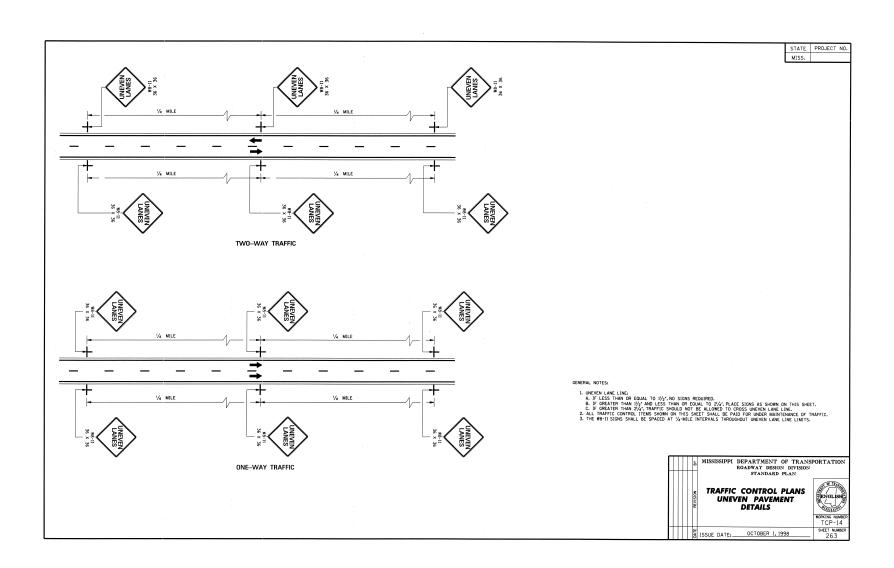
STATE PROJECT NO.

MISS.

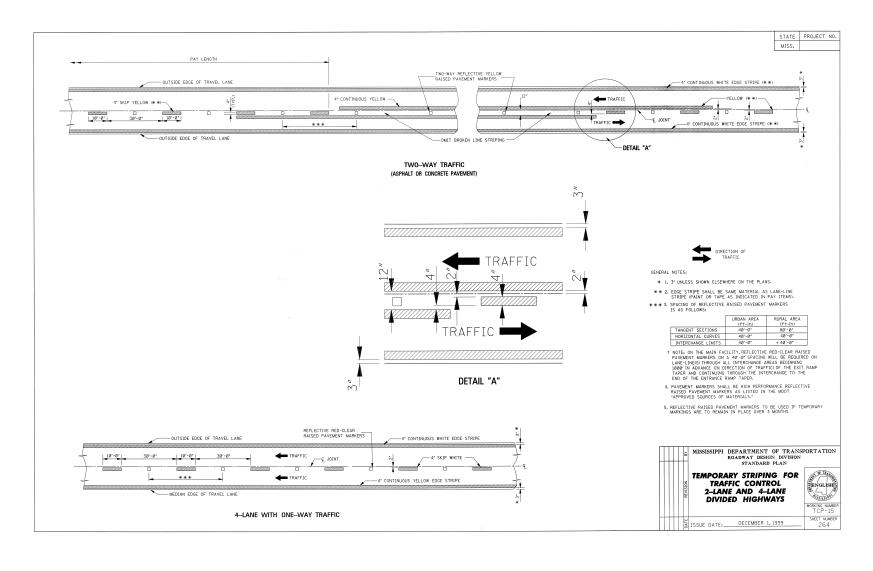
ISSUE DATE: OCTOBER 1, 1998

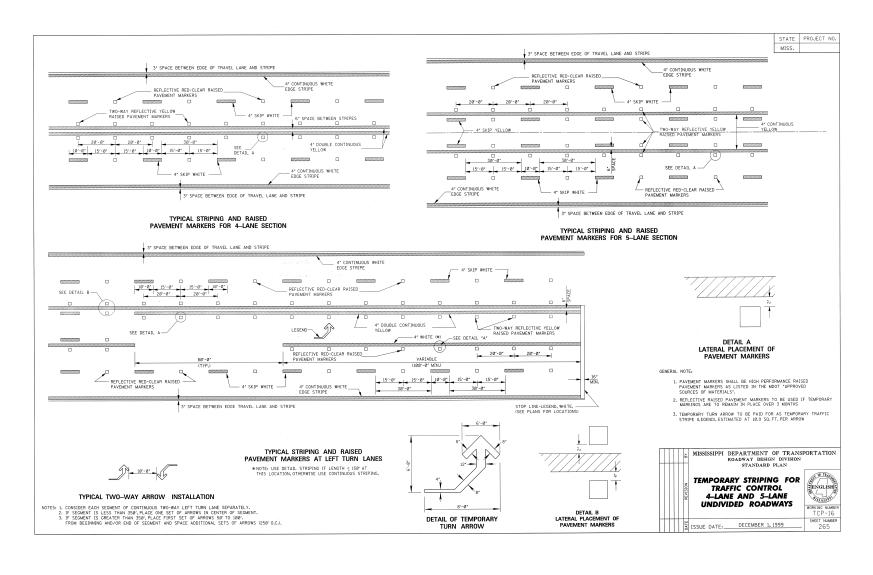
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- 1





CODE: (IS)

| SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	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".

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 1546

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

SECTION 904 – NOTICE TO BIDDERS NO. 1910

CODE: (SP)

DATE: 3/11/2008

SUBJECT: Petroleum Products Base Prices For Contracts Let in April, 2008

REFERENCE: Subsection 109.07

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

FUEL	S
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	Per Gallon	Per Liter
Gasoline	\$2.9138	\$0.7697
Diesel	\$3.6665	\$0.9686

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	\$1.5132	\$359.00	\$0.3997	\$395.72
Viscosity Grade AC-10	\$1.5314	\$363.33	\$0.4046	\$400.50
Viscosity Grade AC-20	\$1.5209	\$360.83	\$0.4018	\$397.74
Viscosity Grade AC-30	\$1.4998	\$355.83	\$0.3962	\$392.23
Grade PG 64-22	\$1.5048	\$357.00	\$0.3975	\$393.52
Grade PG 67-22	\$1.4668	\$348.00	\$0.3875	\$383.60
Grade PG 76-22	\$1.9494	\$462.50	\$0.5150	\$509.81
Grade PG 82-22	\$2.1707	\$515.00	\$0.5734	\$567.68
EMULSIFIED ASPHALTS				
Grade EA-4 (SS-1)	\$1.4773		\$0.3903	
Grade RS-2C (CRS-2)	\$1.4165		\$0.3742	
Grade CRS-2P	\$1.6627		\$0.4392	
<u>PRIMES</u>				
Grade EA-1 & MC-70	\$2.1755		\$0.5747	

SECTION 904 - NOTICE TO BIDDERS NO. 1911

CODE: (SP)

DATE: 03/14/2008

SUBJECT: Contract Time

PROJECT: MP-5021-62(008) / 302227301 -- Scott County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued by not later than <u>May 13</u>, <u>2008</u> and the date for issuing the Notice to Proceed / Beginning of Contract Time will be <u>July 10</u>, <u>2008</u>.

Should the Contractor request a Notice to Proceed earlier than <u>July 10, 2008</u>, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

Allowable Time Units will be <u>55.</u>

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

SECTION 904 – NOTICE TO BIDDERS NO. 1912 CODE: (SP)

DATE: 03/05/2008

SUBJECT: SCOPE OF WORK

PROJECT: MP-5021-62(008) / 302227301 - SCOTT COUNTY

The contract documents do not include an official set of plans, but may by reference; include some Standard Drawings or Special Drawings. All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

Work on the project shall consist of the following:

Overlay a total of approximately 11.3 miles of existing asphalt pavement on SR 21 in Scott County. The project is separated into two sections. The South Section begins at Station 10+00 at the intersection of SR35/SR21 and goes northward approximately 9.7 miles to the EOP at Station 518+45. The North Section begins at the start of the three lane section just south of the town of Sebastopol at Station 1110+00 and goes northward through Sebastopol approximately 1.6 miles to the Scott/Newton County Line at Station 1198+89.

The width of the HMA overlay in the two lane sections is 26 feet and variable and the overlay depth is 2 inches and variable at the centerline and 1½ inches and variable at the pavement edge. The overlay shall correct the roadway cross-slope to 2% minimum.

In the three lane section, pre-leveling will be required per the typical section provided and as directed by engineer to provide a 2% cross slope. The width of the HMA overlay in the three lane section is 38 feet and variable and the overlay depth is 2 inches and variable. SR 21 through Sebastopol (Station 1146+12 to 1160+60) will be milled to a depth of 1 ½ inches from curb to curb or as directed and inlaid with 1 ½ inches of HMA, 9.5mm Mix. Publicly maintained roads and streets shall be paved to the existing right-of-way, privately owned entrances shall be paved to the shoulder line per the included typical drawing. A 100-foot taper, as shown on the typical drawing, is required at local roads and turnouts or as directed by the Engineer.

Shoulders are to be paved 2 feet wide and variable on each lane as directed by the Engineer. Asphalt for shoulder paving is to be placed full depth, 4½ inches, during placement of the mainline overlay. Prior to placement of the asphalt, the existing shoulder areas that are to receive asphalt are to be bladed 3 inches below existing grade for the purpose of providing a suitable paving surface. Any material excavated from the existing shoulder shall be used to raise the existing shoulder to match the new pavement elevation. Surplus material shall be spread along the edge of the shoulders, fore-slopes, or other adjacent areas as directed by the Engineer. No separate measurement for spreading the surplus material will be made; the cost is to be included in the price bid for corresponding bid schedule pay items.

PRIOR to beginning milling and overlay operations, any failed areas in the existing pavement shall be removed to a depth directed by the Engineer and backfilled with HMA, MT, 9.5mm Mix, Leveling, Pay Item No. 907-403-B. Payment for asphalt removal and disposal of failed areas will be made using Pay Item 202-B, Removal of Asphalt Pavement (All Depths).

Prior to beginning overlay operations preliminary leveling of the existing roadway and additional milling may be required to correct any dips/bumps as directed and at locations determined by the Engineer. Leveling should be placed 12 hours prior to overlay operations to prevent rutting of pre-level mix.

Potholes that may exist or occur in the existing pavement are to be patched in a timely manner and prior to beginning the asphalt overlay. Patching of potholes shall be considered an absorbed item.

In order to tie the overlay to the existing pavement elevations, 1½" milling will be required at the BOP and the EOP for a distance of 100 feet and around all concrete curb and gutter as detailed in these documents or as directed by Engineer. Station 1146+12 - 1160+60 will receive cold milling full pavement width, 1½" depth from curb to curb and in parking areas as directed by engineer. Payment for required milling will be made using Pay Item No. 406-A.

The Contractor shall coordinate his activities to insure that milled surfaces are overlaid within Five (5) calendar days from the time they are milled. Any damage to the roadway that occurs as a result of the Contractor's failure to overlay the milled surface within the specified time shall be repaired at the Contractor's expense. The Contractor shall schedule his operations to minimize disruptions to businesses in the Sebastopol area. Ingress and egress to businesses shall be maintained during the life of the project.

The Contractor is responsible for providing shoulder drainage outlets as applicable in milled areas. Payment for these outlets shall be included in the bid price for the milling of bituminous pavement.

During milling operations, the Contractor shall take all precautions necessary to prevent disturbing or damaging any manhole, access point, water valves, drainage structures, or any other object designated by the Engineer that exists in the roadway. The Contractor shall be responsible for the repair and/or replacement of any items listed above. All milling will become property of Contractor. The Contractor shall contact the City of Sebastopol for manhole location and adjustments.

Rumble Stripes will be placed as per the attached typical drawing. This will be paid under Pay Item No. 423-A, Rumble Strip Ground In.

Existing thermoplastic rumble strips will be replaced at Station 10+00 and 16+20 of west bound lane and will replace existing asphalt rumble strips on north and south side of old Hwy 35 Intersection for a total of 4 sets of rumble strips. Thermoplastic Rumble Strips will be absorbed in striping pay items.

- 3 -

Shoulders will be brought to grade using Class 5 Group C granular material as directed. Placement of the granular material on the finished asphalt course will not be permitted. All shoulders shall be bladed, rolled, and compacted to a finished slope of four percent (4%).

Existing raised pavement markers are to be removed prior to beginning the overlay operation. No measurement will be made for separate payment, the cost is to be included in the price for items bid.

Removal of existing bituminous curb and bituminous curb paving will be required at various locations throughout the project as directed by the Engineer and per the attached drawings. Bituminous curb and island paving will also be required at the location shown per the attached detail. The face of all new or existing curb shall be painted with two coats of white traffic paint with glass beads required in the top coat. The cost associated with the painting of new or existing curb is to be included in the price of other items bid.

Temporary stripe, either paint or tape will be required immediately after milling and overlaying and prior to opening area to traffic. Temporary stripe is to be placed in the same location and layout as permanent stripe.

All permanent striping will be thermoplastic. The width of all permanent stripe will be 6 inches or as directed. In addition to these markings, raised pavement markers will be placed at 80 feet intervals in tangents and 40 feet intervals in curves. Adjacent county roads will have raised pavement markers placed at 20' intervals or as directed by the Engineer.

Size 1 Stabilizer Aggregate will be used as directed by engineer on driveways for the purpose of adjusting driveway elevations to match that of the new roadway elevation.

The Contractor shall erect and maintain construction signing, and provide and maintain all temporary signs and traffic control devices necessary to safely conduct traffic through the work area in accordance with the Traffic Control Plan and the MUTCD.

All non-portable signing will be paid under Pay Item No. 619-D1 & 619-D2. Pay item 619-D1 & 619-D2 will include post and hardware required for signing.

All portable signing (lane closures, etc.) will be paid under Pay Item No. 618-A Maintenance of Traffic.

Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated to be black legend and border on white background.

No lane closures will be permitted on the following holidays or the day preceding them: New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In the event of one of the afore mentioned holidays fall during the weekend or on a Monday, **NO** lane closure will be allowed during that weekend of the Friday immediately preceding said holiday.

- 4 -

Otherwise, lane closures resulting in less than the available travel lanes in either direction of travel flow will be permitted at all times other than those listed above or at the Engineers discretion, subject to applicable lane closures.

Incidental work such as removing vegetation, removing and resetting signs or mailboxes, shaping and compacting shoulders, removing excess asphalt material, project clean-up, and other incidental work necessary to complete the project will not be measured for separate payment and will be considered included in the price of items bid.

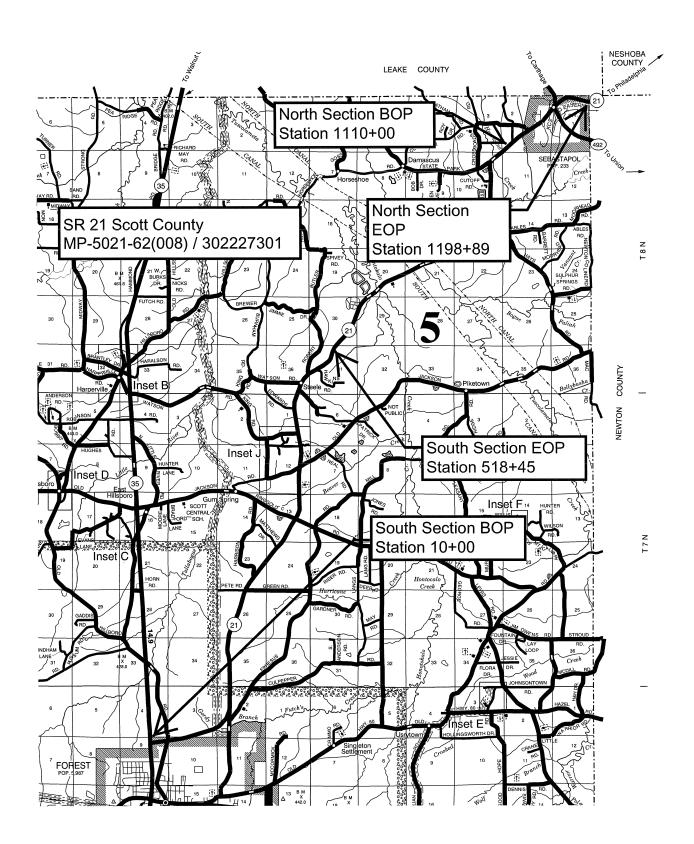
Litter shall be removed from the project right-of-way and properly disposed of by the Contractor at least monthly during the life of the project. Litter shall include solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials, and other miscellaneous debris.

In addition to the monthly litter removal, the Contractor shall, on a daily basis, remove all debris and animal carcasses from within the roadway and maintain a 30 foot clear zone of equipment when construction not in progress.

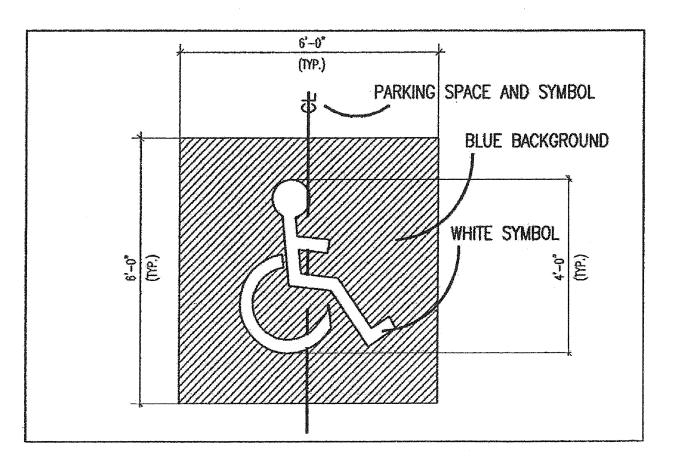
No direct payment will be made for the animal carcasses, litter, and or debris removal; the cost is to be included in the prices of items bid.

Failure of the Contractor to remove animal carcasses, litter and or debris as prescribed herein shall be cause for withholding the monthly estimate payment until the animal carcasses, litter and or debris is satisfactorily removed by the Contractor.

It shall be the responsibility of the Contractor to protect existing structures such as pipes, aprons, bridges, etc., from damage occurring during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment will be made for replacements and or repairs resulting from such damages.

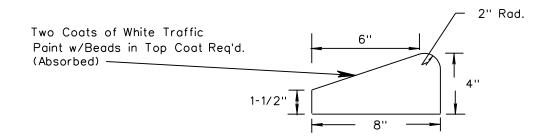


ADA Stripe Detail

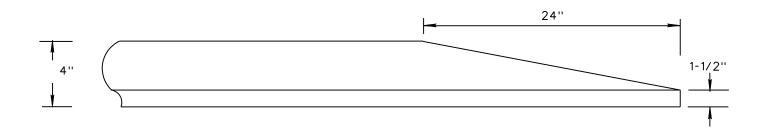


Note: This detail shall be used to replace the existing ADA striping on the project. Payment will be made using the 907-626-H pay item.

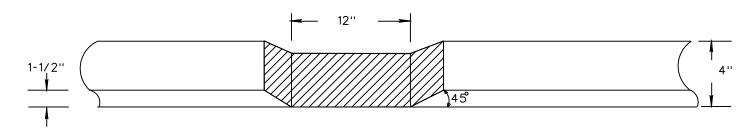
Detail of Bituminous Curb



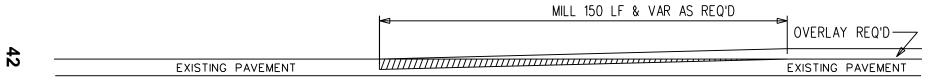
Detail of Curb Terminus



Detail of Spill Thru

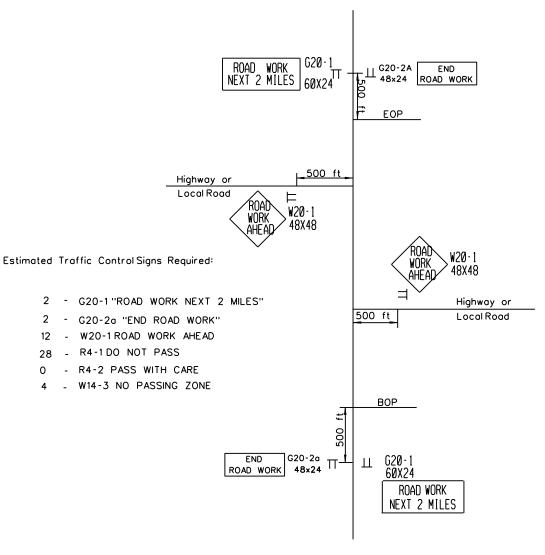


MILLING DETAIL



MILLING AT BOP AND EOP

CONSTRUCTION SIGNING DETAIL



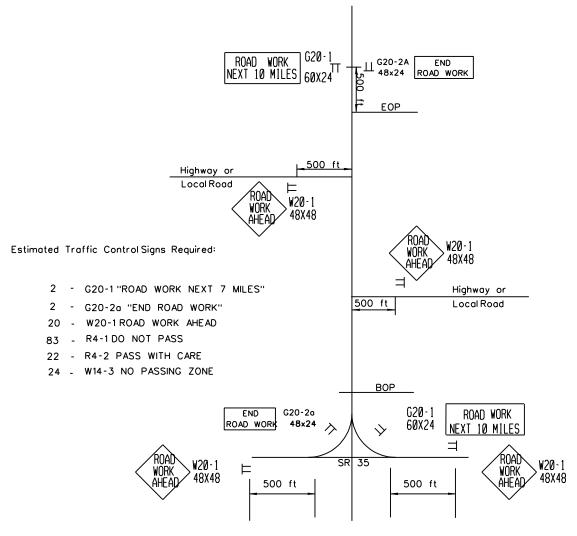
NOTES: One (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each LocalRoad, Street or Highway Entering the Project.

G20-1 and G20-2a signs mounted on Type III Double Faced Barricade. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R4-1 and R4-2 signs, which shall be black legend and border on white background.

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE", and W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3 and as specified in the MUTCD. If No Passing zones are 1000 ft or more, install additional "DO NOT PASS" signs on maximum spacing of 750 ft.

All non-portable signing will be paid under Pay Item No. 619-D1 and 619-D2.
All portable signing (lane closures, etc.) will be paid under Pay Item No. 618-A Maintenance of Traffic.

CONSTRUCTION SIGNING DETAIL

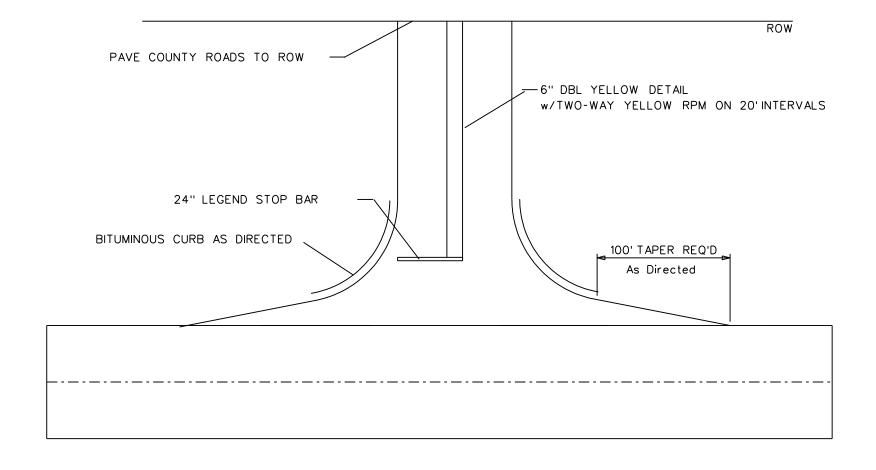


NOTES: One (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each Local Road, Street or Highway Entering the Project.

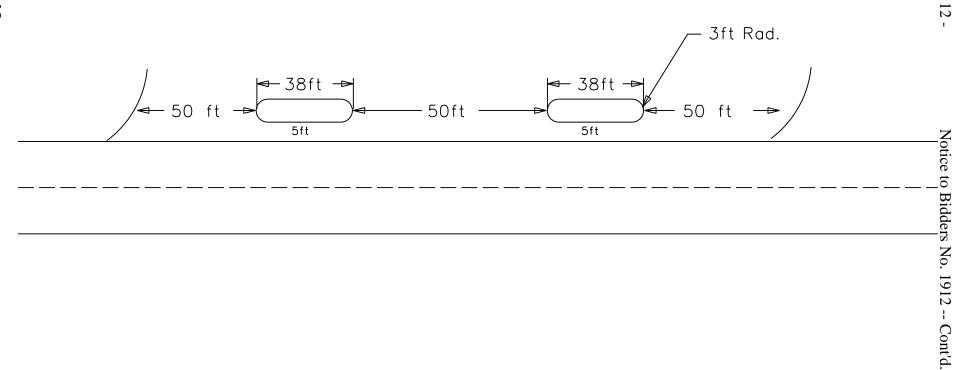
G20-1 and G20-2a signs mounted on Type III Double Faced Barricade. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R4-1 and R4-2 signs, which shall be black legend and border on white background.

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE", and W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3 and as specified in the MUTCD. If No Passing zones are 1000 ft or more, install additional "DO NOT PASS" signs on maximum spacing of 750 ft.

All non-portable signing will be paid under Pay Item No. 619-D1 and 619-D2. All portable signing (lane closures, etc) will be paid under Pay Item No. 618-A Maintenance of Traffic.

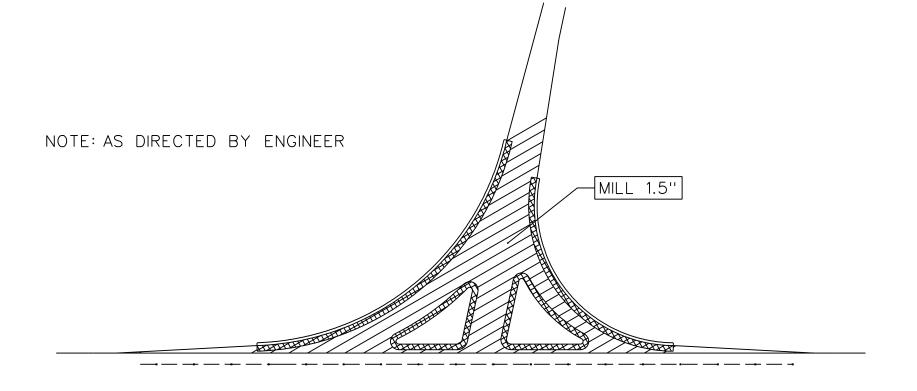


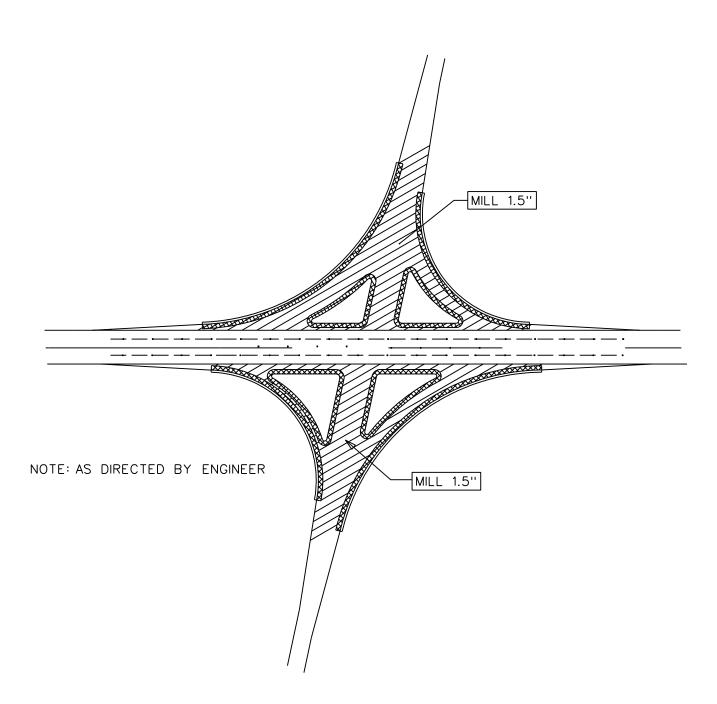
Old Store



46

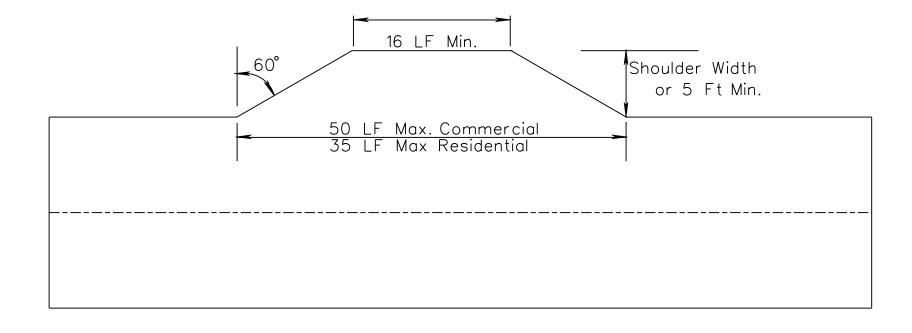
TYPICAL MILLING COUNTY ROAD WITH CHANNELIZED INTERSECTION





48

TYPICAL RAMP/PAD DETAIL



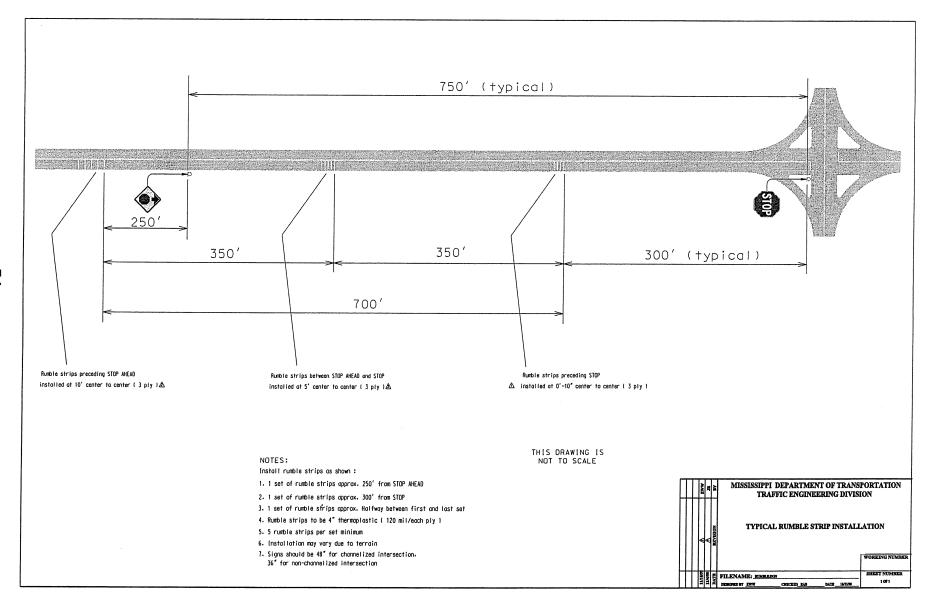
6

Notice to Bidders

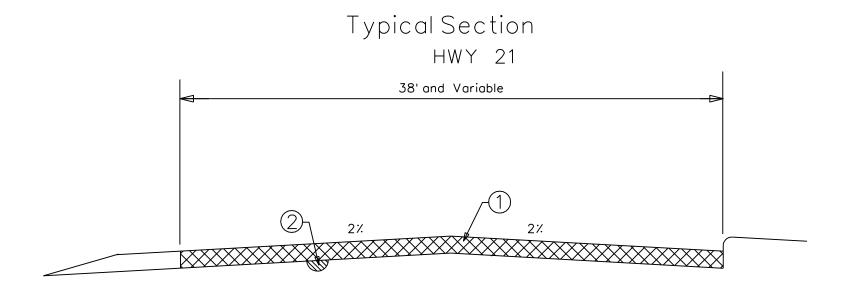
DESIGN TEAM S reeves CHECKED

DATE_08/03/

No. 1912





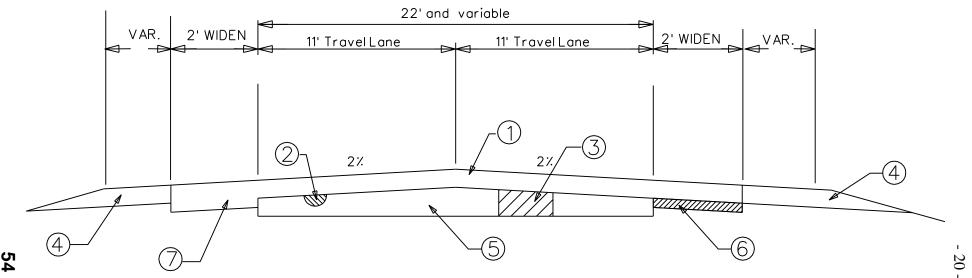


STA,. 1146+12 TO STA 1160+60

- 1 1/2" AND VAR. MILLING ON EXISTING PAVEMENT, REPLACE WITH HMA, 9.5mm MIX, MT
- ② FAILED AREAS TO BE REMOVED AND BACKFILLED WITH HMA, MT, 9.5mm MIX, LEVELING AS DIRECTED

Notice to Bidders No. 1912 -- Cont'd.

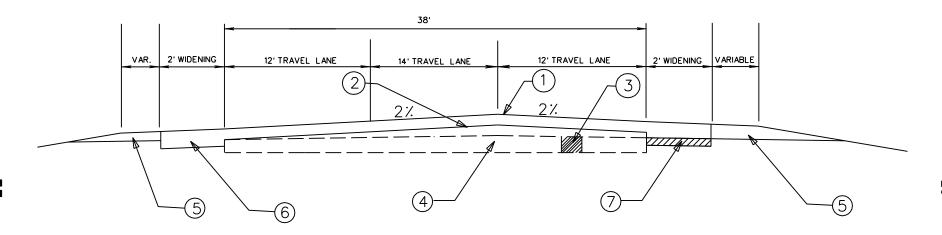
Typical 2 Lane Section HWY 21



STA, 10+00 TO STA 518+45 STA 1160+60 TO 1198+89

- 1 HMA, MT, 9.5mm MIX OVERLAY PLACED 2" @ CL AND 11/2" @ EP
- 2 HMA, MT, 9.5mm MIX, LEVELING, REQUIRED AS DIRECTED
- 3 FAILED AREAS TO BE REMOVED AND BACKFILLED AS DIRECTED WITH HMA, MT, 9.5mm MIX AS DIRECTED
- (4) VARIABLE WIDTH AND DEPTH GRANULAR MATERIAL (CI. 5, Grp. C) AS DIRECTED BY ENGINEER
- (5) EXISTING PAVEMENT STRUCTURE
- 6 3" AND VARIABLE EXCAVATION FOR WIDENING
- \bigcirc 4 $\frac{1}{2}$ " AND VARIABLE HMA, MT, 9.5mm MIX WIDENING (PLACED WITH MAINLINE OVERLAY)

TYPICAL 3 LANE SECTION Sta. 1110+00 - 1146+12



- 2" AND VARIABLE HMA, MT, 9.5mm MIX

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.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-6

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.

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

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.

SPECIAL PROVISION NO. 907-108-11

CODE: (IS)

DATE: 04/21/2006

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

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

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

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

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

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

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

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

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

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.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-2

DATE: 02/26/2008

SUBJECT: Hot Mix Asphalt (HMA)

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

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

- 1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.
- 2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
- 3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92. 0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
- 4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

<u>907-401.03.1.2--Tack Coat.</u> Delete the three sentences of Subsection 401.03.1.2 on page 259, and substitute the following:

Tack coat shall be applied to previously placed HMA and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

<u>907-401.03.1.4--Density</u>. Delete the first sentence of the first paragraph of Subsection 401.03.1.4 on page 259 and substitute the following:

The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day's production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.

CODE: (IS)

SPECIAL PROVISION NO. 907-401-2

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

DATE: 03/30/2007

SUBJECT: Hot Mix Asphalt (HMA)

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

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

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

SPECIAL PROVISION NO. 907-407-1

DATE: 02/26/2008

SUBJECT: Tack Coat

Section 407, Tack Coat, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-407.02.1--Bituminous Material</u>. Delete the second sentence of the first paragraph of Subsection 407.02.1 on page 281, and substitute the following:

When not specified, the materials shall be as specified in Table 410-A on page 293.

<u>907-407.03.3--Application of Bituminous Material</u>. Delete the first paragraph of Subsection 407.03.3 on page 281, and substitute the following

Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Tack coat shall not be applied during wet or cold weather, after sunset, or to a wet surface. Emulsions shall be allowed to "break" prior to superimposed construction.

<u>907-407.05--Basis of Payment</u>. Delete the pay item at the end of Subsection 407.05 on page 282, and substitute the following:

907-407-A: Asphalt for Tack Coat *

- per gallon

CODE: (SP)

* Grade may be specified

CODE: (SP)

SPECIAL PROVISION NO. 907-618-4

DATE: 12/12/2006

SUBJECT: Placement of Temporary Traffic Stripe

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

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

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

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

CODE: (SP)

SPECIAL PROVISION NO. 907-626-4

DATE: 06/10/2004

SUBJECT: Thermoplastic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-626.02--Materials.</u> After the first paragraph of Subsection 626.02.1 on page 443, add the following:

Blue-ADA thermoplastic marking material shall meet the requirements of Subsection 720.02 with the exception that the color shall be blue-ADA.

<u>907-626.04--Method of Measurement.</u> After the last paragraph of Subsection 626.04 on page 446, add the following:

Thermoplastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

<u>907-626.05--Basis of Payment.</u> Delete the first sentence under Subsection 626.05 on page 446 and substitute the following:

Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following pay items after pay item 626-G on page 446.

907-626-G: Thermoplastic Detail Stripe, Blue-ADA - per linear foot 907-626-H: Thermoplastic Legend, Blue-ADA - per square foot 907-626-H: Thermoplastic Legend, Handicap Symbol, Color - per each

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

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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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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.

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for <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			
		Contractor			
	BY	Signature			
	TITLE	0			
	ADDRESS				
	CITY, STATE, ZIP				
	PHONE				
	FAX				
	E-MAIL				
(To be filled in if a corporation)					
Our corporation is chartered under the Laws of the titles and business addresses of the executives are as follows:			and	the	names,
President		Address			
Secretary		Address			
Treasurer		Address			

Revised 09/21/2005

The following is my (our) itemized proposal.

Overlay approximately 11 miles of SR 21 from SR 35 to Newton County Line, known as State Project No. MP-5021-62(008) / 302227301, in the County of Scott, 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	Item Code	Adj	Quantity	Units	Description	Unit Price		Item Amour	nt
No.		Code				Dollar	Ct	Dollar	Ct
					Roadway Items				
0010	202-B005		200	Square Yard	Removal of Asphalt Pavement, All Depths				
0020	202-B038		1,150	Linear Feet	Removal of Curb, All Types				
0030	304-A023	(GY)	3,172	Cubic Yard	Granular Material, LVM, Class 5, Group C				
0040	310-B001	(GY)	200	Cubic Yard	Size I Stabilizer Aggregate, Coarse				
0050	406-A001		15,800	Square Yard	Cold Milling of Bituminous Pavement, All Depths				
0060	423-A001		20	Mile	Rumble Strips, Ground In				
0070	609-E001		1,686	Linear Feet	Bituminous Curb				
0080	613-A001		1	Lump Sum	Adjustment of Castings, Gratings & Utility Appurtenances	XXXXXXXX	XXX		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount
0090	616-B002	(S)	32	Square Yard	Hot Bituminous Median and/or Island Pavement, 4-inch			
0100	618-A001		1	Lump Sum	Maintenance of Traffic	xxxxxxxx	XXX	
0110	619-A1002		43	Mile	Temporary Traffic Stripe, Continuous White			
0120	619-A2002		29	Mile	Temporary Traffic Stripe, Continuous Yellow			
0130	619-A4006		15	Mile	Temporary Traffic Stripe, Skip Yellow			
0140	619-A5001		17,498	Linear Feet	Temporary Traffic Stripe, Detail			
0150	619-A6001		5,104	Linear Feet	Temporary Traffic Stripe, Legend			
0160	619-D1001		861	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet			
0170	619-D2001		562	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More			
0180	626-C002		21	Mile	6" Thermoplastic Edge Stripe, Continuous White			
0190	626-D002		8	Mile	6" Thermoplastic Traffic Stripe, Skip Yellow			
0200	626-E002		14	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow			

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0210	626-G001		13,808	Linear Feet	Thermoplastic Detail Stripe, White		
0220	626-G002		3,822	Linear Feet	Thermoplastic Detail Stripe, Yellow		
0230	626-H002		2,552	Linear Feet	Thermoplastic Legend, White		
0240	627-L001		1,625	Each	Two-Way Yellow Reflective High Performance Raised Markers		
0250	907-403-A010	(BA1)	27,000	Ton	Hot Mix Asphalt, MT, 9.5-mm mixture		
0260	907-403-B006	(BA1)	1,000	Ton	Hot Mix Asphalt, MT, 9.5-mm mixture, Leveling		
0270	907-626-G001		36	Linear Feet	Thermoplastic Detail Stripe, Blue-ADA		
0280	907-626-H002		1	Each	Thermoplastic Legend, Blue-ADA Handicap Symbol		

*** BID CERTIFICATION ***

TOTAL BID	\$_	
BIDDER ACKNOWLEDGES THAT HE/SHE HA THEREIN CONSTITUTE THEIR OFFICIAL BID	*** SIGNATURE STATEMENT *** S CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURAG	CY 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.	County	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.						
C. If option (c) has been selected	ed, 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 a	warded work no	t to excee	ed a total monetary va	alue of \$	·	
I (We) desire to be a	nwarded work no	t to exce	ednumber of	of contracts.		
It is understood that the Missis right to award contracts upon the	ssippi Transporta ne basis of lowes	tion Con t separate	nmission not only rese bids or combination	serves the right to reject bids most advantageous	any and all proposals, but also the sto the State.	
It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.						
I (We), the undersigned, agree to complete each contract on or before its specified completion date.						
SIGNED						
			-			

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

CERTIFICATE

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

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts. NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.) (Individual or Firm) (Address) (Individual or Firm) (Address) (Individual or Firm) (Address) (Individual or Firm) (Address) NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999. Ву _____

<u>CERTIFICATION</u> (Execute in duplicate)

State of Mississippi	
County of	
I <u>,</u>	,
(Name of person signing certification	n)
individually, and in my capacity as(Title	of
(Title	e)
(Name of Firm, Partnership, or Co	do hereby certify under
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-5021-62(008) / 302227301	
in Scott Count directly or indirectly entered into any agreement, participated in any action in restraint of free competitive bidding in connection with this confficers or principal owners.	collusion; or otherwise taken any
Except as noted hereafter, it is further certified that said legal entity a owners, managers, auditors and others in a position of administering fe suspension, debarment, voluntary exclusion or determination of ine pending; nor been suspended, debarred, voluntarily excluded or determined three years by the Mississippi Transportation Commission, the State of federal agency; nor been indicted, convicted or had a civil ju dgment jurisdiction in any matter involving fraud or official misconduct within	deral funds are not currently under eligibility; nor have a debarment ermined ineligible within the past of Mississippi, any other State or a rendered by a court of competent
Initial here "" if exceptions are attached and made a part thereowhom it applies, initiating agency and dates of such action.	of. Any exceptions shall address to
Note: Exceptions will not necessarily result in denial of award but bidder responsibility. Providing false information may result in crim sanctions.	
All of the foregoing and attachments (when indicated) is true and correct	ct.
Executed on	
	Signature
(11/23/92S)	

<u>CERTIFICATION</u> (Execute in duplicate)

State of Mississippi	
County of	-
I,	,
(Name of person sig	ning 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 Uni	ted States and the State of Mississippi that
(Name of Firm, Partnership, or Corp.	, Bidder
(Name of Firm, Partnership, of Corp.	oration)
on Project No. MP-5021-62(008) / 302227301	,
in Scott directly or indirectly entered into any agreement, par action in restraint of free competitive bidding in connect officers or principal owners.	
Except as noted hereafter, it is further certified that sa owners, managers, auditors and others in a position of a suspension, debarment, voluntary exclusion or deterpending; nor been suspended, debarred, voluntarily ethree years by the Mississippi Transportation Commissible federal agency; nor been indicted, convicted or had a jurisdiction in any matter involving fraud or official mississippi Transportation.	administering federal funds are not currently under rmination of ineligibility; nor have a debarment excluded or determined ineligible within the past sion, the State of Mississippi, any other State or a civil judgment rendered by a court of competent
Initial here "" if exceptions are attached and m whom it applies, initiating agency and dates of such act	
Note: Exceptions will not necessarily result in denia bidder responsibility. Providing false information masanctions.	
All of the foregoing and attachments (when indicated)	is true and correct.
Executed on	Signature
(11/23/92S)	, and the second

SECTION 902

512	
CONTRACT FOR <u>MP-5021-62(008)</u> / 30222	27301
LOCATED IN THE COUNTY(IES) OF Scott	
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
undersigned contractor, on the other witnesseth; That, in consideration of the payment by the proposal hereto attached, to the undersigned contract specified in the specifications and the special provise prices stated in the proposal in full compensation for the work contemplated in this contract. It is understood and agreed that the advertising proposal for the contract, the specifications, the revisit the work herein contemplated, said plans showing me and are hereby made a part of this contract by specinstruments had been set out fully herein in words and It is further agreed that for the same consideradamage arising out of the nature of the work aforesa difficulties which may be encountered in the prosecut the work, exceptions being those specifically set out and workmanlike manner according to the approved requirements of the Mississippi Department of Transp. It is further agreed that the work shall be done Executive Director of the Mississippi Department of Funds are involved subject to inspection at all times at the case may be, or the agents of any other Agency Legislature of the State of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved by the Mississippi Transportation Commission and the angle of the state of Mississippi approved the state of Mississippi approved the state o	ation the undersigned contractor shall be responsible for all loss or aid; or from the action of the elements and unforeseen obstructions or ation of the same and for all risks of every description connected with in the contract; and for faithfully completing the whole work in good I Plans, Specifications, Special Provisions, Notice(s) to Bidders and portation. Under the direct supervision and to the complete satisfaction of the Transportation, or his authorized representatives, and when Federal and approval by the Federal Highway Administration, or its agents as and you whose funds are involved in accordance with those Acts of the the Governor and such rules and regulations issued pursuant thereto by
contract shall be deemed to be inserted herein and herein, and, if through mere mistake or otherwise ar party hereto, the contract shall forthwith be physically	l every clause of this Contract, and fully understands the meaning of
Witness our signatures this th	ne, day of
Contractor (s) By	MISSISSIPPI TRANSPORTATION COMMISSION
	ByExecutive Director
Signed and sealed in the presence of: (names and addresses of witnesses)	Executive Director

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, ____, Minute Book No. _____, Page No. _____.

Secretary to the Commission

Revised 8/06/2003

S E C T I O N 9 0 3

CONTRACT BOND FOR: _	MP-5021-62(008) / 302227301
LOCATED IN THE COUNT	Y(IES) OF: Scott
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these preser	nts: that we,
	Principal, a
residing at	in the State of
and	
residing at	in the State of,
	the State of Mississippi, under the laws thereof, as surety, are held and firmly bound in the sum of
(\$) Dollars, lawful money of the United States of America, to be paid
to it for which payment we	ll 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 a	re 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 a	as mentioned in said contract in accordance with the Contract Documents therefor, on
file in the offices of the Miss	issippi Department of Transportation, Jackson, Mississippi.
Now therefore, if the above b	
contained on his (their) part manner and form and furnish the terms of said contract whe said contract and shall maint. Subsection 109.11 of the ap from any loss or damage aris or any other loss or damage we the performance of said wor action instituted by the State authorized in such cases, for	in all things shall stand to and abide by and well and truly observe, singular the terms, covenants, conditions, guarantees and agreements in said contract, to be observed, done, kept and performed and each of them, at the time and in the all of the material and equipment specified in said contract in strict accordance with thick said plans, specifications and special provisions are included in and form a part of ain the said work contemplated until its final completion and acceptance as specified in proved specifications, and save harmless said Mississippi Transportation Commission ing out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in k or in any manner connected therewith, and shall be liable and responsible in a civil at the instance of the Mississippi Transportation Commission or any officer of the State of double any amount in money or property, the State may lose or be overcharged or 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.

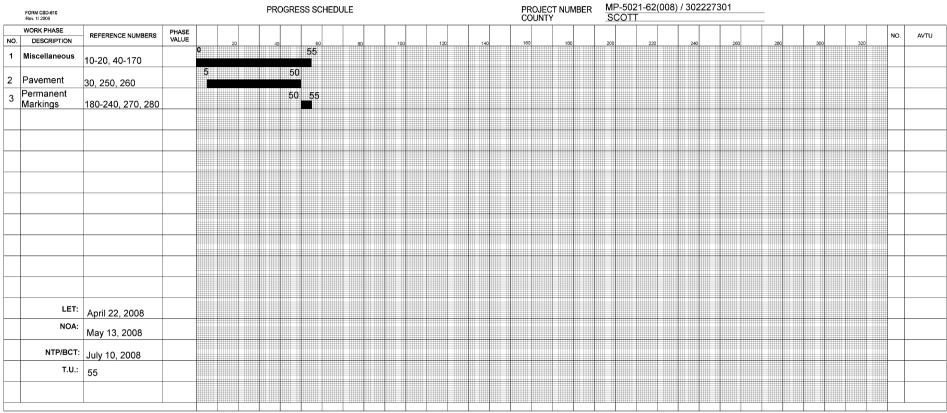
Witness our signatures and seals this the	day of A.D
(Contractors) Principal	Surety
(Contractors) Frincipal	Surety
Ву	By
	(Signature) Attorney in Fact
	Address
Title	<u> </u>
(Contractor's Seal)	Local Mississippi Representative
	(Signature) Local Mississippi Representative
	Address
	(Surety Seal)



BID BOND

Contractor	
Address	
City, State ZIP	
e of	
rmly bound unto <u>State of Mississippi, Jackson, Miss</u>	sissippi
Five Per Cent (5%) of Amount Bid	
Dollars (\$)
made, the said Principal and said Surety, bind ourselly and severally, firmly by these presents.	lves, our heirs,
verlay of approximately 11 miles of SR 21 from SR 52(008) / 302227301, in the County of Scott, State of	
s such that if the aforesaid Principal shall be awarded to a formal contract and give a good and sufficient borect, then this obligation to be void; otherwise the Principal and to perform the work if the latter amount be in excess of am hereof.	nd to secure the cipal and Surety the amount for
, 2008	
(Principal)	(Seal)
By:	
(Title)	
(Surety)	(Seal)
Dyn	
(Attorney-in-Fact)	
	City, State ZIP City, State ZIP City, State ZIP Cive Per Cent (5%) of Amount Bid Dollars (\$

Bid bond must be signed or countersigned by a qualified Mississippi resident agent and the bidder as per Section 102.08 of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.



This Progress Schedule does not indicate breaks in the contract time during December, January, and February.

Per Section 108 of the Specifications, during the months of December, January, and February, time will only be assessed in the Miscellaneous Phase.

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

		DATE:
PROJECT:	MP-5021-62(008) / 30222730)1
COUNTIES:	Scott	
LOCATION:	: Overlay of approximately 1: Line.	1 miles of SR 21 from SR 35 to Newton County
_	posted limit for any such b	for transporting loads ridge located on State designated routes within the t vehicles comply with all other governing statutory
for materials contractors an and no other	and equipment utilized in cod vendors upon written permis	routes from the point of origin to the point of delivery onstruction of said project and also valid for sub- ssion of the Contractor. The permit is non-transferable ges will be issued to other individuals, vendors, or
1 0	so a copy of the Contractor's	ed in all vehicles operating under the authority of this swritten permission when the vehicle is other than
	e with State law, the above no vehicles operating under this p	amed Contractor will be liable for damages directly permit.
		EXECUTIVE DIRECTOR