MDOT Use Only Checked	
SM No. CMP700000671 PROPOSAL AND CONTRACT DOCUMENTS	
FOR THE CONSTRUCTION OF	
(EXEMPT)	
8 Chip seal of approximately 56 miles of roadway in District 7, known as State Project No. MP-7000-00(067) / 303406301, Districtwide in District 7, State of Mississippi. Project Completion: October 24, 2008	
NOTICE	
BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID ON THIS PROJECT.	
Electronic addendum updates will be posted on www.goMDOT.com	
SECTION 900 OF THE CURRENT (2004) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI	

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

- All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- \_\_\_\_\_ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- \_\_\_\_\_ First sheet of SECTION 905--PROPOSAL has been completed.
- \_\_\_\_\_ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- \_\_\_\_\_ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- \_\_\_\_\_ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 PROPOSAL.
- \_\_\_\_\_ Form OCR-485, when required by contract, has been completed and <u>signed</u>.
- \_\_\_\_\_ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been <u>signed</u>.
- Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- Equal Opportunity Clause Certification, when included in contract, has been completed and <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. A bid bond has been <u>signed by the bidder</u> and has also been <u>signed or countersigned by a Mississippi Resident Agent for the Surety</u> with Power of Attorney attached.
- \_\_\_\_\_ 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.

### **TABLE OF CONTENTS**

#### PROJECT: MP-7000-00(067) / 303406301 – Districtwide – District 7

901--Advertisement

- 904--Notice to Bidders: Governing Specs. # 1 On-The-Job Training Program - # 777 Payroll Requirements - # 883 Standard Drawings - # 1339 Errata & Modifications to 2004 Standard Specifications - #1405 Advancement of Materials - #1546 Federal Bridge Formula - #1928 Petroleum Products Base Price - #2013 Contract Time - # 2021 Scope of Work - # 2022
- 907-105-3: Cooperation By Contractors, <u>W/Supplement</u>
- 907-107-1: Liability Insurance, W/Supplement
- 907-107-6: Legal Relations & Responsibility to Public, <u>W/Supplement</u>
- 907-108-11: Prosecution and Progress, <u>W/Supplement</u>
- 907-108-16: Additional Construction Provisions
- 907-109-3: Partial Payment, <u>W/Supplement</u>
- 907-618-1: Additional Signing Requirements, <u>W/Supplement</u>
- 907-618-4: Placement of Temporary Traffic Stripe
- 906-3: MDOT On-the-Job Training Program
- 906-6: MDOT On-the-Job Training Program Alternate Program

SECTION 905 - PROPOSAL, PROPOSAL SHEET NOS. 2-1 THRU 2-4, COMBINATION BID PROPOSAL, STATE BOARD OF CONTRACTORS REQUIREMENTS, NON-COLLUSION CERTIFICATE, SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM, 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 <u>9:30 o'clock A.M., Tuesday, July 22,</u> <u>2008</u>; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until <u>10:00 o'clock A.M., Tuesday, July</u> 22, 2008, and shortly thereafter publicly opened for:

Chip seal of approximately 56 miles of roadway in District 7, known as State Project No. MP-7000-00(067) / 303406301, Districtwide in District 7, 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 <u>www.gomdot.com</u>.

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

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

CODE: (IS)

#### DATE: 05/03/2004

### **SUBJECT:** Governing Specifications

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

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

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

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

CODE: (IS)

## DATE: 04/13/2006

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

Payment for training hours will be handled as outlined in Special Provision 906-6. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-6).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

## SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

#### DATE: 04/28/2006

### **SUBJECT:** Payroll Requirements

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

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

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

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

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

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

## **SECTION 904 – NOTICE TO BIDDERS NO. 1339**

CODE: (SP)

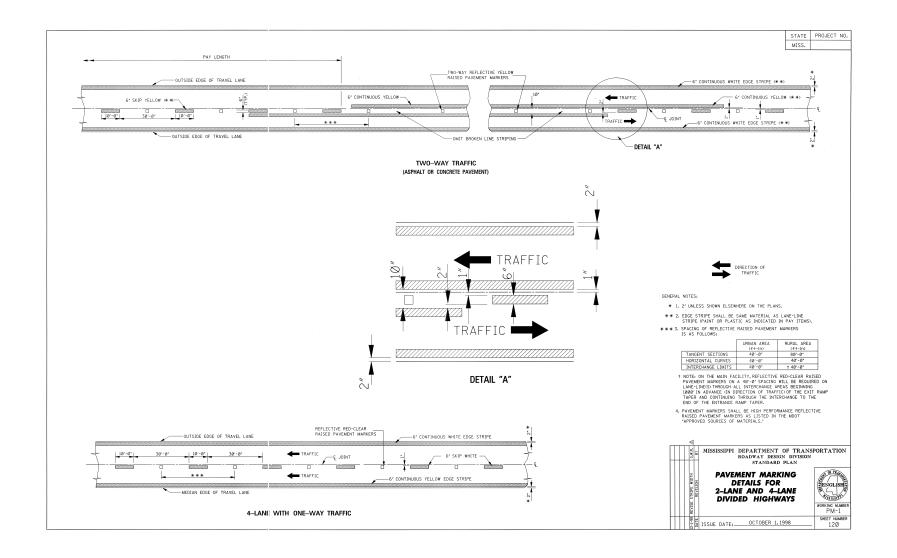
DATE: 02/16/2007

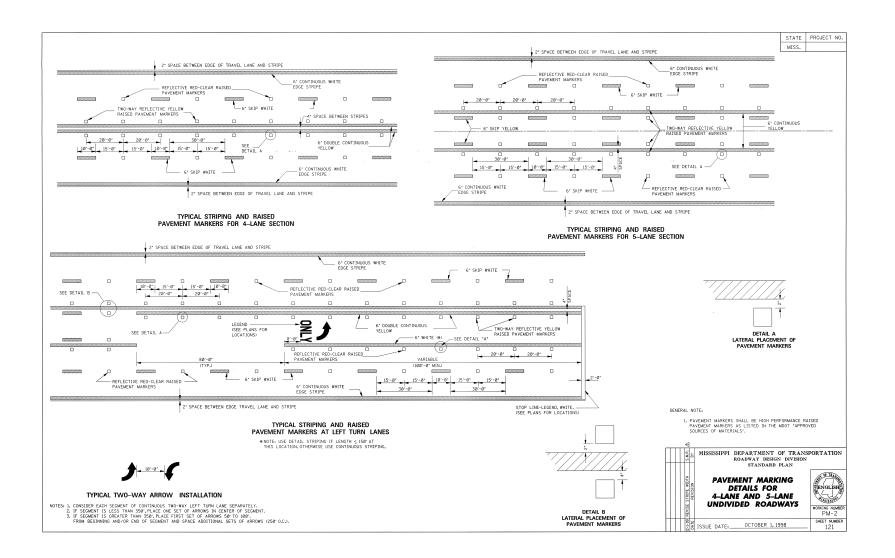
### **SUBJECT:** Standard Drawings

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

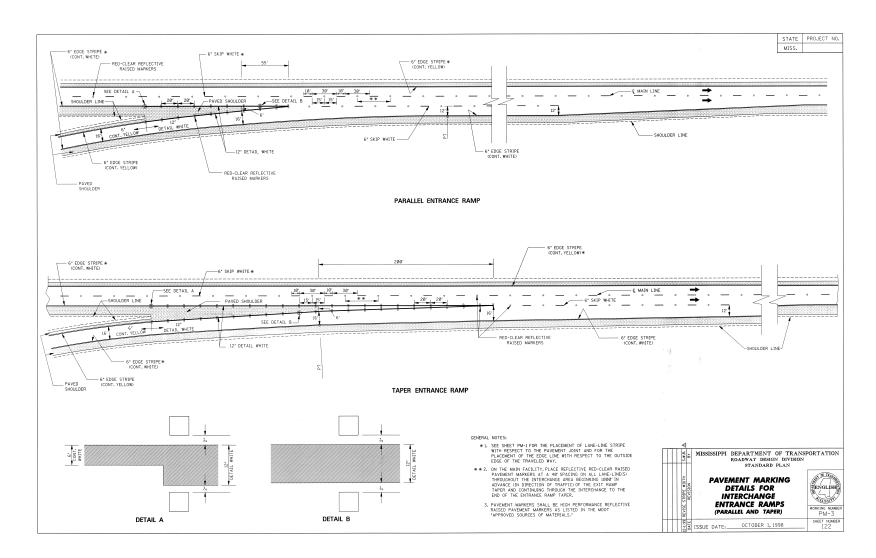
Larger copies of Standard Drawings may be purchased from:

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: <u>plans@mdot.state.ms.us</u>

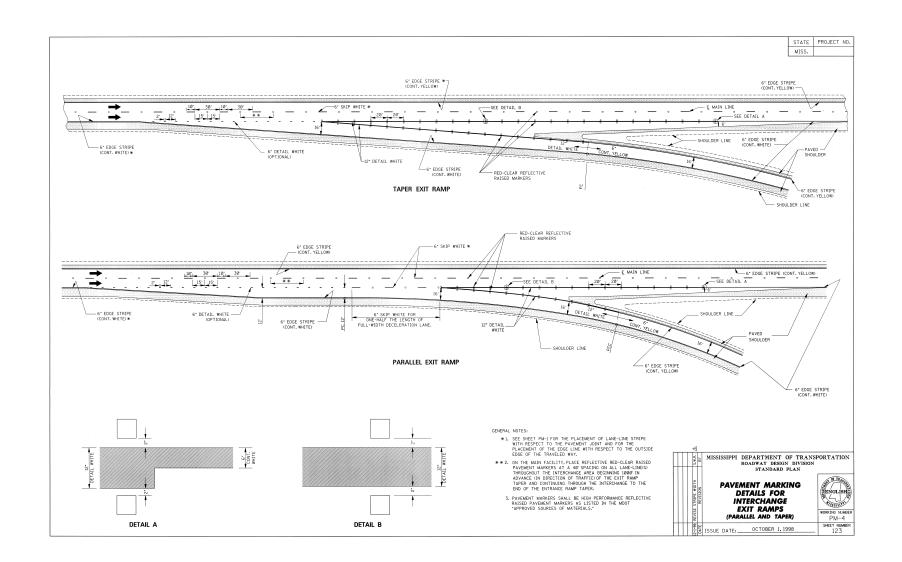


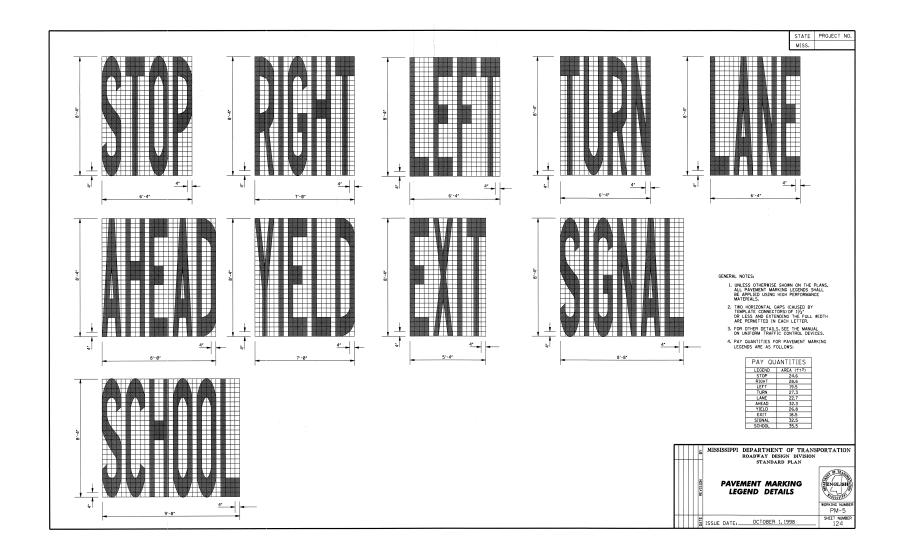


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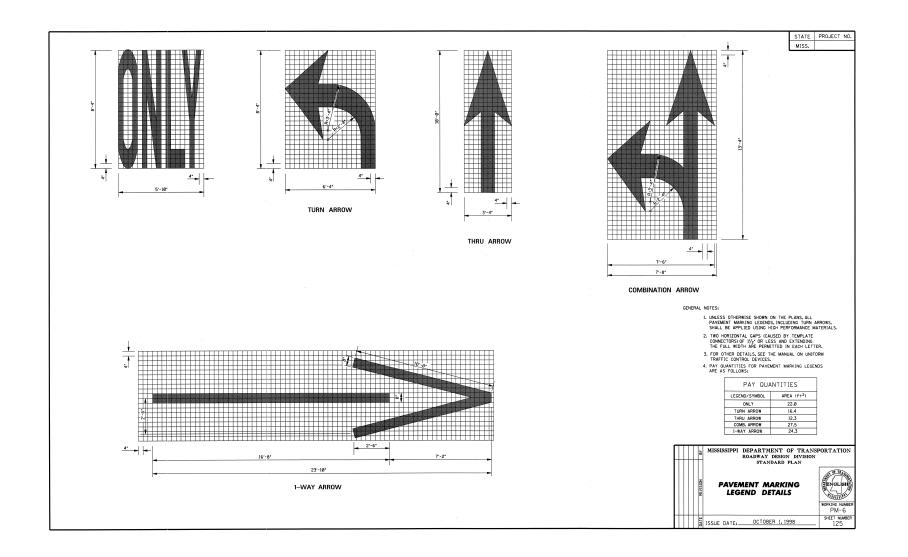


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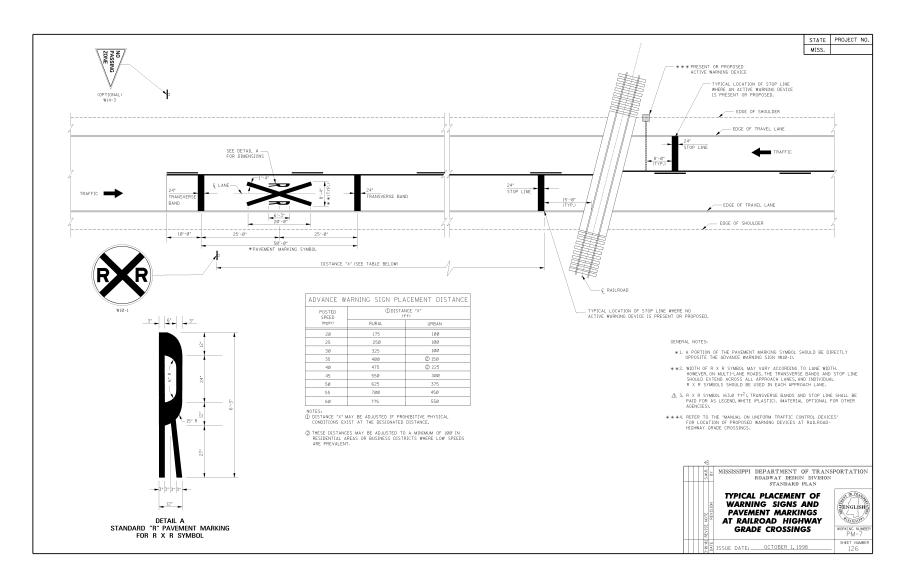


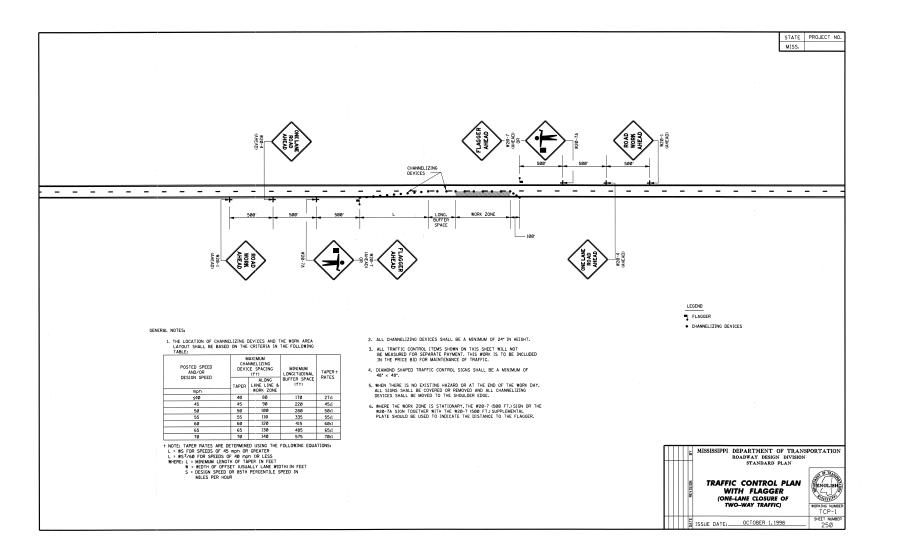


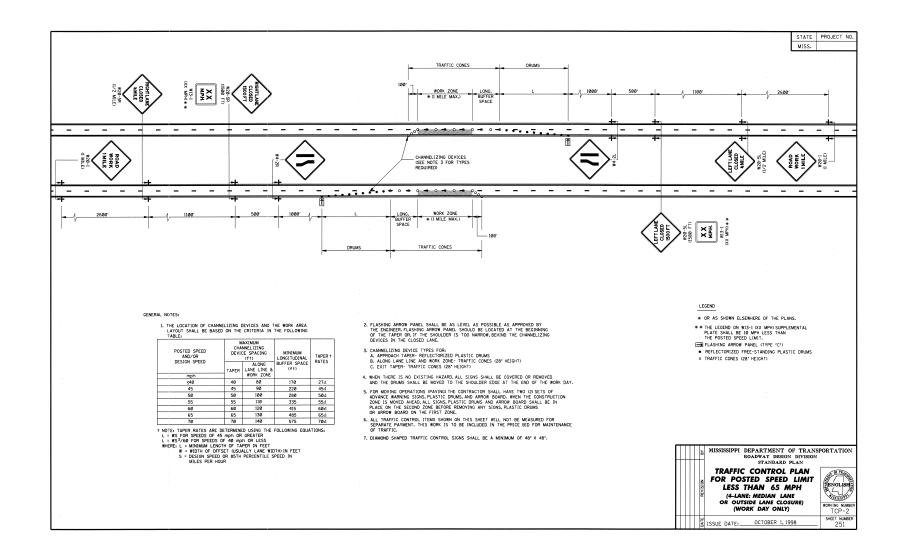
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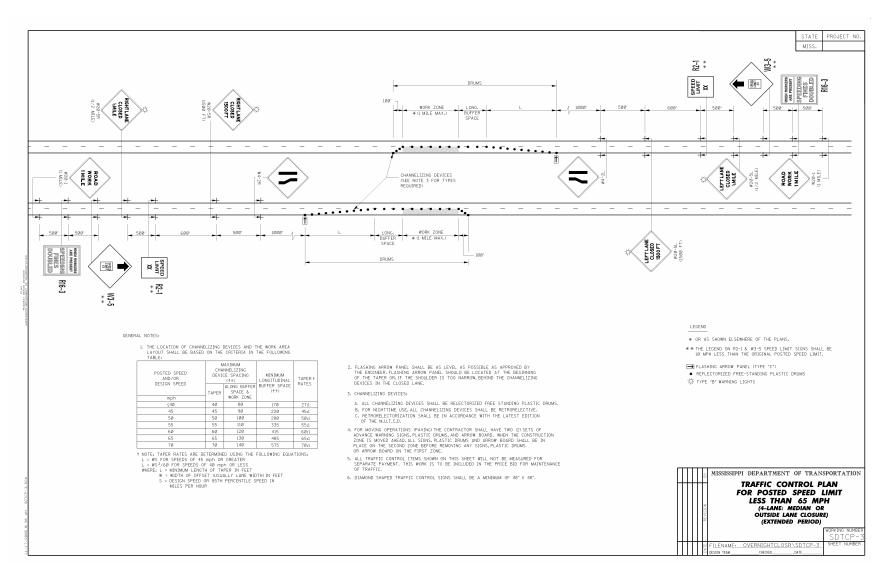


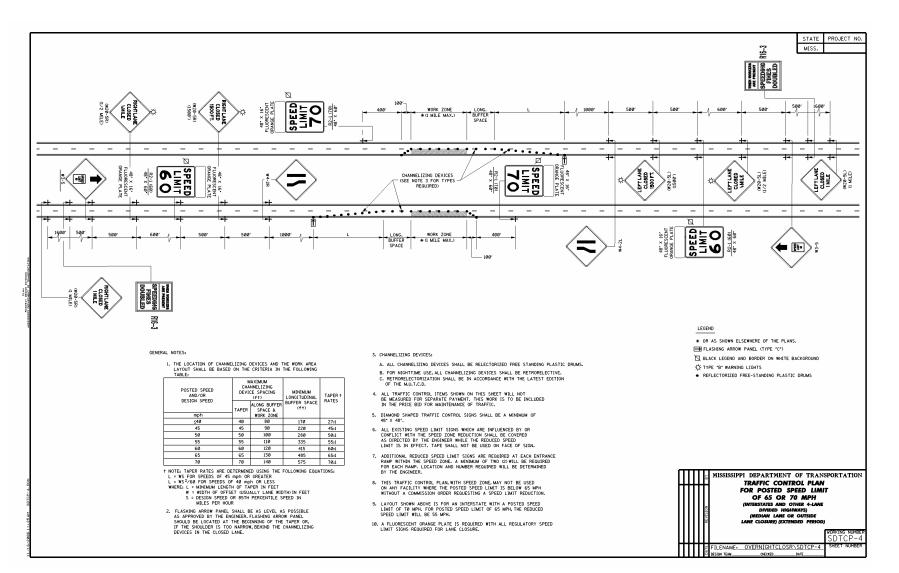
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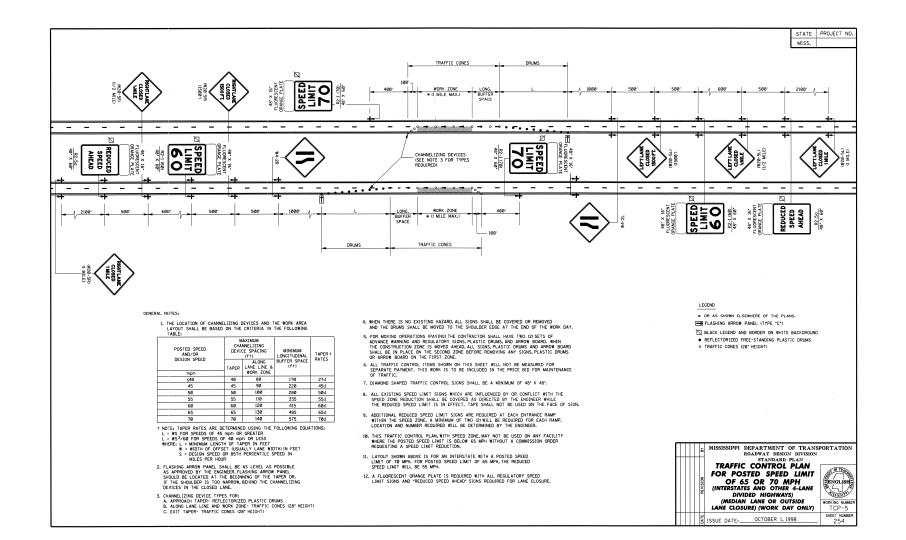


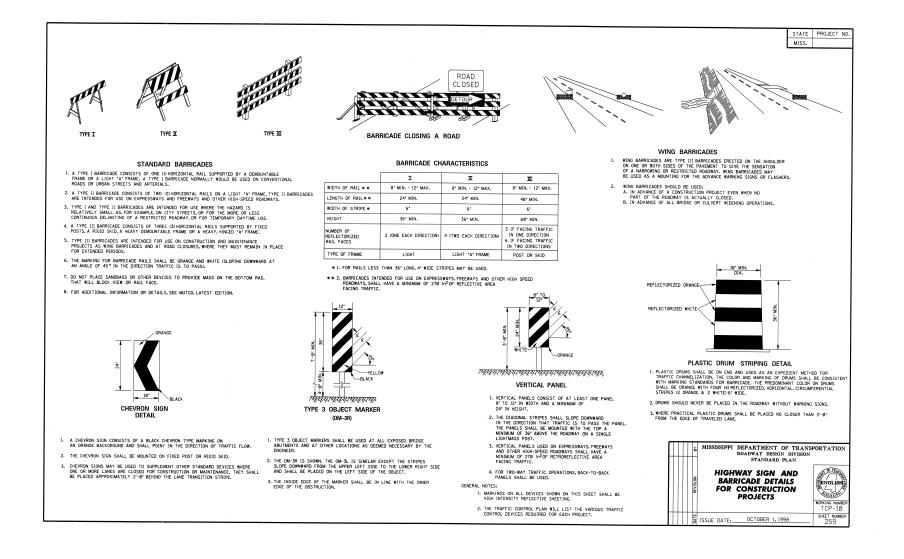




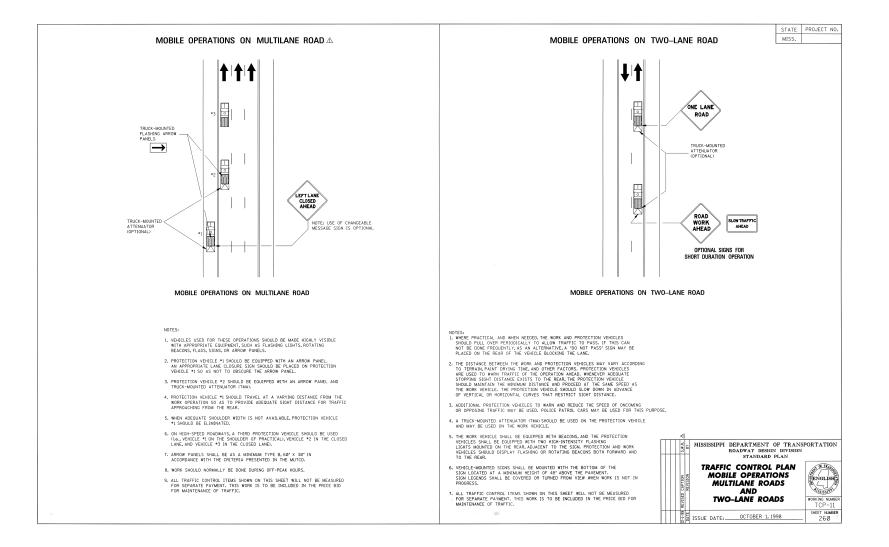


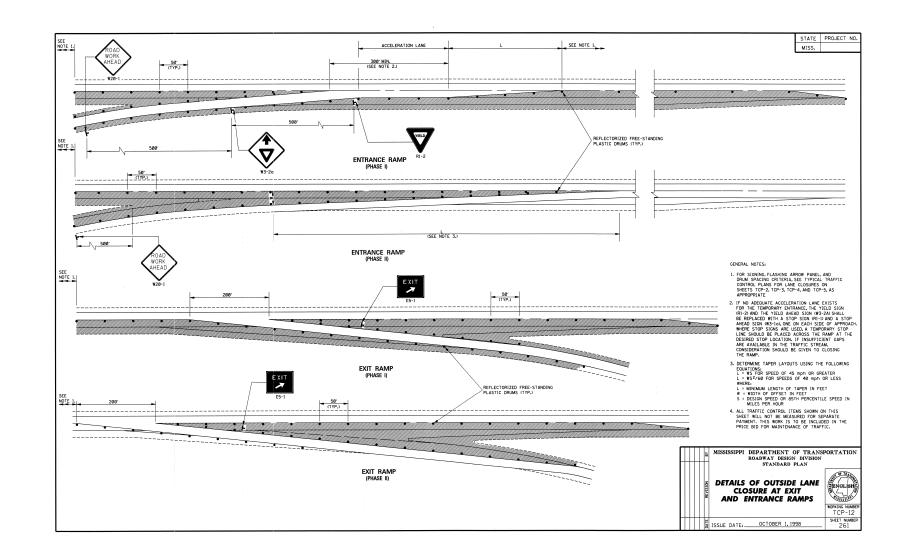
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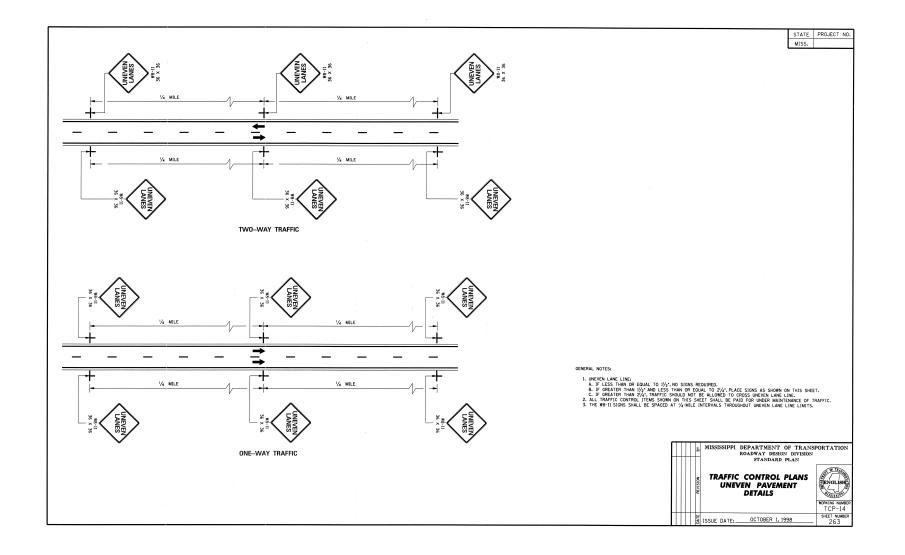




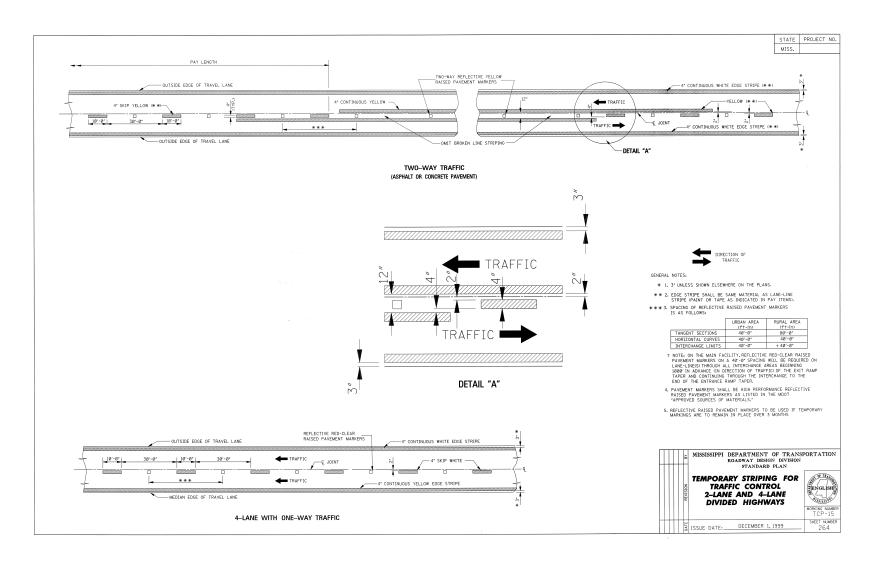
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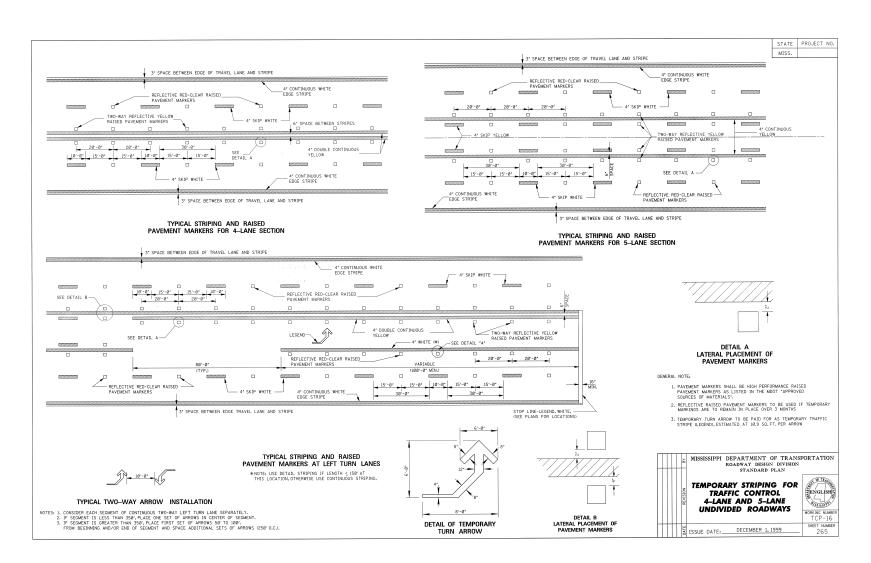






- 17





# SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	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".

- 2 -

618 703.13.1 In the first sentence of the first paragraph, change "703.09" to "703.06".

- 3 -

- 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".

- 4 -

## **SECTION 904 - NOTICE TO BIDDERS NO. 1546**

CODE: (SP)

DATE: 05/23/2007

## **SUBJECT:** Advancement of Materials

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

## SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

## SUBJECT: Federal Bridge Formula

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

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

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

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

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\_page.htm

## **SECTION 904 – NOTICE TO BIDDERS NO. 2013**

CODE: (SP)

DATE: 6/10/2008

SUBJECT: Petroleum Products Base Prices For Contracts Let in July, 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:

	<b>FUELS</b>	
	Per Gallon	Per Liter
Gasoline	\$3.8426	\$1.0151
Diesel	\$4.4550	\$1.1769

#### MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	\$2.1834	\$518.00	\$0.5768	\$570.99
Viscosity Grade AC-10	\$2.1953	\$520.83	\$0.5799	\$574.11
Viscosity Grade AC-20	\$2.1707	\$515.00	\$0.5734	\$567.68
Viscosity Grade AC-30	\$2.1497	\$510.00	\$0.5679	\$562.17
Grade PG 64-22	\$2.1256	\$504.29	\$0.5615	\$555.88
Grade PG 67-22	\$2.1581	\$512.00	\$0.5701	\$564.37
Grade PG 76-22	\$2.6449	\$627.50	\$0.6987	\$691.69
Grade PG 82-22	\$2.9365	\$696.67	\$0.7757	\$767.93
EMULSIFIED ASPHALTS				
Grade EA-4 (SS-1)	\$1.7250		\$0.4557	
Grade RS-2C (CRS-2)	\$1.6685		\$0.4408	
Grade CRS-2P	\$1.9401		\$0.5125	
PRIMES				
Grade EA-1 & MC-70	\$2.8989		\$0.7658	

## SECTION 904 - NOTICE TO BIDDERS NO. 2021

CODE: (SP)

**DATE:** June 4, 2008

SUBJECT: Contract Time

## PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 24, 2008</u> which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued by not later than <u>August 12, 2008</u>. The date for the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

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

## SECTION 904-NOTICE TO BIDDERS NO. 2022

CODE: (SP)

DATE: 05/23/2008

**SUBJECT:** Scope of Work

## PROJECT: MP-7000-00(067) / 303406301 -- Districtwide 7

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

The work to be accomplished using the pay items and corresponding specifications set forth in the contract is to place a single bituminous surface treatment as described below on approximately fifty-five and sixty-two tenths (55.62) miles of roadway in District Seven, as shown on the attached maps.

The routes included are:

- 1: Approximately 17.4 miles of US 98 in Pike County
- 2: Approximately 6.4 miles of SR 44 in Pike County
- 3: Approximately 9.5 miles of SR 570 in Pike County
- 4: Approximately 5.3 miles of SR 583 in Lincoln County
- 5: Approximately 14.1 miles of US 51 in Lincoln County
- 6: Approximately 2.8 miles of SR 44 in Walthall County

The location of the bituminous surface treatment on each route is as follows:

- 1: US Hwy 98 beginning at the divided four lane and then run east for 8.718 miles to the Pike/Walthall County Line.
- 2: Hwy 44 beginning at the east end of the Bogue Chitto River bridge then proceeds east for 6.44 miles to the Pike/Walthall County Line.
- 3: Hwy 570 beginning at Maddox Street then runs east for 9.49 miles to the EOM at Felders Campground.
- 4: Hwy 583 beginning just south of the intersection of SR 583 and US 84 then proceed south for 5.345 to 0.2 miles north of Topisaw Drive.
- 5: US Hwy 51 beginning at the Pike/Lincoln County Line then proceed north for 13.831miles to just south of the junction of US 84.
- 6: Hwy 44 beginning at the Pike/Walthall County Line then proceed east for 2.840 miles to just west of the intersection of SR 583 and SR 44.

In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. The following appropriate items of work shall be begun and **continually prosecuted** in the order listed:

- 2 -

- 1: The bituminous surface treatment shall be placed utilizing ten (10), eleven (11), twelve (12), and fourteen (14) foot wide courses, varying with the actual width of the existing roadways. Any patching required shall be performed by MDOT forces prior to the contract being let.
- 2: The existing raised pavement markers and rumble strips shall be removed before the seal is placed. Any damage occurring to the existing pavement during the removal of these items shall be repaired before the seal is placed. There will be no direct payment for this work, but the cost of this work will be absorbed in other bid items.
- 3: Payment for the bituminous surface treatment will be made under Pay Item No. 410-A, Asphalt for Surface Treatment (CRS-2P) and 410-C, Seal Aggregate Cover Material (Size 89) (Stone). The final course will be paid based on ten (10), eleven (11), twelve (12) foot or fourteen (14) foot seal widths and will be field measured only to verify the minimum width.
- 4: Existing bridges that have been overlaid with asphalt will be sealed. If necessary, bridge approaches will be repaired by MDOT forces and will not be the responsibility of the Contractor, unless damaged by the Contractors operations. Coordination with MDOT Maintenance forces may be required.
- 5: The Contractor shall provide all signs and traffic control devices necessary to safely maintain traffic around or through the work zone areas, with a <u>MAXIMUM</u> permissible construction zone of three thousand (3000) feet, as directed by the Engineer, who may reduce the length of the construction zone and whose judgment is final.
- 6: Placement of Temporary Traffic Stripe on the centerline daily as per Subsection 618.0303 of the Standard Specifications.
- 7: Place permanent pavement markings (Painted Traffic Stripe, High Performance Cold Plastic Stripe on the concrete bridge decks and Chip Seal Reflective Raised Pavement Markers) as required.
- 8: County roads, cross-overs and aprons will not be sealed but the county roads and cross-overs shall be swept and cleaned and permanent pavement markings placed on this project.

Incidental work that is necessary to complete the work will not be paid for in direct compensation and will be considered included in the bid prices for the listed items.

# **DUE TO PUBLIC SAFETY CONCERNS:**

1: The length of construction zone established by the Engineer will not be the basis for any claim against MDOT.

- 3 -

- 2: The work zone may not be established prior to 8:30 AM neither can any non-emergency work be accomplished in the travel way prior to 8:30 AM. Work zone quitting time is defined in the Standard Specification.
- 3: The Contractor shall coordinate with school officials to make certain the operations do not interfere with the school bus schedules and car pickup schedules.

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-3

### DATE: 03/31/2008

## **SUBJECT:** Cooperation By Contractor

Delete the first sentence of the first paragraph inder 907-105-05 on page 1, and substitute the following:

On projects that include erosion control pay items, 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.

### SPECIAL PROVISION NO. 907-105-3

CODE: (IS)

### DATE: 02/14/2006

### SUBJECT: Cooperation By Contractor

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

<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. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

## 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".

### **SPECIAL PROVISION NO. 907-107-1**

CODE: (IS)

DATE: 05/03/2004

### SUBJECT: Liability Insurance

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

<u>907-107.14.2--Liability Insurance</u>. Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

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

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-6

### DATE: 11/16/2007

### SUBJECT: Legal Relations and Responsibility to Public

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

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

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

### SPECIAL PROVISION NO. 907-107-6

CODE: (IS)

DATE: 07/03/2007

### **SUBJECT:** Legal Relations and Responsibility to Public

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

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

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

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

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

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

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-11

### DATE: 03/31/2008

### **SUBJECT:** Contract Time Assessment

Delete the first sentence of the first paragraph of Subsection 907-108.06.1.2 on page 1, and substitute the following:

When the physical features of the controlling 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.

### 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.

<u>907-108.01.1--General</u>. 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.

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

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.

**<u>907-108.06.1.2--Contract Time Assessment.</u>** 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:

- 2 -

### SPECIAL PROVISION NO. 907-108-16

CODE: (SP)

### DATE: 05/14/2008

### **SUBJECT:** Additional Construction Provisions

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

Delete in toto Subsection 108.06.2.1 starting on page 83 and substitute the following:

**907-108-06.2.1--Specified Completion Date.** The term Specified Completion Date as used in this contract will mean the calendar date for completion of the work as shown in the Notice to Bidders entitled "Contract Time". The Specified Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a hurricane, tornado, earthquake, a declared state of emergency, or the following. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar day thereafter to complete any necessary items of work. If after the end of the 14 calendar day suspension all necessary items of work are not finished and the specified complete the items at which time liquidated damages will be charged according to Subsection 108.07. If after the end of the 14 calendar day suspension all necessary items of work are not finished and the specified complete the items at which time liquidated damages will be charged according to Subsection 108.07. If after the end of the 14 calendar day suspension all necessary items of work are not finished and the specified completion 108.07.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the contract, including, but not limited to, work performed, work deleted, quantity adjustments, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other Contractors, actions by third parties, weather, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this contract, and shall not extend the Specified Completion Date. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the necessary items of work prior to Specified Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a hurricane, tornado, earthquake, or a declared state of emergency, directly and substantially affecting the Contractor's operations on the contract, the Contractor and the Department shall agree as to the number of calendar days to extend the Specified Completion Date. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the Specified Completion Date, the Department will unilaterally determine the

number of calendar days to extend the Specified Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save, and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

The Contractor shall have no rights under the contract to make any claim arising out of this provision except as is expressly set forth in this Special Provision.

Completion and acceptance of the contract for purposes other than this Special Provision shall be in accordance with Subsection 109.11 of the Standard Specifications.

Should the Contractor fail to complete the necessary items of work for completion on or before the Specified Completion Date, the applicable daily liquidated damages in Subsection 108.07 of the Standard Specification remain in effect.

## 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:</u>

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:

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

CODE: (IS)

DATE: 04/21/2006

### **SUBJECT:** Partial Payment

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

<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:</u>

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. 907-618-1

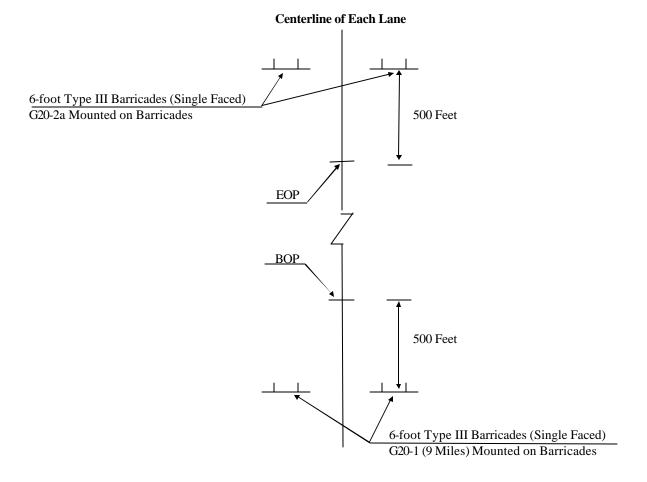
**DATE:** June 4, 2008

PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

#### PIKE COUNTY US 98

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

<u>15</u> - W20-1 (AHEAD) signs required. One (1) sign is required at each local road or street entering the project.

All Construction signing is included in the bid for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs.

- 2 -

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

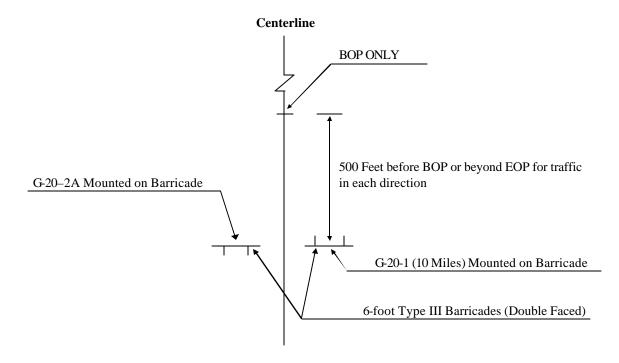
#### **DATE:** June 4, 2008

### PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

### **PIKE COUNTY HWY 44**

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



#### PLACED AT THE BOP OF THE PROJECT ONLY

#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- <u>17</u> W20-1 (AHEAD) signs required. One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.
- 71 R4 -1 "DO NOT PASS" signs required.
- 21 R4 -2 "PASS WITH CARE" signs required.
- 22 W14 -3 "NO PASSING ZONE" signs required.

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, attached drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs per attached drawing.

- 3 -

SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

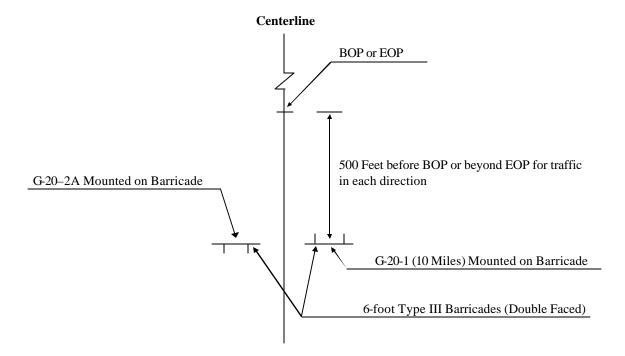
**DATE:** June 4, 2008

PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

### PIKE COUNTY HWY 570

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- 21 W20-1 (AHEAD) signs required. One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.
- 222 R4 -1 "DO NOT PASS" signs required.
- <u>11</u> R4 -2 "PASS WITH CARE" signs required.
- <u>14</u> W14 -3 "NO PASSING ZONE" signs required.

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, attached drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs per attached drawing.

- 4 -

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

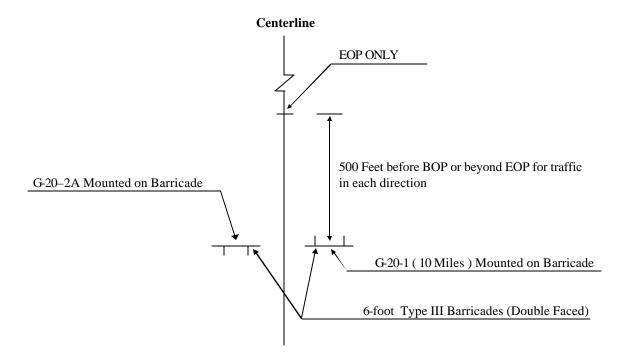
### **DATE:** June 4, 2008

### PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

### WALTHALL COUNTY HWY 44

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



#### PLACED AT THE EOP AT INTERSECTION OF SR 583

ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- <u>6</u> W20-1 (AHEAD) signs required. One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.
- 48 R4 -1 "DO NOT PASS" signs required.
- <u>6</u> R4 -2 "PASS WITH CARE" signs required.
- **8** W14 3 "NO PASSING ZONE" signs required.

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, attached drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs per attached drawing.

- 5 -

SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

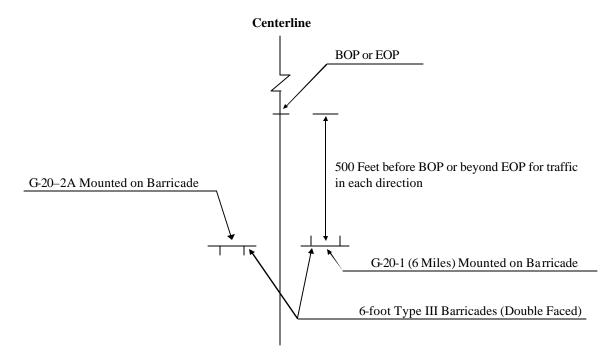
# DATE: June 4, 2008

# PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

## LINCOLN COUNTY HWY 583

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



## ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- <u>8</u> W20-1 (AHEAD) signs required. One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.
- <u>118</u> R4 -1 "DO NOT PASS" signs required.
- <u>8</u> R4 -2 "PASS WITH CARE" signs required.
- <u>10</u> W14 -3 "NO PASSING ZONE" signs required.

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, attached drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs per attached drawing.

- 6 -

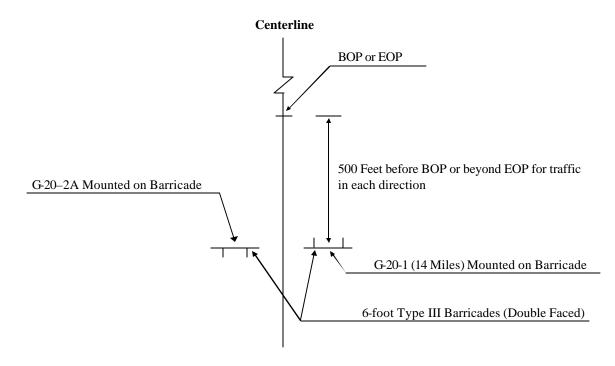
### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

### **DATE:** June 4, 2008

### PROJECT: MP-7000-00(067) / 303406301 – Districtwide District 7

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- <u>31</u> W20-1 (AHEAD) signs required. One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.
- 276 R4 -1 "DO NOT PASS" signs required.
- 21 R4 -2 "PASS WITH CARE" signs required.
- <u>21</u> W14 -3 "NO PASSING ZONE" signs required.

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, attached drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs per attached drawing.

### **SPECIAL PROVISION NO. 907-618-1**

CODE: (SP)

DATE: 04/29/2004

### **SUBJECT:** Additional Signing Requirements

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.

<u>**907-618.01.2--Traffic Control Plan**</u>. At the end of Subsection 618.01.2 on page 413, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various location throughout the project. Payment for these signs will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

### **SPECIAL PROVISION NO. 907-618-4**

CODE: (SP)

DATE: 12/12/2006

### SUBJECT: Placement of Temporary Traffic Stripe

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

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

(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.

## **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

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

Page 2 of 3

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

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

#### Page 3 of 3

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

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

### CONTRACTOR RESPONSIBILITY

- 1. Trainees must be identified on payrolls (i.e. dragline trainee).
- 2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the OJT Termination Report.
- 3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
- 4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Office of Civil Rights with an explanation (*refer to <u>2</u> 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.
- <u>NOTE:</u> 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 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## $S \ E \ C \ T \ I \ O \ N \quad 9 \ 0 \ 5 \ -- \ P \ R \ O \ P \ O \ S \ A \ L \quad (CONTINUED)$

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			
	BY				
	D1	Signature			
	TITLE				,
	ADDRESS				
	CITY, STATE, ZIP				
	PHONE				
	FAX				
	E-MAIL				
(To be filled in if a corporation)					
Our corporation is chartered under the Laws titles and business addresses of the executives are as			and	the	names,
President		Address			
Secretary		Address			
Treasurer		Address			
The following is my (our) itemized proposal.					

Section 905 Proposal (Sheet 2 - 1)

Chip seal of approximately 56 miles of roadway in District 7, known as State Project No. MP-7000-00(067) / 303406301, Districtwide in District 7, 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	Item Code	tem Code Adj Quantity Units Description		Units Description	Unit Price	Unit Price		Item Amount	
No.			Dollar	Ct	Dollar	Ct			
					Roadway Items	-			-
0010	202-B076		7,165	Linear Feet	Removal of Traffic Stripe				
0020	410-A002	(A2)	331,801	Gallon	Asphalt for Surface Treatment, Grade CRS-2P				
0030	410-C002	(GY )	8,193	Cubic Yard	Seal Aggregate Cover Material, Size 89, Stone				
0040	618-A001		1	Lump Sum	Maintenance of Traffic	xxxxxxxx	xxx		
0050	618-B001		1	Square Feet	Additional Construction Signs	10.	00	10.	00
0060	619-A2002		49	Mile	Temporary Traffic Stripe, Continuous Yellow				
0070	619-A3006		18	Mile	Temporary Traffic Stripe, Skip White				
0080	619-A4006		19	Mile	Temporary Traffic Stripe, Skip Yellow				

Section	905

Proposal (Sheet 2 - 2)

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Description Unit Price Bid		Bid Amount	
0090	625-A002		18	Mile	Traffic Stripe, Skip White						
0100	625-B002		19	Mile	Traffic Stripe, Skip Yellow						
0110	625-C002		90	Mile	Traffic Stripe, Continuous White						
0120	625-D002		64	Mile	Traffic Stripe, Continuous Yellow						
0130	625-E001		65,014	Linear Feet	Detail Traffic Stripe						
0140	625-F002		13,368	Linear Feet	Legend						
0150	627-J001		1,960	Each	Two-Way Clear Reflective High Performance Raised Markers						
0160	627-K001		1,487	Each	Red-Clear Reflective High Performance Raised Markers						
0170	627-L001		3,171	Each	Two-Way Yellow Reflective High Performance Raised Markers						
0180	628-I002		349	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Skip White						
0190	628-J002		4,653	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous White						
0200	628-L002		383	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Skip Yellow						

Section 905 Proposal (Sheet 2 - 3)

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amoun	lt
0210	628-M002		1,780	Linear Feet	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow			

Section 905 Proposal (Sheet 2 - 4)

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

TOTAL BID.....\$

#### \*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**BIDDER'S COMPANY** 

BIDDER'S FEDERAL TAX ID NUMBER

#### SECTION 905 - COMBINATION BID PROPOSAL (Continued)

## **CONDITIONS FOR COMBINATION BID**

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

## **COMBINATION BID PROPOSAL**

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_\_\_\_\* of Subsection 102.11 on the following contracts:

\* Option to be shown as either (a), (b), or (c).

	Project No.	<u>County</u>	Project No.	County
1			6	
2			7	
3			8	
4			9	
5			10	

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

## SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.					
2.					
3.					
4.					
5.					
6.					
0.					
7.					
8.					

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9.					
10.					

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed a total monetary value of \$\_\_\_\_\_\_.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed \_\_\_\_\_ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED \_\_\_\_\_

\_\_\_\_\_

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

## **CERTIFICATE**

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

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

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

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

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

Ву \_\_\_\_\_

Contractor \_\_\_\_\_

Title \_\_\_\_\_

CERTIFICATE MUST BE EXECUTED

(Address)

(Address)

(Address)

(Address)

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## **CERTIFICATION**

(Execute in duplicate)

I,	,
(Name of person signi	ng certification)
individually, and in my capacity as	of
	(Title)
	do hereby certify under
(Name of Firm, Pa	rtnership, or Corporation)
penalty of perjury under the laws of the Unite	d States and the State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Corpor	ation)
on Project No. MP-7000-00(067) / 303406301	

in <u>District 7</u> County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

Signature

(5/29/2008S)

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

## **CERTIFICATION**

(Execute in duplicate)

I,			,
	(Name of person	signing certification)	
individually, a	nd in my capacity as		of
•		(Title)	
		do hereby	certify under
	(Name of Fir	m, Partnership, or Corporation)	
penalty of p	perjury under the laws of the U	United States and the State of Miss	sissippi that
			, Bidder
	(Name of Firm, Partnership, or C	orporation)	
on Project No.	<u>MP-7000-00(067) / 303406301</u>		,
	District 7	Country(ica) Mississingi	has not aithe

in \_\_\_\_\_\_ District 7 County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

Signature

(5/29/2008S)

#### SECTION 902

#### CONTRACT FOR MP-7000-00(067) / 303406301

#### LOCATED IN THE COUNTY(IES) OF District 7

#### STATE OF MISSISSIPPI,

#### COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

Contractor (s) By					N	MISSISSIPPI TRANSPORTATION COMMISSION						
Title					By							
	d sealed in			•			cutive Dir					
(names an	nd addresses	s of w	itness	es)								
						Secr	etary	to the Co	mmis	sion	 	
Award a	authorized	by	the	Mississippi	Transportation	Commission	in	session	on	the	 day	of
			, _	, Minu	te Book No	, Page	e No.					

## SECTION 903

CONTRACT BOND FOR: MP-7000-00	0(067) / 303406301
LOCATED IN THE COUNTY(IES) OF: _	District 7
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that we,	
Princi	pal, a
residing at	in the State of
and	
residing at	in the State of,
authorized to do business in the State of M	lississippi, under the laws thereof, as surety, are held and firmly bound
unto the State of Mississippi in the sum of _	
(\$	) Dollars, lawful money of the United States of America, to be paid
to it for which payment well and truly to	be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by these preser	its.
Signed and sealed this the	day of A.D
The conditions of this bond are such, that w	hereas the said
principal, has (have) entered into a contrac	ct with the Mississippi Transportation Commission, bearing the date of
day of	A.D hereto annexed, for the construction of certain projects(s)
in the State of Mississippi as mentioned in	n said contract in accordance with the Contract Documents therefor, on
file in the offices of the Mississippi Departn	nent of Transportation, Jackson, Mississippi.
Now therefore, if the above bounden	
contained on his (their) part to be observe manner and form and furnish all of the main the terms of said contract which said plans,	in all things shall stand to and abide by and well and truly observe, rms, covenants, conditions, guarantees and agreements in said contract, d, done, kept and performed and each of them, at the time and in the terial and equipment specified in said contract in strict accordance with specifications and special provisions are included in and form a part of rk contemplated until its final completion and acceptance as specified in

said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

## **SECTION 903 - CONTINUED**

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

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

(Surety Seal)



# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we		
	Contractor	
	Address	
	City, State ZIP	
as Principal, hereinafter called the Principal, and		
a corporation duly organized under the laws of the state of	f	
as Surety, hereinafter called the Surety, are held and firm	ly bound unto <u>State of Mississippi , Jackson, Mis</u>	sissippi
As Obligee, hereinafter called Obligee, in the sum of <b>Fiv</b>	ve Per Cent (5%) of Amount Bid	
	Dollars (\$	)
for the payment of which sum will and truly to be m executors, administrators, successors and assigns, jointly		elves, our heirs,
WHEREAS, the Principal has submitted a bid for Chipse State Project No. MP-7000-00(067) / 303406301, Distri		ict 7, known as
NOW THEREFORE, the condition of this obligation is a said Principal will, within the time required, enter into a performance of the terms and conditions of the contract, will pay unto the Obligee the difference in money betwee which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sum	a formal contract and give a good and sufficient bo , then this obligation to be void; otherwise the Princ een the amount of the bid of the said Principal and perform the work if the latter amount be in excess of	nd to secure the cipal and Surety the amount for
Signed and sealed this day of	, 2008	
	(Principal)	(Seal)
	By:	
(Witness)	(Title)	
	(Surety)	(Seal)
	(Surety)	(Seal)
(Witness)	_ By:(Attorney-in-Fact)	
(*********	(Attorney-m-ract)	

Resident MS Agent

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.

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

## HAUL PERMIT FOR BRIDGES

## WITH

## **POSTED WEIGHT LIMITS**

## DATE:

## **PROJECT:** MP-7000-00(067) / 303406301

**COUNTIES: District 7** 

## LOCATION: Chip seal of approximately 56 miles of roadway in District 7

A permit is issued to \_\_\_\_\_\_ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory weight limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for subcontractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

EXECUTIVE DIRECTOR