| MDOT Use Only |
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SM No. CMP5492510101

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF (EXEMPT)

11

Milling and overlaying approximately 1 mile of SR 492 and 489 in Union, known as State Project Nos. MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302, in the County of Newton, State of Mississippi.

Project Completion: 53 Time Units

# NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID 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)

| <br>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.  |
|--|
| <br>If the bid sheets were prepared using the Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.   |
| <br>First sheet of SECTION 905PROPOSAL has been completed.   |
| <br>Second sheet of SECTION 905PROPOSAL has been completed and signed.   |
| Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.  |
| <br>DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.   |
| <br>Form OCR-485, when required by contract, has been completed and <u>signed</u> .  |
| <br>The last sheet of the bid sheets of SECTION 905PROPOSAL has been <u>signed</u> .   |
| <br>Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).  |
| <br>Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .  |
| <br>The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .  |
| <br>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 Agent or Qualified Nonresident Agent for the Surety</u> with Power of Attorney attached. |
| <br>Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.  |

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

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

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907-102-4: Bidding Requirements and Conditions, W/ Supplement

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907-413-1: Cleaning and Filling Joints in PCC (Portland Cement Concrete) Pavement

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907-626-15: Thermoplastic Traffic Markings 907-626-16: 40-mil Thermoplastic Markings 907-626-19: Thermoplastic Blue ADA Markings

907-703-8: Aggregates 907-707-2: Joint Material

907-720-1: Pavement Marking Materials

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

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

# PAGE 2 PROJECT: MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302 -- Newton County

SECTION 905 - PROPOSAL,
PROPOSAL SHEET NOS. 2-1 THRU 2-5,
COMBINATION BID PROPOSAL,
STATE BOARD OF CONTRACTORS REQUIREMENTS,
NON-COLLUSION CERTIFICATION,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS,
PROGRESS SCHEDULE.

(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 10:00 o'clock A.M., Tuesday, February 23, 2010; and shortly thereafter publicly opened on the Sixth Floor for:

Milling and overlaying approximately 1 mile of SR 492 and SR489 in Union, known as State Project Nos. MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302, in the County of Newton, State of Mississippi.

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

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

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

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at <a href="https://www.gomdot.com">www.gomdot.com</a>.

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

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

LARRY L. "BUTCH" BROWN EXECUTIVE DIRECTOR

(SPWOP) 3

CODE: (IS)

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

**DATE:** 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

CODE: (SP)

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

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 777

CODE: (IS)

**DATE:** 04/13/2006

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

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

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

CODE: (IS)

# **SECTION 904 - NOTICE TO BIDDERS NO. 883**

**DATE:** 04/28/2006

**SUBJECT:** Payroll Requirements

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

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

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

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

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

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

CODE: (IS)

# SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

|   | Page S | Subsection   | <u>Change</u>  |  |
|---|--------|--------------|--|--|
|   | 101    | 201.01       | In the second sentence of the first paragraph, change "salvable" to "salvageable".                         |  |
|   | 107    | 202.04       | In the fourth sentence of the fourth paragraph, change "yard" to "feet".                                   |  |
|   | 107    | 202.05       | In the list of units measurements for 202-B, add "square foot".  |  |
|   | 132    | 211.03.4     | In the second sentence of the second paragraph, change "planted" to "plated".                              |  |
|   | 192    | 306.02.4     | In the first line of the first paragraph, delete the word "be".  |  |
| : | 200    | 307.03.7     | In the fourth sentence of the second paragraph, change "lime-fly ash" to "treated".                        |  |
|   | 236    | 401.01       | Change the header from "Section 403" to "Section 401".   |  |
| : | 242    | 401.02.3.2   | In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.            |  |
|   | 250    | 401.02.6.3   | In the second sentence of the first paragraph on page 250, change "rutting over" to "rutting over $1/8$ ". |  |
|   | 253    | 401.02.6.4.2 | In the paragraph preceding the table, change "91.0" to "89.0".   |  |
|   | 259    | 401.03.1.4   | In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".                |  |
|   | 269    | 403.03.2     | In the table at the top of page 269, change the PI requirement from " = " to " $\leq$ ".                   |  |

| 278 | 404.04     | In the second sentence, change the subsection from "401.04" to "403.04".   |  |
|-----|------------|--|--|
| 283 | 409.02.2   | Change "PG 64-22" to "PG 67-22".   |  |
| 294 | 413.02     | In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".   |  |
| 340 | 511.04     | In the second sentence of the second paragraph, change "412" to "512".   |  |
| 349 | 601.03.3   | In the first sentence, change "804.03.2" to "804.03.5".  |  |
| 355 | 603.02     | Change the subsection reference for Joint mortar from "707.03" to "714.11".  |  |
| 369 | 604.04     | In the first sentence, change "601.04" to "Subsection 601.04".   |  |
| 427 | 619.04     | Delete the second paragraph.   |  |
| 442 | 625.04     | In the third paragraph, change "626.04" to "Subsection 626.04".  |  |
| 444 | 626.03.1.2 | Delete the third sentence of the first paragraph.  |  |
| 464 | 631.02     | Change the subsection reference for Water from "714.01.0" to "714.01.1".   |  |
| 570 | 682.03     | Change the subsection number from "682-03" to "682.03".  |  |
| 575 | 683.10.4   | Change the subsection number from "683.10.4" to "683.04".  |  |
| 575 | 683.10.5   | Change the subsection number from "683.10.5" to "683.05".  |  |
| 596 | 701.02     | In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".                                   |  |
| 603 | 702.11     | In the first sentence, change "702.12" to "Subsection 702.12".   |  |
| 612 | 703.04.2   | In the fifth paragraph, delete "Subsection 703.11 and".  |  |
| 616 | 703.07.2   | In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100". |  |

| 618 | 703.13.1         | In the first sentence of the first paragraph, change "703.09" to "703.06".                                 |
|-----|------------------|--|
| 618 | 703.13.2         | In the first sentence, change "703.09" to "703.06".  |
| 671 | 712.06.2.2       | In the first sentence, change "712.05.1" to "Subsection 712.05.1".   |
| 689 | 714.11.2         | In the first sentence, change "412" to "512".  |
| 709 | 715.09.5         | In the first sentence of the first paragraph, change "guage" to "gauge".                                   |
| 717 | 717.02.3.4       | In the top line of the tension table, change "1 $1/2$ " to "1 $1/8$ " and change "1 $1/8$ " to "1 $1/2$ ". |
| 741 | 720.05.2.2       | In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".                   |
| 827 | 803.03.2.3.7.5.2 | In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".                      |
| 833 | 803.03.2.6       | In the first sentence, change "803.03.7" to "803.03.2.5".  |
| 854 | 804.02.11        | In the last sentence of the first paragraph, change "automatically" to "automatic".                        |
| 859 | 804.02.13.1.3    | In the last sentence, change Subsection "804.02.12.1" to "804.02.12".                                      |
| 879 | 804.03.19.3.2    | In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".  |
| 879 | 804.03.19.3.2    | In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".          |
| 962 | 814.02.3         | In the first sentence, change "710.03" to "Subsection 710.03".   |
| 976 | 820.03.2.1       | In the first sentence, change "803.02.6" to "803.03.1.7".  |
| 976 | 820.03.2.2       | In the first sentence, change "803.03.9.6" to "803.03.1.9.2".  |
| 985 | Index            | Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".                     |

| 985  | Index | Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".       |  |
|------|-------|---|--|
| 985  | Index | Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".                                  |  |
| 986  | Index | Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.   |  |
| 988  | Index | Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".                            |  |
| 988  | Index | Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".                 |  |
| 999  | Index | Delete "501.03.3.3" as a subsection reference for Truck Mixers.   |  |
| 1001 | Index | Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".  |  |
| 1002 | Index | Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".  |  |
| 1007 | Index | Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".                     |  |
| 1007 | Index | Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08". |  |
| 1009 | Index | Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.   |  |
| 1010 | Index | Delete reference to "Working Day, Definition of".   |  |

SECTION 904 - NOTICE TO BIDDERS NO. 1546 CODE: (SP)

**DATE:** 05/23/2007

**SUBJECT:** Advancement of Materials

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

CODE: (IS)

**SECTION 904 - NOTICE TO BIDDERS NO. 1808** 

**DATE:** 09/09/2008

**SUBJECT:** Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

You can access this final rule at the following link: http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf

**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. 2858** 

CODE: (SP)

**DATE:** 11/12/2009

**SUBJECT: Petroleum Products Base Prices** 

Bidders are advised that the Notice To Bidders entitled "Monthly Petroleum Products Base Prices" previously included in the proposal documents will no longer be a printed part of the proposal beginning with the January 2010 letting. Monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15<sup>th</sup> of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will become part of the contract during the execution of the contract.

Monthly Petroleum Products Base Prices can be viewed at:

http://www.gomdot.com/Applications/BidSystem/Home.aspx

# SECTION 904 – NOTICE TO BIDDERS NO. 2862

CODE: (SP)

**DATE:** 11/24/2009

**SUBJECT:** Standard Drawings

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

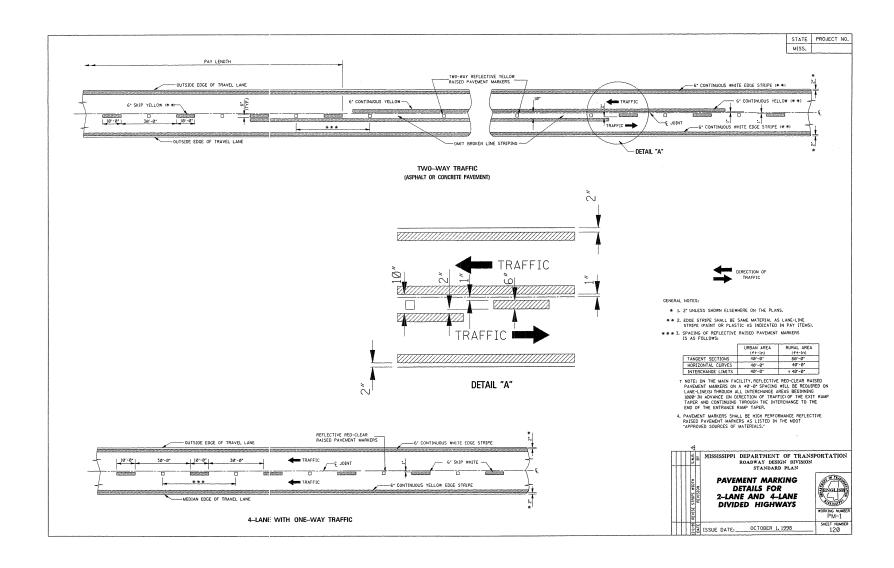
Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850

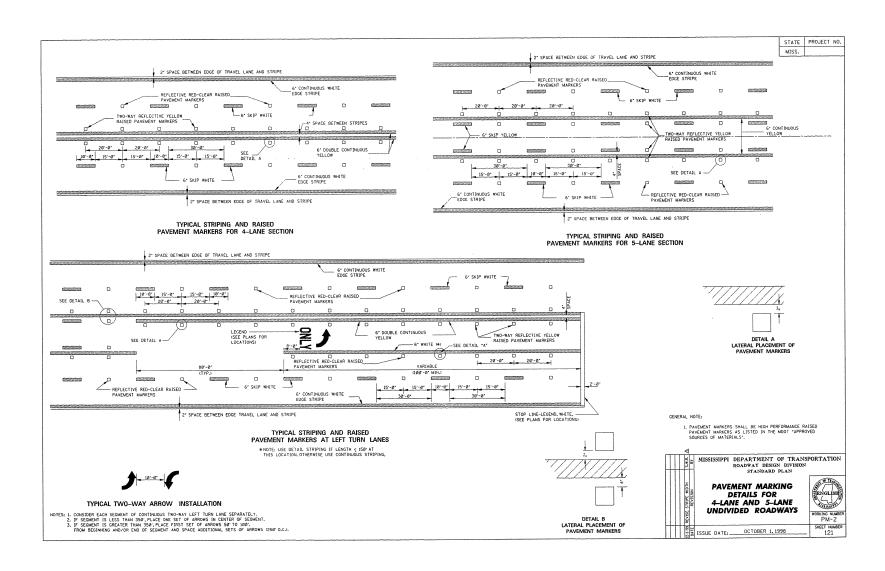
Telephone: (601) 359-7460 or FAX: (601) 359-7461

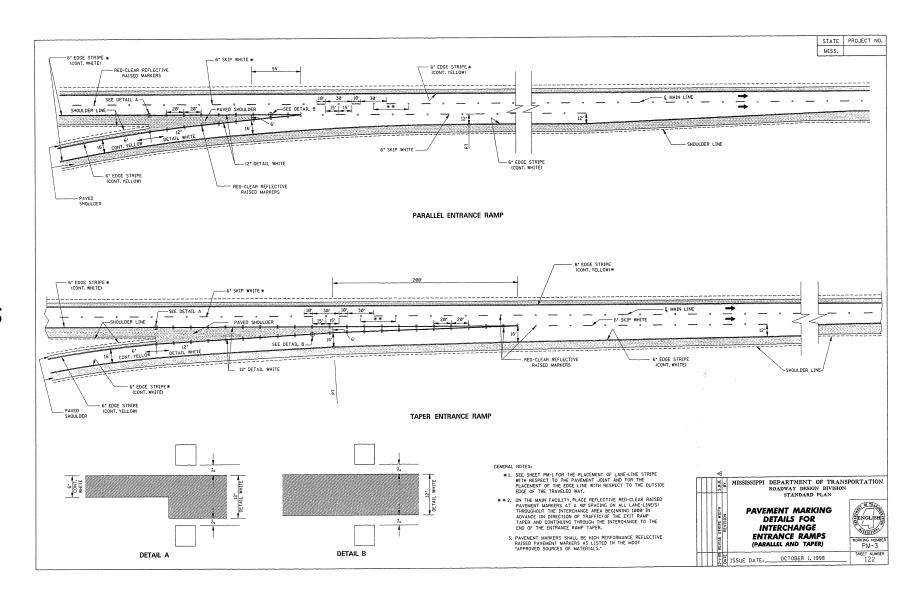
or e-mail: plans@mdot.state.ms.us

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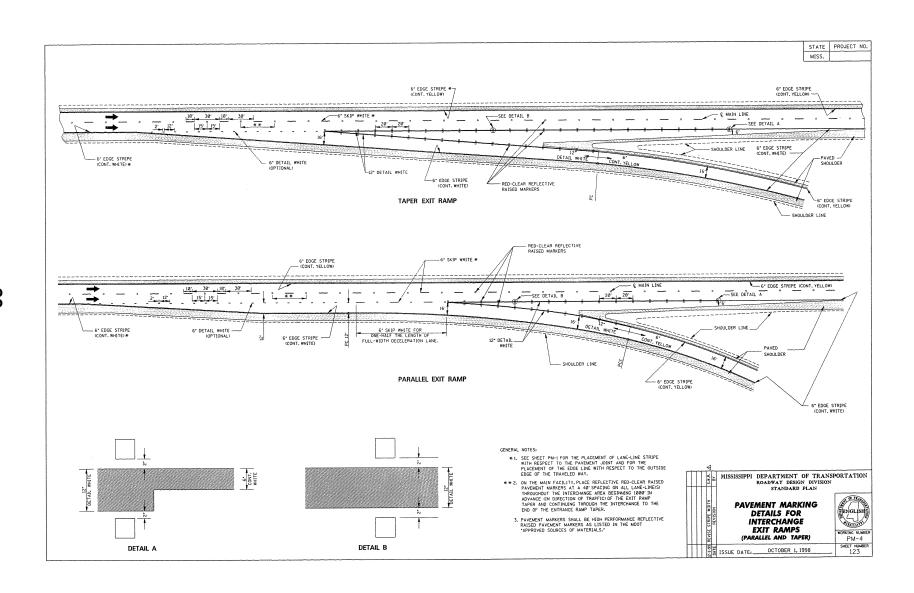


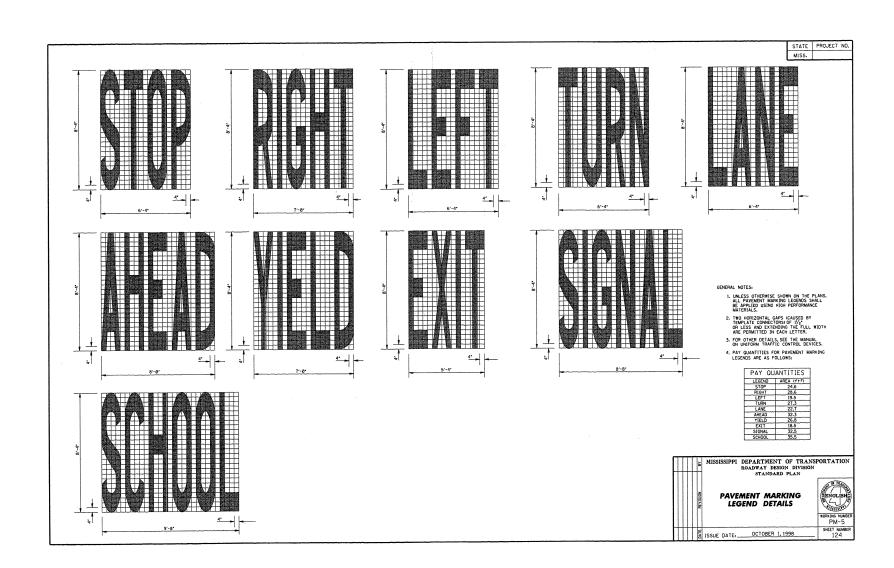
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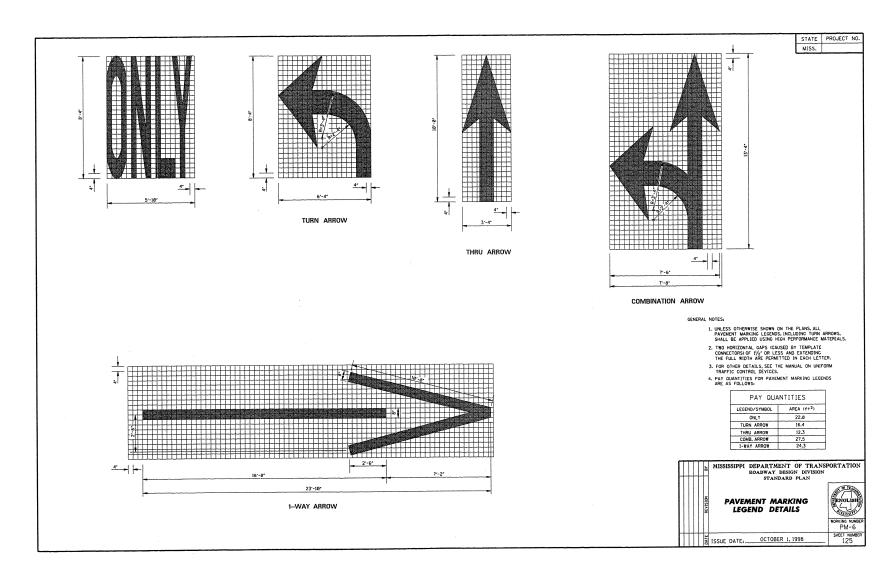




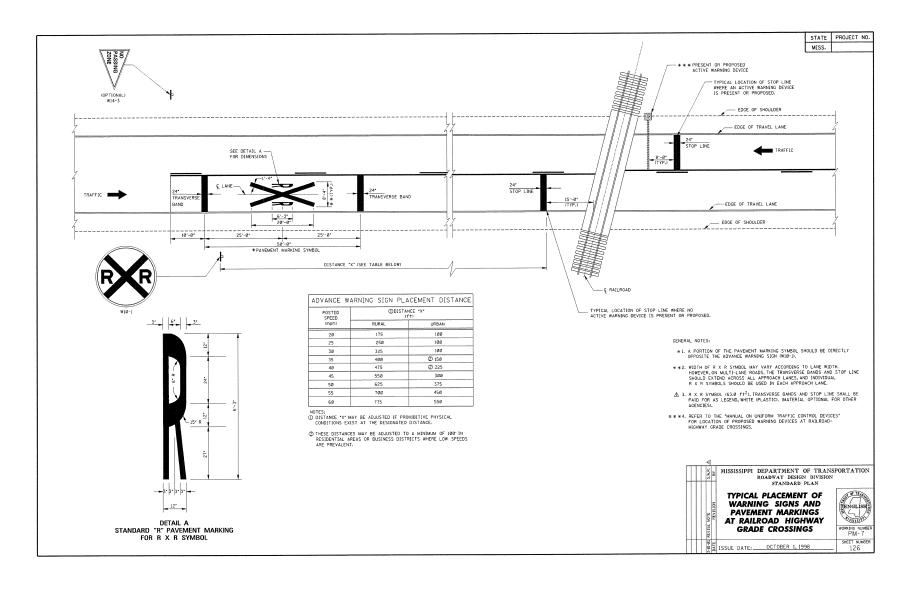
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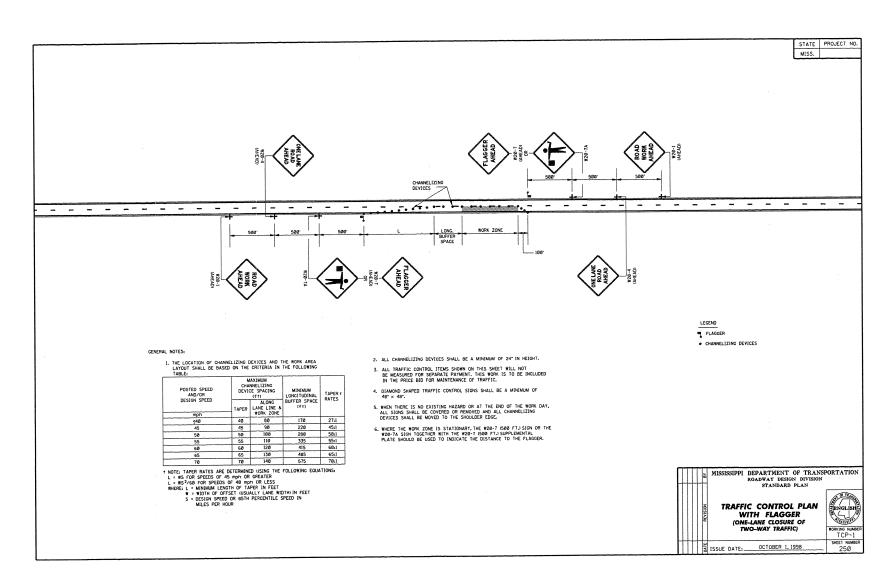


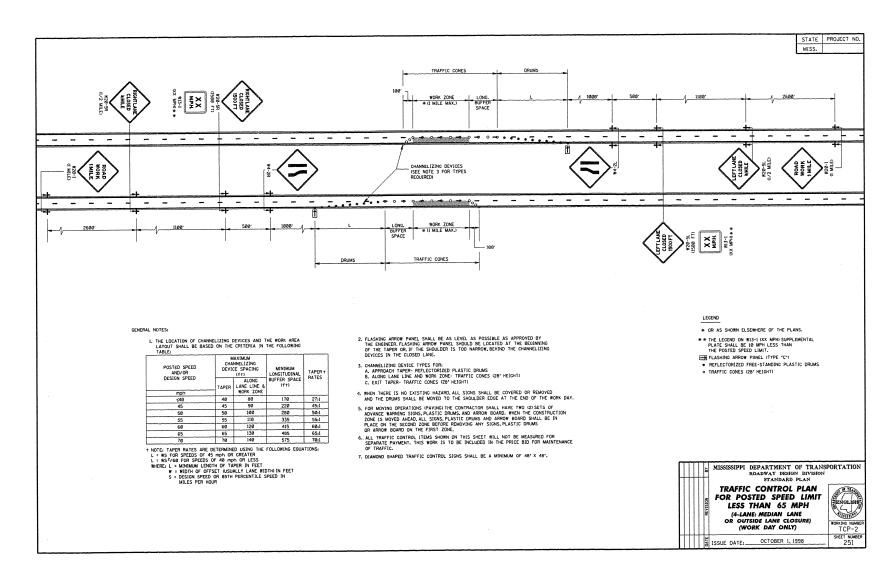


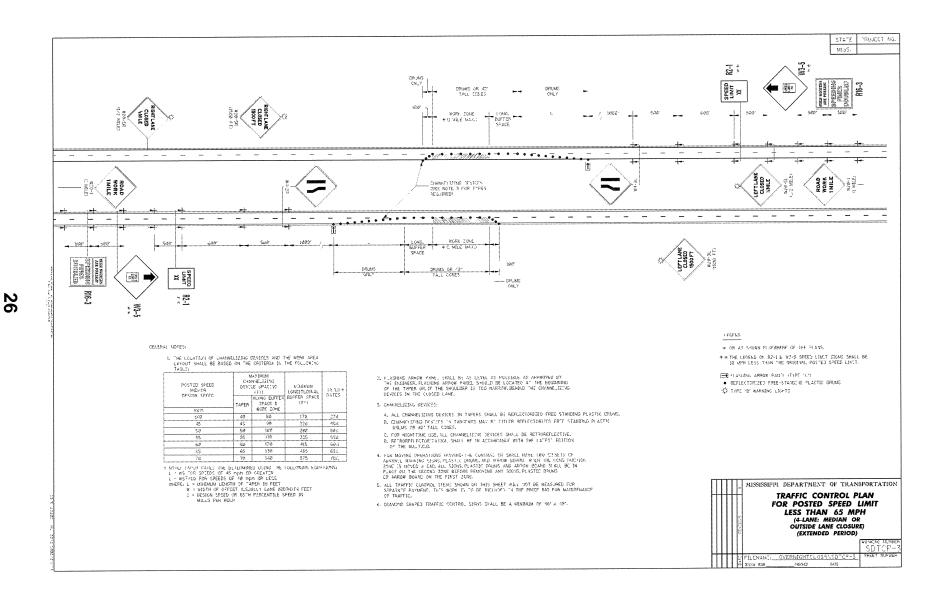


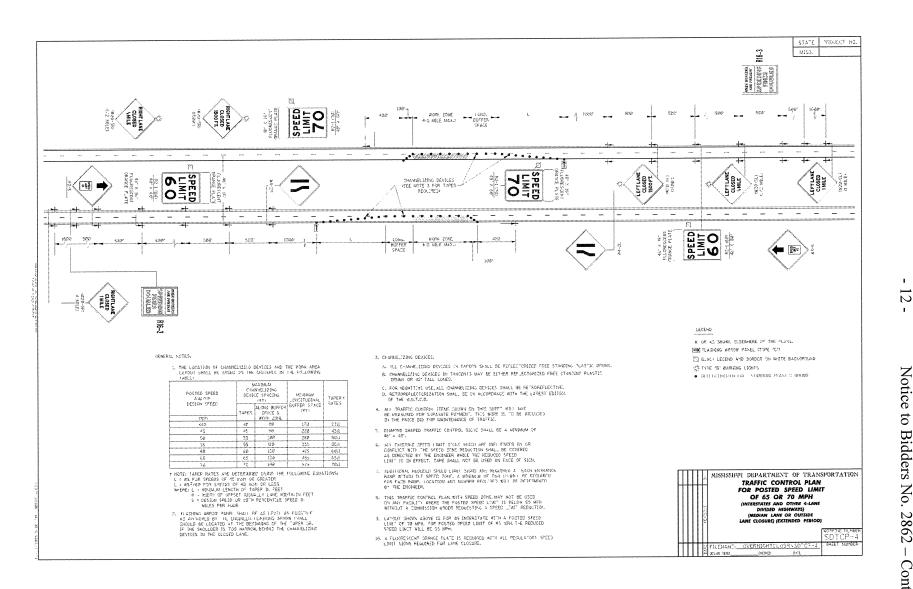
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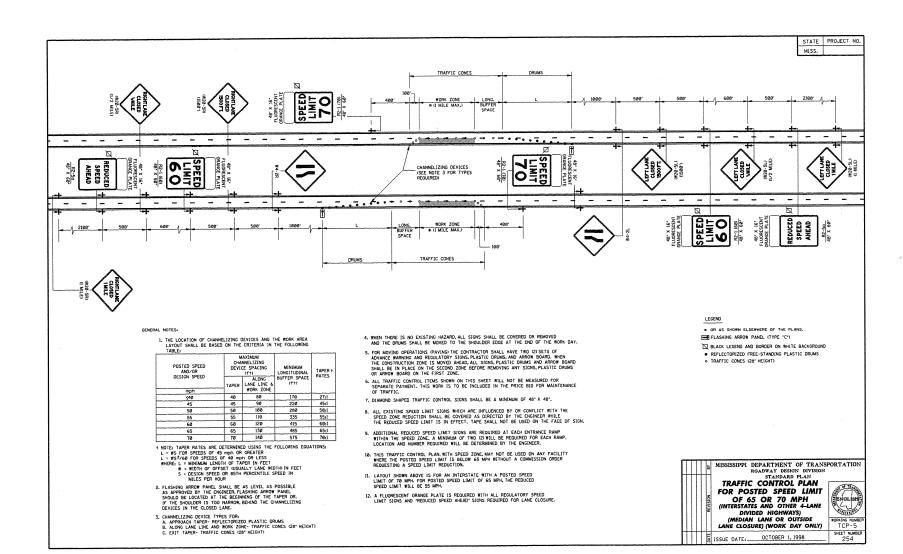






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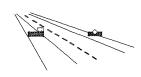


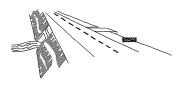
TYPE I











STATE PROJECT NO. MISS.

#### STANDARD BARRICADES

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

# 18" CHEVRON SIGN

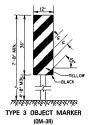
- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LANCS ARE CLOSED FOR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



### BARRICADE CHARACTERISTICS

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

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



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

# THE REPORT OF THE PROPERTY OF

## VERTICAL PANEL

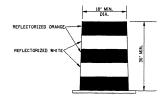
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8° TO 12° IN WIDTH AND A MINIMUM OF 24° IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.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

#### GENERAL NOTES:

- MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
- THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

# 2. WING BARRICADES SHOULD BE USED: A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED. B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.

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



#### PLASTIC DRUM STRIPING DETAIL

- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTEN WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE GRANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 GRANGE & 2 WHITE) 6" WIDE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0' FROM THE EDGE OF TRAVELED LANE.



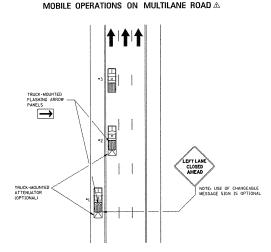


**PROJECTS** 

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ISSUE DATE: OCTOBER 1, 1998

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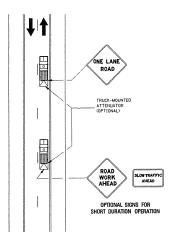


### MOBILE OPERATIONS ON MULTILANE ROAD

#### NOTES:

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

### MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

   NOTES PRACTICAL MID WHEN NEEDED THE WORK AND PROTECTION VEHICLES
   SHEEPE PRACTICAL MID WHEN NEEDED THE WORK AND PROTECTION VEHICLES
   NOTES AND THE VEHICLES AND A TERMATIVE A "OD NOT PASS. IF THIS CAN
  NOT BE DONE PRODURTIL, AS AN ALTERNATIVE, A "OD NOT PASS" SION MAY BE
  PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LAME.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT ORNING TIME, AND OTHER PACTORS, POTECTION VEHICLES ARE USED TO WARH IRAFFIC OF THE OPERATION AHEAD, WHENEVER ADGULATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MAINTAIN THE MINIMAN OTSTANCE AND PROCEDE AT THE SAME SPEED AS THE WORK VEHICLE, HE PROTECTION THAT PROTECTION OF THE P
- ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE COUPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, PAJACENT TO THE STOK, PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT. SIGN LEGEMOS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN TRAFFIC CONTROL PLAN MOBILE OPERATIONS PENGLISH S

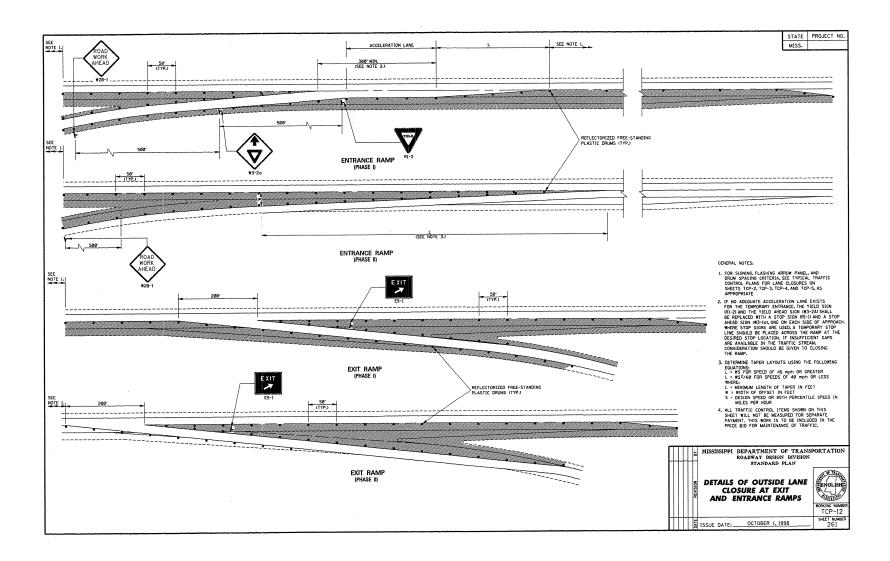
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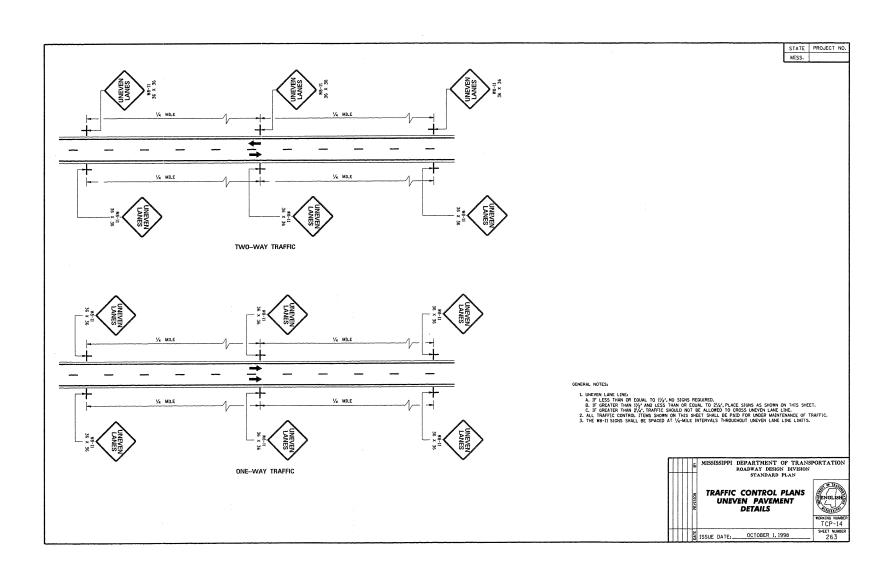
MULTILANE ROADS AND TWO-LANE ROADS

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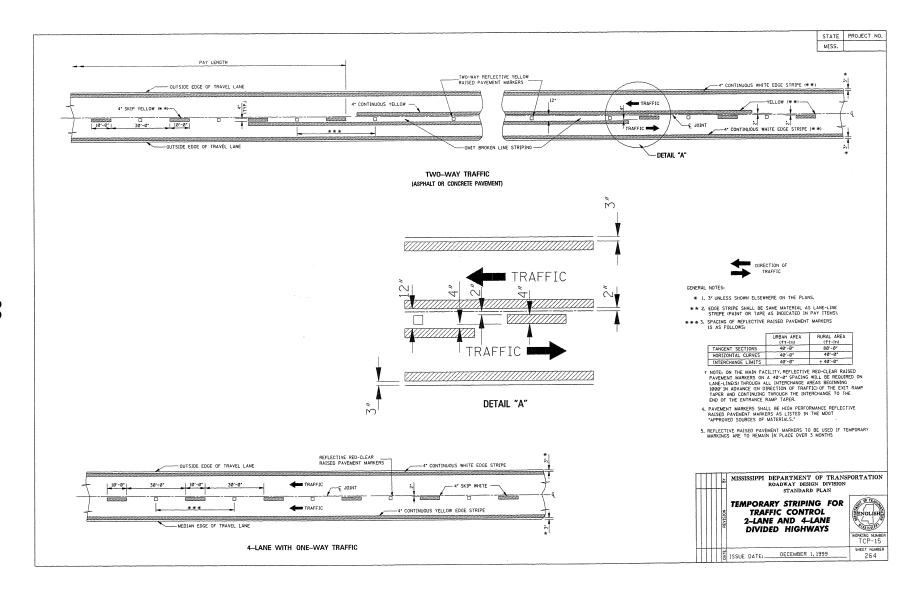
STATE PROJECT NO. MISS.

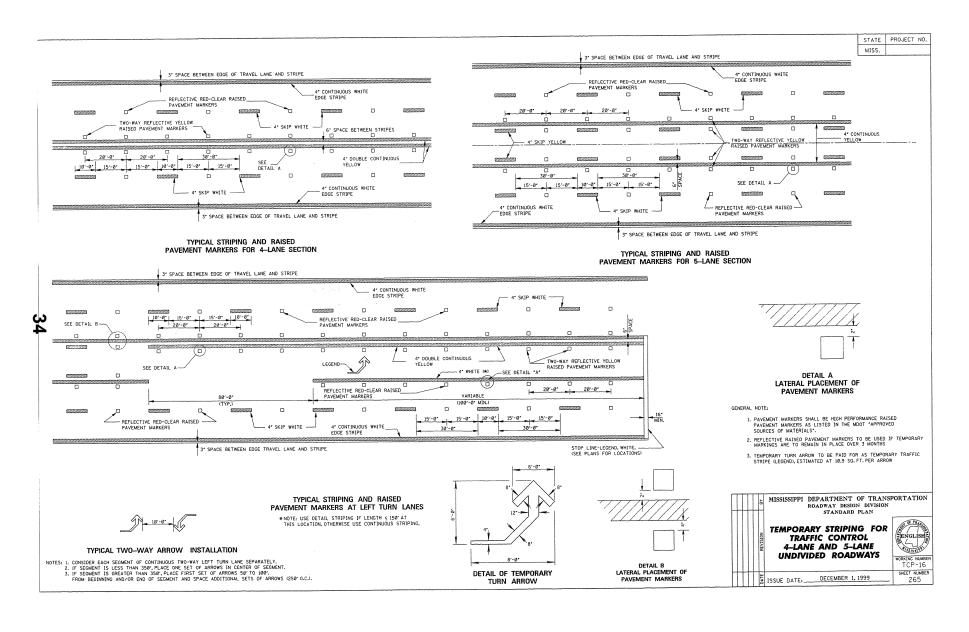
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CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 2932

**DATE:** 01/05/2010

**SUBJECT:** Scope Of Work

PROJECT: MP-5492-51(010) & MP-5489-51(008) ./ 30317301 & 302 – Newton County

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

#### Work on the project shall consist of the following:

Overlaying of approximately one (1.0) mile of existing composite or concrete pavement on both SR 492 and SR 489 in the City of Union. The termini for SR 492 begins east of the railroad crossing on SR 492 at Station 10+00 and continues east to the intersection of Jackson Street and Decatur Street at Station 46+05. The termini for SR 489 begins east of the railroad crossing on SR 489 at Station 100+00 and continues east to SR 492 at Station 113+65.

#### SR 492 Overlay:

This section consists of HMA over Portland Cement Concrete Pavement.

The work shall consist of milling two (2) inches on the existing slope and placing two (2) inches and variable of HMA, 12.5 mm, ST to provide a two percent (2%) cross slope. Prior to the overlay, any failed areas in the PCCP shall be removed and repaired with concrete per the typical drawings or as directed. Saw cuts will be required per the attached typical or as directed by the Engineer. HMA, 12.5-mm, ST, Leveling will be required in selected areas as directed by the Engineer.

#### SR 489 Overlay:

The majority of SR 489 consists of PCCP on the mainline and outside parking area. The center parking area on approximately the east half of SR 489 is constructed with HMA pavement.

The work shall consist of milling the asphalt pavement in the center parking area to match the elevation and slope of the adjacent roadway pavement prior to overlay. The overlay shall consist of two (2) lifts of HMA, 12.5-mm, ST placed from curb to curb, including all parking areas as shown on the typical sections. The first lift will stop twenty (20) feet from the curb and gutter in the areas where angle parking exists. In the areas that do not have angle parking, the first lift will stop ten (10) feet from the curb and gutter. The final lift will taper down to one (1) inch above the edge of pavement at the curb and gutter and then continue to the flow line of the curb and gutter. Prior to the overlay, any failed areas in the PCCP shall be removed and repaired

with concrete per the typical drawings or as directed. Saw cuts will be required per the attached typical or as directed by the Engineer. HMA, 12.5-mm, ST, Leveling may be required as directed by the Engineer.

#### **General Notes:**

All channelized intersections will be milled completely. Payment of required milling will be made using Pay Item No. 406-A. MDOT will retain fifty (50) percent of the RAP, the contractor may acquire his portion of the milled material first. MDOT's portion shall be hauled to the existing County Barn located on Old Highway 15 in Union. The Contractor shall coordinate his activities to insure that milled surfaces are overlaid within four (4) calendar days from the time they are milled or milling operation will be ceased at all locations on the project. Any damages to the roadway that occurs as a result of the Contractor's failure to overlay the milled surface within the specified time shall be repaired at the Contractor's expense.

Cleaning and filling of concrete joints in the PCCP pavement will be required. All joints ½-inch and wider shall be cleaned to a depth of three inches (3") and filled with a compacted HMA, 12.5mm, ST. The cleaning and filling of concrete joints on SR 492 will be required after the milling operation and prior to overlay.

Cleaning and sealing of cracks in the PCC Pavement will be required. All cracks ¼-inch to ½-inch shall be cleaned as directed and sealed with a Joint Sealer Compound. The Joint Sealer Compound shall be approved by the Engineer prior to beginning this work. Cleaning and sealing of cracks on SR 492 will be required after the milling operation and prior to overlay.

Concrete pavement repairs shall be completed as a continuous operation in order to minimize the traffic impact. Lane closures shall remain in place until the failed area has been completely repaired. Should overnight closures be necessary, they shall be maintained by the Contractor's personnel. Should overnight construction operations be necessary, a Portable Lighting Plan shall be submitted in accordance with Section 680 of the 2004 Standard Specifications for Road and Bridge Construction. Payment for this operation will be included in the bid price for Pay Item No. 618-A, Maintenance of Traffic.

Raising the manhole covers and water valves shall be in conformance with Section 613 of the 2004 Mississippi Standard Specifications For Road And Bridge Construction and will be paid under Pay Item Number 613-D001.

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

Shoulders will be brought to grade with Class 5, Group C, granular material from Station 10+00 to Station 11+09 as directed. Placement of the granular material on the finished asphalt course will not be permitted. The material shall be bladed, rolled, and compacted. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%). No separate

measurement for blading the shoulder material will be made; the cost is to be included in the price bid for other items of work.

Sawing and Sealing of the transverse and longitudinal joints from BOP to EOP shall be completed within seven (7) days after the placement of HMA 12.5mm, ST as per the detail included herein. The saw cut joints shall be directly over the existing PCCP joints and shall be accurately located by the contractor using a method employing pins and string line. The pins shall be accurately located prior to paving. All work involved will be paid by Pay Item No. 413-E, Sawing and Sealing Transverse Joints in Asphalt Pavement.

Paved turnouts are to be paved to the designated paving limits, and paved aprons for driveways will be paved to the shoulder line. Unpaved turnouts and aprons are to be bladed, shaped, and aprons shall be pulled back to the asphalt pavement edge as directed by the Engineer.

The Contractor is hereby advised of the presence of underground utilities beneath the existing pavement. It shall be the responsibility of the Contractor to conduct his operations in such a manner to protect these utilities from damage during construction. Should damage occur, it shall be the responsibility of the Contractor to make necessary repairs to the full satisfaction of the City of Union. Repairing damaged utilities will not be paid for separately and shall be considered an absorbed item.

Temporary stripe, either paint or tape, will be required immediately after milling, and overlaying operations and prior to opening the area to traffic. Separate payment will be made for temporary stripe under the corresponding bid schedule pay item. Temporary stripe shall be placed in the same location and layout as permanent stripe.

All permanent striping will be plastic. Edge lines will be placed so as to maintain the original lane width. The thickness of the striping shall be 60 mils for edge lines, 90 mils for center lines, lane lines, and detail stripe, and 120 mils for legend stripe. All parking areas that have been overlaid will be remarked using 4-inch thermoplastic pavement markings in the original configuration or as directed by the Engineer.

High Performance Cold Plastic will be used on all bridges and concrete surfaces. Removal of existing stripe prior to placement of Cold Plastic will not be measured for separate payment.

The face of all existing undisturbed bituminous curb located in the islands and radii of local road intersections shall be painted with two coats of white traffic paint with glass beads required in top coat. No measurement will be made for separate payment for this work; the cost shall be included in other bid items.

In addition to the markings, high performance raised pavement markers will be placed on the centerline at 80 foot intervals in tangents and at 40 foot intervals in curves and on intersecting county roads at 20 foot intervals as directed by the Engineer.

Incidental work such as, but not limited to, removing vegetation, removing and resetting signs or mailboxes, shaping and compacting shoulders, removing excess asphalt material, patching

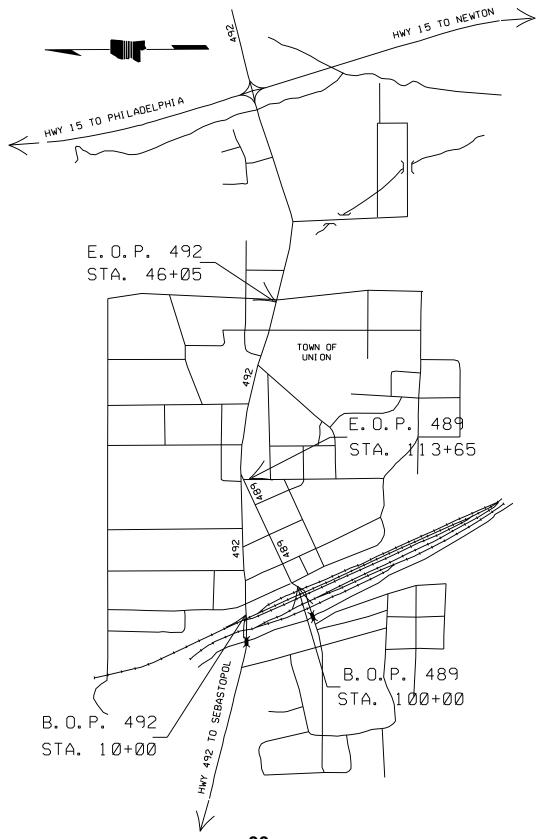
potholes, construction of shoulder outlets, project clean-up, and any other incidental work necessary to complete the project will not be measured for separate payment but will be considered included in the prices of items bid.

The Contractor shall erect and maintain construction signing, and provide and maintain all temporary signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost of temporary portable traffic control devices and signs is to be included in the price bid for Pay Item No. 618-A, Maintenance of Traffic. Payment of all other construction signs will be made using 619-D1 or 619-D2, Standard Roadside Construction Signs. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated to be black legend and border on white background.

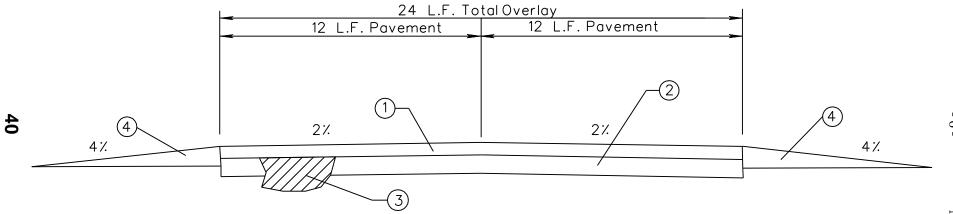
Litter shall be removed from the project right-of-way and properly disposed of by the Contractor before the project will be released to maintenance. Litter shall include solid waste such as glass, paper products, tires, wood products, metal, synthetic materials, and other miscellaneous debris. No direct payment will be made for the removal of animal carcasses, litter, and/or debris; the cost is to be included in the prices of items bid.

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

SR 492/489 IN NEWTON CO. MP-5492-51-(010) & MP-5489-51-(008) PROJ. # 303817-3011000 & 302000

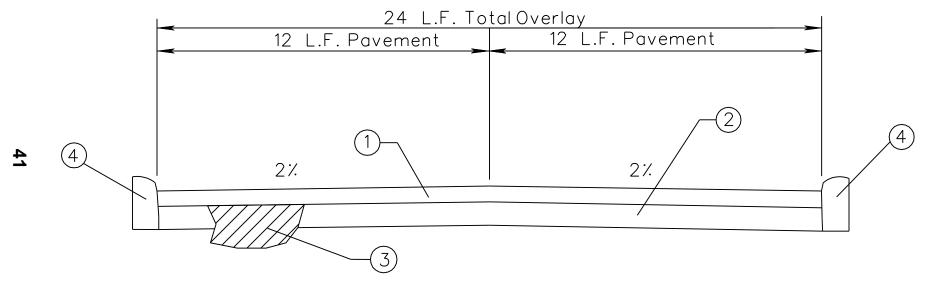






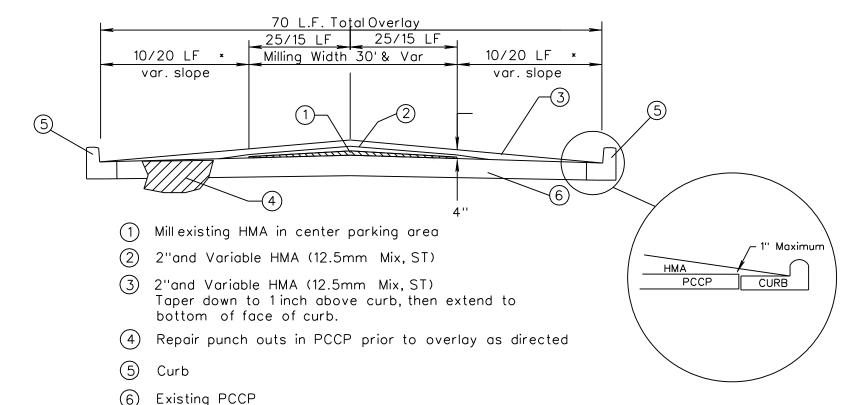
- 1) 2 inch Mill and Replace with Overlay HMA (12.5mm Mix, ST) (variable thickness)
- ② Existing PCCP
- Repair punch outs in PCCP prior to overlay as directed
- 4) Class 5 Group C

# HWY 492 STA. 11+09 - 46+05 Typical Section



- 1) 2 inch Mill and Replace existing aslhalt pavement with Overlay HMA (12.5mm Mix, ST) (variable thickness)
- 2 Existing PCCP
- $\overline{\mathfrak{D}}$  Repair punch outs in PCCP prior to overlay as directed
- (4) Curb

# HWY 489 STA. 100+00 - 113+65 Typical Section



\* 10 L.F. where angle parking does not exist 20 L.F. where angle parking does exist

#### **Construction Signing Detail** Road Work End Road Work Next 1 Mile G20-1 G20-2a 60" X 24" 500 lf. 48" X 24" EOP of HWY 492 G20-1 60" X 24" 500 lf. Road Work Local Road Next 1 Mile Street or Highway W20-1 **BOP HWY 489** ROAD 48" x 48" WORK 500 lf. AHEAD End CONSTRUCTION SIGNS REQUIRED Road Work G20-2a Quantity Type Description 48" X 24" G20-1 Road Work Next 1.0 Miles 3 End Road Work 3 G20-2a 3 R4-1 Do Not Pass W14-3 No Passing Zone 3 **BOP** HWY 492 16 W20-1 Road Work Ahead 500 lf. End Road Work Road Work Next 1 Mile

Notes: One (1) W20-1 "ROAD WORK AHEAD" sign is required at each Local Road, Street or highway entering the project.

G20-2a

48" X 24"

G20-1 & G20-2a signs are to be mounted on 6 ft. Type III Double Faced Barricades. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R4-1 and R4-2 signs, which shall be black legend and border on white background.

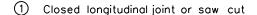
G20-1

60" X 24"

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE" and W14-3 "No Passing Zone" signs are required in accordance with subsectio 618.03.3 and as specified in the MUTCD. If no passing zones are 1,000 lf. or more, install additional R4-1 "DO NOT PASS" signs on maximum spacing of 750 lf.

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

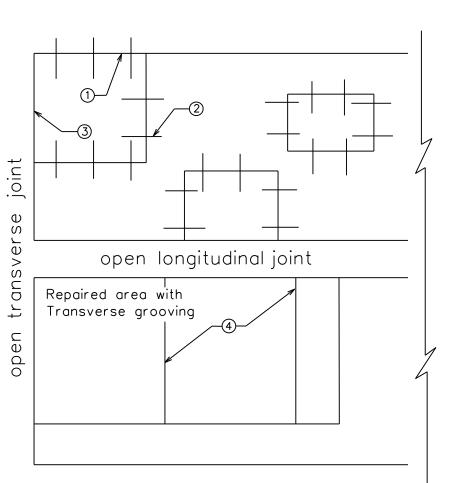
# PCCP REPAIR

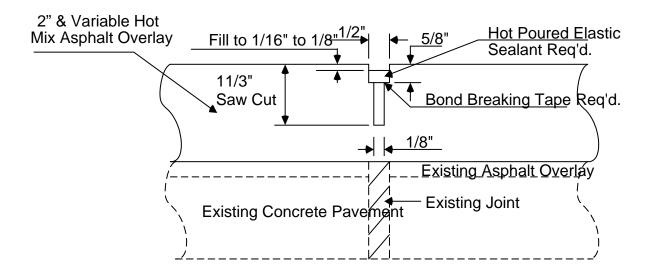


- ② \*5 30" deformed tie bars, drill & epoxy in place, 24" on center
- (3) If a failure is within 3' of a longitudinal or transverse joint Remove & Repair to joint
- 4 For long repairs, score the surface transversly every 20' to control cracking
- (5) Bituminous sand mixture to be placed & compacted into all open joints > 1/2" before overlay



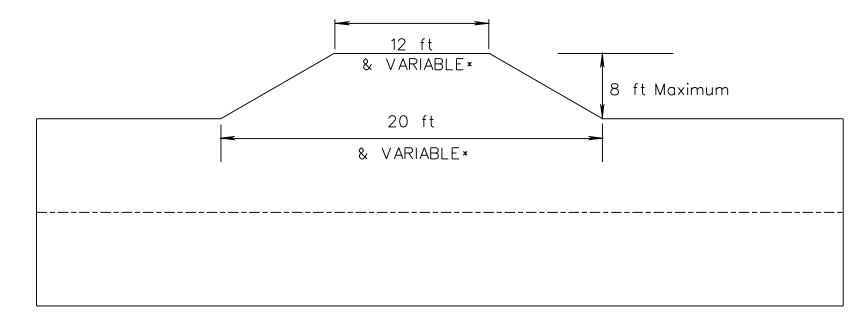
GOOD SLAB





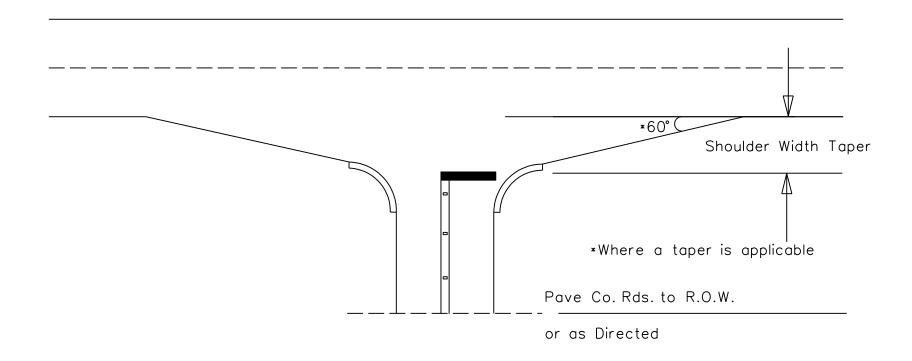
### **DETAIL OF SAWING AND SEALING TRANSVERSE JOINTS**

# TYPICAL RAMP/PAD DETAIL



46

∗This is an average width. The ramp/pad is to be placed from curb to curb.





CODE: (SP)

#### SECTION 904 - NOTICE TO BIDDERS NO. 2933

**DATE:** 1/13/2010

**SUBJECT:** Contract Time

PROJECT: MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302 -- Newton County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued no later than <a href="March 9">March 9</a>, 2010 and the effective date of the Notice to Proceed / Beginning of Contract Time will be <a href="April 8">April 8</a>, 2010.

Should the Contractor request a Notice to Proceed earlier than <u>April 8, 2010</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

Allowable Time Units will be <u>53</u>.

The contract time has been based on Column <u>"D"</u> of the Table of Time Units, in Subsection 108.06.

CODE: (IS)

#### SPECIAL PROVISION NO. 907-101-4

DATE: 11/05/2008

**SUBJECT:** Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-101.02--Definitions.** Replace the following definitions in Subsection 101.02 on pages 3 through 13.

**Contract** - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

**Contract Bonds** - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

**Surety** - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

**Performance Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

**Payment Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-4

**DATE:** 12/10/2009

**SUBJECT:** Bidding Requirements and Conditions

Delete the first sentence of the second paragraph of 907-102.08 on page 2, and substitute the following:

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder.

CODE: (IS)

SPECIAL PROVISION NO. 907-102-4

DATE: 11/25/2008

**SUBJECT: Bidding Requirements and Conditions** 

<u>907-102.06--Preparation of Proposal.</u> Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18 and substitute the following:

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.gomdot.com.

If bidders submit Expedite Bid generated bid sheets, then the bid sheets included in the proposal should not be completed. The Expedite Bid generated bid sheets should be stapled together, signed and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the Expedite Bid generated bid sheets are completed and submitted, only the Expedite Bid generated sheets will be recognized and used for the official bid. The USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

<u>907-102.08--Proposal Guaranty</u>. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a qualified Mississippi resident agent or qualified nonresident agent and the bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

CODE: (SP)

SPECIAL PROVISION NO. 907-103-8

**DATE:** 12/15/2009

**SUBJECT:** Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>**907-103.04--Return of Proposal Guaranty**</u>. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

#### **907-103.05--Contract Bonds**.

<u>907-103.05.1--Requirement of Contract Bonds</u>. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

<u>907-103.08--Failure to Execute Contract.</u>. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

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

**DATE:** 03/31/2008

**SUBJECT:** Cooperation By Contractor

Delete the first sentence of the first paragraph under 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.

CODE: (IS)

SPECIAL PROVISION NO. 907-105-3

**DATE:** 02/14/2006

**SUBJECT:** Cooperation By Contractor

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

<u>907-105.05--Cooperation by Contractor.</u> In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

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

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

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-7

**DATE:** 12/10/2009

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

Delete the last sentence of the first paragraph of Subsection 907-107.14.2.1 on page 1, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-7

**DATE:** 11/05/2008

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

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 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 or qualified nonresident 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.

<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".

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

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

CODE: (IS)

#### SPECIAL PROVISION NO. 907-108-18

**DATE:** 11/05/2008

**SUBJECT: Prosecution and Progress** 

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

#### 907-108.01--Subletting of Contract.

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

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

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

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

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

#### 907-108.06.1--Based on Time Units.

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

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

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

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

<u>907-108.06.2--Based on Calendar Date Completion.</u> After Subsection 108.06.2.1 on page 85, add the following:

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

<u>907-108.10--Termination of Contractor's Responsibility</u>. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-4

**DATE:** 12/02/2009

**SUBJECT:** Measurement and Payment

Delete Subsection 907-109.07 on page 1, and substitute the following:

<u>907-109.07--Changes in Material Costs</u>. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

CODE: (IS)

SPECIAL PROVISION NO. 907-109-4

11/05/2008

**DATE:** 

**SUBJECT:** Measurement and 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>. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following:

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

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

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

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

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

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

CODE: (IS)

#### SPECIAL PROVISION NO. 907-304-12

**DATE:** 06/01/2009

**SUBJECT:** Granular Courses

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

<u>907-304.02--Materials.</u> After the first paragraph of Subsection 304.02.1 on page 183, add the following:

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

Crushed concrete meeting the requirements of Subsection 907-703.04.4 may be used in lieu of other crushed courses specificed in the contract.

#### 907-304.03--Construction Requirements.

<u>907-304.03.5--Shaping, Compacting and Finishing.</u> Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following:

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

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

| Lot Average | <b>Individual Test</b> |
|-------------|------------------------|
| 96.0        | 92.0                   |

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

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

907-304.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 187.

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

**DATE:** 06/25/2009

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

Add the following before 907-401.02.6.2 on page 1.

<u>907-401.02.4--Substitution of Mixture</u>. Delete the table in Subsection 401.02.4 on page 242, and substitute the following:

|         | Single Lift Laying Thickness Inches |         |
|---------|-------------------------------------|---------|
| Mixture | Minimum                             | Maximum |
| 25 mm   | 3                                   | 4       |
| 19 mm   | 2 1/4                               | 3 ½     |
| 12.5 mm | 1 ½                                 | 2 ½     |
| 9.5 mm  | 1                                   | 1 ½     |
| 4.75 mm | 1/2                                 | 3/4     |

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

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

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

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

Tack coat shall be applied to previously placed HMA and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand

will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

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

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

<u>907-401.03.9--Material Transfer Equipment</u>. Delete the paragraph in Subsection 401.03.9 on page 264 and substitute the following:

Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift HMA pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

CODE: (IS)

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

DATE: 11/04/2005

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DATE:** 03/30/2007

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

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

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

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

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

CODE: (IS)

**DATE:** 11/04/2005

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

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

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

### SPECIAL PROVISION NO. 907-407-1

**DATE:** 02/26/2008

**SUBJECT:** Tack Coat

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

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

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

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

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

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

907-407-A: Asphalt for Tack Coat \*

- per gallon

CODE: (SP)

\* Grade may be specified

CODE: (SP)

### SPECIAL PROVISION NO. 907-413-1

**DATE:** 03/08/2006

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

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

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

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

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

### 907-413.03--Construction Requirements.

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

<u>907-413.03.2--Construction Methods</u>. Any existing HMA over the joint shall be removed by milling or other approved methods so as to expose the PCC joint for cleaning and filling. All existing joint materials (soil, HMA, debris) shall be removed to the depth specified herein, without causing damage to the existing joint faces or the surface of the PCC pavement. Joints

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

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

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

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

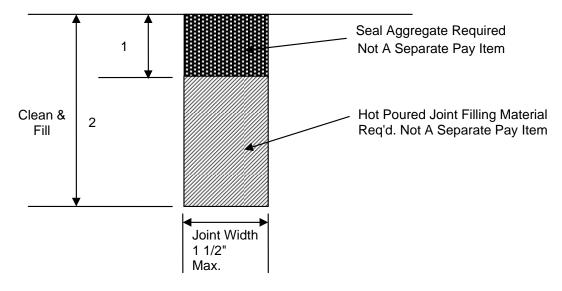
The price for cleaning and filling joints as directed by the Engineer shall include the cost of continuous maintenance of traffic and protective services as required by the Traffic Control Plan. This shall include all required individual traffic control devices.

Payment will be made under:

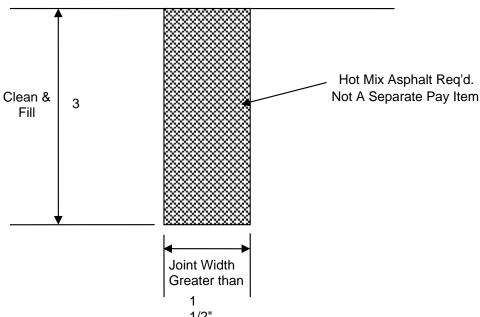
907-413-D: Cleaning and Filling Joints in PCC Pavement

- per linear foot

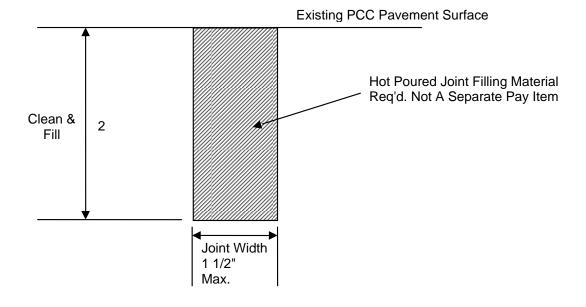
Variable Depth Asphalt—Remove as necessary to expose PCC joint

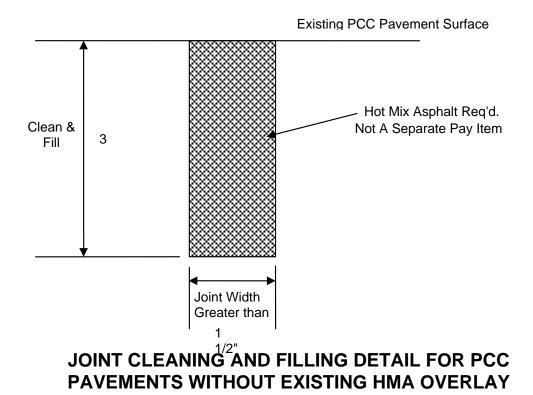


Variable Depth Asphalt—Remove as necessary to expose PCC joint



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





### SPECIAL PROVISION NO. 907-413-2

CODE: (SP)

**DATE:** 05/09/2008

**SUBJECT:** Sawing and Sealing Transverse Joints in Asphalt Pavement

Section 413, Cleaning and Sealing Joints and Cracks, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

### 907-413.03--Construction Requirements.

### 907-413.03.3-- Sawing and Sealing Transverse Joints in Asphalt Pavement.

<u>907-413.03.3.1--General.</u> Delete the first paragraph of Subsection 413.03.3.1 on page 296 and substitute the following:

The Contractor's operation shall be conducted so that sawcutting of transverse joints, cleaning, and sealing is a continuous operation. The entire sawing and sealing operation shall be completed within seven (7) days after the placement of the final wearing course, unless the approved traffic control plan or sequence of operations provide otherwise. Traffic shall not be allowed on sawed unsealed joints in the final wearing course.

When intermediate lifts must be exposed to traffic for over seven (7) days, the Contractor shall be required to make an interim 1/8-inch wide saw cut which is one third (1/3) as deep as the hot mix asphalt layer. This interim saw cut does not require sealing. Costs of this interim cut(s) is to be absorbed the pay item for sawing and sealing transverse joints in asphalt payement.

**907-413.05--Basis of Payment.** Add the "907" prefix to pay item no. 413-E on page 298.

CODE: (SP)

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

DATE: 12/12/2006

**SUBJECT:** Placement of Temporary Traffic Stripe

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

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

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

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

### SPECIAL PROVISION NO. 907-626-15

CODE: (IS)

**DATE:** 03/17/2008

**Thermoplastic Traffic Markings SUBJECT:** 

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

907-626.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 446.

CODE: (SP)

### SPECIAL PROVISION NO. 907-626-16

**DATE:** 06/02/2008

**SUBJECT:** 40-mil Thermoplastic Markings

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

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

### 907-626.02--Materials.

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

**907-626.02.2--Pigment.** The pigment used for the white compound shall be a high-grade pure (minimum 93% titanium dioxide, TiO<sub>2</sub>). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the compound.

The pigments used for the yellow paint compound shall be heat resistant and shall produce a compound meeting the requirements of FED 595 Color No. 33538. The yellow marking material shall contain a minimum of 4 percent by weight of the yellow pigment. Yellow pigment shall be lead free.

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

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

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

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

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

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

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

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

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

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

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

(g) Coating: The glass beads used for intermix shall be uncoated. The glass beads used for the

drop on application shall be coated with an adhesion promoting coating. Silicone coated drop on beads shall not be allowed.

(h) **Packaging**. The drop on glass beads shall be delivered in moisture proof bags consisting of at least five-ply paper construction unless otherwise approved. Each bag shall contain 50 or 55 pounds net, and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged.

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

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

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

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

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

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White: Daylight Reflectance (Y) 75 percent minimum *Yellow: Daylight Reflectance (Y) 42-59 percent
```

\* Shall match Federal 595 Color No. 33538 .and chromaticity limits as follows:

```
x .470 .510 .485 .530
y .455 .485 .425 .456
```

**907-626.02.5.1--Specific Gravity.** The specific gravity of the material shall not exceed 1.87.

<u>907-626.02.5.2--Softening Point.</u> After heating the material for four hours  $\pm 5$  minutes at  $375^{\circ}$   $\pm 3^{\circ}$ F and testing in accordance with ASTM E28, the material shall have a minimum softening point of  $180^{\circ}$ F as measured by the ring and ball method.

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

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

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

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

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

### 907-626.03--Construction Requirements.

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

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

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

Pavement marking materials shall not be applied when air or pavement surface temperatures are

below 40°F, or when the surface of the pavement contains any evidence of moisture.

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

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

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

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

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

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

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

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

Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will

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

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

Payment will be made under:

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

CODE: (SP)

### SPECIAL PROVISION NO. 907-626-19

**DATE:** 01/08/2009

**SUBJECT:** Thermoplastic Blue ADA Markings

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

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

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

**907-626.04--Method of Measurement.** After the last paragraph of Subsection 626.04 on page 446, add the following:

For pay items indicated to be 4-inch equivalents, the detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than four inches in width will be converted to equivalent lengths of four-inch stripe. Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than four inches in width will be converted to equivalent lengths of four-inch widths. Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

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

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

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

907-626-G: Thermoplastic Detail Stripe, Blue-ADA - per linear foot

907-626-H: Thermoplastic Legend, Blue-ADA - per square foot

907-626-H: Thermoplastic Legend, Handicap Symbol, <u>Color</u> - per each

CODE: (IS)

### SPECIAL PROVISION NO. 907-703-8

**DATE:** 06/01/2009

**SUBJECT:** Aggregates

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

<u>907-703.03.2.4--Gradation</u>. Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

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

<u>907-703.04.1--Coarse Aggregate.</u> Delete the first sentence of the first paragraph of Subsection 703..04.1 on page 611, and substitute the following:

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed stone, slag, granite, shell, gravel, concrete, or combination thereof.

<u>907-703.04.2--Fine Aggregate.</u> Delete the first sentence of the first paragraph of Subsection 703..04.2 on page 611, and substitute the following:

Fine aggregate, defined as material passing no. 8 sieve, shall be material resulting from the crushing of stone, slag, gravel, concrete, or combination thereof.

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

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

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

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

### **Crushed Concrete**

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

CODE: (IS)

SPECIAL PROVISION NO. 907-707-2

**DATE:** 02/15/2006

**SUBJECT:** Joint Materials

Section 707, Joint Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-707.02.1.3--Concrete Joint Sealer Compound - Hot-Poured Elastic Type**. In the first paragraph of Subsection 707.02.1.3 on page 633, delete "AASHTO Designation: M 173" and replace with "AASHTO Designation: M 324 for Type I Joint and Crack Sealant".

Delete in toto Subsection 707.02.1.5 on pages 634 and 635 and substitute:

<u>907-707.02.1.5--Backer Rod for Use with Hot and Cold Poured Joint Sealer.</u> The backer rod shall be a closed-cell foam rod made from polyethylene, polyolefin or similar type material, and shall conform to ASTM Designation: D 5249. The backer rod shall either be a Type 1, for use with either hot or cold poured joint sealers, or a Type 3, for use with cold poured joint sealers only.

The Contractor shall furnish a three linear foot sample of each shipment, and three copies of the manufacturer's certification that the backer rod meets the requirements of this specifications.

CODE: (IS)

### SPECIAL PROVISION NO. 907-720-1

**DATE:** 3/17/2008

**SUBJECT:** Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-720.02--Thermoplastic Pavement Markings.</u> Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

### SPECIAL PROVISION NO. 906-3

### **Training Special Provisions**

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

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

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

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

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

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

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

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

Page 2 of 3

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

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

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

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

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

Page 3 of 3

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

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

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

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

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

### **SPECIAL PROVISION NO. 906-6**

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

### **ALTERNATE TRAINING SPECIAL PROVISION**

### **PURPOSE**

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

### **INTRODUCTION**

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

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

The success of the OJT Program will require that contractors and subcontractors take part in the program and follow uniform procedures in training and in tracking trainee's progress.

### **FUNDING**

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

### **DISBURSEMENT OF FUNDS**

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

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

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

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

### TRAINING PROGRAM APPROVAL

- A. To use the OJT Program on highway construction projects, the contractor will notify the Department Office of Civil Rights using the On-the-Job Trainee Schedule Form. The notification must include the following information:
  - Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Number of Training Hours Required
- B. If a contractor chooses to use a training program different from those listed in the OJT Program Manual, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
  - 1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
  - 2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
  - 3. No less than minimum wage.
  - 4. Trainee certification of completion.
  - 5. Records and reports submitted to the Office of Civil Rights on a monthly basis.

### **DEPARTMENT RESPONSIBILITY**

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

### CONTRACTOR RESPONSIBILITY

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

### WAGE RATE

The wage rate for all trainees is the current Minimum Federal Wage Rate, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.

### RECRUITMENT AND SELECTION PROCEDURES

### A. Prerequisites for Trainees

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

B. Licenses

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

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

### C. Recruitment

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

### D. Selection

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

### SECTION 905 - PROPOSAL

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

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

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

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

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

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

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

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

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

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

### SECTION 905 -- PROPOSAL (CONTINUED)

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

I (We) enclose a certified check, cashier's check or bid bond for <u>five percent (5%) of total bid</u> and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully Submitted,

|  | • •              |            |     |     |        |
|--|------------------|------------|-----|-----|--------|
|  | DATE             |            |     |     |        |
|  |                  |            |     |     |        |
|  |                  |            |     |     |        |
|  |                  | Contractor |     |     |        |
|  | BY               |            |     |     |        |
|  |                  | Signature  |     |     |        |
|  | TITLE            |            |     |     |        |
|  | ADDRESS          |            |     |     |        |
|  | CITY, STATE, ZIP |            |     |     |        |
|  | PHONE            |            |     |     |        |
|  | FAX              |            |     |     |        |
|  | E-MAIL           |            |     |     |        |
| (To be filled in if a corporation)   |                  |            |     |     |        |
| Our corporation is chartered under the Laws of titles and business addresses of the executives are as follows: | he State of      |            | and | the | names, |
| President  |                  | Address    |     |     |        |
| Secretary  |                  | Address    |     |     |        |
| Treasurer  |                  | Address    |     |     |        |

Revised 11/24/2008

The following is my (our) itemized proposal.

Milling and overlaying approximately 1 mile of SR 492 and 489 in Union, known as State Project Nos. MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302, in the County of Newton, State of Mississippi.

I (We) agree to complete the entire project within the specified contract time.

### \*\*\* SPECIAL NOTICE TO BIDDERS \*\*\*

# BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED. BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED \*\*\*BID SCHEDULE\*\*\*

| Line | Item Code | Adj  | Quantity | Units          | Description   | Unit Price | e  | Item Amou | ınt |
|------|-----------|------|----------|----------------|---|------------|----|-----------|-----|
| No.  |           | Code |          |                |   | Dollar     | Ct | Dollar    | Ct  |
|      |           |      |          |                | Roadway Items   |            |    |           |     |
| 0010 | 202-B097  |      | 310      | Square<br>Yard | Removal of Concrete Overlayed w/ Asphalt Pavement, All Depths |            |    |           |     |
| 0020 | 310-B001  | (GY) | 200      | Cubic<br>Yard  | Size I Stabilizer Aggregate, Coarse                           |            |    |           |     |
| 0030 | 406-A001  |      | 14,960   | Square<br>Yard | Cold Milling of Bituminous Pavement, All Depths               |            |    |           |     |
| 0040 | 413-C001  |      | 16,000   | Linear<br>Feet | Cleaning and Sealing Cracks                                   |            |    |           |     |
| 0050 | 503-A012  | (C)  | 292      | Square<br>Yard | 8" and Variable Plain Concrete Pavement, Broom Finish         |            |    |           |     |
| 0060 | 503-C007  |      | 750      | Linear<br>Feet | Saw Cut, Full Depth   |            |    |           |     |
| 0070 | 503-D001  |      | 70       | Cubic<br>Yard  | Concrete for Base Repair                                      |            |    |           |     |
| 0800 | 503-E002  |      | 265      | Each           | Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted       |            |    |           |     |

| Line<br>No. | Item Code | Adj<br>Code | Quantity | Units          | Description  | Unit Price |     | Bid Amount | t |
|-------------|-----------|-------------|----------|----------------|--|------------|-----|------------|---|
| 0090        | 613-D005  |             | 10       | Each           | Adjustment of Manhole  |            |     |            |   |
| 0100        | 613-D011  |             | 10       | Each           | Adjustment of Water Valve                                      |            |     |            |   |
| 0110        | 618-A001  |             | 1        | Lump Sum       | Maintenance of Traffic   | XXXXXXXX   | XXX |            |   |
| 0120        | 619-A1001 |             | 5,280    | Linear<br>Feet | Temporary Traffic Stripe, Continuous White                     |            |     |            |   |
| 0130        | 619-A1002 |             | 2        | Mile           | Temporary Traffic Stripe, Continuous White                     |            |     |            |   |
| 0140        | 619-A2001 |             | 5,280    | Linear<br>Feet | Temporary Traffic Stripe, Continuous Yellow                    |            |     |            |   |
| 0150        | 619-A2002 |             | 2        | Mile           | Temporary Traffic Stripe, Continuous Yellow                    |            |     |            |   |
| 0160        | 619-A5001 |             | 4,000    | Linear<br>Feet | Temporary Traffic Stripe, Detail                               |            |     |            |   |
| 0170        | 619-A6001 |             | 1,700    | Linear<br>Feet | Temporary Traffic Stripe, Legend                               |            |     |            |   |
| 0180        | 619-A6002 |             | 150      | Square<br>Feet | Temporary Traffic Stripe, Legend                               |            |     |            |   |
| 0190        | 619-D1001 |             | 57       | Square<br>Feet | Standard Roadside Construction Signs, Less than 10 Square Feet |            |     |            |   |
| 0200        | 619-D2001 |             | 286      | Square<br>Feet | Standard Roadside Construction Signs, 10 Square Feet or More   |            |     |            |   |

| Line<br>No. | Item Code    | Adj<br>Code | Quantity | Units          | Description  | Unit Price | Bid Amount |
|-------------|--------------|-------------|----------|----------------|--|------------|------------|
| 0210        | 619-G4005    |             | 36       | Linear<br>Feet | Barricades, Type III, Double Faced                                 |            |            |
| 0220        | 627-K001     |             | 12       | Each           | Red-Clear Reflective High Performance Raised Markers               |            |            |
| 0230        | 627-L001     |             | 135      | Each           | Two-Way Yellow Reflective High Performance Raised Markers          |            |            |
| 0240        | 628-J002     |             | 114      | Linear<br>Feet | 6" High Performance Cold Plastic Traffic Stripe, Continuous White  |            |            |
| 0250        | 628-M002     |             | 114      | Linear<br>Feet | 6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow |            |            |
| 0260        | 907-304-A001 | (GY)        | 200      | Cubic<br>Yard  | Granular Material, LVM, Class 5, Group C                           |            |            |
| 0270        | 907-403-A011 | (BA1)       | 4,040    | Ton            | Hot Mix Asphalt, ST, 12.5-mm mixture                               |            |            |
| 0280        | 907-403-B007 | (BA1)       | 615      | Ton            | Hot Mix Asphalt, ST, 12.5-mm mixture, Leveling                     |            |            |
| 0290        | 907-413-D001 |             | 10,249   | Linear<br>Feet | Cleaning and Filling Joints in PCC Pavement                        |            |            |
| 0300        | 907-413-E001 |             | 10,249   | Linear<br>Feet | Sawing and Sealing Transverse Joints in Asphalt Pavement           |            |            |
| 0310        | 907-626-B003 |             | 2,640    | Linear<br>Feet | 6" Thermoplastic Traffic Stripe, Continuous White                  |            |            |
| 0320        | 907-626-B004 |             | 2        | Mile           | 6" Thermoplastic Traffic Stripe, Continuous White                  |            |            |

| Line<br>No. | Item Code    | Adj<br>Code | Quantity | Units          | Description   | Unit Price | Bid Amount |  |
|-------------|--------------|-------------|----------|----------------|---|------------|------------|--|
| 0330        | 907-626-E003 |             | 2,640    | Linear<br>Feet | 6" Thermoplastic Traffic Stripe, Continuous Yellow                              |            |            |  |
| 0340        | 907-626-E004 |             | 2        | Mile           | 6" Thermoplastic Traffic Stripe, Continuous Yellow                              |            |            |  |
| 0350        | 907-626-G001 |             | 200      | Linear<br>Feet | Thermoplastic Detail Stripe, Blue-ADA   |            |            |  |
| 0360        | 907-626-G004 |             | 2,600    | Linear<br>Feet | Thermoplastic Detail Stripe, White  |            |            |  |
| 0370        | 907-626-G005 |             | 1,600    | Linear<br>Feet | Thermoplastic Detail Stripe, Yellow   |            |            |  |
| 0380        | 907-626-H002 |             | 3        | Each           | Thermoplastic Legend, Blue-ADA Handicap Symbol                                  |            |            |  |
| 0390        | 907-626-H004 |             | 1,900    | Linear<br>Feet | Thermoplastic Legend, White   |            |            |  |
| 0400        | 907-626-H005 |             | 250      | Square<br>Feet | Thermoplastic Legend, White   |            |            |  |
| 0410        | 907-626-Y001 |             | 6,000    | Linear<br>Feet | Thermoplastic Detail Traffic Stripe, White, 4" Equivalent Length, 40-mil. min.  |            |            |  |
| 0420        | 907-626-Y003 |             | 1,200    | Linear<br>Feet | Thermoplastic Detail Traffic Stripe, Yellow, 4" Equivalent Length, 40-mil. min. |            |            |  |

|  | *** BID CERTIFICATION ***                      |                                       |
|--|--|---------------------------------------|
| TOTAL BID  | \$   |                                       |
|  |  |                                       |
|  | *** SIGNATURE STATEMENT ***                    |                                       |
| BIDDER ACKNOWLEDGES THAT HE/SHE HAS CI<br>THEREIN CONSTITUTE THEIR OFFICIAL BID. | HECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY | Y AND CERTIFIED THAT THE FIGURES SHOW |
|  | BIDDER'S SIGNATURE                             | _                                     |
|  | BIDDER'S COMPANY                               |                                       |
|  | BIDDER'S FEDERAL TAX ID NUMBER                 | _                                     |

### **CONDITIONS FOR COMBINATION BID**

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

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

\*

### **COMBINATION BID PROPOSAL**

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

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

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

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

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

| Project Number | Pay Item<br>Number | Unit | Unit Price<br>Reduction | Total Item<br>Reduction | Total Contract<br>Reduction |
|----------------|--------------------|------|-------------------------|-------------------------|-----------------------------|
| 1.             |                    |      |                         |                         | , , , ,                     |
|                |                    |      |                         |                         |                             |
| 2.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 3.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 4.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 5.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 6.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 7.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
| 8.             |                    |      |                         |                         |                             |
|                |                    |      |                         |                         |                             |
|                | 1                  |      |                         |                         |                             |

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

II.

| Project Number  | Pay Item<br>Number  | Unit       | Unit Price<br>Reduction  | Total Item<br>Reduction   | Total Contract<br>Reduction |  |  |
|---|---|------------|--------------------------|---------------------------|-----------------------------|--|--|
| 9.  |   |            |                          |                           |                             |  |  |
|   |   |            |                          |                           |                             |  |  |
| 10.   |   |            |                          |                           |                             |  |  |
|   |   |            |                          |                           |                             |  |  |
|   |   |            |                          |                           |                             |  |  |
|   |   |            |                          |                           |                             |  |  |
| C. If option (c) has been select  | ted, then initial ar  | nd compl   | ete one of the following | ng, go to II. and sign Co | mbination Bid Proposal.     |  |  |
| I (We) desire to be a   | awarded work no   | t to excee | ed a total monetary va   | lue of \$                 | ·                           |  |  |
| I (We) desire to be a   | I (We) desire to be awarded work not to exceed number of contracts. |            |                          |                           |                             |  |  |
| It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State. |   |            |                          |                           |                             |  |  |
| It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.                     |   |            |                          |                           |                             |  |  |
| I (We), the undersigned, agree to complete each contract on or before its specified completion date.  |   |            |                          |                           |                             |  |  |
| SIGNED  |   |            |                          |                           |                             |  |  |

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

### **CERTIFICATE**

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

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

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

| I,   |
|--|
| (Name of person signing certification)   |
| individually, and in my capacity as of   |
| (Title)  |
| do hereby certify under  |
| (Name of Firm, Partnership, or Corporation)  |
| penalty of perjury under the laws of the United States and the State of Mississippi that   |
|  |
| (Name of Firm, Partnership, or Corporation)  |
| on Project No. MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302   |
| in <u>Newton</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)   |

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

| I,   |
|--|
| (Name of person signing certification)   |
| individually, and in my capacity as of   |
| (Title)  |
| do hereby certify under  |
| (Name of Firm, Partnership, or Corporation)  |
| penalty of perjury under the laws of the United States and the State of Mississippi that   |
|  |
| (Name of Firm, Partnership, or Corporation)  |
| on Project No. MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302   |
| in <u>Newton</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)   |

# CONTRACT FOR MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302 LOCATED IN THE COUNTY(IES) OF Newton 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

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.

|  |  | W      | itness | our signatures | this the           | day of            | ,               | ·    |      |        |     |    |
|--|--|--------|--------|----------------|--------------------|-------------------|-----------------|------|------|--------|-----|----|
| <br>By   |  | tracto | ` '    |                |                    | MISSISSIPPI TR    | RANSPORTA'      | ΓΙΟΝ | COM  | MISSIC | Ν   |    |
| Title  |  |        |        |                | By                 |                   |                 |      |      |        |     |    |
| Signed and sealed in the presence of: (names and addresses of witnesses) |  |        |        |                | Executive Director |                   |                 |      |      |        |     |    |
| - <u></u>  |  |        |        |                |                    | Secre             | etary to the Co | mmis | sion |        |     |    |
|  |  | -      |        |                | •                  | Commission , Page |                 |      | the  |        | day | of |

Revised 8/06/2003

### S E C T I O N 9 0 3 PERFORMANCE AND PAYMENT BOND

| CONTRACT BOND FOR: MP-5492-51(010) & MP-5489-51(008) / 303817301 & 302  |
|---|
| LOCATED IN THE COUNTY(IES) OF: Newton   |
| STATE OF MISSISSIPPI,   |
| COUNTY OF HINDS   |
| Know all men by these presents: that we,  |
| ( Contractor )  |
| Principal, a  |
| residing at in the State of   |
| and ( Surety )  |
| residing at in the State of   |
| authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound   |
| unto the State of Mississippi in the sum of   |
| unto the State of Mississippi in the sum of   |
| (\$) Dollars, lawful money of the United States of America, to be paid  |
| to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or   |
| assigns jointly and severally by these presents.  |
| assigns jointly and severally by these presents.  |
| Signed and sealed this the day of A.D   |
| Signed and seared this the day of   |
| The conditions of this bond are such, that whereas the said   |
| The conditions of this bond are such, that whereas the said   |
| principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of   |
| day ofA.Dhereto annexed, for the construction of certain projects(s)  |
| in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, or  |
| file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.  |
| The in the offices of the Mississippi Department of Transportation, steekson, Mississippi.  |
| Now therefore, if the above bounden   |
| in all things shall stand to and abide by and well and truly observe  |
| do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract   |
| contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the<br>manner and form and furnish all of the material and equipment specified in said contract in strict accordance with |
| the terms of said contract which said plans, specifications and special provisions are included in and form a part of   |
| said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in   |
| Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud    |
| or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in  |

### **SECTION 903 - CONTINUED**

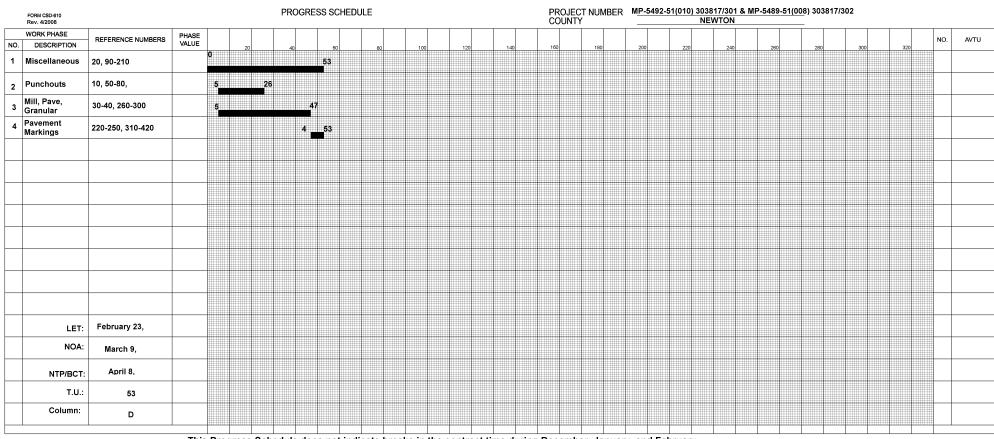
the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, 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 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  |
|   | (Signature) Attorney in Fact    |
|   | Address                         |
|   |                                 |
| Title(Contractor's Seal)                  | (Printed) MS Agent              |
| ,   | , , ,                           |
|   | (Signature) MS Agent            |
|   | Address                         |
|   |                                 |
|   | (Surety Seal)                   |
|   | Mississippi Insurance ID Number |



# **BID BOND**

| KNOW ALL MEN BY THE  | SE PRESENTS, that we   |  |  |  |
|--|--|--|--|--|
|  |  |  | Contractor   |  |
|  | _  |  | Address  |  |
|  | _  |  | City, State ZIP  |  |
| as Principal, hereinafter called   | d the Principal, and   |  | Surety   |  |
|  |  | _  | •  |  |
| a corporation duly organized   |  |  |  |  |
| as Surety, hereinafter called the  | he Surety, are held and fir  | mly bound unto _   | State of Mississippi, Jackso   | n, Mississippi   |
| As Obligee, hereinafter called   | Obligee, in the sum of <b>F</b>  | Five Per Cent (5%  | 6) of Amount Bid   |  |
|  |  |  | Dollars (\$  | )  |
| for the payment of which so<br>executors, administrators, suc                                    |  |  | rincipal and said Surety, bind<br>firmly by these presents.  | d ourselves, our heirs,  |
|  | oject Nos. MP-5492-51(   |  | ng approximately 1 mile of 9-51(008) / 303817301 & 30  |  |
| said Principal will, within the<br>performance of the terms and<br>will pay unto the Obligee the | e time required, enter into<br>d conditions of the contra-<br>e difference in money bet<br>atracts with another party to<br>bunder exceed the penal su | o a formal contract, then this oblig tween the amount to perform the wound hereof. | aforesaid Principal shall be awet and give a good and suffici-<br>ation to be void; otherwise the of the bid of the said Principals if the latter amount be in expensed. | ient bond to secure the<br>ne Principal and Surety<br>oal and the amount for |
|  |  |  |  |  |
|  |  |  | (Principal)  | (Seal)   |
|  |  | By:  |  |  |
| (Witn  | ness)  |  | (Name)   | (Title)  |
|  |  |  | (Surety)   | (Seal)   |
|  |  | D  |  |  |
| (Witn  | ness)  | By:  | (Attorney-in-Fact  | )  |
|  |  |  | MS Agent   |  |
|  |  |  | Mississippi Insurance ID   | Number   |



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

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