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SM No. CMP2000000611

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF (EXEMPT)

11

Installation of Pavement Markings on Various Routes in District 2, know as State Aid Project No. MP-2000-00(061) / 303884301, in District 2, State of Mississippi.

Project Completion: October 13, 2011

#### 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)

 All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
 If the bid sheets were prepared using the Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
 First sheet of SECTION 905PROPOSAL has been completed.
 Second sheet of SECTION 905PROPOSAL has been completed and signed.
Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.
 DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
 Form OCR-485, when required by contract, has been completed and <u>signed</u> .
 The last sheet of the bid sheets of SECTION 905PROPOSAL has been <u>signed</u> .
 Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
 Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .
 The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
 A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been <u>signed by the bidder</u> and has also been <u>signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety</u> with Power of Attorney attached.
 Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

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

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

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SECTION 905 - PROPOSAL,

PROPOSAL BID SHEETS.

COMBINATION BID PROPOSAL,

STATE BOARD OF CONTRACTORS REQUIREMENTS,

NON-COLLUSION CERTIFICATE.

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

(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, January 25, 2011, and shortly thereafter publicly opened on the Sixth Floor for:

Installation of Pavement Markings on Various Routes in District 2, known as State Aid Project No. MP-2000-00(061) / 303884301, in District 2, 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="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) 2

CODE: (IS)

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

**DATE:** 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

CODE: (SP)

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

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 777

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**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

<u>Pag</u>	ge 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	2 211.03.4	In the second sentence of the second paragraph, change "planted" to "plated".	
192	2 306.02.4	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	5 401.01	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	3 401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".	
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".	
269	403.03.2	In the table at the top of page 269, change the PI requirement from "=" to " $\leq$ ".	

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

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

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

CODE: (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. 2862

CODE: (SP)

**DATE:** 11/24/2009

**SUBJECT:** Standard Drawings

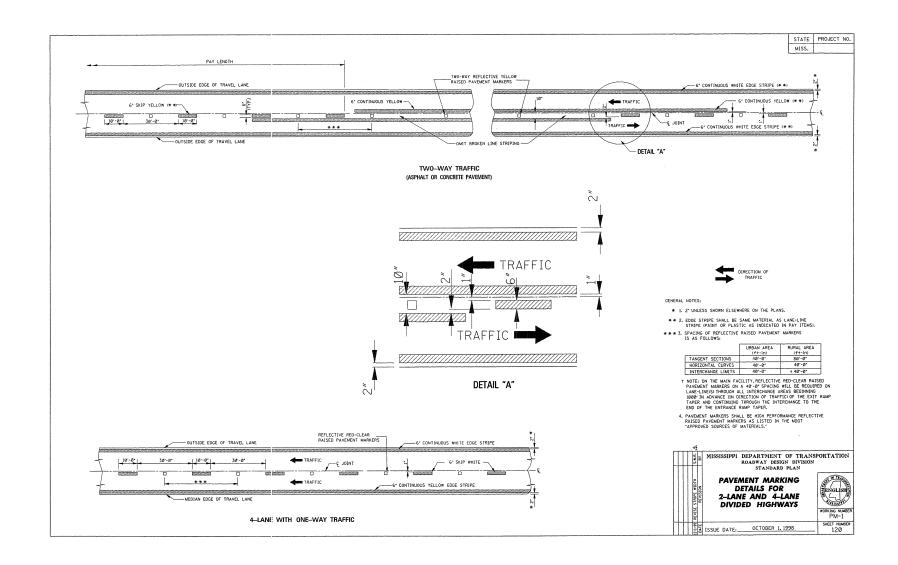
Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

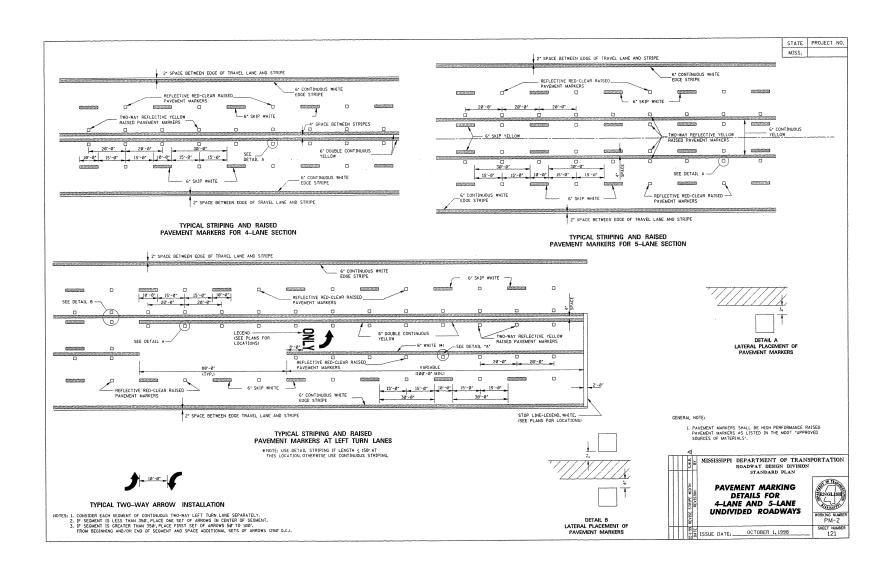
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850

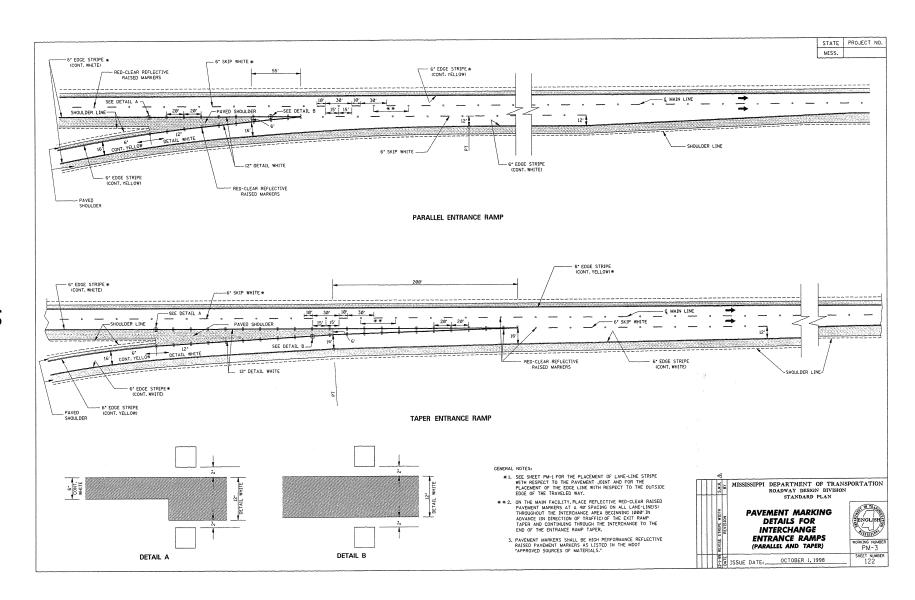
Telephone: (601) 359-7460 or FAX: (601) 359-7461

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

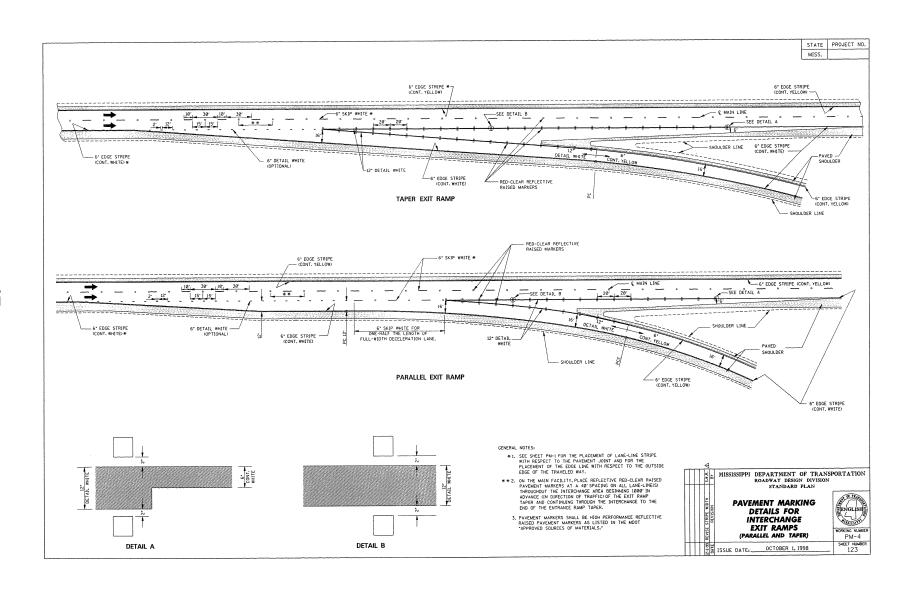


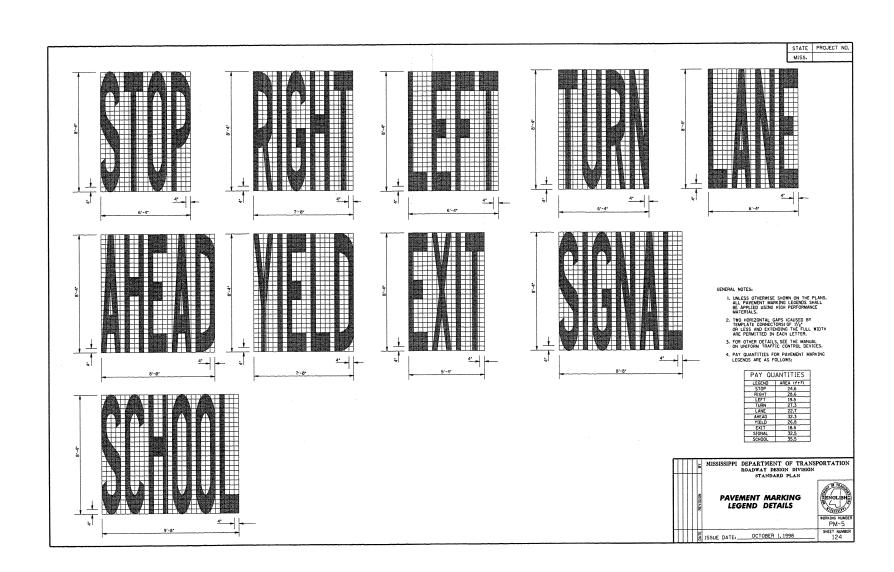
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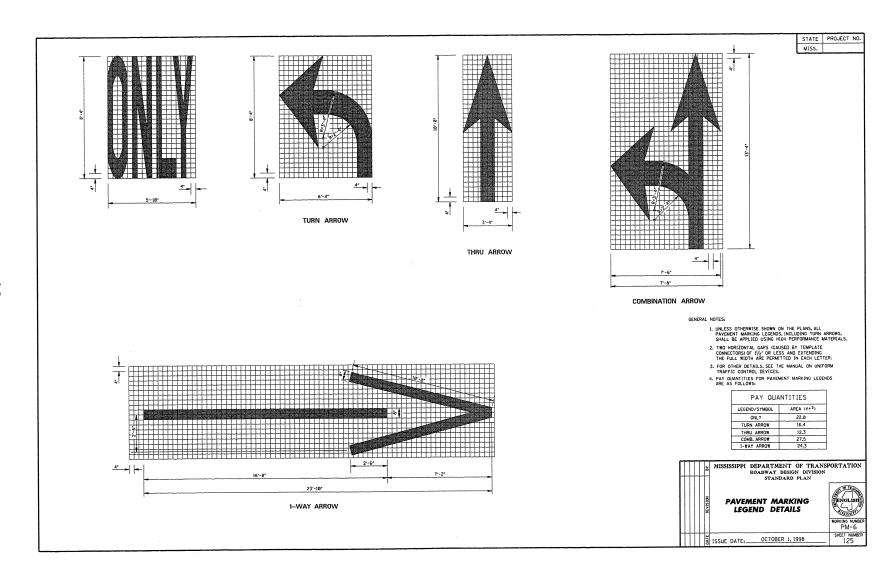




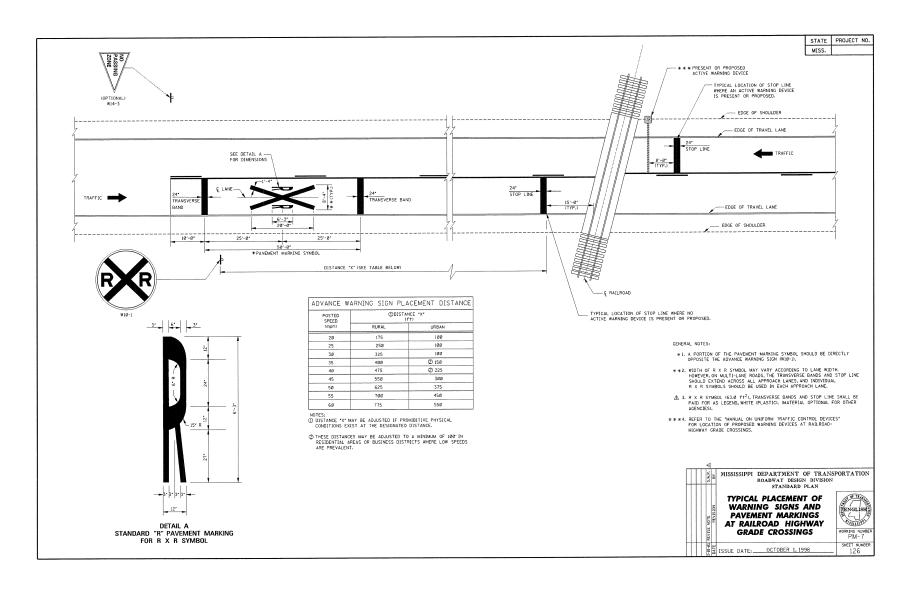
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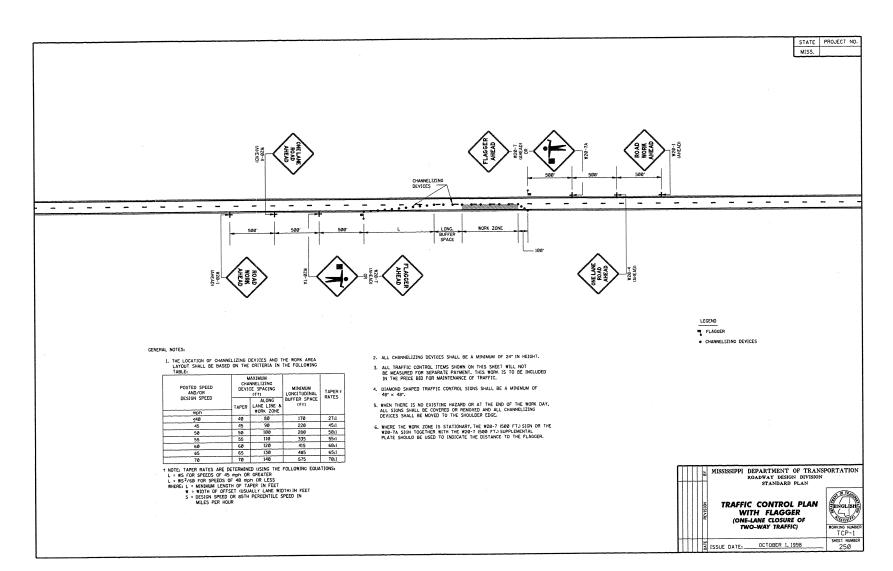


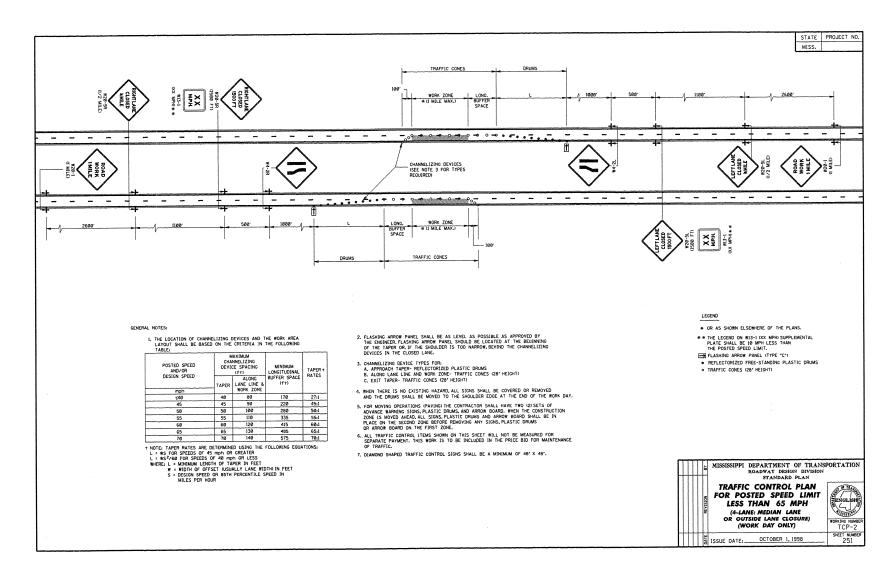


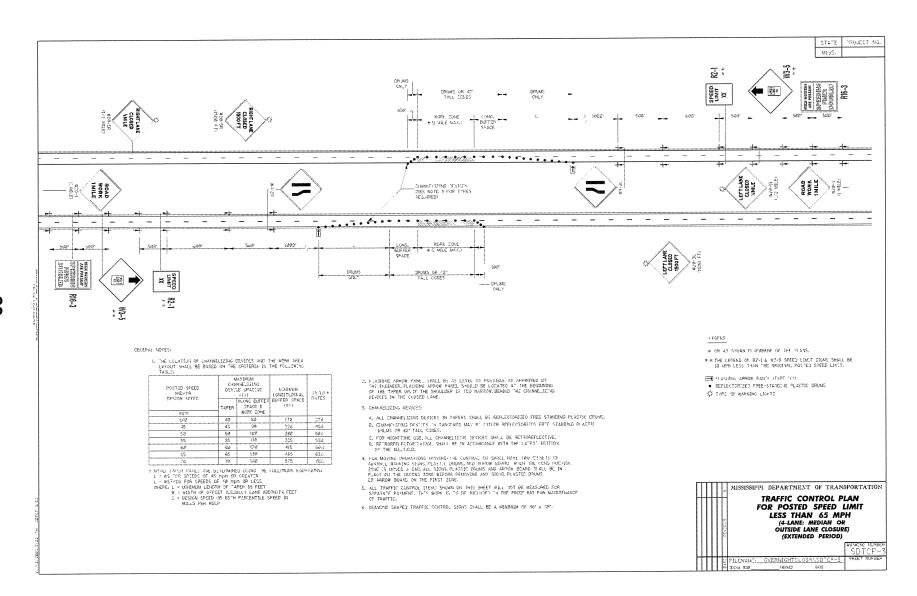


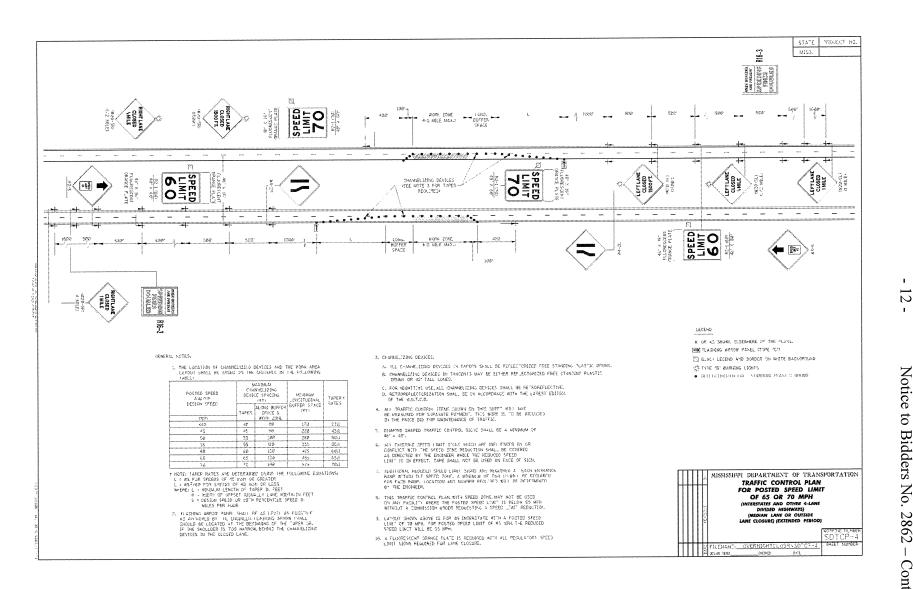
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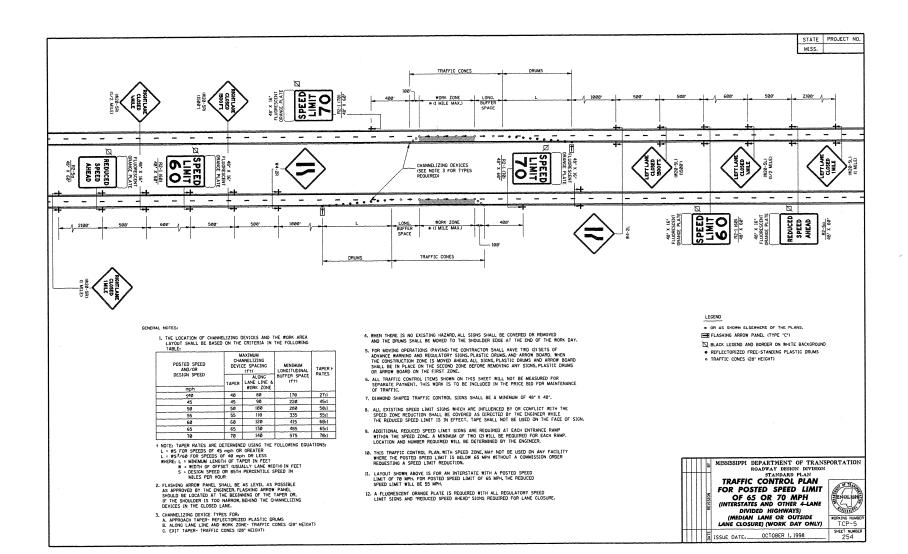






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STATE PROJECT NO. MISS.

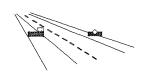


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#### STANDARD BARRICADES

- 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.
- 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.
- 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.

TYPE 3 OBJECT MARKER

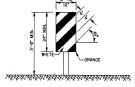
(OM-38)

3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

#### BARRICADE CHARACTERISTICS

	I	I	ш
WIDTH OF RAIL **	8" MIN 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 REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT 'A' FRAME	POST OR SKID

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



#### VERTICAL PANEL

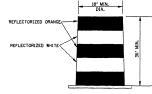
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8° TO 12° IN WIDTH AND A MINIMUM OF 24° IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.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

#### 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.
- 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.



#### 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.



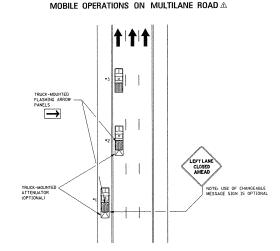


**PROJECTS** 

259

ISSUE DATE: OCTOBER 1, 1998

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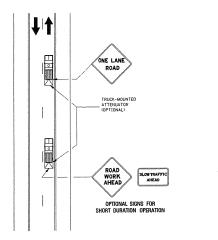


#### MOBILE OPERATIONS ON MULTILANE ROAD

#### 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, PAUALENT 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.

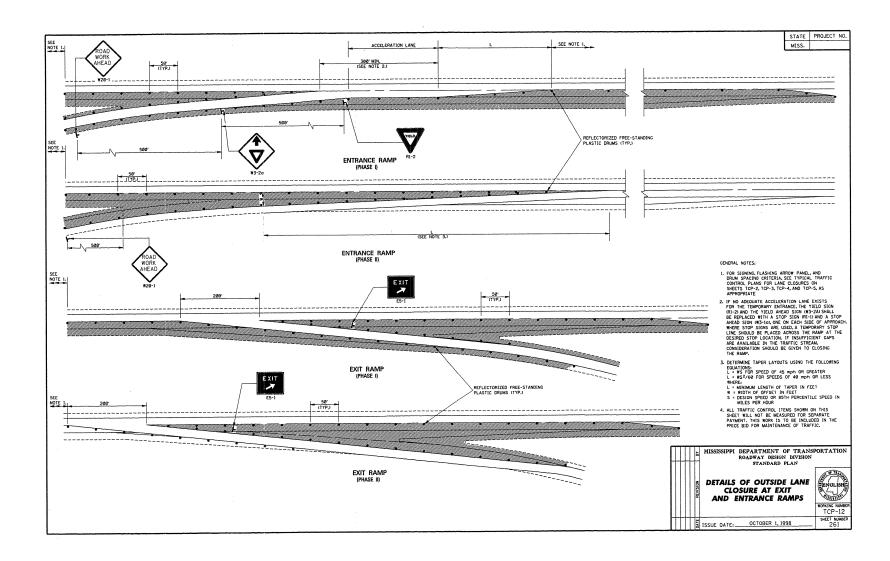


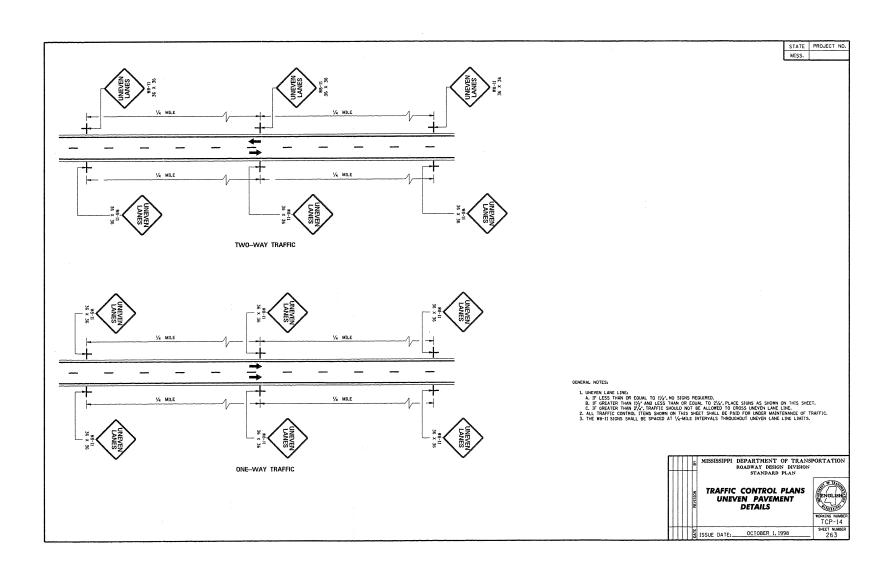
AND TWO-LANE ROADS

ISSUE DATE: OCTOBER 1, 1998

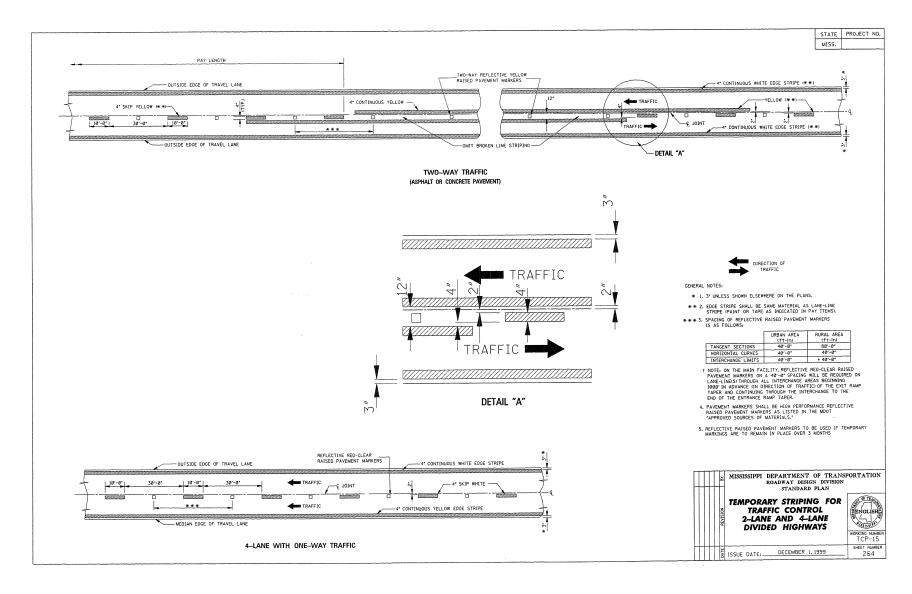
PENGLISH S ORKING NUMBE TCP-11

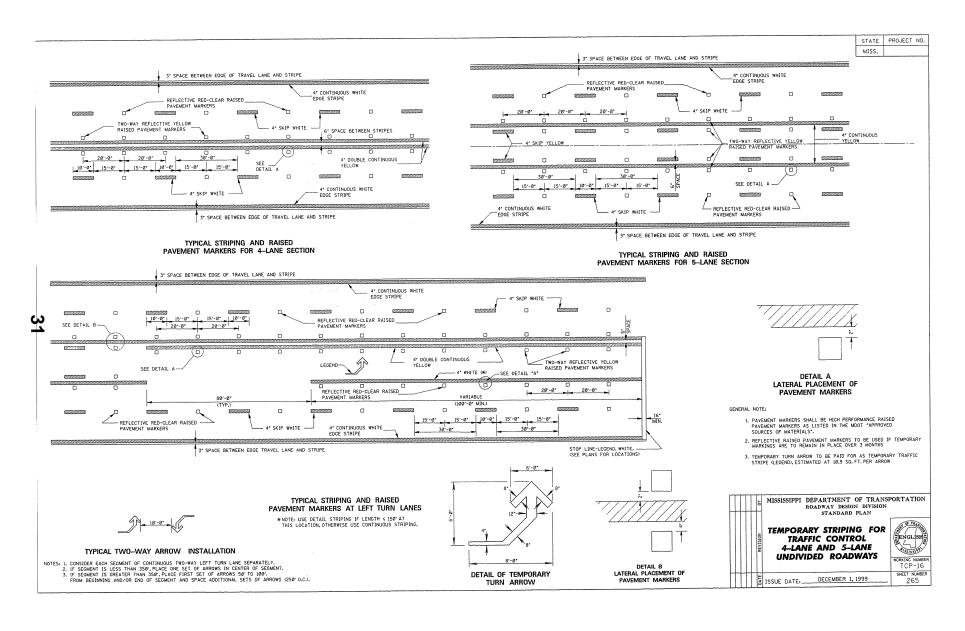
STATE PROJECT NO. MISS.





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CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2937

**DATE:** 01/11/2010

**SUBJECT:** Reduced Speed Limit Signs

Bidders are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

SECTION 904 - NOTICE TO BIDDERS NO. 3335 CODE: (SP)

**DATE:** 12/07/2010

**SUBJECT:** Contract Time

**PROJECT:** MP-2000-00(061) / 303884301 – District 2

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 13, 2011</u> which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than <u>February 8, 2011</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>March 10, 2011</u>.

Should the Contractor request a Notice to Proceed earlier than March 10, 2011, 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.

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

SECTION 904- NOTICE TO BIDDERS NO. 3336 CODE: (SP)

DATE: December 2, 2010

SUBJECT: SCOPE OF WORK

**PROJECT:** MP-2000-00(061) / 303884301 – District 2

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

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

Removal of existing pavement markings on concrete surfaces (bridges) will be required prior to placement of the new pavement markings.

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

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

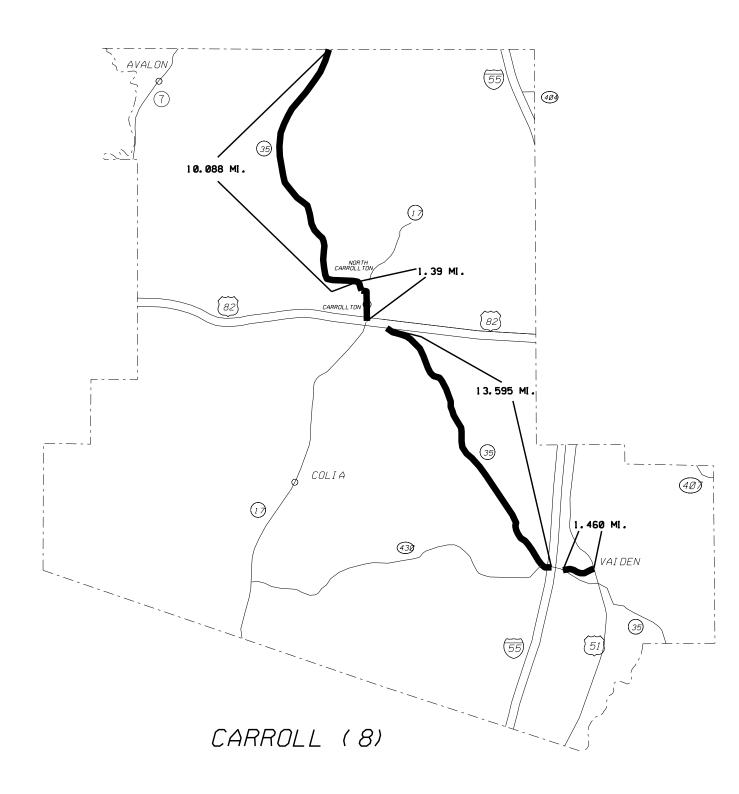
Incidental work that is necessary to complete the work shall not be measured for separate payment, and the cost shall be included in the items bid.

## MP-2000-00(061) / 303884301 – District 20tice To Bidders No.3336 -- Cont'd. Summary of Striping Routes

			Begin	End		<b>Total Miles</b>
						As shown
Route #	<u>County</u>	<u>Termini</u>	Log Mile	Log Mile	<u>Miles</u>	on map
05 400				45.550		h
SR 430	Carroll	From Sr 35 South to West Corp. limits	14.944	15.576	0.632	1 1
		Vaiden				1.460
		From West Corp. limits to US 51	15.576	16.404	0.828	
SR 35	Carroll	From I-55 to 0.5 Mi. N/O County	6.591	10.474	3.883	h
		Road 22	0.00		0.000	
		From 0.5 Mi N/O county Road 22 to				
		Pavement Management Section	10.474	16.205	5.731	<b> </b> 13.595
		From Pavement Management Section to				
		Relocation SR 35	16.205	19.615	3.410	
		From Relocation SR 35 to US 82	19.615	20.186	0.571	
		1 Tom Relocation Six 33 to 03 62	19.013	20.100	0.57 1	
SR 17	Carroll	From Center line US 82 to Carrollton	16.070	16.682	0.612	h
		(South Corp limits)				
		From Carrollton (South Corp Limits) to	16.682	17.013	0.331	
		Carrollton Library				
		From Carrollton Library to 300' N/O	17.013	17.253	0.240	1.390
		Big Sand Cr. Bridge	17.013	17.200	0.240	
		From 300' Big Sand Cr. Bridge to Stop	17.253	17.460	0.207	
		Bar @ 4-way Stop				
SR 35	Carroll	From 4 Forks to 200' S. of Co. Rd. 111	23.898	29.661	5.763	h
		France 2001 Q of Qo Pd 444 to	00.004	00.000	4.005	10.088
		From 200' S. of Co. Rd. 111 to Grenada Co. Line	29.661	33.986	4.325	
		Grenada Co. Line				
SR 3	Desoto	From Tunica Co. Line to US 61	0.000	1.233	1.233	1.233
SR 302	Desoto	From intersection of Enterprise Drive to	**	**	3.700	3.700
		just east of curb and gutter section at				1
		Hacks Cross Road				]
		(**limits extend beyond Pavement manage	ement Sec	tion)		
SR 332	Grenada	From US 51 to End State M <b>35</b> t.	0.000	2.537	2.537	2.537
JI 332	Jienaua	I TOTH OO OT TO ETHO State (View).	0.000	2.001	2.001	2.551
		•	•			

		- 3 -	<b>Begga</b> To	<b>Eidd</b> ers No.3	336 Con	Total Miles
						As shown
Route #	County	<u>Termini</u>	Log Mile	Log Mile	Miles	on map
SR 430	Leflore	From US 82 to Carroll Co. Line	0.000	4.244	4.244	4.244
SR 182	Montgomery	From US 51 to US 82 bypass			1.328	1.328
					4.00=	_
US 51	Montgomery	From CL Summit St. To S. of US 82	4.887	5.922	1.035	
		From S of US 82 to End of 3 lane	5.922	6.686	0.764	2.986
		1 TOTH 3 OF 03 02 to Elia of 3 faile	5.922	0.000	0.704	2.900
		From end of 3 lane to 0.5 Mi N of Crp Limits	6.686	7.873	1.187	
SR 310	Panola	From US 51 to 100 Ft. W/O ICGRR	14.185	14.669	0.484	
						1.675
		From 100 Ft. W/O ICGRR to East end	14.669	15.860	1.191	
		of I-55 No Acess				_
		From Dovernment Management to Foot				_
SR 4	Tate	From Pavement Management to East Side I-55 ROW	15.017	15.166	0.094	
3N 4	Tale	Side 1-33 NOV	13.017	15.100	0.094	
		From West Side I-55 ROW to East Side I-55 ROW	15.166	15.355	0.189	
						16.611
		From East side I-55 ROW to SR 305	15.355	23.377	8.022	
		From SR 305 to Marshall Co. line	23.377	31.683	8.306	
		Trom er des to maronan es mis	20.011	01.000	0.000	J
SR 4	Tunica	From US 61 to SR 3 (flying "Y")	4.486	13.459	8.973	8.973
CD 2	Tuniaa	From Tata Co. Line (Caldiviates Diseas) to	0.400	5 400	F 000	
SR 3	Tunica	From Tate Co. line (Coldwater River) to	0.482	5.482	5.000	
		Pritchard				16.144
		From Pritchard to Desoto Co. line	5.482	16.626	11.144	10.144
		Trom r mondra to besote co. inte	J 0.702	10.020	11.177	

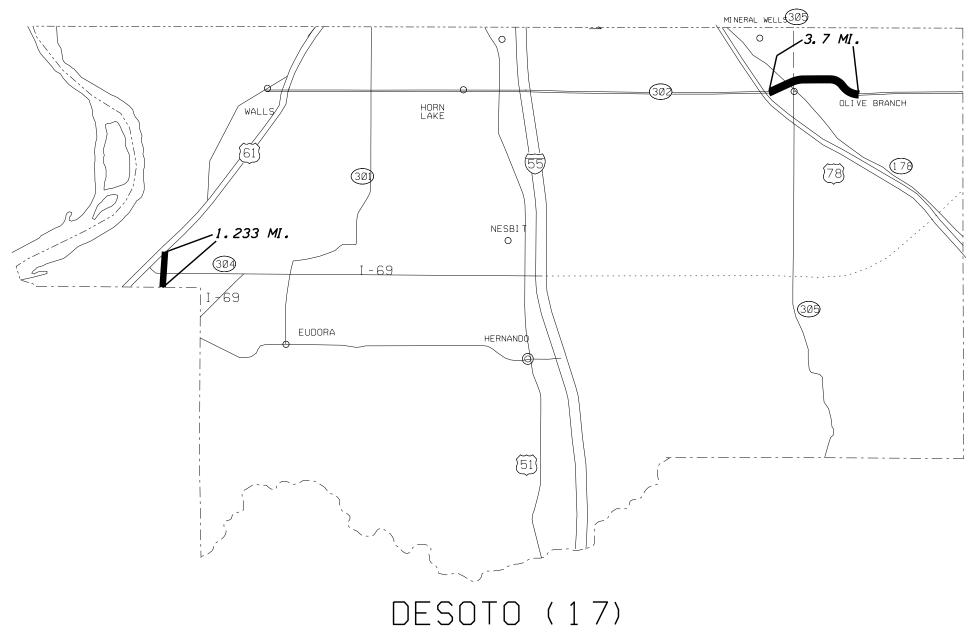
Total Miles = 85.964



### 7

# MP-2000-00(061) / 303884301 - District 2 Districtwide Installation of Pavement Markings Carrol County

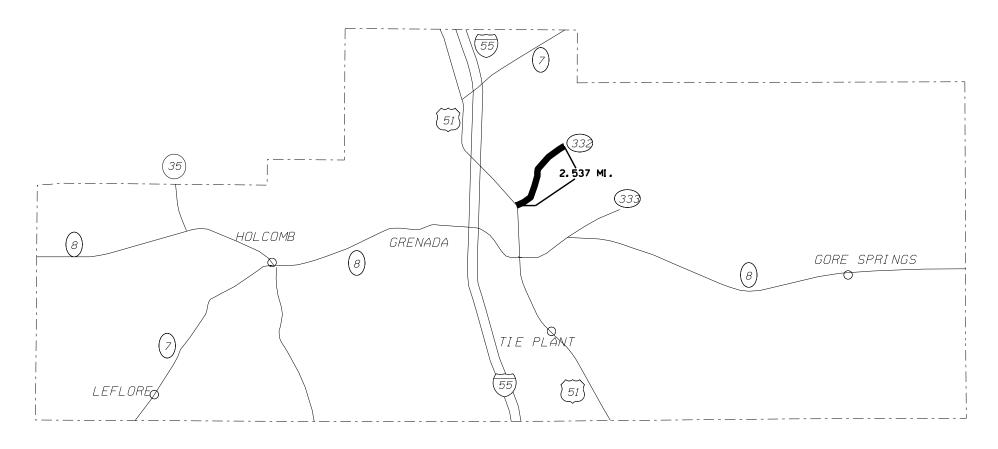
			<u>Quantity</u>	
Description	Unit	SR 430	SR 35	SR 17
Removal of Traffic Stripe	LF		660	
4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		7.78	
4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	2.98	47.63	2.40
4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile		10.10	0.65
4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	2.85	29.01	1.85
Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF		2,675	620
	LF			195
·	LF	762	,	650
Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF		63	
6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile			
6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile			
6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile			
6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile			
Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	I F			
·				
Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF			
		-		
4" High Performance Cold Plastic Traffic Stripe, Skip White	LF			
4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF		330	
4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF			
4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF		330	
	Removal of Traffic Stripe  4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  4" Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.  Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.  Thermoplastic Legend, White, 4" Equivalent Length, 40-mil min.  Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.  6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  Thermplastic Legend Cold Plastic Traffic Stripe, Skip White  4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	Removal of Traffic Stripe  4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  Mile  4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  Mile  4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  Mile  4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  Mile  4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  Mile  Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.  LF  Thermoplastic Legend, White, 4" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.  SF  6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  Mile  6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  Mile  6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  Mile  Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail	Removal of Traffic Stripe  4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.  4" Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.  SF  6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.  6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.  Mile  6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  Mile  6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.  Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.  LF  Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  LF  Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.  SF  4" High Performance Cold Plastic Traffic Stripe, Skip White  LF  4" High Performance Cold Plastic Traffic Stripe, Continuous White  LF  4" High Performance Cold Plastic Traffic Stripe, Skip Yellow  LF	Removal of Traffic Stripe Removal of Traffic Stripe, Skip White, 40-mil min. Mile Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min. Mile Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min. Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min. Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min. Thermoplastic Legend, White, 4" Equivalent Length, 40-mil min. Thermoplastic Legend, White, 4" Equivalent Length, 40-mil min. SF G3  "Thermoplastic Traffic Stripe, Skip White, 40-mil min. Mile "Thermoplastic Traffic Stripe, Skip White, 40-mil min. Mile "Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile "Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min. Mile Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min. Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min. Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min. Thermoplastic Legend, White, 6" Equivalent Length, 40-mil min. Thermoplastic



#### MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings DeSoto County

#### **Quantities**

Pay Item No.	Description	Unit	SR 3	SR 302**	Comments
202-B076	Removal of Traffic Stripe	LF		490	
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	0.05	8.07	Removal for Payne
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	2.36	6.83	Lane (South), Crutcher
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	0.60		Lane, White Hawk Lane,
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	0.40	5.02	and Fox Creek
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	5,368	20,154	
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	4,545	19,986	
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	327	572	
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF	50	340	
40					- 7
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	0.07		'
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	0.62		
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile			
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	1.91		Z
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF			Notice
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF			**SR 302 stripe extends
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF			beyond limits of B:
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF			**SR 302 stripe extends Bb beyond limits of care pavement section
					management section Z
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF			management section No. 3336
907-628-J001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF			36.
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF			- C
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF			Cont



GRENADA (22)

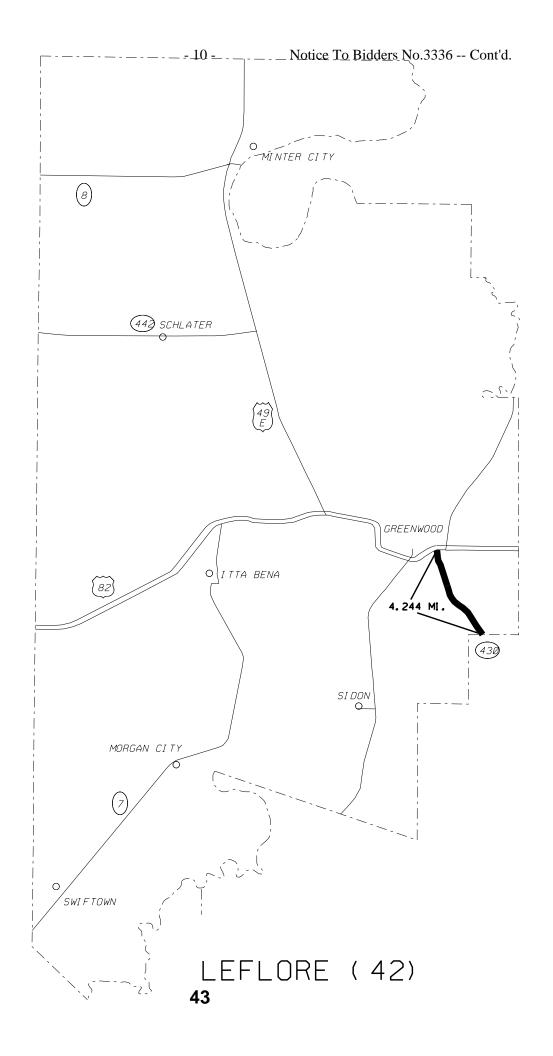
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# Notice To Bidders No.3336 -- Cont's

#### MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Grenada County

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	Quantities			
Pay Item No.	Description	Unit	SR 332	Comments
202-B076	Removal of Traffic Stripe	LF		
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	0.03	
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	5.04	
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	2.25	
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	1.55	
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	2,300	
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	1,090	
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	1589 *	
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF	126	
				*1 intersection requires
42				new stopbar. There
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		is a stop sign but
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile		no stop bar. 12' x 24".
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile		
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile		
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF		
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF		
907-628-J001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF	1	
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF		
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF	1	
, , , , , , , , , , , , , , , , , , , ,	1g sss. oo oo a radaa radaa caaba, conanada randa		1	

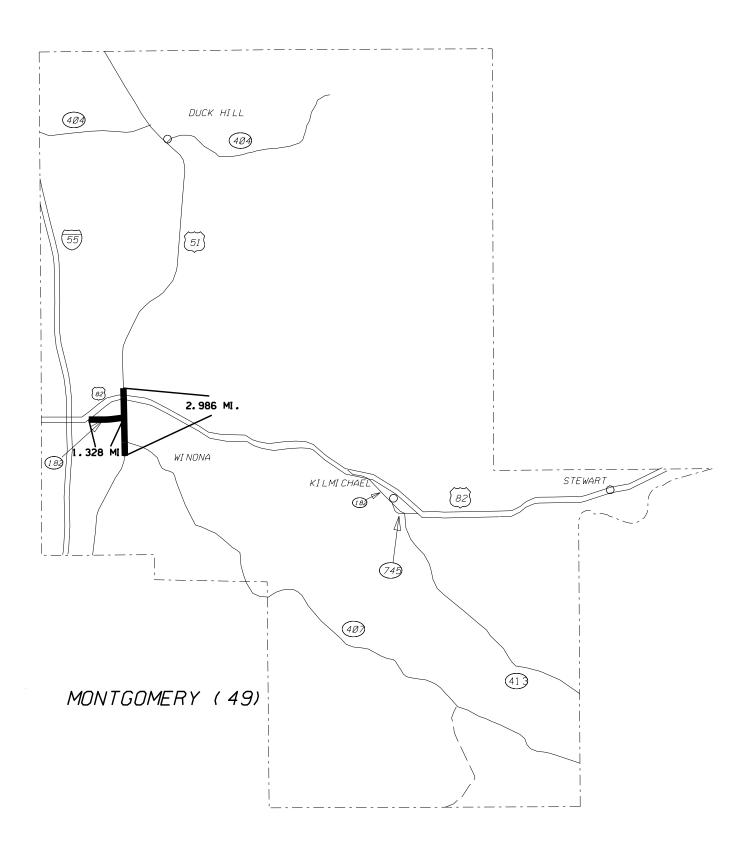


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# otice To Bidders No.3336 -- Cont'd.

# MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Leflore County

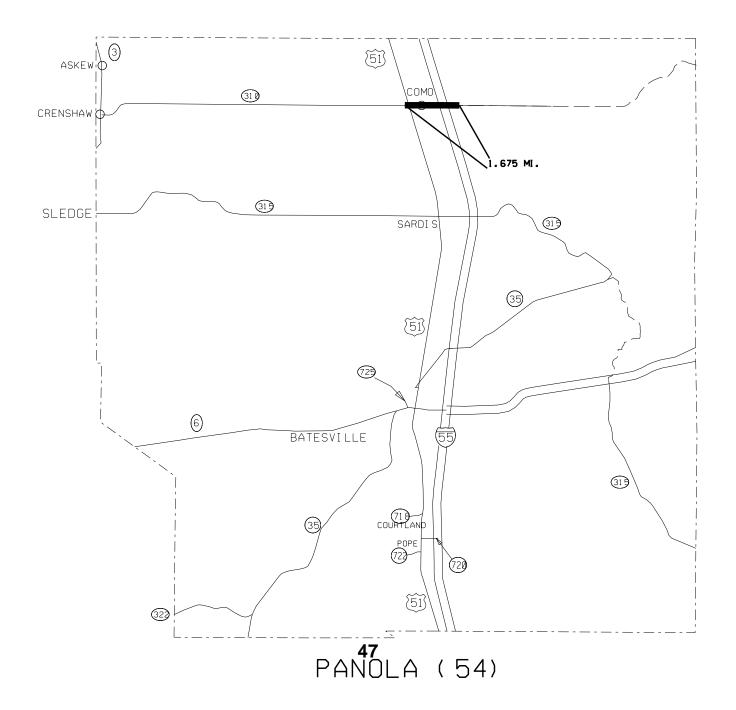
Pay Item No.DescriptionUnit202-B076Removal of Traffic StripeLF907-626-U0024" Thermoplastic Traffic Stripe, Skip White, 40-mil min.Mile907-626-V0024" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.Mile907-626-W0024" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.Mile907-626-X0024" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.Mile	3,455 1.63 8.60 3.82 4.25
907-626-U002 4" Thermoplastic Traffic Stripe, Skip White, 40-mil min. Mile 907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile	1.63 8.60 3.82
907-626-U002 4" Thermoplastic Traffic Stripe, Skip White, 40-mil min. Mile 907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile	1.63 8.60 3.82
907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile	8.60 3.82
907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile	3.82
907-626-X002 4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min. Mile	4.25
907-626-Y001 Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min. LF	8,100
907-626-Y003 Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min. LF	
907-626-Z001 Thermplastic Legend, White, 4" Equivalent Length, 40-mil min. LF	5,100
907-626-Z002 Thermplastic Legend, White, 4" Equivalent Length, 40-mil min. SF	2,450
4	
907-626-U004 6" Thermoplastic Traffic Stripe, Skip White, 40-mil min. Mile	
907-626-V004 6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. Mile	
907-626-W004 6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. Mile	
907-626-X004 6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min. Mile	
907-626-Y002 Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min. LF	
907-626-Y004 Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min. LF	
907-626-Z003 Thermplastic Legend, White, 6" Equivalent Length, 40-mil min. LF	
907-626-Z004 Thermplastic Legend, White, 6" Equivalent Length, 40-mil min. SF	
907-628-I001 4" High Performance Cold Plastic Traffic Stripe, Skip White LF	
907-628-J001 4" High Performance Cold Plastic Traffic Stripe, Continuous White LF	2000
907-628-L001 4" High Performance Cold Plastic Traffic Stripe, Skip Yellow LF	700
907-628-M001 4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow LF	1280



#### MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Montgomery County

Quar	ntities
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Pay Item No.	Description	Unit	SR 182	US 51
202-B076	Removal of Traffic Stripe	LF		2,405
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		0.31
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	2.12	4.27
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	0.54	2.91
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	1.65	5.60
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	3,900	14,934
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	510	2,005
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	1,165	2,933
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF		1,210
46				
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile		
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile		
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile		
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF		
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF		740
907-628-J001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF		740
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF		740
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF		740

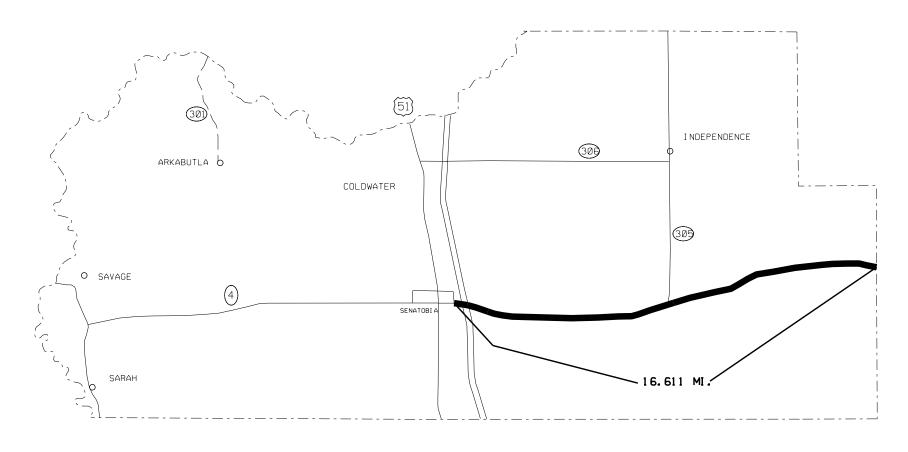


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# ptice To Bidders No.3336 -- Cont'd.

# MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Panola County

			<b>Quantities</b>
Pay Item No.	Description	Unit	SR 310
202-B076	Removal of Traffic Stripe	LF	
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	2.10
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	3.12
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	0.37
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	2.98
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	2,961
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	825
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	1,465
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF	415
48			
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF	
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF	
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF	
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF	
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF	
907-628-J001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF	
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF	
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF	

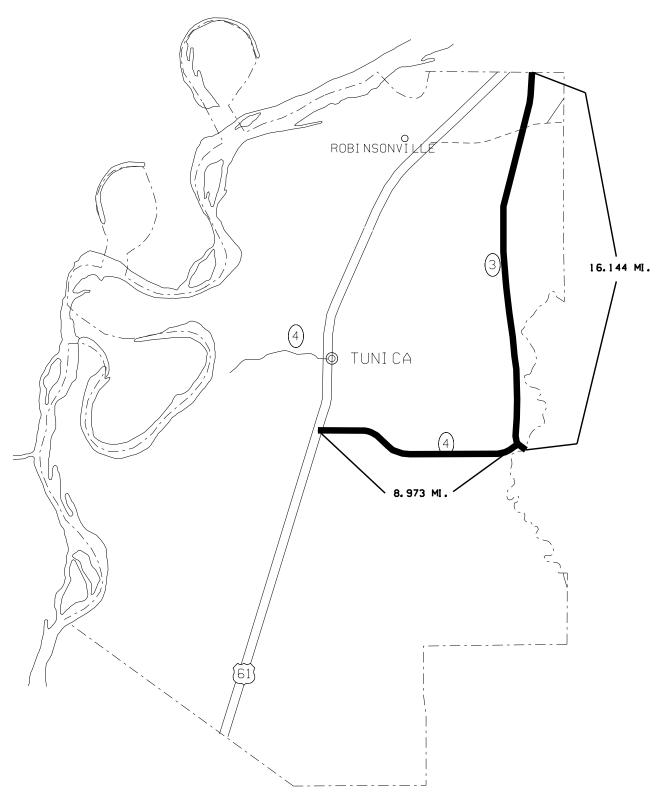


TATE (69)

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#### MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Tate County

			Quantities
Pay Item No.	Description	Unit	SR 4
202-B076	Removal of Traffic Stripe	LF	1,963
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	4.06
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	1.27
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	2.06
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	1,677
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	1,028
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF	82
50			
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	30.00
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	7.37
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	21.36
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF	3,140
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF	1,720
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF	2,997
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF	10
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF	550
907-628-J001		LF	1100
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF	
	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow		550
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF	183



TUNI CA (72)

#### MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Tunica County

Quai	າtiti	es
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Pay Item No.	Description	Unit	SR 4	SR 3
202-B076	Removal of Traffic Stripe	LF		
907-626-U002	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		0.45
907-626-V002	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	17.35	32.73
907-626-W002	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	8.78	4.20
907-626-X002	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	0.42	1.93
907-626-Y001	Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	1534	2,541
907-626-Y003	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF		1,425
907-626-Z001	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	932	201
907-626-Z002	Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF		
55 22				
907-626-U004	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile		
907-626-V004	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	0.11	
907-626-W004	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile		
907-626-X004	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	0.23	
907-626-Y002	Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Y004	Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z003	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF		
907-626-Z004	Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF		
907-628-1001	4" High Performance Cold Plastic Traffic Stripe, Skip White	LF		
907-628-J001	4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF		
907-628-L001	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF		
907-628-M001	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF		

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# otice To Bidders No.3336 -- Cont'd.

# MP-2000-00(061) / 303884301 – District 2 Districtwide Installation of Pavement Markings Districtwide Totals

a	uai	ntit	ies

Pay Item No. Description  202-B076 Removal of Traffic Stripe 907-626-U002 4" Thermoplastic Traffic Stripe, Skip White, 40-mil min. 907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min. 907-626-X002 4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	LF Mile Mile Mile Mile	8,973 20.00 139.00 35.00 60.00
907-626-U002 4" Thermoplastic Traffic Stripe, Skip White, 40-mil min. 907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile Mile Mile Mile	20.00 139.00 35.00
907-626-U002 4" Thermoplastic Traffic Stripe, Skip White, 40-mil min. 907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile Mile Mile Mile	20.00 139.00 35.00
907-626-V002 4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min. 907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile Mile	35.00
907-626-W002 4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	
907-626-X002 4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	_	60.00
		i
907-626-Y001 Thermoplastic Detail Stripe, White, 4" Equivalent Length, 40-mil min.	LF	65,087
907-626-Y003 Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length, 40-mil min.	LF	33,533
907-626-Z001 Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	LF	19,269
907-626-Z002 Thermplastic Legend, White, 4" Equivalent Length, 40-mil min.	SF	4,736
5 3		
907-626-U004 6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.	Mile	1
907-626-V004 6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.	Mile	31
907-626-W004 6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.	Mile	7
907-626-X004 6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.	Mile	23
907-626-Y002 Thermoplastic Detail Stripe, White, 6" Equivalent Length, 40-mil min.	LF	3,140
907-626-Y004 Thermoplastic Detail Stripe, Yellow, 6" Equivalent Length, 40-mil min.	LF	1,720
907-626-Z003 Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	LF	2,997
907-626-Z004 Thermplastic Legend, White, 6" Equivalent Length, 40-mil min.	SF	10
907-628-I001 4" High Performance Cold Plastic Traffic Stripe, Skip White	LF	1,290
907-628-J001 4" High Performance Cold Plastic Traffic Stripe, Continuous White	LF	4,170
907-628-L001 4" High Performance Cold Plastic Traffic Stripe, Skip Yellow	LF	1,990
907-628-M001 4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow	LF	2,533

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".

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

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

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

**DATE:** 02/24/2010

**SUBJECT: Prosecution and Progress** 

Before the sentence in 907-108.02 on page 1, add the following:

Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

After Subsection 907-108.02 on page 1, add the following:

<u>907-108.03.2--Preconstruction Conference</u>. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

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

**DATE:** 11/05/2008

**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:

# 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. 907-628-3

**DATE:** 06/14/2004

**SUBJECT:** Cold Plastic Pavement Markings

Section 628, Cold Plastic Pavement Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

<u>907-628.04--Method of Measurement.</u> After the first sentence of Subsection 628-04 on page 451, add the following.

Four-inch traffic stripe shall be measured 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.

Four-inch equivalent 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.

When transverse railroad bands, pedestrian crosswalks and stop lines are measured by the linear foot of 4-inch equivalent stripe, stripes more than four inches in width will be converted to equivalent lengths of four-inch widths.

<u>907-628.05--Basis of Payment.</u> Add the following pay items to the list of pay items on pages 451 & 452.

907-628-A:	4" Cold Plastic Traffic Stripe, Skip White	- per mile or linear foot
907-628-B:	4" Cold Plastic Traffic Stripe, Continuous White	- per mile or linear foot
907-628-D:	4" Cold Plastic Traffic Stripe, Skip Yellow	- per mile or linear foot
907-628-E:	4" Cold Plastic Traffic Stripe, Continuous Yellow	- per mile or linear foot
907-628-G:	Cold Plastic Detail Stripe, Color, 4" Equivalent Length	- per linear foot
907-628-H:	Cold Plastic Legend, Color, 4" Equivalent Length	- per square foot or linear foot

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 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,

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

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

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

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

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

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

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

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

#### **ALTERNATE TRAINING SPECIAL PROVISION**

#### **PURPOSE**

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

#### **INTRODUCTION**

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

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

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

#### **FUNDING**

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

#### **DISBURSEMENT OF FUNDS**

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

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

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

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

### TRAINING PROGRAM APPROVAL

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

# **DEPARTMENT RESPONSIBILITY**

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

#### CONTRACTOR RESPONSIBILITY

- 1. Trainees must be identified on payrolls (i.e. dragline trainee).
- 2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the OJT Termination Report.
- 3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
- 4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Office of Civil Rights with an explanation (*refer to 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				
	BY	Contractor			
	BY				
	ADDRESS				
	CITY, STATE, ZIP				
	PHONE				
	FAX				
	E-MAIL				
(To be filled in if a corporation)					
Our corporation is chartered under the Laws of the titles and business addresses of the executives are as follows:			and	the	names,
President		Address			
Secretary		Address			
Treasurer		Address			

Revised 11/24/2008

The following is my (our) itemized proposal.

 $Installation \ of \ Pavement \ Markings \ on \ Various \ Routes \ in \ District \ 2, \ known \ as \ State \ Aid \ Project \ No. \ MP-2000-00(061) \ / \ 303884301, \ in \ District \ 2, \ State \ of \ Mississippi.$ 

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

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

Line				Description	Unit Price		Item Amount		
No.		Code				Dollar	Ct	Dollar	Ct
				•	Roadway Items				
0010	202-B076		8,973	Linear Feet	Removal of Traffic Stripe				
0020	618-A001		1	Lump Sum	Maintenance of Traffic	xxxxxxxx	XXX		
0030	907-626-U002		20	Mile	4" Thermoplastic Traffic Stripe, Skip White, 40-mil min.				
0040	907-626-U004		1	Mile	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.				
0050	907-626-V002		139	Mile	4" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.				
0060	907-626-V004		31	Mile	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.				
0070	907-626-W002	2	35	Mile	4" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.				
0080	907-626-W004	1	7	Mile	6" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil min.				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0090	907-626-X002		60	Mile	4" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.		
0100	907-626-X004		23	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.		
0110	907-626-Y001		65,087	Linear Feet	Thermoplastic Detail Traffic Stripe, White, 4" Equivalent Length, 40-mil. min.		
0120	907-626-Y002		3,140	Linear Feet	Thermoplastic Detail Traffic Stripe, White, 6" Equivalent Length, 40-mil. min.		
0130	907-626-Y003		33,533	Linear Feet	Thermoplastic Detail Traffic Stripe, Yellow, 4" Equivalent Length, 40-mil. min.		
0140	907-626-Y004		1,720	Linear Feet	Thermoplastic Detail Traffic Stripe, Yellow, 6" Equivalent Length, 40-mil. min.		
0150	907-626-Z001		19,269	Linear Feet	Thermoplastic Legend, White, 4" Equivalent Length, 40-mil. min.		
0160	907-626-Z002		4,736	Square Feet	Thermoplastic Legend, White, 4" Equivalent Length, 40-mil. min.		
0170	907-626-Z003		2,997	Linear Feet	Thermoplastic Legend, White, 6" Equivalent Length, 40-mil. min.		
0180	907-626-Z004		10	Square Feet	Thermoplastic Legend, White, 6" Equivalent Length, 40-mil. min.		
0190	907-628-I001		1,290	Linear Feet	4" High Performance Cold Plastic Traffic Stripe, Skip White		
0200	907-628-J001		4,170	Linear Feet	4" High Performance Cold Plastic Traffic Stripe, Continuous White		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
0210	907-628-L001		1,990	Linear Feet	4" High Performance Cold Plastic Traffic Stripe, Skip Yellow			
0220	907-628-M00	1	2,533	Linear Feet	4" High Performance Cold Plastic Traffic Stripe, Continuous Yellow			

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

	DID CERTIFICATION	
TOTAL BID	\$_	
	*** SIGNATURE STATEMENT *** HECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURAG	CY AND CERTIFIED THAT THE FIGURES SHOW!
THEREIN CONSTITUTE THEIR OFFICIAL BID.		
	BIDDER'S SIGNATURE	
	BIDDER'S COMPANY	

BIDDER'S FEDERAL TAX ID NUMBER

### **CONDITIONS FOR COMBINATION BID**

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

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

\*

# **COMBINATION BID PROPOSAL**

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

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

	Project No.	County	Project No.	County
1			6	
2			7	
3			8	
4			9	
5			10	

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

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.	T (GIII) OI		recueron	reduction	Trougerion
2.					
3.					
4					
4.					
5.					
6.					
7.					
8.					

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction	
9.						
10.						
C. If option (c) has been selecte	d, then initial ar	nd compl	ete one of the following	ng, go to II. and sign Co	ombination Bid Proposal.	
I (We) desire to be av	warded work no	t to excee	ed a total monetary va	lue of \$	·	
I (We) desire to be av	warded work no	t to excee	ednumber o	of contracts.		
It is understood that the Mississ right to award contracts upon the	ippi Transporta e basis of lowes	tion Con t separate	nmission not only reservice bids or combination	erves the right to reject bids most advantageous	any and all proposals, but also the 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-2000-00(061) / 303884301 – District 2 ,
in 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-2000-00(061) / 303884301 – District 2 ,
in County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.
Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
Initial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.
Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.
All of the foregoing and attachments (when indicated) is true and correct.
Executed on
Signature
(5/29/2008S)

SECTION 902			
CONTRACT FOR MP-2000-00(061) / 303884301 – District 2			
LOCATED IN THE COUNTY(IES) OF District 2			
STATE OF MISSISSIPPI,			
COUNTY OF HINDS			
This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;  That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.  It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.  It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or damage arising 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 th			
It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.  The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.  Witness our signatures this the day of,			
Contractor (s)			
By MISSISSIPPI TRANSPORTATION COMMISSION			
Title By			

Secretary to the Commission Award authorized by the Mississippi Transportation Commission in session on the day of \_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_\_, Page No. \_\_\_ Revised 8/06/2003

**Executive Director** 

Signed and sealed in the presence of:

(names and addresses of witnesses)

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

CONTRACT BOND FOR: MP-2000-00(061) / 303884301 – District 2	
LOCATED IN THE COUNTY(IES) OF: District 2	
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 b	
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, successor	_
assigns jointly and severally by these presents.	
Signed and sealed this the day of A.D	
· · · · · · · · · · · · · · · · · · ·	
The conditions of this bond are such, that whereas the said	
principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the da	te of
day of A.D hereto annexed, for the construction of certain projection	
in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefore	
file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.	
Now therefore, if the above bounden	
in all things shall stand to and abide by and well and truly obs	erve,
do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said concentration on his (their) part to be observed done learn and performed and each of them, at the time and it	
contained on his (their) part to be observed, done, kept and performed and each of them, at the time and i manner and form and furnish all of the material and equipment specified in said contract in strict accordance	
the terms of said contract which said plans, specifications and special provisions are included in and form a particular of said contract which said plans, specifications and special provisions are included in and form a particular of said contract which said plans, specifications and special provisions are included in and form a particular of said contract which said plans, specifications and special provisions are included in and form a particular of said contract which said plans, specifications are included in and form a particular of said contract which said plans, specifications are included in and form a particular of said contract which said plans is said to said the said plans in the said plans is said to said the said plans in the said plans is said to said the said to said the said the said to said the said the said to said the said th	art of
said contract and shall maintain the said work contemplated until its final completion and acceptance as specific Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commi	
from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, f	
or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employed	

### **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
	Address
Title(Contractor's Seal)	(Printed) MS Agent
(Contractor 3 Scar)	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number



# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we				
	Contractor			
	Address			
		City, State ZIP		
as Principal, hereinafter called the Principal, and				
	C	Surety		
a corporation duly organized under the laws of the state of as Surety, hereinafter called the Surety, are held and firmly			on, Mississippi	
As Obligee, hereinafter called Obligee, in the sum of Five	e Per Cent (5%)	of Amount Bid		
		Dollars (\$	)	
for the payment of which sum will and truly to be ma executors, administrators, successors and assigns, jointly a			nd ourselves, our heirs,	
WHEREAS, the Principal has submitted a bid for Instal known as State Aid Project No. MP-2000-00(061) / 303			s Routes in District 2,	
NOW THEREFORE, the condition of this obligation is stand Principal will, within the time required, enter into a performance of the terms and conditions of the contract, will pay unto the Obligee the difference in money betwee which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sum.  Signed and sealed this day of	then this obligation the amount of perform the work hereof.	and give a good and suffice on to be void; otherwise to the bid of the said Prince	cient bond to secure the he Principal and Surety ipal and the amount for	
		(Principal)	(Seal)	
	By:			
(Witness)	_ = = = = = = = = = = = = = = = = = = =	(Name)	(Title)	
		(Surety)	(Seal)	
	By:			
(Witness)		(Attorney-in-Fac	t)	
		MS Agent		
		Mississippi Insurance ID	Number	