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SM No. CSTP0472000111

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

(STATE DELEGATED)

7

Mill and Overlay approximately 11 miles of US 80 from the 4-lane to Lauderdale County Line, known as Federal Aid Project No. STP-0472-00(011) / 106374301 in Newton County.

Project Completion: November 30, 2012

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

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

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

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- 907-413-1: Cleaning and Filling Joints in PCC (Portland Cement Concrete) Pavement
- 907-413-2: Sawing and Sealing Transverse Joints in Asphalt Pavement
- 907-618-4: Placement of Temporary Traffic Stripe
- 907-626-15: Thermoplastic Traffic Marking
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- 907-703-9: Aggregates, W/Supplement
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- 907-720-1: Pavement Marking Materials

SECTION 905 - PROPOSAL, PROPOSAL BID SHEETS, COMBINATION BID PROPOSAL, CERTIFICATION OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS, CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION, SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS, OCR-485.

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

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until <u>10:00 o'clock A.M.</u>, <u>Tuesday</u>, June <u>26</u>, <u>2012</u>, and shortly thereafter publicly opened on the Sixth Floor for:

Mill and Overlay approximately 11 miles of US 80 from the 4-lane to Lauderdale County Line, known as Federal Aid Project No. STP-0472-00(011) / 106374301 in Newton County.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

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 award of this contract will be contingent upon the Contractor satisfying the DBE requirements.

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 <u>www.gomdot.com</u>.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, 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.

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

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.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

DATE: 04/24/2012

The goal is <u>3</u> percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx

Bid tabulations are usually posted by 3:00 pm on Letting Day.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

Subparagraph (2) under Award on page 6 indicates that the OCR-481 form is to submitted to Contract Administration Division. Instead of submitting this form to Contract Administration Division, all OCR-481s must be returned within 10 days following the bid letting to the MDOT Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850.

For answers to questions, contact the MDOT Office of Civil Rights at (601) 359-7466.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at <u>www.gomdot.com</u>. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.

SECTION 904 - NOTICE TO BIDDERS NO. 696

CODE: (IS)

DATE: 12/20/2005

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights Mississippi Department of Transportation P. O. Box 1850 Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE:

MDOT will require that each contract which MDOT signs with a subrecipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

"The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

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DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

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FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, <u>with the proposal</u>, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted <u>with the</u> <u>bid proposal</u>, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

(7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

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(8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

The DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was awarded, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the <u>Prime</u> or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

(a) Proof of written notification to certified DBE Contractors <u>by certified mail</u> that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

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- (b) Efforts to negotiate with certified DBE Contractors for specific items shall include as a minimum:
 - (1) The name, address, and telephone number of each DBE contacted;
 - (2) A description of the information provided about the plans and specifications for those portions of the work to be subcontracted; and
 - (3) A statement of why agreements were not reached.
- (c) For each DBE contacted that was rejected as unqualified, the reasons for such conclusion.
- (d) Efforts made to assist each DBE that needed assistance in obtaining bonding or insurance required by the Contractor.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(5) The Contractor may count 100% of the expenditures for materials and supplies obtained from <u>certified</u> DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count <u>60 percent</u> of the expenditures to suppliers that <u>are not manufacturers</u>, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

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- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm <u>will not</u> count towards the DBE goal.
- (7) Only the dollars <u>actually paid</u> to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.
- (3) Bidder must submit <u>with the bid proposal</u> a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The <u>contract goal established</u> by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor <u>will</u> meet the terms of the contract as long as it <u>meets</u> or <u>exceeds MDOT's Contract Goal</u>. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

(1) OCR-481: Refer to "<u>CONTRACT GOAL</u>" section of this Notice to Bidders for information regarding this form.

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- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit <u>with the bid proposal</u> a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

(4) Recover an amount equal to the unmet contract goal

- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

	Percentage of the monetary	
	amount disallowed	
Offense	from (1) above	Lump Sum
#1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

DATE: 04/28/2006

SUBJECT: Payroll Requirements

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

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

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 1312

CODE: (SP)

DATE: 01/22/2007

SUBJECT: Rumble Stripe

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

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

- 2 -

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

- 3 -

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

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

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SECTION 904 - NOTICE TO BIDDERS NO. 1808

CODE: (IS)

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 7th 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. 2239

CODE: (SP)

DATE: 01/06/2009

SUBJECT: Department of Labor Ruling

On December 19, 2008 the U.S. Department of Labor issued a final rule revising their regulations in 29 CFR Parts 3 and 5. This rule takes effect for all Federal funded contracts awarded after January 19, 2009.

The primary change in the rule is a provision that requires Contractors to limit the amount of personal information on the weekly payroll submissions. Personal addresses and full social security numbers may no longer be used. Contractors must use an "... individually identifying number for each employee (e.g., the last four digits of the employee's social security number)." Form FHWA-1273 - "Required Contract Provisions Federal-aid Construction Contracts" will eventually be revised to reflect this change.

Until the revised is made to FHWA-1273, bidders are advised to disregard any requirement in FHWA-1273 regarding the use of personal addresses and full social security numbers, such as in Section V, Paragraph 2b.

Bidders are also advised that the requirement for maintaining and submitting form FHWA-47, as referenced in FHWA-1273 Section VI, is no longer required on construction projects.

SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

DATE: 02/12/2009

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containation are set forth in the following attachments.

In the event right of entry is not available to <u>ALL</u> parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

STATUS OF RIGHT-OF-WAY STP-0472-00(011) 106374-301000 Newton County May 22, 2012

- 2 -

All rights of way and legal rights of entry have been acquired **<u>except</u>**:

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR STP-0472-00(011) 106374-301000 Newton County April 13, 2012

- 3 -

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

There is no Right of Way required for this project. There are no buildings to be removed by the contractor.

STATUS OF POTENTIALLY CONTAMINATED SITES STP-0472-00(011) 106374-301000 Newton County April 13, 2012

- 4 -

THERE IS NO RIGHT OF WAY REQUIRED FOR THIS PROJECT. NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. IF CONTAMINATION ON EXISTING RIGHT OF WAY IS DISCOVERED, IT WILL BE HANDLED BY THE DEPARTMENT.

ENCROACHMENT CERTIFICATION STP-0472-00(011) / 106374301 Newton County(ies)

- 5 -

April 10, 2012

This is to certify that the above captioned project has been inspected and no encroachments were found.

- 6 -

UTILITY STATUS REPORT STP-0472-00(011) / 106374301 Newton County(ies) April 9, 2012

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all <u>DBE</u> Subcontractors <u>over the life of the contract</u>.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that Form OCR-485 will be completed by <u>ALL BIDDERS</u> submitting a bid proposal and <u>must be signed and included in the bid proposal package</u>. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered <u>irregular</u>.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at <u>www.gomdot.com</u> under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms.*

SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

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. 3039

CODE: (SP)

DATE: 03/23/2010

SUBJECT: Alternate Asphalt Mixture Bid Items

Bidders are advised that the asphalt mixture used on this project will be bid as an alternate pay item: Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA). Bidders must select one of the alternates at the time of bid. The Contractor must use the selected asphalt mixture, HMA or WMA, throughout the entire project.

SECTION 904 - NOTICE TO BIDDERS NO. 3131

CODE: (SP)

DATE: 06/24/2010

SUBJECT: Temporary Traffic Paint

Bidders are hereby advised that the temporary traffic paint for this project can be waterborne paint as specified in the 2004 Mississippi Standard Specifications For Road and Bridge Construction or fast dry solvent traffic paint meeting the requirements set out in 907-710-1 (Fast Dry Solvent Traffic Paint).

Payment for all temporary traffic paint shall be paid under the appropriate 619 pay items.

When using fast dry solvent traffic stripe, no paint can be sprayed or placed on the ground during set-up or clean-up.

SECTION 904 - NOTICE TO BIDDERS NO. 3242

CODE: (SP)

DATE: 09/21/2010

SUBJECT: Warm Mix Asphalt

Bidders are advised that MDOT approved products and processes for the production of Warm Mix Asphalt is available at the following MDOT website.

http://www.gomdot.com/Divisions/Highways/Resources/MPL/Home.aspx
SECTION 904 - NOTICE TO BIDDERS NO. 3414

CODE: (SP)

DATE: 02/16/2011

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<u>http://www.ccr.gov</u>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<u>http://www.dnb.com</u>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS:		
Company Name:		
Company e-mail address:		
By:		

SECTION 904 - NOTICE TO BIDDERS NO. 3425

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents or plans on this project shall be directed to the Construction Division at 601-359-7301.

SECTION 904 - NOTICE TO BIDDERS NO. 3585

CODE: (SP)

DATE: 06/22/2011

SUBJECT: Safety Edge

Bidders are hereby advised that the Shoulder Wedge (Safety Edge) specified in the Supplement to Special Provision 907-401-2 shall only apply to the top two (2) lifts of asphalt. Attached is a drawing showing the safety edge.



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Notice To Bidder No. 3585 -- Cont'd.

SECTION 904 - NOTICE TO BIDDERS NO. 3655

CODE: (SP)

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers <u>will not be allowed</u> for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ³/₄-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ³/₄-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

SECTION 904 – NOTICE TO BIDDERS NO. 3770

CODE: (SP)

DATE: 01/10/2012

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







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To Bidder No. 3770 ł Cont'd.











Notice To Bidder No. 3770 ÷











STANDARD BARRICADES

- 1. A TYPE IBARRICADE CONSISTS OF ONE (1) HORIZONTAL RAL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME, A TYPE IBARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
- 2. A TYPE IIBARRICADE CONSISTS OF TWO (2) HORIZONTAL RALS ON A LIGHT "A" FRAME, TYPE IIBARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE IAND TYPE IIBARRICADES 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 ROADWAY, 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, HINGED "A" FRAME.
- 5. TYPE II 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.
- 6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 459 IN THE DIRECTION TRAFFIC IS TO PASS).
- 7. 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 MUTCO, LATEST EDITION.
- C 9 BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY I WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS *c* . > A LIST OF CRASHWORTHY BARRICADES AND OTHER CATEGORY IDEVICES CAN BE FOUND ON FHWA'S WEBSITE http://salety.lhwa.dot.gov/roadway_dept/policy_guide/road_hordware/cot2.clm



- 1. 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.
- 3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LAKES ARE CLOSED FOR CONSTRUCTION OR MANTENANCE. THEY SHALL BE PLACED APROXIMIARD PROVIDENT THE INFORMATION OR MANTENANCE. THEY SHALL BE PLACED APROXIMIARD FORM THE INFORMATION OR MANTENANCE. THEY SHALL AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT. BE PLACED APPROXIMATELY 2'-O" BEHIND THE LANE TRANSITION STRIPE.



BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS Ŧι ŦΠ Ξ WIDTH OF RAIL × × 8" MIN. - 12" MAX. 8" MIN, - 12" MAX, 8" MIN. - 12" MAX. LENGTH OF RALX * 24" MIN. 24" MIN. 48" MIN. WIDTH OF STRIPE * 6.. 6" 6--60" MIN. HEIGH1 36" MIN. 36" MIN 3 IF FACING TRAFFIC NUMBER OF IN ONE DIRECTION 6 IF FACING TRAFFIC 2 (ONE EACH DIRECTION A (TWO EACH DIRECTION RAIL FACES 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 MINMAUM OF 270 Å OF REFLECTIVE AREA FACING TRAFFIC.

8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.

LIGHTMASS POST.

FACING TRAFFIC.

GENERAL NOTES:

PANELS SHALL BE USED.

VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL

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

3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in 20F RETROREFLECTIVE AREA

4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK

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

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



- 1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
- 3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

- WING BARRICADES ARE TYPE II 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 WARNING 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

STATE PROJECT NO. MISS.

- 1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARING OF DRUMS SHALL BE COMPSISE WITH MARING STANDARDS FOR BARRICAL THE PREDOMINANT COLOR ON OR HAS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTRAL STRAFES (2) ORANGE & 2 WHIELD & WOE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNE
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0 FROM THE EDGE OF TRAVELED LANE. В





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SECTION 904 - NOTICE TO BIDDERS NO. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

Bidders are advised that monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15th of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will be acknowledged by the Bidder and become part of the contract during the execution process.

Monthly Petroleum Products Base Prices can be viewed at:

http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx

SECTION 904 - NOTICE TO BIDDERS NO. 3924

CODE: (SP)

DATE: 05/03/2012

SUBJECT: Contract Time

PROJECT: STP-0472-00(011) / 106374301 -- Newton County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>November 30, 2012</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>July 10, 2012</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>August 9, 2012</u>.

Should the Contractor request a Notice to Proceed earlier than <u>August 9, 2012</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

A *progress schedule* as referenced to in Subsection 907-108.03 will not be required for this contract.

SECTION 904 - NOTICE TO BIDDERS NO. 3925 DATE: 05/09/2012 SUBJECT: Specialty Items PROJECT: STP-0472-00(011) / 106374301 - Newton County

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

CATEGORY: MISCELANEOUS/ SPECIALTY WORK ITEMS

Line	Pay Item	Description
No		
0100	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0260	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0270	627-L001	Two-Way Yellow Reflective High Performance Raised Markers
0330	907-626-C006	6" Thermoplastic Double Drop Edge Stripe, Continuous White, 90 mil min
0340	907-626-D006	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0350	907-626-E006	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0360	907-626-G006	Thermoplastic Double Drop Detail Stripe, White
0370	907-626-G007	Thermoplastic Double Drop Detail Stripe, Yellow
0380	907-626-H009	Thermoplastic Double Drop Legend, White

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0280	630-F001	Delineators, Guard Rail, White

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0170	619-A1002	Temporary Traffic Stripe, Continuous White
0180	619-A2002	Temporary Traffic Stripe, Continuous Yellow
0190	619-A4006	Temporary Traffic Stripe, Skip Yellow
0200	619-A5001	Temporary Traffic Stripe, Detail
0210	619-A6001	Temporary Traffic Stripe, Legend
0220	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0230	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0240	619-G4005	Barricades, Type III, Double Faced

SECTION 904 - NOTICE TO BIDDERS NO. 3926

CODE: (SP)

DATE: 05/09/2012

SUBJECT: Scope of Work

PROJECT: STP-0472-00(011) / 106374301 - Newton County

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.

Work on the project shall consist of the following:

Mill and overlay approximately 10.25 miles of existing composite pavement on U.S. Hwy 80 in Newton County from just east of the Veteran's Memorial Cemetery (Station 214+88) to Newton/Lauderdale County Line (Station 744+76)

From the BOP at Station 214+88 to 394+85, 423+28 to 699+00, and 703+00 to the EOP at Station 744+76

Work in this area shall consist of repairing failed areas in the underlying concrete pavement, cleaning and filling joints in the underlying concrete pavement, and milling and overlaying the travel lanes with 2" and variable 12.5mm asphalt pavement, MT. The pavement shall be milled 2" and overlaid with 2-1/4" at centerline and 1-1/2" at the edge of the travel lane, in order to facilitate slope correction.

Prior to the mill and paving operations, failed areas in the existing travel lanes shall be removed and backfilled with 19.0 mm MT asphalt pavement as per the attached typical sections and details. A maximum lift of 3" is to be used for the backfilling. Any granular base material deemed unsuitable by the Engineer shall be removed as directed. Payment for the excavation of the base material will be paid under Pay Item 203-G Excess Excavation. A list of the failed areas is shown in the attached table; additional areas may be determined by the Engineer. Also, any failures in the previously widened shoulders will be removed and replaced with 19.0 mm MT asphalt pavement. Removal of the asphalt shoulder will be paid using the appropriate pay item(s).

Failed area repairs shall be completed as a continuous operation in order to minimize the traffic impact. Lane closures shall remain in place until the failed area has been completely repaired. Overnight lane closures will only be permitted in an emergency situation as determined by the Engineer. Should overnight closures be necessary, they shall be maintained by the contractor's personnel and in accordance with a lighting plan approved by the Engineer.

The concrete pavement joints in the travel lanes not repaired as failed areas are to be cleaned and filled. Joints in the underlying concrete pavement are to be cleaned full depth (5"- 6") in the concrete pavement. For joints up to 1-1/2" wide, fill with hot, applied, fiber reinforced polymer patching material (See attached Special Provision); for joints 1-1/2" or wider, fill with 12.5mm MT asphalt pavement. Cracked and broken pieces of existing asphalt pavement are to be removed within 1' of each side of joint during joint cleaning, and replaced with 12.5mm compacted asphalt pavement after joint is filled or as directed (absorbed item). Cold mix asphalt will not be allowed for this operation. Locations are to be determined by the Engineer.

Prior to the milling and overlaying operations, the travel lanes are to be widened. The existing lanes are 10' in width and are to be widened 3' to provide an 11' lane and a 2' paved shoulder. The existing shoulder shall be excavated 7.5" below the existing pavement surface and widened 3' with 6" of 19.0 mm asphalt pavement, MT, Trench Widening prior to the mill and overlay. The excavated material shall be retained and used to raise the existing shoulder to match the new pavement elevation. The cost of blading will be an absorbed item and is not to be included in the price of pay items bid. Material which cannot be placed and blended in adjacent areas and deemed to be excess excavation by the Engineer shall be removed under Pay Item No. 203-G Excess Excavation. Some areas of the widening may contain variable depth bituminous material originally used to patch low spots in the shoulder. This material shall be excavated and removed prior to the paving operation and will not be measured for separate pavment.

Following the trench widening operation, the pavement is to be milled overlaid with 2" and variable 12.5mm asphalt pavement, MT. In order to tie the overlay to the existing pavement elevations, a 200' milling transition (2" to 0") at all bridge ends within the project limits, except the bridge at Station 309+08. This bridge is currently overlaid with asphalt pavement and it is to be milled and overlaid with 12.5mm MT asphalt pavement. Streets/roads adjacent to the mainline will be milled to the right-of-way at a depth of 2" and overlaid with 2" of 12.5mm MT asphalt pavement.

Following the mill and overlay operation, the transverse joints in the pavement shall be sawed and sealed within 7 days. The details for sawing and sealing transverse joints for this section are as shown in the attached drawings. The width of the sawing and sealing operation shall extend to the new edge of pavement, unless otherwise directed, to prevent "sympathy cracking."

From Station 394+85 to 423+28 and Station 699+00 to 703+00

Work within these station limits will consist of repairing failed areas of the underlying concrete pavement, cleaning and filling joints in underlying concrete pavement, and milling and overlaying the travel lanes with 12.5mm MT asphalt pavement.

The pavement repair and joint cleaning and filling of the underlying concrete pavement shall be performed as described in the previous section.

Due to the fact that the existing pavement within these station limits has paved shoulders, this section will not require trench widening. The existing pavement will be milled 22' wide at a depth of 2". In order to facilitate slope correction, the milled surface will be overlaid with a depth of 2-1/2" at centerline and 2" at the edge of 12.5mm MT asphalt pavement.

Following the mill and overlay operation within these sections, the transverse joints in the pavement shall be sawed and sealed within 7 days. The details for sawing and sealing transverse joints for this section are as shown in the attached drawings. The width of the sawing and sealing operation shall extend 1' outside the mill/overlay limits to prevent "sympathy cracking."

<u>General Notes:</u> * These general notes are applicable to all sites.

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

Several concrete driveways and paved flumes are located within the project limits and within the area to be widened. Any driveways or flumes encountered are to be removed to the widening limits as required and replaced with 19.0mm asphalt during the widening operation. The depth of the widening shall be varied at these locations and paved in a manner to prevent a bump at driveways and to allow positive drainage at flumes. Saw cuts shall be used to create a neat edge along the existing pavement and to the widening limit. Any driveways or flumes removed shall be replaced the same day. To prevent an inconvenience to local residents or businesses, driveways should not be removed until immediately before the widening.

Guardrails are required to be replaced at various locations within the project (see attached Table for locations/quantities). All guardrail removed is to be replaced the same day and prior to reopening the adjacent lane of traffic. Voids created by the removal of posts, concrete anchors, footings, etc. shall be backfilled and tamped in accordance with Section 203 of the Standard Specifications. The guardrail pads are to be excavated and paved with 3" of 12.5mm MT asphalt pavement as per the attached drawings. The excavated material shall be retained and used to raise the existing shoulder to match the new pavement elevation. The cost of blading will be an absorbed item and is not to be included in the price of pay items bid. Material which cannot be placed and blended in adjacent areas and deemed to be excess excavation by the Engineer shall be removed under Pay Item No. 203-G Excess Excavation.

Traffic may be allowed to run on the milled surface a maximum of 2 calendar days. Temporary striping shall be placed as required prior to opening the roadway to traffic. Overnight lane closures will not be allowed for this operation. Milling shall be performed in accordance with the attached drawings at all city streets, mainline tie-ins, crossovers, etc. Temporary pavement joints (paper joints) shall be at least 3 paper-widths long, shall be used at all milled tie-ins, and shall be adequately maintained.

The Reclaimed Asphalt Pavement (RAP) material removed by the milling operation shall become the property of the contractor with the exception of 10,000 tons or 50% of the total anticipated RAP tonnage, whichever is less, to be stockpiled at the MDOT maintenance office yard at the Newton District Office. Unless the Contractor desires otherwise, the Contractor's milled material will be obtained first. The Contractor will be required to coordinate the efforts with the maintenance office to effectively stockpile the milled material as directed by the Engineer. All costs associated with the hauling, placing, and stockpiling the state retained material shall be included in the price bid for the cold milling.

Publicly maintained roads and streets should be paved to the existing right-of-way. Privately owned entrances shall be paved to the shoulder line per the included typical drawing. Pads shall be shaped horizontally and vertically to prevent excessive drop-offs. Granular material (Class 5, Group 'E') shall be provided around the pads to prevent shoulder drop-offs as directed and shall be placed in a timely manner. Drop-offs exceeding 2.5" shall be corrected within 2 calendar days of the placement of the pad. Stabilizer aggregate shall be used as directed by the Engineer.

It shall be the responsibility of the Contractor to protect existing structures such as pipes, inlets, aprons, bridges, etc. from damage which might occur during construction. The Contractor shall replace or repair, as directed by the engineer, any structures damaged during the life of the contract. No payment will be made for replacement or repair of damaged items.

The Contractor shall erect and maintain construction signing and provide all signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost is to be included in the price bid for Pay Item No. 618-A, Maintenance of Traffic unless shown on the Construction Signing Schedule. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated in the plans to be black legend and border on white background. Standard roadside construction signs and barricades will be paid for using the appropriate pay items.

Roadside construction signs, barrels, etc. shall be placed in accordance with the attached drawings or as directed by the Engineer. W20-1 signs shall be placed on all public road approaches as shown or as directed. Additionally, traffic will be allowed to run on uneven lanes; however, the Contractor will have to place additional "Uneven Pavement" signs and the costs associated with this additional signage shall be included in the price bid for Pay Item No. 618-A, Maintenance of Traffic.

Incidental work such as removing vegetation, shaping and compacting shoulders, removing and resetting signs and/or mailboxes, removing excess asphalt material, project

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

The Contractor shall on a daily basis, remove all debris from within the roadway and a 30-foot clear zone which, in the opinion of the Engineer, is a hazard to the traveling public. This activity shall begin with the beginning of work or the beginning of the contract time, whichever comes first. No direct payment will be made for the debris removal; the cost is to be included in the prices of items bid. Failure of the Contractor to remove the debris as prescribed herein shall be just cause for withholding the monthly progress estimate payment or suspending active operations until the debris is satisfactorily removed by the Contractor. As described in the applicable Notice-To-Bidders, final project cleanup is required and will be completed prior to the scheduling of the final inspection.

Where applicable the existing shoulders are to be raised to match the new pavement elevation by placing variable depth Granular Material (Class 5, Group E) on the existing shoulders. Placement of the granular material on the finished asphalt course shall not be permitted. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%). Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum depth and width of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%). The cost of blading will be an absorbed item and is not to be included in the price of pay items bid.

Existing raised pavement markers are to be removed prior to beginning the overlay operation. No measurement will be made for separate payment; the cost is to be included in the prices for other items bid. Permanent pavement markers are to be placed in accordance with the attached drawings and Standard Drawings. Two-way yellow markers are to be placed on two-way roads and county roads. Red-clear markers are to be placed on divided roadways. Two-way clear markers are to be placed on county roads as per the attached detail.

Temporary traffic stripe will be required immediately after the required overlay and prior to opening area to traffic. Temporary stripe is to be placed in the same location and configuration as the permanent stripe.

Existing traffic stripe on bridges and bridge approach slabs is to be removed and replaced. Payment for the removal of stripe will be made under Pay Item No. 202-B Removal of Traffic Stripe.

All permanent striping will be thermoplastic. Edge lines shall be placed to accommodate the lane widths shown on the applicable typical sections unless prevented by field conditions. Rumble stripe will be placed throughout the project limits in accordance with the attached detail.



MILL AND OVERLAY FROM PAVEMENT CHANGE EAST OF VETERAN'S MEMORIAL CEMETARY TO LAUDERDALE COUNTY LINE



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NEWTON COUNTY STP-0472-00(011)/ 106374-301000

TYPICAL SECTION 1 - WIDENING & OVERLAY



(6) MATERIAL EXCAVATED DURING TRENCH WIDENING TO BE USED TO BRING SHOULDERS TO GRADE. PROVIDE ADDITIONAL QUANTITY (IF REQUIRED) OF CLASS 5, GROUP "E" GRANULAR MATERIAL TO BRING SHOULDERS TO GRADE AFTER OVERLAY \neg

NEWTON COUNTY STP-0472-00(011)/ 106374-301000

TYPICAL SECTION 2- MILL & INLAY



LOCATIONS	STATION NUMBERS
HICKORY	394+85 - 423+28
CHUNKY	699+00 - 703+00

EXISTING

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PROPOSED

- 1 3" AND VARIABLE ASPHALT OVER 6" OF JRCP PAVEMENT
- 2 10" GRANULAR MATERIAL
- (1) INLAY WITH 2" 12.5mm MIX, ASPHALT PAVEMENT, MT AND VARIABLE. (2-1/2" ON CENTERLINE AND 2" AT EDGE OF PAYMENT OF 12' TRAVEL LANE)
- (2) MILL EXISTING ASPHALT PAVEMENT 2".
- (3) REPAIR FAILED AREAS FULL DEPTH. REPAIR WITH 19.0mm MIX, ASPHALT PAVEMENT, MT.

NEWTON COUNTY STP-0472-00(011)/ 106374-301000

CONSTRUCTION SIGNING DETAIL



SIGN LEGEND	
NUMBER	DESCRIPTION
1	ROAD WORK NEXT 10 MILES 80x24
Z	END ROAD WORK 48x24
3	ROAD WORK AHEAD W28-4 M848

TRAFFIC CONTROL SIGNS REQUIRED

2 - G20-1 "ROAD WORK NEXT 10 MILES" 2 - G20-2A "END ROAD WORK"

36 - W20-1 "ROAD WORK AHEAD"
73 - R4-1 "DO NOT PASS"
18 - R4-2 "PASS WITH CARE
71 - W14-3 "NO PASSING ZONE"

ONE (1) W20-1 "ROAD WORK AHEAD SIGN IS REQUIRED AT EACH LOCAL ROAD, STREET, OR HIGHWAY ENTERING

G20-1 AND G20-ZA SIGNS MOUNTED ON TYPE III DOUBLE FACED BARRICADE.

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

FIELD CONDITIONS MAY REQUIRE SOME SIGNS ON THIS DETAIL TO BE ADJUSTED.

THE ABOVE SHOWN ITEMS WILL BE PAID UNDER THE APPROPRIATE PAY ITEMS.
	STP-0472-00(011) / 106374-301000 202-B018 Removal of Concrete Driveways, All Depths								
Station	Location	Width (FT)	Length (FT)	Total (SF)	Total (SY)	Remarks			
225+10	RT.LN	3	44	132.000	14.667	Concrete Driveway			
348+50	RT.LN	3	25	75.000	8.333	Concrete Driveway			
405+90	RT.LN	3	25	75.000	8.333	Concrete Driveway			
406+00	RT.LN	3	26	78.000	8.667	Concrete Driveway			
601+30	RT.LN	3	24	72.000	8.000	Concrete Driveway			
64300	RT.LN	3	28	84.000	9.333	Concrete Driveway			
687+90	RT.LN	3	18	54.000	6.000	Concrete Driveway			
689+50	RT.LN	3	23	69.000	7.667	Concrete Driveway			
691+40	RT.LN	3	17	51.000	5.667	Concrete Driveway			
735+25	RT.LN	3	23	69.000	7.667	Concrete Driveway			
224+74	LT.LN	3	25	75.000	8.333	Concrete Driveway			
351+75	LT.LN	3	15	45.000	5.000	Concrete Driveway			
468+50	LT.LN	3	31	93.000	10.333	Concrete Driveway			
500+00	LT.LN	3	23	69.000	7.667	Concrete Driveway			
680+00	LT.LN	3	24	72.000	8.000	Concrete Driveway			
689+50	LT.LN	3	27	81.000	9.000	Concrete Driveway			
697+20	LT.LN	3	20	60.000	6.667	Concrete Driveway			
			Total	1254.000	139.333				

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	STP-0472-00(011) / 106374-301000 202-B025 Removal of Concrete Paved Ditch								
Station	Location	Width (FT)	Length (FT)	Total (SF)	Total (SY)	<u>Remarks</u>			
218+58	RT.LN	3	9	27.000	3.000	Paved Flume			
232+00	RT.LN	3	9	27.000	3.000	Paved Flume			
238+85	RT.LN	3	9	27.000	3.000	Paved Flume			
258+95	RT.LN	3	9	27.000	3.000	Paved Flume			
276+00	RT.LN	3	9	27.000	3.000	Paved Flume			
279+25	RT.LN	3	9	27.000	3.000	Paved Flume			
306+00	RT.LN	3	9	27.000	3.000	Paved Flume			
321+30	RT.LN	3	9	27.000	3.000	Paved Flume			
323+30	RT.LN	. 3	9	27.000	3.000	Paved Flume			
495+00	RT.LN	3	9	27.000	3.000	Paved Flume			
510+75	RT.LN	3	9	27.000	3.000	Paved Flume			
517+50	RT.LN	3	9	27.000	3.000	Paved Flume			
596+60	RT.LN	3	9	27.000	3.000	Paved Flume			
611+00	RT.LN	3	9	27.000	3.000	Paved Flume			
619+50	RT.LN	3	9	27.000	3.000	Paved Flume			
621+00	RT.LN	3	9	27.000	3.000	Paved Flume			
630+35	RT.LN	3	9	27.000	3.000	Paved Flume			
680+50	RT.LN	3	9	27.000	3.000	Paved Flume			
683+00	RT.LN	3	9	27.000	3.000	Paved Flume			
710+50	RT.LN	3	9	27.000	3.000	Paved Flume			
215+85	LT.LN	3	9	27.000	3.000	Paved Flume			
218+50	LT.LN	3	9	27.000	3.000	Paved Flume			
232+00	LT.LN	3	9	27.000	3.000	Paved Flume			
238+90	LT.LN	3	9	27.000	3.000	Paved Flume			
258+95	LT.LN	3	9	27.000	3.000	Paved Flume			
260+00	LT.LN	3	9	27.000	3.000	Paved Flume			
276+42	LT.LN	3	9	27.000	3.000	Paved Flume			
306+00	LT.LN	3	9	27.000	3.000	Paved Flume			

STP-0472-00(011) / 106374-301000 202-B025 Removal of Concrete Paved Ditch							
Station	Location	Width (FT)	Length (FT)	Total (SF)	Total (SY)	<u>Remarks</u>	
362+30	LT.LN	3	9	27.000	3.000	Paved Flume	
374+33	LT.LN	3	9	27.000	3.000	Paved Flume	
379+10	LT.LN	3	9	27.000	3.000	Paved Flume	
495+00	LT.LN	3	9	27.000	3.000	Paved Flume	
505+00	LT.LN	3	9	27.000	3.000	Paved Flume	
508+40	LT.LN	3	9	27.000	3.000	Paved Flume	
517+50	LT.LN	3	9	27.000	3.000	Paved Flume	
596+65	LT.LN	3	9	27.000	3.000	Paved Flume	
599+85	LT.LN	3	9	27.000	3.000	Paved Flume	
611+00	LT.LN	3	9	27.000	3.000	Paved Flume	
621+00	LT.LN	3	9	27.000	3.000	Paved Flume	
653+30	LT.LN	3	9	27.000	3.000	Paved Flume	
683+00	LT.LN	3	9	27.000	3.000	Paved Flume	
			Total	1107.000	123.000		

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		······································			Failed .		Removal of Concrete	1	Saw	Cuts
				Width	Length		Overlaid w/Asphalt	Asphalt, 19mm Mix		
Station	to	Station	Location	(FT)	(FT)	Area (SF)*	(SY)	(Tons)	Longitudinal	Full Depth
216+57	-	216+66	RT LANE	10	9	90.0	10.0	5.06	9	20
216+60	-	216+66	LTLANE	10	6	60,0	6.7	3.38		20
218+87	-	218+99	RT LANE	10	12	120.0	13.3	6.75	12	20
218+90	-	218+99	LTLANE	10	9	90.0	10.0	5.06		20
229+59	-	229+69	RT LANE	10	10	100.0	11.1	5.63	10	20
229+59	-	229+69	LT LANE	10	10	100.0	11.1	5.63		20
229+75	-	229+81	RT LANE	10	6	60.0	6.7	3,38	6	20
287+24	•	287+43	LT LANE	10	19	190.0	21.1	10.69	19	20
287+27	-	287+33	RTLANE	10	6	60,0	6.7	3,38		20
302+85		302+97	RT LANE	10	12	120.0	13.3	6.75	12	20
313+87	-	314+09	RT LANE	10	22	220.0	24.4	12.38	22	20
313+96	1	314+06	LT LANE	10	10	100.0	11.1	5.63		20
314+17		314+32	RT LANE	10	15	150.0	16.7	8.44	15	20
329+99	-	330+14	LT LANE	10	15	150.0	16.7	8.44	15	20
339+06		339+14	LT LANE	10	9	90.0	10.0	5.06	9	20
340+38	-	340+49	LT LANE	10	11	110.0	12.2	6.19	11	20
370+10		370+19	LT LANE	10	9	90.0	10.0	5,06	9	20
370+10		370+19	RTLANE	10	9	90.0	10.0	5.06		20
402+69		402+76	RTLANE	10	7	70.0	7.8	3.94	7	20
412+13	-	412+25	RTLANE	10	12	120.0	13.3	6.75	12	20
412+12	-	412+20	LT LANE	10	8	80.0	8.9	4.60	1	20
415+31	-	415+41	RTLANE	10	10	100.0	11.1	5.63	10	20
415+31		415+39	LT LANE	10	8	80.0	8.9	4.50		20
422+77		422+83	RT LANE	10	6	60.0	6,7	3.38	6	20
422+77		422+83	LT LANE	10	6	60.0	6.7	3.38		20
435+09		435+18	RTLANE	10	9	90.0	10.0	5.06	9	20
438+82	-1-1	438+88	LT LANE	10	6	60.0	6.7	3.38	6	20
443+54		443+60	LT LANE	10	6	60.0	6.7	3.38	6	20
450+62		450+58	RT LANE	10	6	60.0	6,7	3,38		20
450+62		450+62	LT LANE	10	10	100.0	11.1	5,63	10	20
484+94		485+04	RT LANE	10	10	100.0	11.1	5.63	10	20
484+94		485+04	LT LANE	10	10	100.0	11.1	5.63		20
604+78		604+89	RT LANE	10	11	110.0	12.2	6.19	11	20
604+78		504+89	LT LANE	10	11	110.0	12.2	6.19		20
510+40		610+68	RT LANE	10	28	280.0	31,1	15.75	28	20
610+40		510+61	LT LANE	10	21	210.0	23.3	11.81		20
514+ 78		514+94	BT LANE	10	16	160.0	17.8	9.00	16	20
628+00		528+10	RT LANE	10	10	100.0	11.1	5.63	10	20
636+88		536+95	RT LANE	10	7	70.0	7,8	3.94	7	20
556+53		556+69	RT LANE	10	16	160.0	17.8	9.00	16	20
565+42		565+53	RT LANE	10	11	110.0	12.2	6.19	11	20
565+42		565+49	LT LANE	10	7	70.0	7.8	3.94		20
569+50	1-1	569+69	LT LANE	10	9	90.0	10.0	5,06	9	20
572+37		572+50	RT LANE	10	13	130.0	14.4	7.31	13	20
574+87		574+94	LT LANE	10	7	70.0	7.8	3.94	T	20
576+64		576+77	LTLANE	10	13	130.0	14.4	7.31	13	20
582+79	-	582+89	RT LANE	10	10	100.0	11.1	5.63	10	20
585+21		585+27	LTLANE	10	6	60.0	6.7	3.38	6	20
585+78		585+84	LTLANE	10	6	60.0	6.7	3.38		20
585+78		585+91	RT LANE	10	13	130.0	14.4	7.31	13	20
599+09	1-1	599+15	LT LANE	10	6	60,0	6.7	3,38	3	20
607+42		607+61	RT LANE	10	9	90.0	10.0	5.06		20
611+35		611+46	LT LANE	10	11	110.0	12.2	6.19		20
611+35		611+63	RT LANE	10	18	180,0	20.0	10.13	18	20

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615+54 - 615+83 - 620+70 - 623+65 -	615+64 615+90 620+80	LT LANE RT LANE	10 10	10	100.0	11.1	5.63		20
620+70 - 623+65 -		RT LANE	40				2.00		20
623+65 -	620+80		10 V	7	70.0	7,8	3.94	7	20
		RTLANE	10	10	100.0	11.1	5.63	10	20
	623+72	RTLANE	10	7	70.0	7.8	3.94	7	20
629+95 -	630+05	LTLANE	10	10	100.0	11.1	5.63	10	20
629+95 -	630+05	RTLANE	10	10	100.0	11.1	5.63		20
634+95 -	635+05	RTLANE	10	10	100.0	11.1	6.63	10	20
641+79 -	641+87	RTLANE	10	8	80.0	8.9	4.50	8	20
641+79 -	641+85	LTLANE	10	6	60.0	6.7	3.38		20
654+13 -	654+22	RTLANE	10	9	90.0	10.0	5.06	9	20
390+75 -	190+90	RT LANE	10	15	150.0	16.7	8.44		20
390+39 -	190+49	LTLANE	10	10	100.0	11.1	5.63	10	20
390+76 -	190+96	LTLANE	10	21	210.0	23.3	11.81	21	20
713+73 -	713+79	RTLANE	10	6	60.0	6.7	3.38	6	20
720+55 -	721+13	RTLANE	10	58	580.0	64,4	32.63	58	20

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	619-D S	Standard Roadside Constru	ction Signs (Less than 10 !	6q. Ft.)	
Station	Location	Description	Quantity	Unit	Remarks
	LT.LN	G20-2A	8	SF	500' West of BOP
214+88	RT.LN	R4-1	5	SF	
214+88	LT.LN	W14-3	5.56	SF	
215+92	LT.LN	R4-1	5	SF	
215+92	RT.LN	W14-3	5.56	SF	
222+38	LT.LN	W14-3	5.56	SF	
222+38	RT.LN	R4-1	5	SF	
226+01	LT.LN	R4-2	5	SF	
226+01	RT.LN	R4-2	5	SF	
227+80	LTLN	R4-1	5	SF	
227+80	RT.LN	W14-3	5.55	SF	
234+70	LT.LN	W14-3	5.56	SF	
234+70	RT.LN	R4-1	5	SF	
235+30	LT.LN	R4-1	5	SF	
235+30	RT.LN	W14-3	5.55	SF	
242+20	LT.I.N	W14-3	5.56	SF	
242+20	RT.LN	R4-1	5	SF	
245+88	LT.LN	R4-2	5	SF	
249+70	LT.LN	W14-3	5.56	SF	
249+70	RT.LN	R4-2	5	SF	
254+44	LT.LN	R4-1	5	SF	
254+44	RT.LN	W14-3	5.56	SF	
257+20	LT.LN	W14-3	5.56	SF	
257+20	RT.LN	R4-1	5	SF	
261+94	LT,LN	W14-3	5.56	SF	
261+94	RT.LN	R4-1	5	SF	
264+70	LT.LN	W14-3	5.56	SF	
264+70	RT.LN	R4-1	5	SF	
265+65	RT.LN	R4-2	5	SF SF	
269+44	LT.LN RT.LN	R4-1 W14-3	5.56	SF	
269+44 276+40	LT.LN	W14-3	5.56	SF	
276+40	RTLN	R4-1	5		
276+69	LT.LN	R4-1	5	SF	
276+69	RT.LN	W14-3	5.56	SF	
283+90	LT.LN	W14-3	5.56	SF	
283+90	RT.LN	R4-1	5	SF	
287+42	LT.LN	R4-2	5	SF	
291+40	LT.LN	W14-3	5.56	SF	
291+40	RT.LN	R4-1	5	SF	
295+81	RT.LN	R4-2	5	SF	
299+04	LT.LN	R4-1	5	SF	
299+04	RT.LN	W14-3	5.56	SF	
305+65	LT.LN	W14-3	5.56	ŚF	
305+65	RTLN	R4-1	5	SF	
306+54	LT.LN	R4-1	5	SF	
306+54	RT.LN	W14-3	5.56	SF	
313+15	LT.LN	W14-3	5.56	SF	
313+15	RT.LN	R4-1	5	SF	
317+27	LT.LN	R4-2	5	SF	
320+65	LT.LN	W14-3	5.56	SF	
320+65	RT.LN	R4-1	5	SF	
321+42	LT.LN	R4-1	5	SF	
321+42	RT.LN	W14-3	5,56	SF	
328+15	LT.LN	W14-3	5.56	SF	
328+15	RT.LN	R4-1	5	SF	1

	619-0-	Standard Roadside Constru	/ 106374-301000 Institution Signs (Less than 10 '	Sa Et)	
Ch-Min-					Demos de
Station	Location	Description	Quantity	Unit	Remarks
329+42	RT.LN RT.LN	W14-3 84-2	5.56	SF SF	
333+51	and the second		5	5F SF	
336+92	RTLN	R4-1 W14-3	5.56	SF SF	
336+92	LT.LN	R4-1	5	SF	
344+42 344+42	RTLN	W14-3	5,56	SF	
348+61	LTLN	W14-3	5.56	SF	
348+61	RTLN	84-1	5	SF	
356+11	LT.LN	W14-3	5.56	SF	
356+11	RT.LN	R4-1	5	SF	
358+73	LT.LN	R4-2	5	SF	
360+23	LT.LN	R4-1	5	SF	
360+23	RT.LN	W14-3	5.56	SF	
363+61	LT.LN	W14-3	5.56	SF	
363+61	RT.LN	R4-1	5	SF	
367+73	LT.LN	R4-1	5	SF	
367+73	RT.LN	W14-3	5.56	SF	
371+11	LT.LN	W14-3	5.56	SF	
371+11	RT.LN	R4-1	5	SF	
375+23	LTLN	R4-1	5	SF	
375+23	BT.LN	W14-3	5,56	SF	
378+61	RT,LN	R4-1	5	SF	
382+73	LT.LN	R4-1	5	SF	
382+73	RT.LN	W14-3	5.56	SFSF	
386+11 386+11	I.T.LN RT.LN	W14-3 R4-1	5.56	5F SF	
390+23	RTLN	W14-3	5.56	5F	
390+23	LT.LN	R4-1	5	SF	+ ····
393+61	LT.LN	R4-1	5	SF	+
393+61	RT.LN	W14-3	5.56	SF	1
397+73	LT.LN	R4-1	5	SF	
397+73	RT.LN	W14-3	5.56	SF	
399+52	RT.LN	R4-2	5	SF	
405+23	LT.LN	R4-1	5	5F	
405+23	RT.LN	W14-3	5.56	SF	
490+65	LT.LN	W14-3	5.56	SF	
490+65	RT.LN	R4-1	5	SF	
498+15	LT.LN	W14-3	5.56	SF	
498+15	RT.LN	R4-1	5	SF	ļ
499+13	RT.LN	R4-2	5	SF	
501+17	LT.LN	R4-2	5	SF	+
502+72 502+72	LT.LN RT.LN	R4-1 W14-3	5.56	SF	+
510+55	LT.LN	W14-3 R4-1	5	SF SF	+
510+55	RT.LN	W14-3	5.56	5F	
580+93	LT.LN	W14-3	5.56		1
580+93	RT.LN	R4-1	5	SF	1
588+43	LT.LN	W14-3	5.56	SF	1
588+43	RT.LN	R4-1	5	SF	
588+85	LT.LN	R4-2	5	SF	1
595+93	LT.LN	W14-3	5.56	SF	
595+93	RT.LN	R4-1	5	SF	1
596+22	LT.LN	R4-1	5	SF	1
596+22	RT.LN	W14-3	5.56	SF	
603+43	LT.LN	W14-3	5,56	SF	
603+43	RT.LN	R4-1	5	SF	1

		· · · · · · · · · · · · · · · · · · ·	ction Signs (Less than 10		
Station	Location	Description	Quantity	Unit	Remarks
603+72	RT.LN	W14-3	5,56	SF	
610+93	LT.LN	W14-3	5.56	SF	
610+93	RT.LN	R4-1	5	SF	
611+22	LT.LN	R4-1	5	SF	
611+22	RT.LN	W14-3	5.56	SF	
618+43	LT.LN	W14-3	5.56	SF	
618+43	RT.LN	R4-1	5	SF	
618+72	LT.LN	R4-1	5	SF	
618+72	RT.LN	W14-3	5.56	SF	
625+93	LT.LN	W14-3	5.56	SF	
625+93	RT.LN	R4-1	5	SF	
626+22	LT.LN	R4-1	5	SF	
626+22	RT.LN	W14-3	5.56	SF	
633+43	LT.LN	W14-3	5.56	SF	
633+43	RT.LN	R4-1	5	SF	
633+72	LT.LN	R4-1	5	SF	
633+72	RT.LN	W14-3	5.56	SF	
641+80	LT.LN	R4-1	5	SF	
641+80	RTLN	W14-3	5.56	SF	
648+72	LT.ÍN	R4-1	5	SF	
648+72	RT.LN	W14-3	5.56	SF SF	
675+79	LTLN	W14-3	5.56	SFSF	
675+79	RT.LN	R4-1	5	5F SF	
683+29	LTLN	W14-3	5.56		
683+29	RT.LN	R4-1	5	SF SF	
685+85	RT.LN	R4-2	5	SF	
687+17	LT.LN	R4-2	5	SF SF	
687+47	LTLN	R4-1	5.56	SF SF	
687+47 694+97	RT.LN LT.LN	W14-3 R4-1	5	5F	
694+97	RT.LN	W14-3	5,56	57 5F	
701+56	BTLN BTLN	R4-1	5	SF	
709+06	LT.LN	W14-3	5.56	SF	
709+06	RTLN	R4-1	5	SF	
709+13	LTLN	R4-2	5	SF	
714+76	LTLN	R4-2 R4-1	5	SF	
714+76	RTLN	W14-3	5,56	5F	
716+56	LT.LN	W14-3	5.56	SF	
716+56	RTLN	R4-1	5	SF	
729+76	LT.LN	R4-1 R4-1	5	SF	
729+76	AT LN	W14-3	5.56	SF	
731+56	LT.LN	W14-3	5,56	SF	
731+56	RT.LN	R4-1	5	SF	
737+26	LT.LN	R4-1	5	SF	
737+26	RT.LN	W14-3	5.56	SF	
739+06	BT.LN BT.LN	R4-1	5	SF	
744+76	LT.LN	R4-1	5	SF	
744+76	8T.LN	W14-3	5.56	SF	
777770	BTLN	G20-2A	8	SF	500' East of EOP

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619-D Standard

Roadside Construction Signs (10 Sq. Ft. or More) Station Location Description Quantity Unit Remarks RT.LN G20-1 10 SF 500' West of BOP 240+00 RT.LN W20-1 16 SF Potterchitto RD 240+00 LT.LN W20-1 16 SF Gentry RD 319+00 LT.LN W20-1 16 SF Wilbur RD 338+60 RT.LN W20-1 16 SF Caraway RD RT.LN 373+00 W20-1 16 SF Caraway RD 379+00 16 SF LT.LN W20-1 West College ST 396+75 LT.LN W20-1 16 SF HWY 503 North 396+75 RT.LN W20-1 16 SF Jackson ST 399+25 LT.LN W20-1 16 SF North Hickory ST 399+25 RT.LN 16 SF W20-1 HWY 503 South 401+15 LT.LN W20-1 16 SF North College ST 402+15 RT.LN W20-1 16 SF South Taylor ST 408+00 RT.LN W20-1 16 SF Smede ST 408+00 LT.LN W20-1 16 SF Hickory Little Rock RD 416+55 RT.LN W20-1 16 SF South Boose ST 416+70 LT.LN W2D-1 16 SF North Boose ST 418+80 LT.LN W2D-1 16 SF East College ST 421+10 LT.LN W2D-1 16 SF Harris ST 422+25 RT.LN W20-1 16 SF M.L.K Loop 427+00 RT.LN W20-1 16 SF M.L.K Loop 440+00 RT.LN W20-1 16 SF M.L.K Loop 440+25 LT.LN W20-1 16 SF No Name RD 440+80 RT.LN W20-1 16 SF Linden Lumber Co. RD 453+60 LT.LN W20-1 16 SF McGee RD 494+20 LT.LN W20-1 16 SF No Name RD 494+20 RT.LN W20-1 16 SF Blount LN 525+85 RT.LN W20-1 16 SF Buckley RD 582+00 LT.LN W20-1 16 SF Truelight RD 614+25 LT.LN W20-1 16 SF MT. Pleasant Church RD 640+70 LT.LN W20-1 16 SF Ridge RD W20-1 693+50 LT.LN 16 Adams ST SF 693+75 RT.LN 16 SF W20-1 Chestnut ST 701+85 LT.LN W20-1 16 SF Commerce ST 704+25 RT.LN W20-1 16 SF Poplar ST 733+30 RT.LN W20-1 16 SF Pine Forest RD 739+20 LT.LN W20-1 16 SF Clarence Culpepper RD LT.LN G20-1 10 SF 500' East of EOP SF 362 SF Total

т		rse Joints Requir ning and Filling	ing	Transverse Joints Requiring Sawing and Sealing				
		PAGE 1		PAGE 1				
Station	-	Station	No. of Joints	Station	-	Station	No. of Joint	
215+08	-	309+08	6280	21508	-	30908	8164	
309+73	-	319+28	660	30973	-	31928	858	
319+48	-	546+88	22760	31948	-	39485	9828	
548+19	-	553+00	500	39485	-	42328	3146	
554+63	-	559+69	520	42328	-	54688	16094	
561+00	-	580+68	1980	54819	-	55300	650	
581+00	-	664+55	5600	55463	~	55969	676	
665+53	-	721+84	3780	56100	-	58068	2574	
726+84	-	744+50	1200	58100	-	66455	7280	
	-			66553	-	69900	2938	
	-			69900	-	70300	308	
	-			70300	-	72184	1664	
	-			72684	-	74450	1560	

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STP-0472-00(011) / 106374-301000

			Saw Cuts	
Station	Location	Longth	Longitudinal	
318000	LUCAUUTI	Length	Saw Cuts (LF)	Remarks
218+58	RT.LN	9X18	27	Paved Flume
232+00	RT.LN	9X18	27	Paved Flume
238+85	RT.LN	9X18	27	Paved Flume
258+95	RT.LN	9X18	27	Paved Flume
276+00	RT.LN	9X18	27	Paved Flume
279+25	RT.LN	9X18	27	Paved Flume
306+00	RT.LN	9X18	27	Paved Flume
321+30	RT.LN	9X18	27	Paved Flume
323+30	RT.LN	9X18	27	Paved Flume
495+00	RT.LN	9X18	27	Paved Flume
510+75	RT.LN	9X18	27	Paved Flume
517+50	RT.LN	9X18	27	Paved Flume
596+60	RT.LN	9X18	27	Paved Flume
611+00	RT.LN	9X18	27	Paved Flume
619+50	RT.LN	9X18	27	Paved Flume
621+00	RT.LN	9X18	27	Paved Flume
630+35	RT.LN	9X18	27	Paved Flume
680+50	RT.LN	9X18	27	Paved Flume
683+00	RT.LN	9X18	27	Paved Flume
710+50	RT.LN	9X18	27	Paved Flume
215+85	LT.LN	9X18	27	Paved Flume
218+50	LT.LN	9X18	27	Paved Flume
232+00	LT.LN	9X18	27	Paved Flume
238+90	LT.LN	9X18	27	Paved Flume
258+95	LT.LN	9X18	27	Paved Flume
260+00	LT.LN	9X18	27	Paved Flume
276+42	LT.LN	9X18	27	Paved Flume
306+00	LT.LN	9X18	27	Paved Flume
362+30	LT.LN	9X18	27	Paved Flume
374+33	LT.LN	9X18	27	Paved Flume
379+10	LT.LN	9X18	27	Paved Flume
495+00	LT.LN	9X18	27	Paved Flume
505+00	LT.LN	9X18	27	Paved Flume
508+40	LT.LN	9X18	27	Paved Flume
517+50	LT.LN	9X18	27	Paved Flume
596+65	LT.LN	9X18	27	Paved Flume
599+85	LT.LN	9X18	27	Paved Flume

Notice To Bidders No.3926 -- Cont'd.

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STP-0472-00(011) / 106374-301000

Saw Cuts Longitudinal Station Location Length Saw Cuts (LF) Remarks 611+00 LT.LN 9X18 27 Paved Flume Paved Flume 621+00 LT.LN 9X18 27 27 Paved Flume 653+30 LT.LN 9X18 27 683+00 LT.LN 9X18 Paved Flume 225+10 RT.LN 44X51 95 Concrete Driveway 348+50 RT.LN 25X29 54 Concrete Driveway 405+90 RT.LN 25X30 55 Concrete Driveway 406+00 RT.LN 26X28 54 Concrete Driveway 53 601+30 RT.LN 24X29 Concrete Driveway RT.LN 28X35 63 64300 Concrete Driveway 687+90 RT.LN 18X25 43 Concrete Driveway 689+50 RT.LN 23X33 56 Concrete Driveway 691+40 RT.LN 17X23 40 Concrete Driveway 735+25 RT.LN 23X28 51 Concrete Driveway 224+74 LT.LN 25X35 60 Concrete Driveway 351+75 LT.LN 15X20 35 Concrete Driveway 468+50 LT.LN 31X43 74 Concrete Driveway 500+00 LT.LN 23X33 56 **Concrete Driveway** 680+00 LT.LN 24X30 54 Concrete Driveway 689+50 LT.LN 27X35 62 Concrete Driveway 697+20 LT.LN 20X25 45 Concrete Driveway

2057

Total

0472-00(011) / 106374-30100	0			619-G Ty
	Barricades Do	uble-Faced		
Location	Station	Quantity	Unit	Description
LT.LN	500' West of BOP	6	LF	
RT.LN	500' West of BOP	6	LF	
LT.LN	500' East of EOP	6	LF	
RT.LN	500' East of EOP	6	LF	
	Total	24	LF	

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					72-00(011)/10 ARD RAIL RE		00		
WK. NO.	STATION	Location	GUARDRAIL	TERMINAL END	BRIDGE END SECTION	SINGLE D	ELINEATORS	Removal of Guardrail	REMARKS
			W-BEAM	JECTION	TYPE E	WHITE	YELLOW		
	307+70	RT.LN		1		5		37.5	
	308+31	LT.LN	25.0	1		4		50.0	
	309+73	RT.LN	25.0	1		4		50.0	
	309+48	LT.LN		1		5		37.5	
	545+51	RT.LN		1		5		25.0	
	546+11	LT.LN	25.0	1		4		50.0	
	548+19	RT.LN	25.0	1		4		50.0	
	547+94	LT.LN		1		5		37.5	
	551+58	RT.LN		1		5		37.5	
	552+20	LT.LN	25.0	1		4		37.5	
	554+63	RT.LN	25.0	1		4		50.0	
	554+37	LT.LN		1		5		37.5	
	558+33	RT.LN		1		5		37.5	
	558+94	LT.LN	25.0	1		4		50.0	
	561+00	RT.LN	25.0	1	·	4		50.0	
	560+75	LT.LN		1		5		37.5	
	663+17	RT.LN		1	1	5		62.5	Remove BES in addition to TES
	662+18	LT.LN		1		8		37.5	
	665+53	RT.LN		1		5		37.5	
	665+28	LT.LN	75.0	1	1	5		137.5	Remove 75' of GR, BES in addition to TES
	720+40	RT.LN		1		5		37.5	
	721+03	LT.LN	25.0	1		4		50.0	· · · · · · · · · · · · · · · · · · ·
	727+08	RT.LN	25.0	1		4		50.0	
	726+94	LT.LN	·····	1		5		37.5	
UNITS		L. F.	EACH	EACH	EACH	EACH	EACH		
TOTALS		325.0	24	2	113	0	1125		

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Newton County STP-0472-00(011)/ 106374-301000

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TYPICAL SECTION OF MILLING COUNTY ROADS WITH CURB AND GUTTER



TYPICAL DETAIL OF ADDITIONAL SHOULDER PAVING REQUIRED AT GUARDRAIL LOCATIONS

87



*Asphalt Thickness = 3" See Scope of Work for additional Details

DRIVEWAY PAD DETAIL



Note:

88

The HMA on the existing driveway/ramp pads are to remain in their current, size, and location. If, in the opinion of the engineer, a pad should be modified or replaced, payment will be made for the work using the appropriate pay items. Granular Material and/or stabilizer aggregate should be placed around the pads as required.

DETAIL OF SAWING AND SEALING TRANSVERSE/LONGITUDINAL JOINTS



68

SEE INCLUDED SPECIAL PROVISIONS FOR DETAILS OF CLEANING AND FILLING JOINTS AND SAWING AND SEALING JDINTS.

SPECIAL DESIGN: RUMBLE STRIPES (GROUND-IN) 2 LANE







NOT TO SCALE



COUNTY ROAD PAVING/STRIPING DETAIL

*SEE ATTACHED SHEET FOR TWO-WAY CLEAR RPM DETAIL

1

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TYPICAL FOR RAISED PAVEMENT MARKERS PLACED ON SIDE ROAD RADIUS



NOTE 1. MARKERS SHALL BE PLACED EVERY 10 FEET.



- NOTE 2. MARKERS SHALL BE VISIBLE FROM THE TRAVELING MOTORIST ON STATE DESIGNATED HIGHWAYS.
- NOTE 3. MARKERS SHALL BE HIGH PERFORMANCE TWO WAY CLEAR.
- NOTE 4. FIVE (5) MARKERS SHALL BE PLACED ALONG MAINLINE EDGE STRIPE.
- NOTE 5. MARKERS FOR COUNTY ROADS SHALL CONTINUE DOWN THE EDGE STRIPE A DISTANCE OF 40 FEET.

General Decision Number: MS120147 04/06/2012 MS147

Superseded General Decision Number: MS20100190

State: Mississippi

Construction Type: Highway

County: Newton County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012
1	02/24/2012
2	03/23/2012
3	04/06/2012

* ELEC0917-003 12/01/2011

	Rates	Fringes
ELECTRICIAN	\$ 22.55	8.61
SUMS2008-108 09/04/2008		
	Rates	Fringes
CARPENTER, Includes Form Work	\$ 10.62	0.67
CEMENT MASON/CONCRETE FINISHER.	\$ 10.67	0.78
IRONWORKER, REINFORCING	\$ 10.38	0.00
LABORER: Common or General	\$ 8.39	0.00
LABORER: Pipelayer	\$ 9.68	0.00
OPERATOR: Backhoe	\$ 11.45	0.00
OPERATOR: Broom	\$ 10.17	0.00
OPERATOR: Bulldozer	\$ 11.17	0.00
OPERATOR: Crane	\$ 14.57	0.00
OPERATOR: Excavator	\$ 12.50	0.00
OPERATOR: Grader/Blade	\$ 11.00	0.00
OPERATOR: Mechanic	\$ 12.04	0.00
OPERATOR: Oiler	\$ 12.33	0.48
OPERATOR: Roller	\$ 9.31	0.00
OPERATOR: Scraper	\$ 10.00	0.00
OPERATOR: Tractor	\$ ^{7.25} 93	0.00

OPERATOR: Asphalt Paver and Asphalt Spreader\$	10.00	0.00
OPERATOR: Loader\$	10.15	0.00
TRUCK DRIVER\$	9.63	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and Mill not change

until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SUPPLEMENT TO FORM FHWA-1273

DATE: 6/15/94

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

 employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer. b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly takecorrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within thetime limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

 The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than guarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

 the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

 (2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30day period that additional time is necessary e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level ofprogress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

 The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provideall safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended andsupplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq</u>., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq</u>., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

* * * * *

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979 From April 1, 1979 until March 31, 1980	3.1 5.1
From April 1, 1979 until March 31, 1980 From April 1, 1980 until March 31, 1981	6.9

Until further notice

Goals for minority participation for each trade (percent)

SHSA Cities:	
Pascagoula - Moss Point	169
Biloxi - Gulfport	
Jackson	
	0.0
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw,	
Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee,	
Leflore, Marshall, Monroe, Montgomery, Panola,	
Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie,	
Tate, Tippah, Tishomingo, Tunica, Union,	
Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington,	
Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson,	
Jefferson Davis, Jones Kemper, Lauderdale, Lawrence,	
Leake, Lincoln, Lowndes, Madison, Neshoba, Newton,	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontract, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer Mississippi Department of Transportation P.O. Box 1850 Jackson, Mississippi 39215-1850

(9/30/87)

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

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:

<u>907-101.02--Definitions.</u> 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.

SPECIAL PROVISION NO. 907-102-8

CODE: (IS)

DATE: 01/20/2011

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, <u>www.gomdot.com</u>.

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 Mississippi 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.

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SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

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

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).

<u>907-103.05.2--Form of Bonds</u>. 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.

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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".

SPECIAL PROVISION NO. 907-104-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Partnering Process

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>**907-104.01--Intent of Contract.**</u> At the end of Subsection 104.01 on Page 24, add the following:

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The contractor and the Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- A. Each will function within the laws and statutes applicable to their duties and responsibilities.
- B. Each will assist in the other's performance.
- C. Each will avoid hindering the other's performance.
- D. Each will proceed to fulfill its obligations diligently.
- E. Each will cooperate in the common endeavor of the contract.

VOLUNTARY PARTNERING:

The Mississippi Department of Transportation intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and supplier. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in make-up, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partnering initiative prior to starting of work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the preconstruction conference, the contractor's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The Contractor working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel, the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA and key local government personnel will be also be invited to attend as necessary. The contractors and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the contractor and Mississippi Department of Transportation.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract.

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SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Disposal of Materials

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-104.05--Removal and Disposal of All Materials From the Project.</u> Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

SUBJECT: Control of Work

After Subsection 907-105.05 on page 1, add the following.

<u>**907-105.14--Maintenance During Construction</u></u>. Before the first sentence Subsection 105.14 on page 39, add the following:</u>**

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

SPECIAL PROVISION NO. 907-105-6

CODE: (IS)

DATE: 01/20/2011

SUBJECT: Control of Work

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.

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. 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 A copy of the Certified Erosion Control Person's certification approved by the Department. 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. 907-107-9

DATE: 08/23/2011

SUBJECT: Legal Relations and Responsibility to Public

<u>907-107.14.2.2--Railroad Protective.</u> Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

<u>**907-107.18--Contractor's Responsibility for Utility Property and Services.</u>** After the first sentence of Subsection 107.18 on page 63, add the following:</u>

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

SPECIAL PROVISION NO. 907-107-9

CODE: (IS)

DATE: 01/20/2011

SUBJECT: Legal Relations and Responsibility to Public

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

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

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

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

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

907-107.14--Damage Claims and Insurance.

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

<u>907-107.14.2.1--General</u>. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$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 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.

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<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:

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(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,

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- (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.

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SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

DATE: 03/15/2011

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

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

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

<u>907-108.02--Notice To Proceed</u>. 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.

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.

<u>907-108.03--Prosecution and Progress.</u> Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

<u>907-108.03.1--Progress Schedule.</u> Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

• Show a time scale to graphically show the completion of the work within contract time.

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- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

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

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.

Delete the third paragraph of Subsection 108.03.2 on page 76.

<u>907-108.06--Determination and Extension of Contract Time.</u> Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

<u>907-108.06.2.1--General.</u> Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

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907-108.06.2.2--Contract Time. The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When he Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

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Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date 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, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

<u>907-108.06.2.3--Extension of Time</u>. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.4--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)".

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 1/20/2011

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>907-109.01--Measurement of Ouantities.</u> Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

<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.

<u>907-109.06--Partial Payment.</u>

<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 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."

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SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

<u>907-110.02.2--Wage Rates.</u> All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

SPECIAL PROVISION NO. 907-304-12

CODE: (IS)

DATE: 06/01/2009

SUBJECT: Granular Courses

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

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

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

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

907-304.03--Construction Requirements.

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

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

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

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

Lot Average	Individual Test
96.0	92.0

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

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

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

SPECIAL PROVISION NO. 907-310-1

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Stabilizer Aggregate

Section 907-310, Mechanically Stabilized Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-304.05--Basis of Payment</u>. Add the "907" prefix to pay item 310-B on page 222.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-2

DATE: 07/19/2011

SUBJECT: Hot Mix Asphalt (HMA)

Add the following before 907-401.02.6.2 on page 1.

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

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

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

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

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

<u>907-401.02.6.5--Acceptance Procedure for Pavement Smoothness.</u> Delete the third sentence of the sixth paragraph of Subsection 401.02.6.5 on page 254, and substitute the following.

The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively.

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

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

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

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

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

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

After Subsection 401.03.13 on page 266, add the following:

<u>907-401.03.14--Shoulder Wedge</u>. The Contractor shall attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees, but not steeper than 35 degrees. The device shall maintain contact between itself and the road shoulder surface and allow for automatic transition to cross roads, driveways, and obstructions. The device shall be used to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Conventional single plate strike off shall not be used.

The device shall be TransTech Shoulder Wedge Maker, the Advant-Edge, or a similar approved equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following:

- 3 - Supplement to S. P. No. 907-401-2 -- Cont'd.

- 1. TransTech Systems, Inc. 1594 State Street Schenectady, NY 12304 800-724-6306 www.transtechsys.com
- Advant-Edge Paving Equipment, LLC P.O. Box 9163 Niskayuna, NY 12309-0163 518-280-6090 Contact; Gary D. Antonelli Cell: 518-368-5699 email: <u>garya@nycap.rr.com</u> Website: <u>www.advantedgepaving.com</u>

Before using a similar device, the Contractor shall provide proof that the device has been used on previous projects with acceptable results, or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts, or otherwise authorized by the Engineer.

SPECIAL PROVISION NO. 907-401-2

CODE: (IS)

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-4

DATE: 10/05/2010

SUBJECT: Warm Mix Asphalt

Delete Subsection 907-401.03.8 on page 2 and substitute the following:

<u>907-401.03.8--Preparation of Mixture.</u> After the sentence in Subsection 401.03.8 on page 264, add the following:

Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as material characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

SPECIAL PROVISION NO. 907-401-4

CODE: (SP)

DATE: 03/22/2010

SUBJECT: Warm Mix Asphalt (WMA)

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

<u>907-401.01--Description</u>. Delete the first and second paragraphs of Subsection 401.01 on page 236, and substitute the following:

These specifications include general requirements for all types of WMA.

This work consists of the construction of one or more lifts of WMA in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

907-401.02--Materials. Delete Subsection 401.02.2 on page 239, and substitute the following:

<u>907-401.02.2--WMA Products and Processes.</u> The Department will maintain a list of qualified WMA products and processes. No product or process shall be used unless it appears on this list.

The Contractor may propose other products or processes for approval by the Product Evaluation Committee. Documentation shall be provided to demonstrate laboratory performance, field performance, and construction experience.

907-401.03--Construction Requirements.

<u>907-401.03.1.1--Weather Limitations.</u> Delete the second sentence of the first paragraph and the Temperature Limitation Table in Subsection 401.03.1.1 on page 258, and substitute the following:

The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

<u>907-401.03.1.2--Tack Coat.</u> Delete the first sentence of the first paragraph of Subsection 401.03.1.2 on page 259 and substitute the following:

Tack coat shall be applied to previously placed WMA and between lifts, unless otherwise directed by the Engineer.

<u>**907-401.03.8--Preparation of Mixture.</u>** Delete the sentence in Subsection 401.03.8 on page 264, and substitute the following:</u>

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The temperature of the WMA mixture, when discharged from the mixer, shall not exceed 280° F.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

DATE: 03/15/2012

SUBJECT: Hot Mix Asphalt (HMA)

Before Subsection 907-403.05.2 on page 1, add the following:

907-403.03--Construction Requirements.

<u>907-403.03.2--Smoothness Tolerances.</u> Delete the fourth paragraph of Subsection 403.03.2 on page 267 and substitute the following.

Where only a surface lift is required, the finished surface lift shall have a profile index of not more than 60.0 inches per mile.

Delete the last paragraph of Subsection 403.03.2 at the bottom of page 268, and the table at the top of page 269 and substitute the following:

Except for a single lift overlay, when the Profile Index for the final surface lift is less than or equal to eighteen inches per mile (18.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than 6.0	108
6.0 to 10.0	106
10.1 to 14.0	104
14.1 to 18.0	102
18.1 to Required P.I.	100
over Required P.I.	100
	(with correction to Required P.I.)

For a single lift overlay, when the Profile Index for the final surface lift is less than or equal to eighteen inches per mile (18.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than or equal to 18.0	103
18.1 to Required P.I.	100
over Required P.I.	100
	(with correction to Required P.I.)

Delete the first full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the segment(s) or portions of the segments(s) of the surface lift that require smoothness be determined by using a profilograph.

Delete the third full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Any contract price adjustment for rideability will be applied on a segment to segment basis on the theoretical tonnage based on 12-foot lanes, determined in accordance with Subsections 401.02.6.5 and 403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

<u>907-403.03.5.5--Preliminary Leveling</u>. All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.
SPECIAL PROVISION NO. 907-403-4

CODE: (IS)

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

<u>907-403.05.2-Pav Items.</u> Add the "907" prefix to the pay items listed on page 275 & 276.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-9

DATE: 10/26/2011

SUBJECT: Warm Mix Asphalt (WMA)

Delete Subsection 403.05 on page 1 and substitute the following.

<u>907-403.04--Method of Measurement.</u> WMA pavement, complete in place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 401.03.2.1.11.

<u>907-403.05-Basis of Payment.</u> Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5 & 403.03.2, warm mix asphalt pavement, complete-in-place, accepted, and measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

SPECIAL PROVISION NO. 907-403-9

CODE: (SP)

DATE: 03/15/2010

SUBJECT: Warm Mix Asphalt (WMA)

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

<u>907-403.01--Description.</u> Delete the first sentence of Subsection 403.01 on page 266, and substitute the following:

This work consists of constructing one or more lifts of WMA pavement meeting the requirements of Section 401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grade, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

<u>907-403.05--Basis of Payment.</u>

907-403.05.2--Pay Items. After the last pay item listed on page 276, add the following:

907-403-M: Warm Mix Asphalt, <u>(1)</u> , <u>(2)</u> Type Mixture	- per ton
907-403-N: Warm Mix Asphalt, <u>(1)</u> , <u>(3)</u> , Leveling Type Mixture	- per ton
907-403-O: Warm Mix Asphalt, <u>(1)</u> , <u>(4)</u> , Trench Widening Type Mixture	- per ton
907-403-P: Warm Mix Asphalt, HT, <u>(3)</u> , Polymer Modified Mixture	- per ton
907-403-Q: Warm Mix Asphalt, HT, <u>(3)</u> , Polymer Modified, Leveling Mixture	- per ton

SPECIAL PROVISION NO. 907-407-1

CODE: (SP)

DATE: 02/26/2008

SUBJECT: Tack Coat

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

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

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

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

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

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

907-407-A: Asphalt for Tack Coat *

- per gallon

* Grade may be specified

SPECIAL PROVISION NO. 907-413-1

CODE: (SP)

DATE: 03/08/2006

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

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

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

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

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

907-413.03--Construction Requirements.

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

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

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

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

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

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

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

Payment will be made under:

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



Variable Depth Asphalt-Remove as necessary to expose PCC joint



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SPECIAL PROVISION NO. 907-413-2

CODE: (SP)

DATE: 05/09/2008

SUBJECT: Sawing and Sealing Transverse Joints in Asphalt Pavement

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

907-413.03--Construction Requirements.

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

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

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

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

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

SPECIAL PROVISION NO. 907-618-4

CODE: (SP)

DATE: 12/12/2006

SUBJECT: Placement of Temporary Traffic Stripe

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

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

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

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

SPECIAL PROVISION NO. 907-626-15

CODE: (IS)

DATE: 03/17/2008

SUBJECT: Thermoplastic Traffic Markings

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

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

SPECIAL PROVISION NO. 907-626-22

CODE: (SP)

DATE: 04/06/2010

SUBJECT: Double Drop Thermoplastic Markings

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

<u>**907-626.03.1.1--Equipment.</u>** After the second paragraph of Subsection 626.03.1.1 on page 444, add the following:</u>

When edge lines are placed over rumble strips, the equipment must be able to apply the markings using the atomization method instead of extrusion / ribbon method.

<u>907-626.03.1.2--Construction Details.</u> After the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445 add the following:

When edge lines are placed on rumble strips, the thickness of the edge line shall be 90 mils.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following:

When double drop thermoplastic stripe is called for in the contract, additional beads by the dropon method shall be applied as follows:

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe. Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

<u>907-626.05--Basis of Payment.</u> Add the following to the list of pay items on page 446.

907-626-A:	6" Thermoplastic Double Drop Traffic Stripe, Skip White *	- per linear foot or mile
907-626-B:	6" Thermoplastic Double Drop Traffic Stripe, Continuous White *	- per linear foot or mile
907-626-C:	6" Thermoplastic Double Drop Edge Stripe, Continuous White *	- per linear foot or mile

907-626-D:	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E:	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F:	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow, *	- per linear foot or mile
907-626-G:	Thermoplastic Double Drop Detail Stripe, Color	- per linear foot
907-626-H:	Thermoplastic Double Drop Legend, White	- per linear foot or sqauare foot

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* Thickness may be specified

SPECIAL PROVISION NO. 907-702-3

CODE: (SP)

DATE: 05/08/2012

SUBJECT: Polyphosphoric Acid (PPA) Modification of Petroleum Asphalt Cement

Section 702.05, Petroleum Asphalt Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-702.05--Petroleum Asphalt Cement.</u> Delete the third paragraph of Subsection 702.05 on page 598, and substitute the following.

The bituminous material used in all types of asphalt mixtures shall conform to AASHTO Designation: M 320, Performance Grade PG 67-22, as modified in the table below, except that Polyphosphoric Acid (PPA) may be used at low dosage rates as a modifier to enhance the physical properties of a base binder to meet the requirements for Performance Grade PG 67-22. In addition, PPA may be used as a catalyst or mixing agent at low dosage rates in the production of Polymer Modified, Performance Grade PG 76-22.

When PPA is used as a modifier, in no case shall the PPA modifier be used to adjust the physical properties of the binder a full binder grade. For example: the base binder (unmodified) is graded as a PG 64-22 and should only be modified by the addition of PPA to a modified binder grade of PG 67-22.

When petroleum asphalt cement is modified by PPA, the following dosage limits shall be applied.

Grade	Dosage Limit
PG 67-22	0.75% by weight of binder
PG 76-22	0.50% by weight of binder

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-9

DATE: 12/12/2011

SUBJECT: Aggregates

After the last paragraph on page 3, add the following:

<u>**907-703.20.3--Gradation</u>**. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following</u>

	Shell	Coarse			Medium	Fine
Square Mesh		Size I	Size II	Size III		
Sieves			Note (1)	Note (3)		
3 inch				100		
2 1/2 inch	90-100			90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch		12-65	12-65		97-100	
No. 4, Note (2)		0-30	0-30		92-100	
No. 10		0-8	0-8		80-100	100
No. 40					10-40	80-100
No. 60					0-20	30-100
No. 100						15-80
No. 200	0-5	0-4	0-4		0-5	0-30
PI Material Passing No. 40					6 or less	0

PERCENT PASSING BY WEIGHT

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

SPECIAL PROVISION NO. 907-703-9

CODE: (IS)

DATE: 11/09/2010

SUBJECT: Aggregates

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

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

907-703.04--Aggregate for Crushed Stone Courses.

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

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

<u>907-703.04.2--Fine Aggregate.</u> Delete the first sentence of the first paragraph of Subsection 703..04.2 on page 612, and substitute the following:

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

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

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

- 2 -

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

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

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

907-703.06--Aggregates for Hot Mix Asphalt.

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<u>907-703.06.1.2--Fine Aggregates</u>. Delete the last sentence of Subsection 703.06.1.2 on page 614.

- 3 -

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/25/2011

SUBJECT: Joint Materials

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

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

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

<u>907-707.02.1.5--Backer Rod for Use with Hot and Cold Poured Joint Sealer.</u> The backer rod shall be a closed-cell foam rod made from polyethylene, polyolefin or similar type material, and shall conform to ASTM Designation: D 5249 with the exception that water absorption shall be determined by ASTM Designation: C 1016, Procedure A. The backer rod shall either be a Type I, for use with either hot or cold poured joint sealers, or a Type 3, for use with cold poured joint sealers only. Open-cell foam rods or open-cell foam rods covered with an impermeable sheath or skin shall not be allowed.

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

SPECIAL PROVISION NO. 907-710-1

CODE: (SP)

DATE: 06/24/10

SUBJECT: Fast Dry Solvent Traffic Paint

Section 710, Paint, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows:

After Subsection 710.05 on Page 661, add the following:

<u>907-710.06--Fast Dry Solvent Traffic Paint.</u> Fast dry solvent traffic paints intended for use under this specification shall include products that are single packaged and ready mixed. Upon curing, these materials shall produce an adherent, reflective pavement marking capable of resisting deformation by traffic. The manufacturer shall have the option of formulating the material according to their own specifications. However, the requirements delineated in this specification, Section 619 and Section 710 shall apply regardless of the formulation used. The material shall be free from all skins, dirt and foreign objects.

907-710.06.1--Composition.

<u>907-710.06.1.1--Percent Pigment.</u> The percent pigment by weight shall be not less than 51% nor more than 58% when tested in accordance with ASTM D 3723.

<u>907-710.06.1.2--Viscosity.</u> The consistency of the paint shall be not less than 75 nor more than 95 Krebs Units (KU) when tested in accordance with ASTM D 562.

<u>907-710.06.1.3--Weight per Gallon</u>. The paint shall weigh a minimum 11.8 pounds per gallon and the weight of the production batches shall not vary more than +/- 0.5 pounds per gallon from the weight of the qualification samples when tested in accordance with ASTM D 1475.

<u>907-710.06.1.4--Total Solids.</u> The percent of total solids shall not be less than 70% by weight when tested in accordance with ASTM D 2369.

<u>907-710.06.1.5--Dry Time (No pick-up).</u> The paint shall dry to a no tracking condition in a maximum of 10 minutes.

<u>907-710.06.1.6--Volatile Organic Content.</u> The volatile organic content (VOC) shall contain a maximum of 1.25 pounds of volatile organic matter per gallon of total non-volatile paint material when tested in accordance with ASTM D 3960.

<u>907-710.06.1.7--Bleeding.</u> The paint shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specification TT-P-115D.

<u>907-710.06.1.8--Color.</u> The initial daytime chromaticity for yellow materials shall fall within the box created by the following coordinates:

- 2 -

Initial Daytime Chromaticity Coordinates (Corner 1 onits)						
_		1	2	3	4	
	Х	0.53	0.51	0.455	0.472	
	у	0.456	0.485	0.444	0.4	

Initial Daytime Chromaticity Coordinates (Corner Points)

The initial daytime chromaticity of white materials shall fall within the box created by the following coordinates:

	1	2	3	4
X	0.355	0.305	0.285	0.355
у	0.355	0.305	0.325	0.375

Initial Daytime Chromaticity Coordinates (Corner Points)

<u>907-710.06.2--Environmental Requirements.</u> All yellow materials using lead chromate pigments shall meet the criteria of non-hazardous waste as defined by 40 CFR 261.24 when tested in accordance with EPA Test Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). The striping and marking material, upon preparation and installation, shall not exude fumes which are toxic, or detrimental to persons or property. All material using lead free pigments shall NOT contain either lead or other Resource Conservation and Recovery Act (RCCA) materials in excess of the standard defined by EPA Method 3050 and 6010.

<u>907-710.06.3--Acceptance Procedures.</u> Acceptance of all fast dry solvent based traffics paint will be based on the Manufacturer's Certification and Certified Test Results. The Contractor shall furnish the Engineer with three copies of the manufacturer's certification stating that each lot of material in a shipment complies with the requirements of this contract. In addition, the Contractor shall provide Certified Test Reports for all tests required by this specification. The test results shall be representative of the material contained with the shipment.

SPECIAL PROVISION NO. 907-720-1

CODE: (IS)

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.

SECTION 905 - PROPOSAL

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

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

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

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

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

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

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

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

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

Date _____

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

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

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

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

The following is my (our) itemized proposal.

Section 905 Proposal (Sheet 2 - 1)

Mill and Overlay approximately 11 miles of US 80 from the 4-lane to Lauderdale County Line, known as Federal Aid Project No. STP-0472-00(011) / 106374301 in Newton County.

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

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

Line	Item Code			Description	Unit Pric	ce	Item Amo	ount	
No.		Code				Dollar	Ct	Dollar	Ct
					Roadway Items				
0010	202-B004		50	Square Yard	Removal of Asphalt Paved Shoulders, All Depths				
0020	202-B018		140	Square Yard	Removal of Concrete Driveways, All Depths				
0030	202-B025		123	Square Yard	Removal of Concrete Paved Ditch				
0040	202-B076		3,168	Linear Feet	Removal of Traffic Stripe				
0050	202-B097		865	Square Yard	Removal of Concrete Overlayed w/ Asphalt Pavement, All Depths				
0060	202-B134		1,125	Linear Feet	Removal of Guard Rail, Including Rails & Posts				
0070	203-G004	(E)	750	Cubic Yard	Excess Excavation, LVM, AH				
0080	305-B001	(GY)	250	Cubic Yard	Size I Stabilizer Aggregate, Coarse				

Section 905	
Proposal (Sheet 2 - 2)	

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amoun	ıt
0090	406-A001		51,100	Square Yard	Cold Milling of Bituminous Pavement, All Depths				
0100	423-A001		19	Mile	Rumble Strips, Ground In				
0110	503-B001		2,640	Linear Feet	Saw Cut, Longitudinal Joints				
0120	503-C007		1,400	Linear Feet	Saw Cut, Full Depth				
0130	606-B005		325	Linear Feet	Guard Rail, Class A, Type 1, 'W' Beam				
0140	606-D004		2	Each	Guard Rail, Bridge End Section, Type E				
0150	606-E003		24	Each	Guard Rail, Terminal End Section, Non-Flared				
0160	618-A001		1	Lump Sum	Maintenance of Traffic	xxxxxxxx	XXX		
0170	619-A1002		39	Mile	Temporary Traffic Stripe, Continuous White				
0180	619-A2002		22	Mile	Temporary Traffic Stripe, Continuous Yellow				
0190	619-A4006		14	Mile	Temporary Traffic Stripe, Skip Yellow				
0200	619-A5001		14,248	Linear Feet	Temporary Traffic Stripe, Detail				

Section 905
Proposal (Sheet 2 - 3)

STP-0472-00(011) / 106374301
Newton County

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amoun	t
0210	619-A6001		5,800	Linear Feet	Temporary Traffic Stripe, Legend				
0220	619-D1001		861	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet				
0230	619-D2001		362	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More				
0240	619-G4005		24	Linear Feet	Barricades, Type III, Double Faced				
0250	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0260	627-J001		656	Each	Two-Way Clear Reflective High Performance Raised Markers				
0270	627-L001		938	Each	Two-Way Yellow Reflective High Performance Raised Markers				
0280	630-F001		113	Each	Delineators, Guard Rail, White				
0290	907-304-A010	(GY)	500	Cubic Yard	Granular Material, LVM, Class 5, Group E				
0300	907-407-A001	(A2)	19,000	Gallon	Asphalt for Tack Coat				
0310	907-413-D001		43,740	Linear Feet	Cleaning and Filling Joints in PCC Pavement				
0320	907-413-E001		56,338	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement				

Section 905
Proposal (Sheet 2 - 4)

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	•	Bid Amour	nt
0330	907-626-C006		20	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White, 90 mil min				
0340	907-626-D006		7	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow				
0350	907-626-E006		11	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow				
0360	907-626-G006		5,050	Linear Feet	Thermoplastic Double Drop Detail Stripe, White				
0370	907-626-G007		2,074	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow				
0380	907-626-H009		2,900	Linear Feet	Thermoplastic Double Drop Legend, White				T
					ALTERNATE GROUP AA NUMBER 1				
0390	907-403-A006	(BA1)	19,600	Ton	Hot Mix Asphalt, MT, 12.5-mm mixture				
					ALTERNATE GROUP AA NUMBER 2		1		
0400	907-403-M002	(BA1)	19,600	Ton	Warm Mix Asphalt, MT, 12.5-mm mixture				
					ALTERNATE GROUP BB NUMBER 1		I		
0410	907-403-A007	(BA1)	450	Ton	Hot Mix Asphalt, MT, 19-mm mixture				
					ALTERNATE GROUP BB NUMBER 2		1	1	
0420	907-403-M007	(BA1)	450	Ton	Warm Mix Asphalt, MT, 19-mm mixture				T
					ALTERNATE GROUP CC NUMBER 1		I	<u> </u>	

Proposa	I (Sheet 2 - 5)							Newton Co	ounty
Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amoun	nt
0430	907-403-C003	(BA1)) 10,600 Ton		Hot Mix Asphalt, MT, 19-mm mixture, Trench Widening				
ALTERNATE GROUP CC NUMBER 2									
0440	907-403-0003	(BA1)	10,600	Ton	Warm Mix Asphalt, MT, 19-mm mixture, Trench Widening				

Section 905 Proposal (Sheet 2 - 5) Section 905 Proposal (Sheet 2 - 6)

*** BID CERTIFICATION ***

TOTAL BID......

*** DBE/WBE SECTION ***

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

- 1. I/We agree that no less than ______ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE)______ Small Business (WBE)_____

3. A joint venture with a Small Business (DBE/WBE):

*** SIGNATURE STATEMENT ***

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

BIDDER'S SIGNATURE

BIDDER'S COMPANY

BIDDER'S FEDERAL TAX ID NUMBER

(Date Printed 05/25/12)

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

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

SIGNED _____

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Page 1 of 2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION (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 perjur	y under the laws of the United States and the State of Mississippi that
	, Bidder
	(Name of Firm, Partnership, or Corporation)
on Project No.	STP-0472-00(011) / 106374301 ,
in <u>Newton</u>	County(ies), Mississippi, has not either
	ctly entered into any agreement, participated in any collusion; or otherwise taken any action e competitive bidding in connection with this contract; nor have any of its corporate officers ers.

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:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

<u>Note:</u> 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.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

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

Executed on _____

Signature

Page 1 of 2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION (Execute in duplicate)

I,	_,
(Name of person signing certific	cation)
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	e of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Cor	poration)
on Project No. STP-0472-00(011) / 106374301	,
in <u>Newton</u>	_ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

<u>Note:</u> 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.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

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

Executed on _____

Signature

SECTION 902

CONTRACT FOR **STP-0472-00(011) / 106374301**

LOCATED IN THE COUNTY(IES) OF Newton

STATE OF MISSISSIPPI,

COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures this the _____ day of _____, ____.

Contractor (s) By Title Signed and sealed in the presence of: (names and addresses of witnesses)					N	 MISSISSIPPI TRANSPORTATION COMMISSION By Executive Director 	
					Ву		
						Secretary to the Commission	
Award		-			-	Commission in session on the day o	
			,	, Minu	te Book No	, Page No	
Revised	8/06/2003						

SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: <u>STP-</u>	0472-00(011) / 106374301
LOCATED IN THE COUNTY(IES) (DF: <u>Newton</u>
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that w	
	(Contractor)
	Principal, a
residing at	in the State of
and	
-	in the State of,
	of Mississippi, under the laws thereof, as surety, are held and firmly bound
unto the State of Mississippi in the sur	n of
(\$) Dollars, lawful money of the United States of America, to be paid
	ily to be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by these r	-
Signed and sealed the	is the day of A.D
The conditions of this bond are such, t	hat whereas the said
principal, has (have) entered into a co	ontract with the Mississippi Transportation Commission, bearing the date of
day of	A.D hereto annexed, for the construction of certain projects(s)
in the State of Mississippi as mentio	ned in said contract in accordance with the Contract Documents therefor, on
file in the offices of the Mississippi De	epartment of Transportation, Jackson, Mississippi.
	in all things shall stand to and abide by and well and truly observe,
	the terms, covenants, conditions, guarantees and agreements in said contract, pserved, done, kept and performed and each of them, at the time and in the

contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in

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
у	By By(Signature) Attorney in Fact
	(Signature) Attorney in Fact
	Address
Title	
(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	(Surey Sear)
	Mississippi Insurance ID Number



· · · · · · · · · · · · · · · · · · ·		
	Contractor	
—	Address	
—	City, State ZIP	
as Principal, hereinafter called the Principal, and		
as rimeipai, neremater caned are rimeipai, and	Surety	
a corporation duly organized under the laws of the state of	of	
as Surety, hereinafter called the Surety, are held and firm	nly bound unto <u>State of Mississippi, Jack</u>	kson, Mississippi
As Obligee, hereinafter called Obligee, in the sum of Fin	ve Per Cent (5%) of Amount Bid	
	Dollars (\$)
for the payment of which sum will and truly to be m executors, administrators, successors and assigns, jointly		ind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for Mill a Lauderdale County Line, known as Federal Aid Projet		
NOW THEREFORE, the condition of this obligation is said Principal will, within the time required, enter into performance of the terms and conditions of the contract	a formal contract and give a good and suff	icient bond to secure the
will pay unto the Obligee the difference in money betw which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun Signed and sealed this day of	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof.	cipal and the amount for
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof.	cipal and the amount for excess of the former, but
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun Signed and sealed this day of	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof. , 20 (Principal)	cipal and the amount for excess of the former, but (Seal)
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun	veen the amount of the bid of the said Princ o perform the work if the latter amount be in n hereof.	cipal and the amount for excess of the former, but
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun Signed and sealed this day of	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof. , 20 (Principal)	cipal and the amount for excess of the former, but (Seal)
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun Signed and sealed this day of	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof. 	cipal and the amount for excess of the former, but (Seal) (Title) (Seal)
which the Obligee legally contracts with another party to in no event shall liability hereunder exceed the penal sun Signed and sealed this day of	veen the amount of the bid of the said Princ perform the work if the latter amount be in n hereof. 	cipal and the amount for excess of the former, but (Seal) (Title) (Seal)

Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION OFFICE OF CIVIL RIGHTS JACKSON, MISSISSIPPI LIST OF FIRMS SUBMITTING QUOTES

OCR-485

REV. 3/08

I/we received quotes from the following firms on Project No: **STP-0472-00(011) / 106374301** County: **Newton**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name:		
Contact Name/Title:		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
Contact Name/Title:		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
~		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
Contact Name/Title:		
Phone Number:		
-	DBE Firm	Non-DBE Firm
		SUBMITTED BY (Signature)

FIRM NAME

Submit this form to **Contract Administration as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.