| MDOT Use Only |
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SM No. CMP5021500171

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF

# (STATE DELEGATED)

8

Mill & Overlay approximately one mile of SR 21 from SR 16 to Philadelphia City Limits, known as State Project No. MP-5021-50(017) / 304547301 in Neshoba County.

Project Completion: May 23, 2013

# 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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- 907-109-5: Measurement and Payment, <u>w/Supplement</u>
- 907-304-13: Granular Courses
- 907-401-2: Hot Mix Asphalt (HMA), <u>w/Supplement</u>
- 907-401-6: Warm Mix Asphalt (WMA)
- 907-403-4: Hot Mix Asphalt (HMA), w/Supplement
- 907-403-12: Warm Mix Asphalt (WMA)
- 907-407-1: Tack Coat
- 907-618-1: Additional Signing Requirements
- 907-618-4: Placement of Temporary Traffic Stripe
- 907-626-22: Double Drop Thermoplastic Markings
- 907-702-3: Polyphosphoric Acid (PPA) Modification of Petroleum Asphalt Cement
- 907-703-10: Aggregates
- 907-710-1: Fast Dry Solvent Traffic Paint
- 907-720-1: Pavement Marking Material

### Page 2 - PROJECT: MP-5021-50(017) / 304547301 – Neshoba County

SECTION 905 - PROPOSAL, PROPOSAL BID ITEMS COMBINATION BID PROPOSAL STATE BOARD OF CONTRACTORS REQUIREMENTS STATE CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION SECTION 902- CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS

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

#### **SECTION 901 - ADVERTISEMENT**

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until <u>10:00 o'clock A.M.</u>, <u>Tuesday, October 23, 2012</u>, and shortly thereafter publicly opened on the Sixth Floor for:

Mill and Overlay approximately one mile of SR 21 from SR 16 to Philadelphia City Limits, known as State Project No. MP-5021-50(017) / 304547301 in Neshoba County.

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

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

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

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at <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.

#### 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. 1405

CODE: (IS)

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

or

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

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

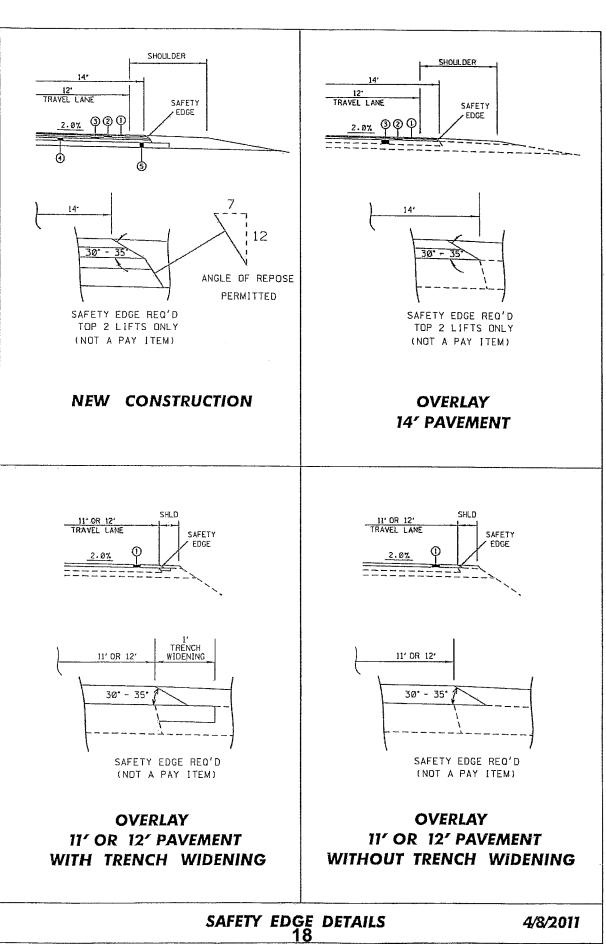
#### SECTION 904 - NOTICE TO BIDDERS NO. 3585

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 <sup>3</sup>/<sub>4</sub>-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of <sup>3</sup>/<sub>4</sub>-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. 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 15<sup>th</sup> of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will 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. 3980

CODE: (SP)

DATE: 07/25/2012

#### **SUBJECT:** Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the <u>www.gomdot.com</u> current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on Monday prior to the letting on Tuesday. Answers to questions will be posted by 6:00 p.m. on Monday prior to the letting on Tuesday. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project.

#### SECTION 904 - NOTICE TO BIDDERS NO. 4090

CODE: (SP)

DATE: 09/04/2012

**SUBJECT:** Contract Time

#### **PROJECT:** MP-5021-50(017) / 304547301 – Neshoba County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>May 23, 2013</u> which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than <u>November 13, 2012</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>March 14, 2013</u>.

Should the Contractor request a Notice to Proceed earlier than <u>March 14, 2013</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 108.03 will not be required for this contract.

#### SECTION 904 - NOTICE TO BIDDERS NO. 4092

CODE: (SP)

DATE: 09/05/2012

**SUBJECT: Lane Closure Restrictions** 

#### PROJECT: MP-5021-50(017) / 304547301 -- Neshoba County

Bidders are hereby advised that lane closure restrictions on the above captioned project shall be as follows:

<u>Monday through Friday:</u> -- Lane closures will **NOT** be allowed between the hours of 7:00 AM and 8:30 AM, or between the hours of 2:30 PM and 4:00 PM anywhere within the project limits.

<u>Weekends</u> -- Lane closures shall be allowed on Saturday. No work is to be allowed on Sunday.

No exceptions to the above requirements will be allowed unless specifically approved by the Project Engineer.

No lane closures will be permitted on the following holidays or the day preceding them: New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. In the event that one the above mentioned holidays falls during the weekend or on a Monday, no lane closures will be allowed during that weekend or the Friday immediately preceding that holiday.

If the lane closure restriction listed above is violated, no excuses will be accepted by the Department and the Contractor will be charged a fee of \$500.00 for each full or partial five minute period until the roadway is back in compliance with the lane closure restriction requirement.

For the purposes of this contract, official time shall be the announced time available at the Jackson area telephone number (601) 355-9311.

#### **SECTION 904 – NOTICE TO BIDDERS NO. 4093**

CODE: (SP)

DATE: 09/04/2012

**SUBJECT:** Scope of Work

#### **PROJECT:** MP-5021-50(017) / 304547301 - Neshoba County

The contract documents do not include an official set of 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 inlay approximately 1.3 miles of existing asphalt pavement on SR 21 within the City of Philadelphia from the intersection of SR 21 (Pecan Avenue) and SR 16 (West Beacon Street) northerly to the Philadelphia City Limits. The work shall be completed as shown on the included typical sections and details.

The existing pavement consists of  $5'' - 7\frac{1}{4}''$  asphalt pavement over 6'' granular material (Class 5 Group E).

Prior to beginning milling and overlay operations, any failed areas in the existing pavement shall be removed to a depth directed by the Engineer and backfilled with 12.5-mm, HMA/WMA, ST, LEVELING. All existing asphalt pavement removed shall be paid as REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS. Removal of any granular base or sub-base shall be paid as REMOVAL OF BASE.

Milling and paving operations shall be performed such that a -2% slope from centerline is provided in normal crown roadway sections or as directed by the Engineer. Milling operations shall be limited to the areas between curb lines, existing edge of pavement or the end of curb radius on intersecting side roads.

The Contractor shall coordinate his activities to insure that milled surfaces are repaved within two (2) calendar days from the time they are milled. Any damage to the roadway that occurs as a result of the Contractor's failure to overlay the milled surface within the specified time shall be repaired at the Contractor's expense. The maximum time allowed for traffic to run on the milled surface shall be two (2) calendar days.

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

Fifty percent (50%) of the asphalt milling will become property of the Mississippi Department of Transportation (MDOT). Milling will be delivered to the MDOT's milling stockpile located across from the MDOT Maintenance Building at 1115 Hwy 15 Bypass, Philadelphia, MS. The haul of the milled material shall be coordinated with the Project Engineer prior to delivery to insure MDOT Maintenance personnel are available to stockpile the material.

Existing asphalt driveway connections shall be removed and replaced with new asphalt connections. Removal of asphalt driveways will be paid under 202-B005 – Removal of Asphalt Pavement, All Depths.

Removal of and replacement of existing bituminous curb will be required in the areas shown on the included table and as directed by the Engineer.

It is expected that existing traffic signal loops at Beacon Street/Pecan Avenue and Beacon Street/Myrtle Street will be damaged during the milling process and will require replacement; quantities have been included for this replacement. Should the loops remain functional after the overlay, replacement will not be required.

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

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

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

Raised pavement markers (RPM) shall be installed on the centerline of SR 21. No RPM's are to be installed on local roads.

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

All permanent striping will be Double Drop Thermoplastic. The width of the permanent stripe will be six inches (6").

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

All traffic control devices shall meet current MDOT and MUTCD requirements.

The Contractor shall on a daily basis remove all debris within the roadway right-of-way which, in the opinion of the Engineer, is a hazard to the travelling public. This activity shall begin with the beginning of work or the beginning of contract time, whichever comes first. No direct payment will be made for the debris removal and the cost is to be included in the prices of items bid. Failure of the Contractor to remove 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 Notice-To-Bidders No. 3, Final Clean-Up, final project clean-up is required and will be completed prior to the scheduling of the final inspection.

- 3 -

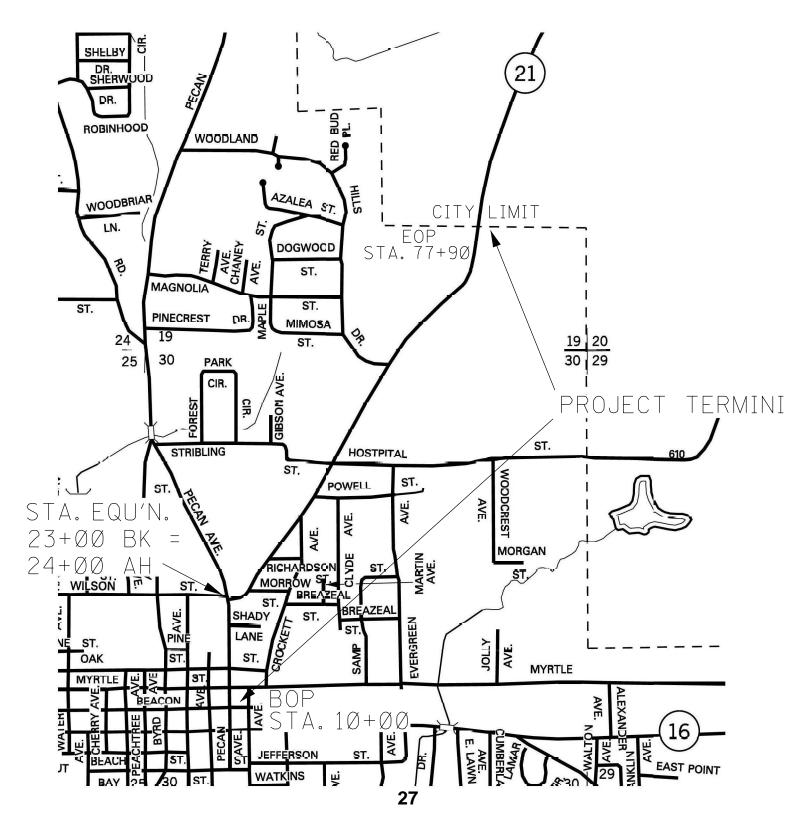
There are no known conflicts with existing utilities, roadways or drainage. If conflicts are found during the construction, the Contractor shall coordinate as needed with the City of Philadelphia and Philadelphia Utilities for utility, roadway and drainage adjustments.

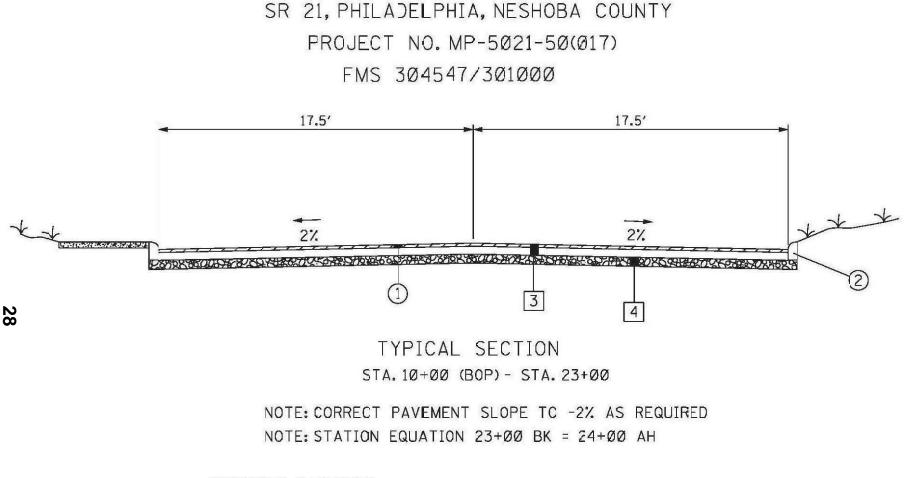
It shall be the responsibility of the Contractor to protect existing structures such as pipes, aprons, signs, utilities, etc. from damage occurring during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment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

New curb shall be painted as per the detail in the project plans and only in those locations where the existing curb is painted. Tack shall be applied beneath all new curb and this cost is to be absorbed.



SR 21, PHILADELPHIA, NESHOBA COUNTY PROJECT NO. MP-5021-50(017) FMS 304547/301000





#### PROPOSED PAVEMENT

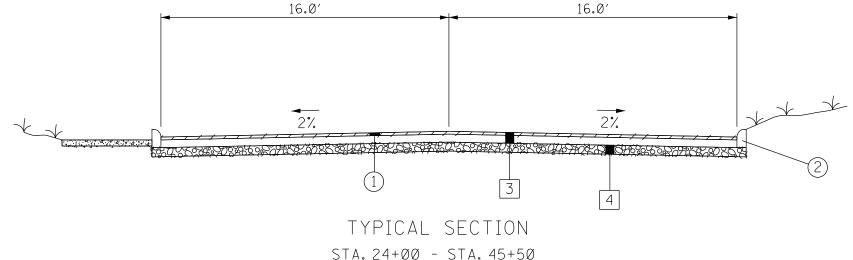
- (1) 2" COLD MILLING BITUMINOUS PAVEMENT, 2" HMA/WMA INLAY 12.5 mm ST
- (2) EXISTING ASPHALT CURB, REMOVE & REPLACE AS DIRECTED

#### EXISTING PAVEMENT

- 3 5" TO 7 1/4" ASPHALT PAVEMENT
- 4 6" GRANULAR MATERIAL

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SR 21, PHILADELPHIA, NESHOBA COUNTY PROJECT NO. MP-5021-50(017) FMS 304547/301000



NOTE: CORRECT PAVEMENT SLOPE TO -2% AS REQUIRED NOTE: STATION EQUATION 23+00 BK = 24+00 AH

#### PROPOSED PAVEMENT

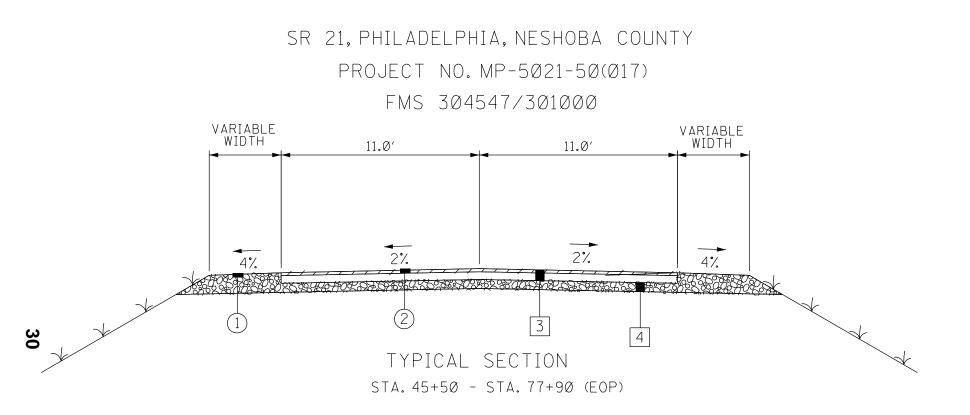
- (1) 2" COLD MILLING BITUMINOUS PAVEMENT, 2" HMA/WMA INLAY 12.5 mm ST
- (2)EXISTING ASPHALT CURB, REMOVE & REPLACE AS DIRECTED

#### EXISTING PAVEMENT

- 3 5" TO 7 1/4" ASPHALT PAVEMENT
- 6" GRANULAR MATERIAL 4

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NOTE: CORRECT PAVEMENT SLOPE TO -2% AS REQUIRED

#### PROPOSED PAVEMENT

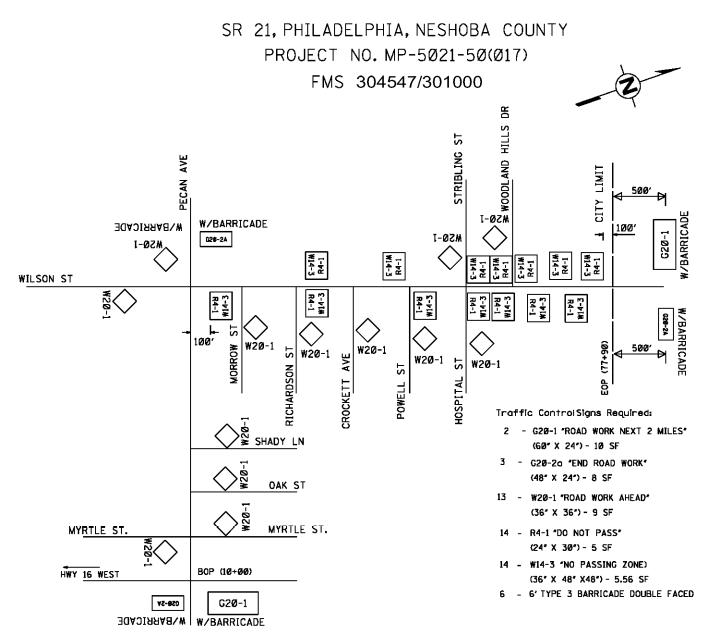
- (1) VARIABLE DEPTH CLASS 5 GROUP E GRANULAR MATERIAL
- (2) 2" COLD MILLING BITUMINOUS PAVEMENT 2" HMA/WMA INLAY 12.5mm ST

#### EXISTING PAVEMENT

- 3 5" TO 7 1/4" ASPHALT PAVEMENT
- 4 6" GRANULAR MATERIAL

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NOTES: G2Ø-1 SIGNS AND ONE W2Ø-1 SIGN MOUNTED ON 6' TYPE III DOUBLE FACED BARRICADE. ALL OTHER SIGNS MOUNTED ON U-CHANNEL POSTS. ONE (1) W2Ø-1 "ROAD WORK AHEAD" SIGN IS REQUIRED AT EACH LOCAL ROAD, STREET OR HIGHWAY ENTERING THE PROJECT.

NO HOLES WILL BE MADE IN PAVED SURFACES FOR SIGN PLACEMENT. SIGNS PLACED ON PAVED SURFACES WILL BE MOUNTED ON MOVEABLE DEVICES TO THE SATISFACTION OF THE ENGINEER.

WARNING SIGNS SHALL BE PLACED A MINIMUM OF 100 FEET IN ADVANCE OF THE PROJECT LIMITS OR ROADWAY INTERSECTIONS EXCEPT AS SHOWN.

MDOT OR MUTCD SIGNAGE COMPLIANCE REQUIRED. LOCATIONS TO BE FIELD **AD1**USTED AS REQUIRED. R4-1 & W14-3 APPROXIMATE SPACING = 750'

# 202-B001

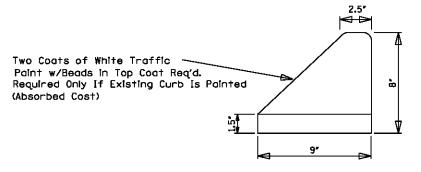
| REMOVE AND REPLACE ASPHAL | CURB |
|---------------------------|------|
|---------------------------|------|

| STATION       | RT OR LT | LF  |
|---------------|----------|-----|
| 14+34 - 14+40 | RT       | 6   |
| 14+63 - 15+05 | RT       | 42  |
| 17+65 - 17+76 | RT       | 11  |
| 18+35 - 18+41 | RT       | 6   |
| 21+19 - 21+29 | RT       | 10  |
| 28+59 - 28+66 | RT       | 7   |
| 28+24 - 28+37 | RT       | 13  |
| 31+33 - 32+68 | LT       | 135 |
| 33+33 - 33+38 | LT       | 5   |
| 36+78 - 38+30 | LT       | 152 |
| 39+35 - 39+89 | LT       | 54  |
| 41+00 - 41+20 | LT       | 20  |
| 41+70 - 41+90 | LT       | 20  |
| 42+50 - 43+00 | LT       | 50  |
| 43+84 - 44+35 | LT       | 51  |
| TOTAL (LF)    |          | 588 |

# SR 21, PHILADELPHIA, NESHOBA COUNTY PROJECT NO. MP-5021-50(017) FMS 304547/301000

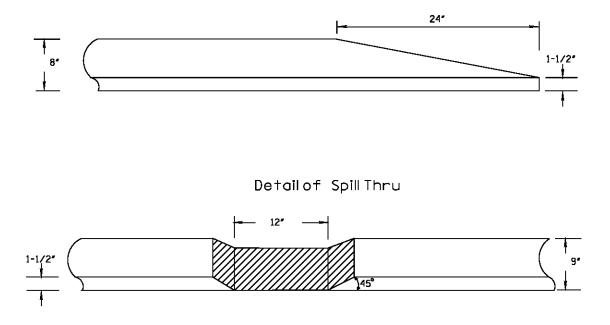
- 10 -

Detail of Bituminous Curb



NOTE: ASPHALT TACK BENEATH CURB IS ABSORBED COST



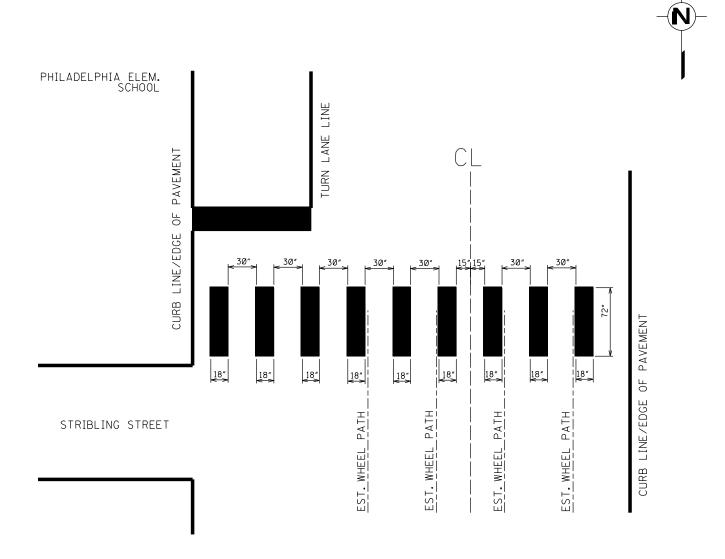


SR 21, PHILADELPHIA, NESHOBA COUNTY

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PROJECT NO. MP-5021-50(017)

# FMS 304547/301000



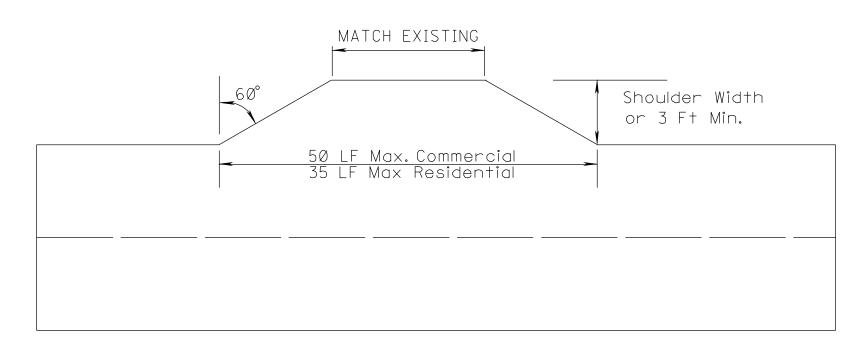
CROSS-WALK TYPICAL SECTION

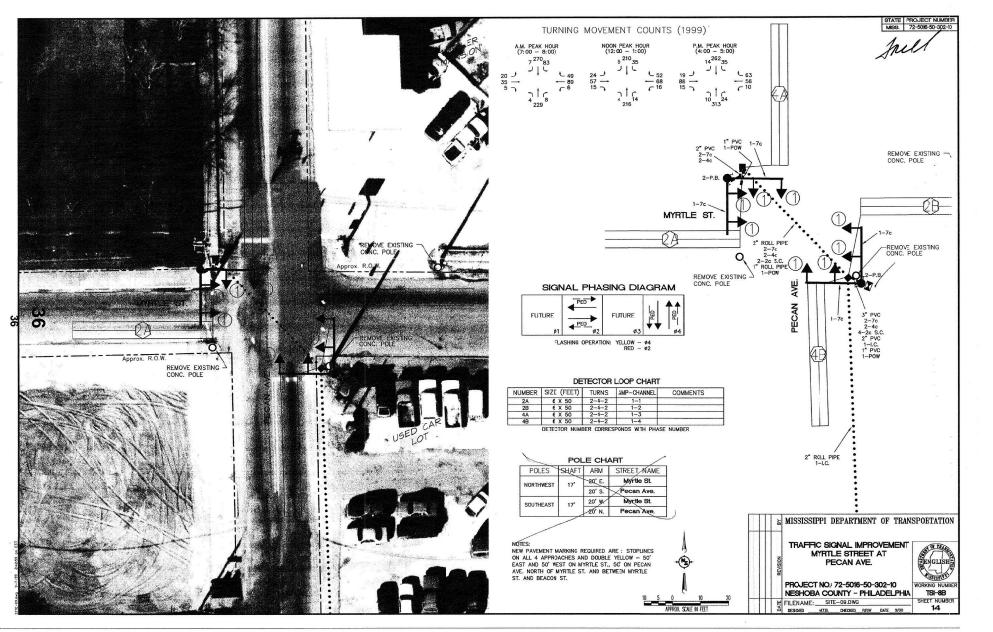
NOTE: CROSS-WALK LAYOUT TO BE MEASURED FROM CL ROADWAY PAYMENT MADE BY PAY ITEMS 619-A6003 AND 907-626-H009.

# SR 21, PHILADELPHIA, NESHOBA COUNTY PROJECT NO. MP-5021-50(017) FMS 304547/301000



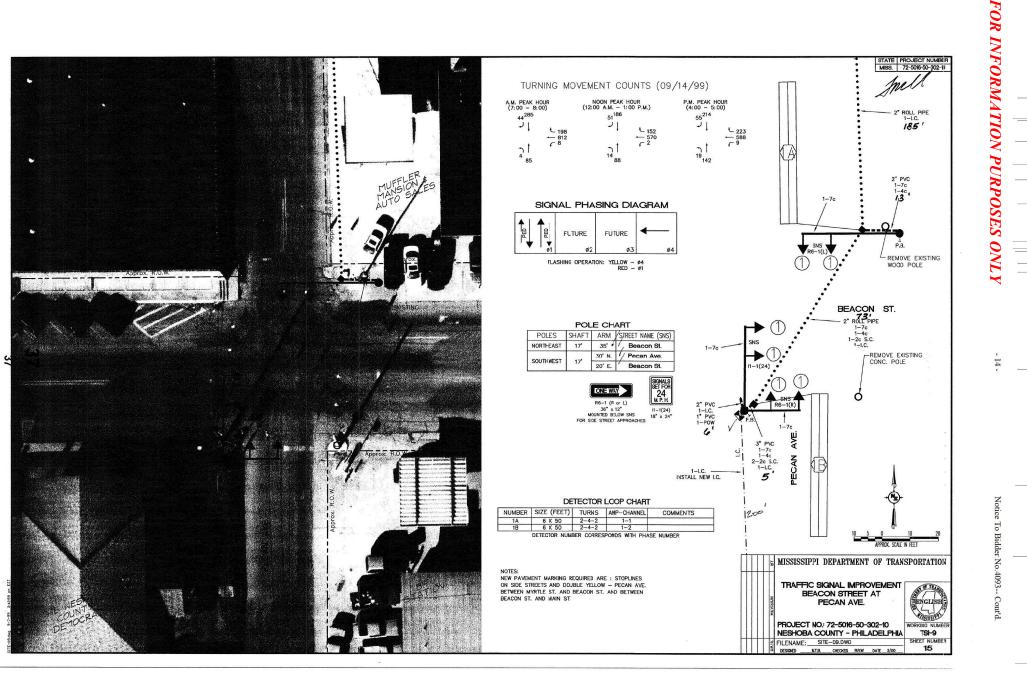
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FOR INFORMATION PURPOSES ONLY

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## **SECTION 904 – NOTICE TO BIDDERS NO. 4100**

CODE: (SP)

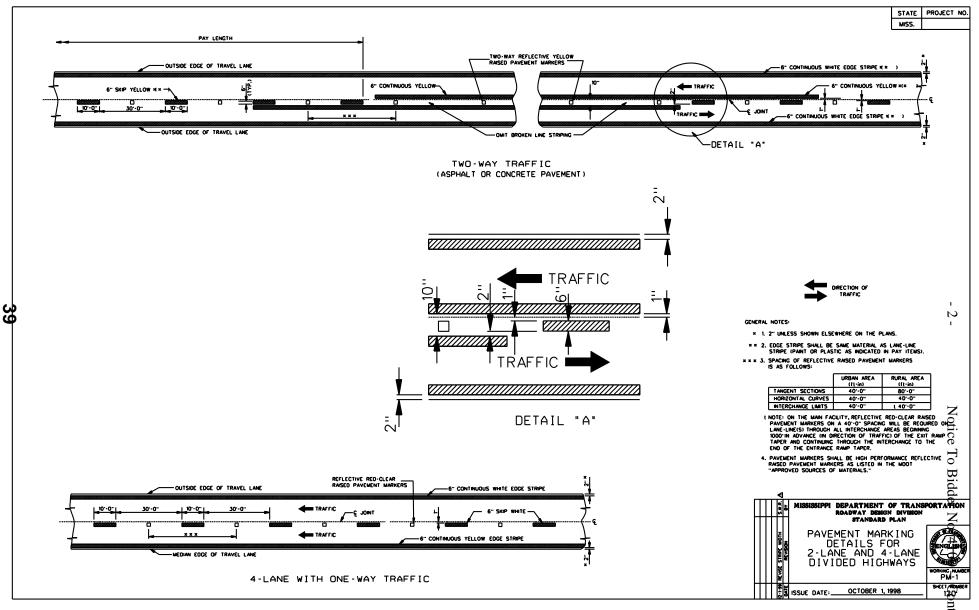
DATE: 09/05/2012

#### **SUBJECT:** Standard Drawings

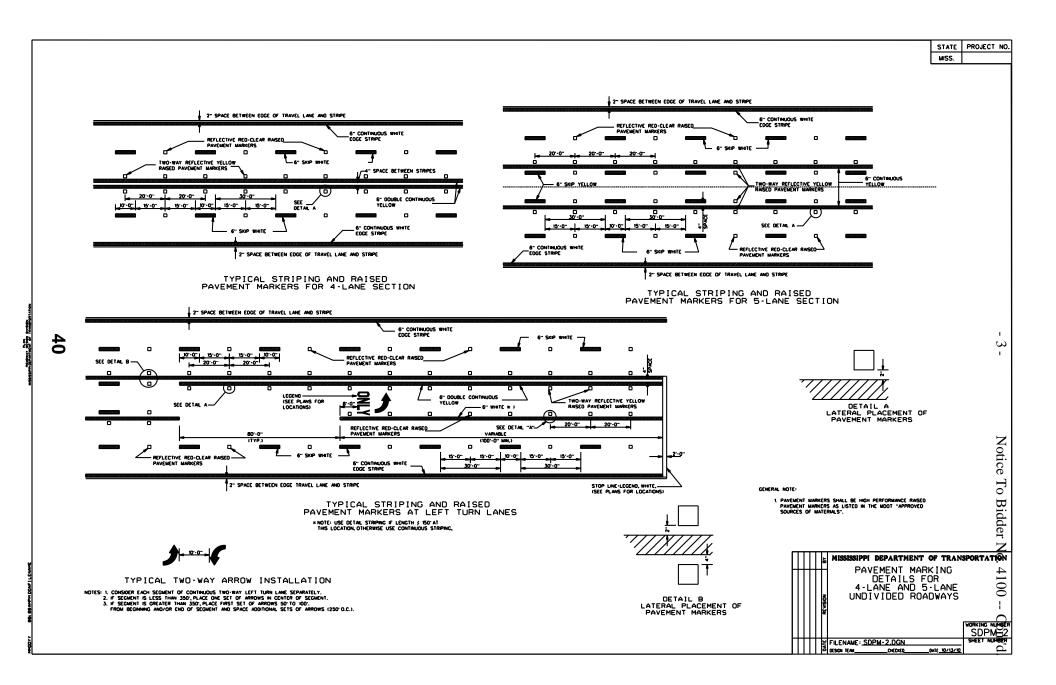
Standard Drawings attached hereto shall govern appropriate items of required work.

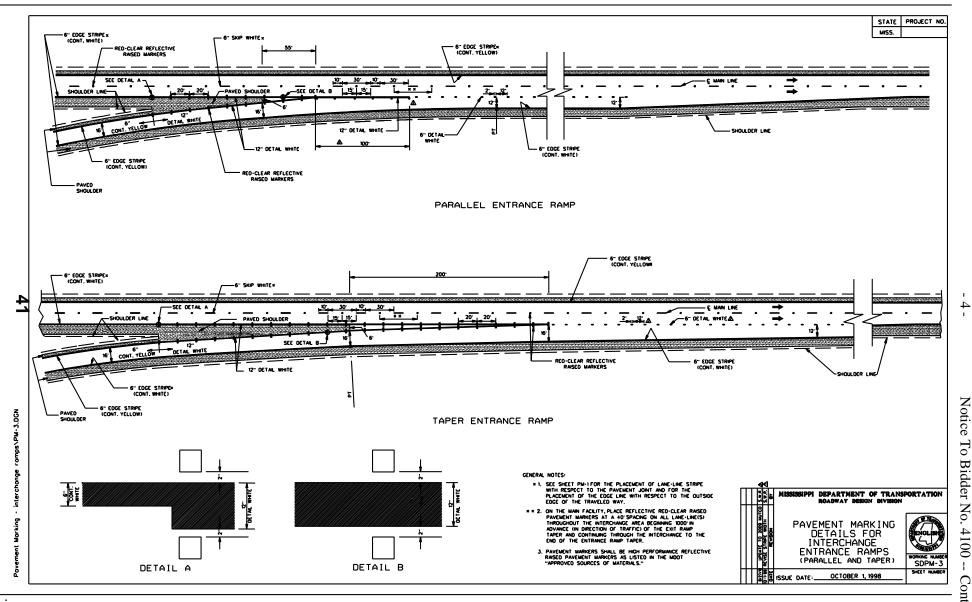
Larger copies of Standard Drawings may be purchased from:

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>

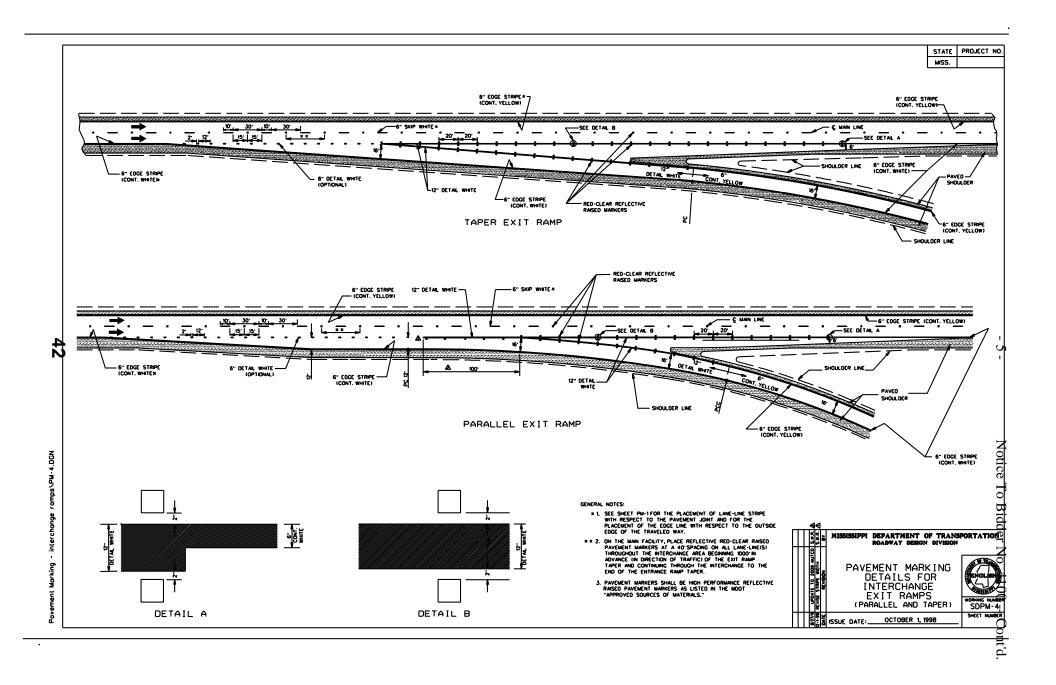


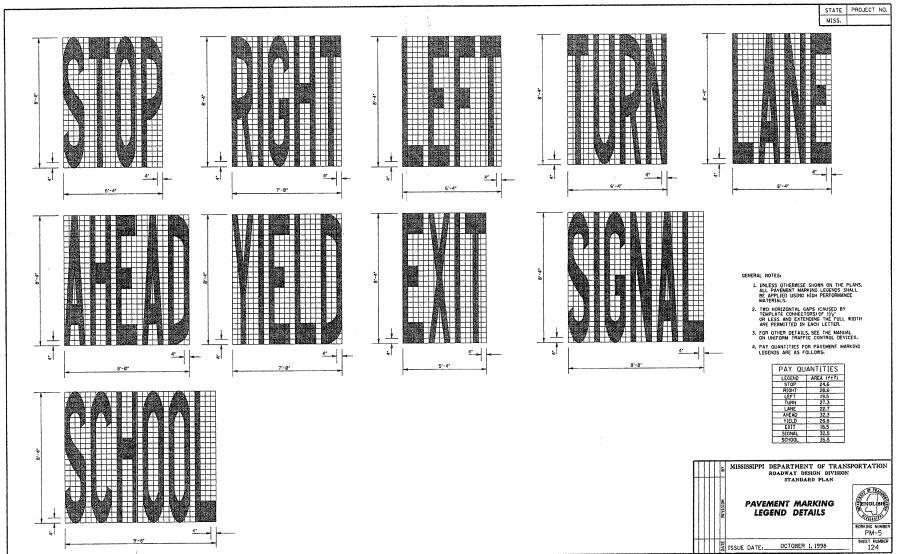
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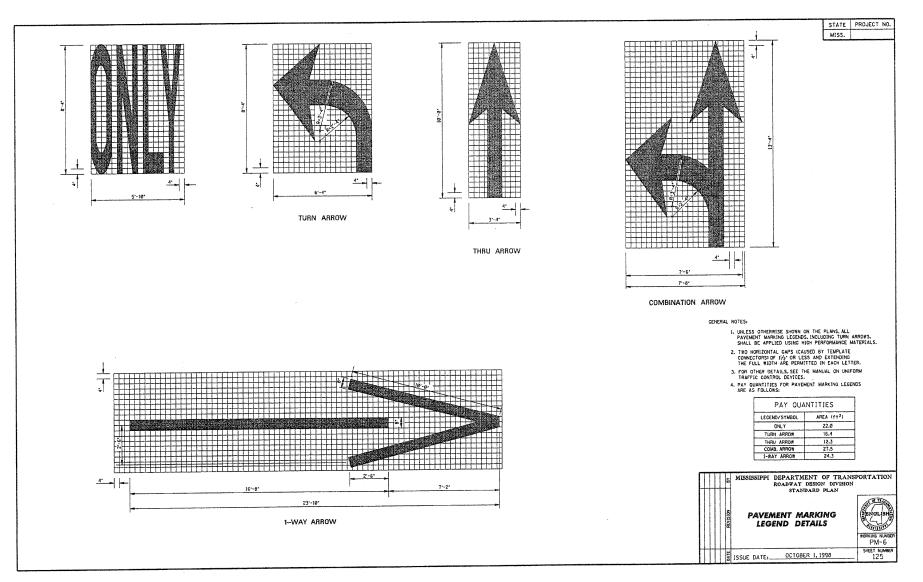
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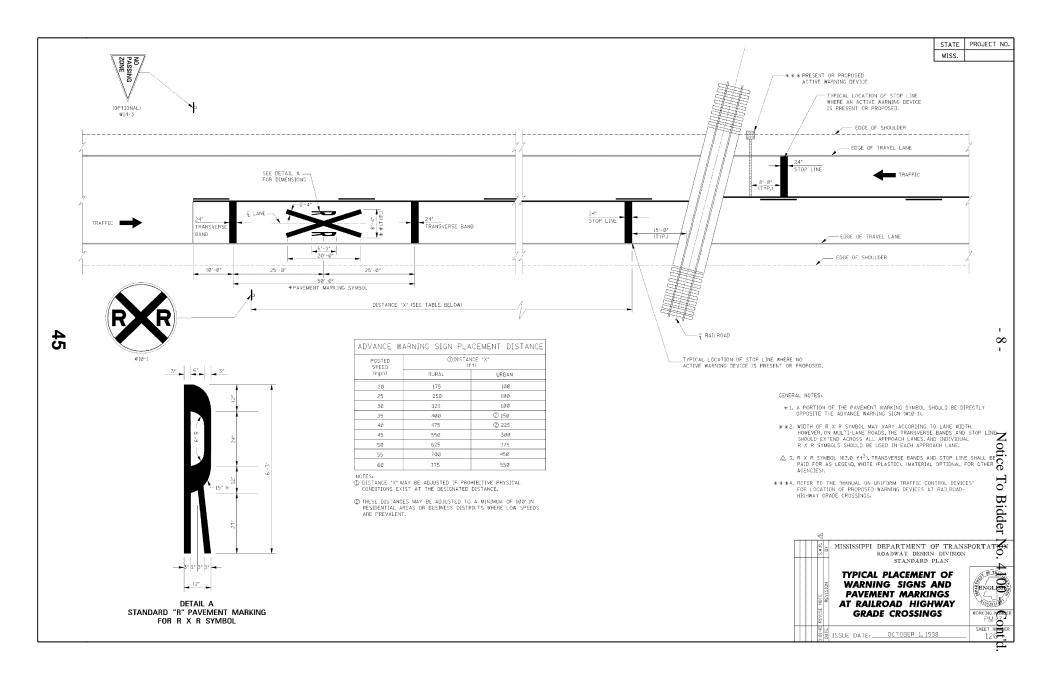


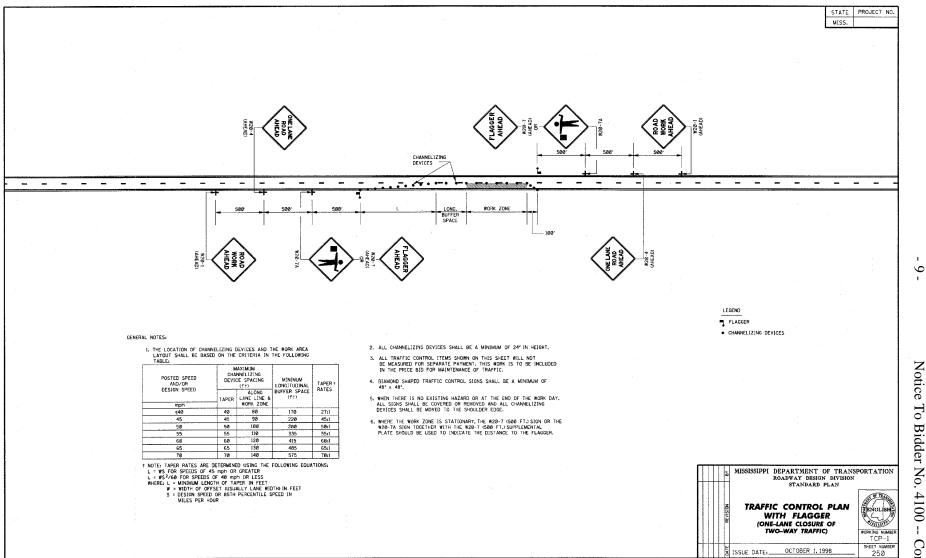
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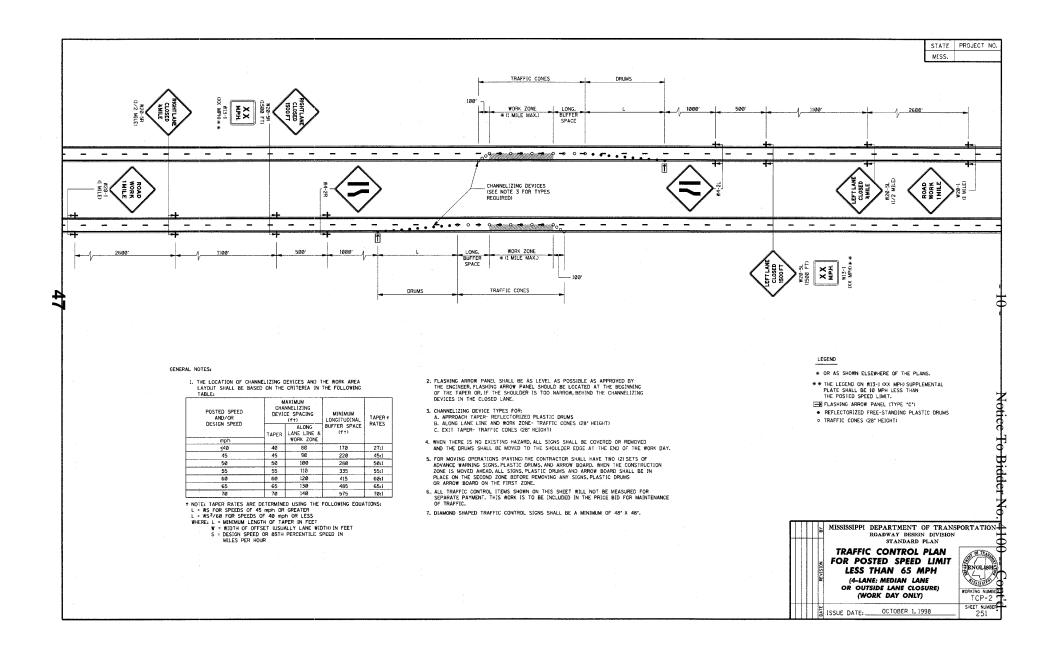
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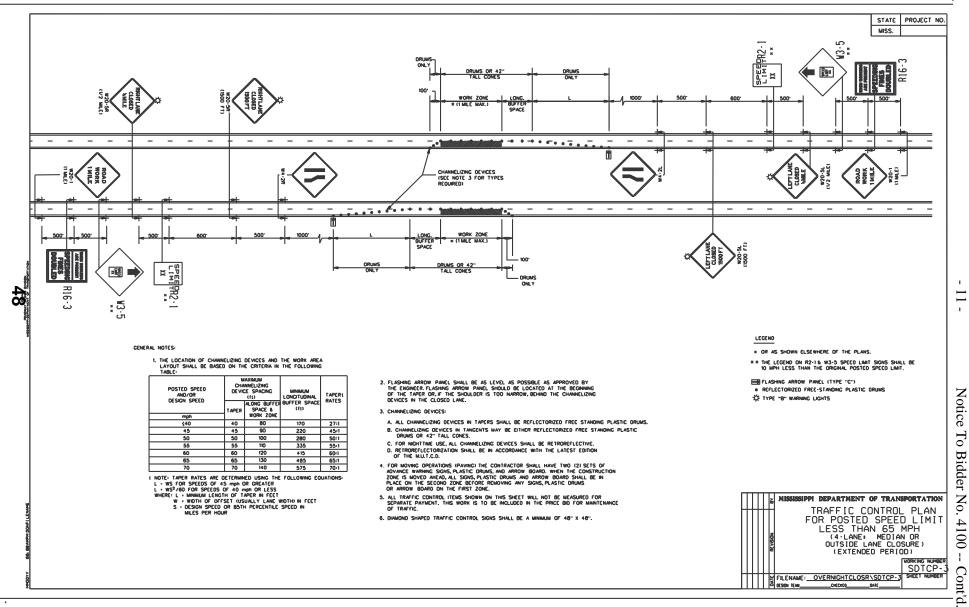


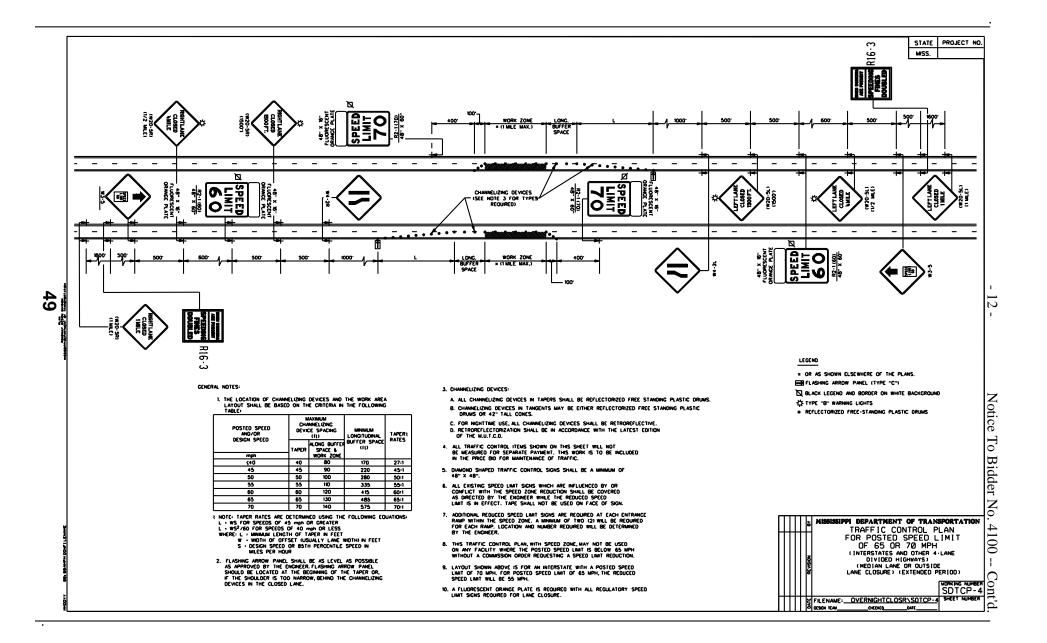
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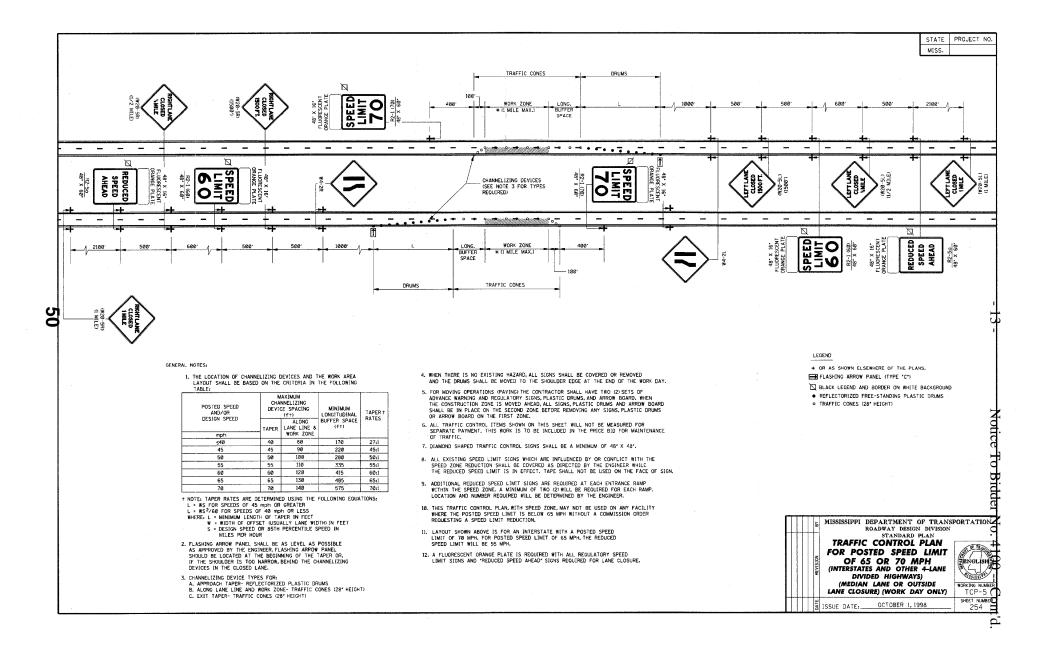


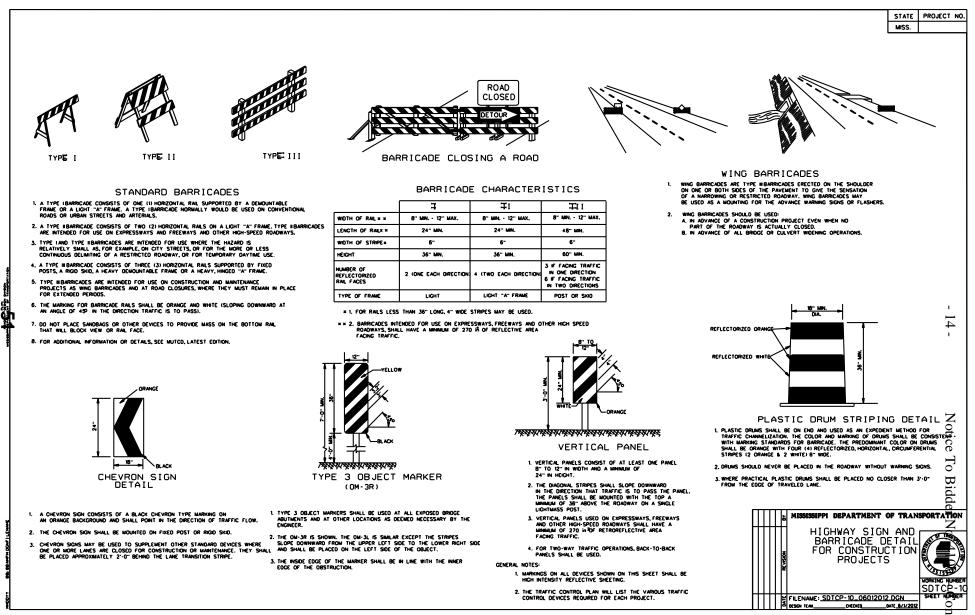




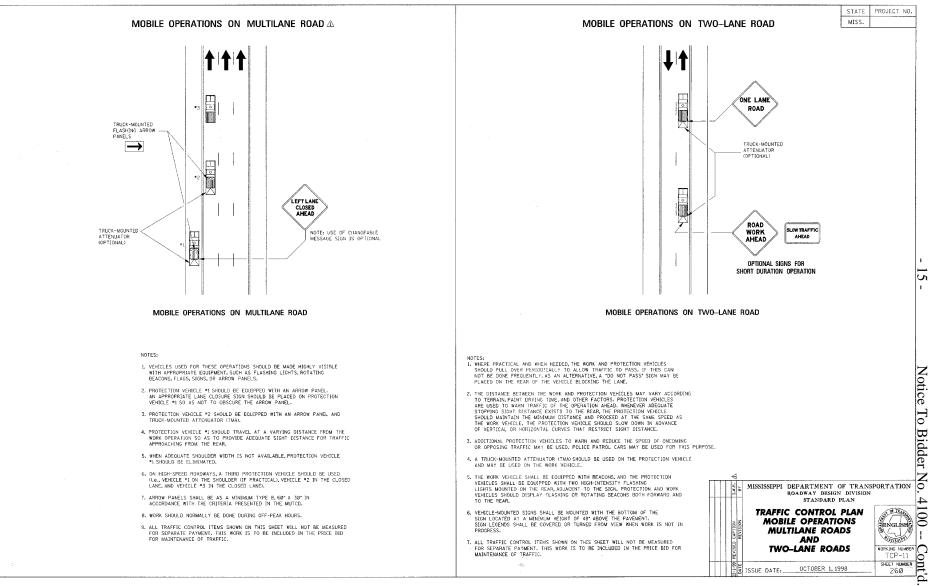






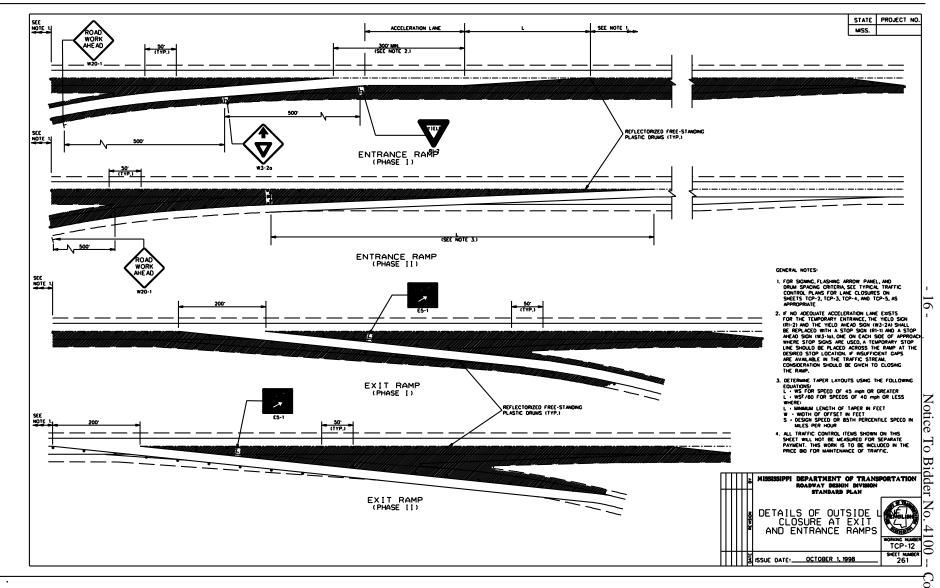


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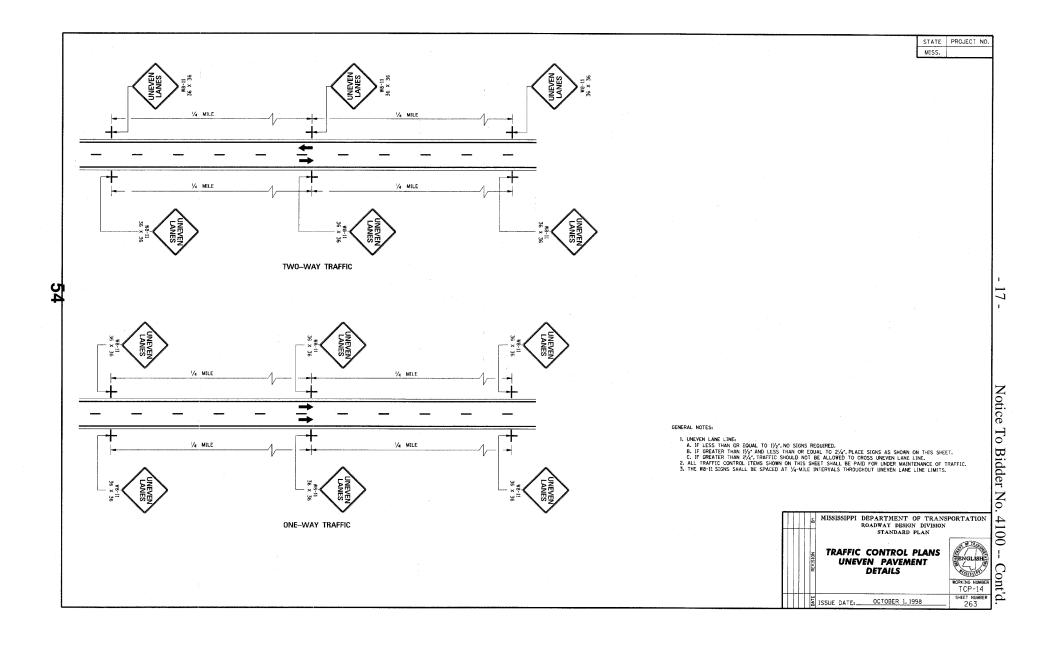
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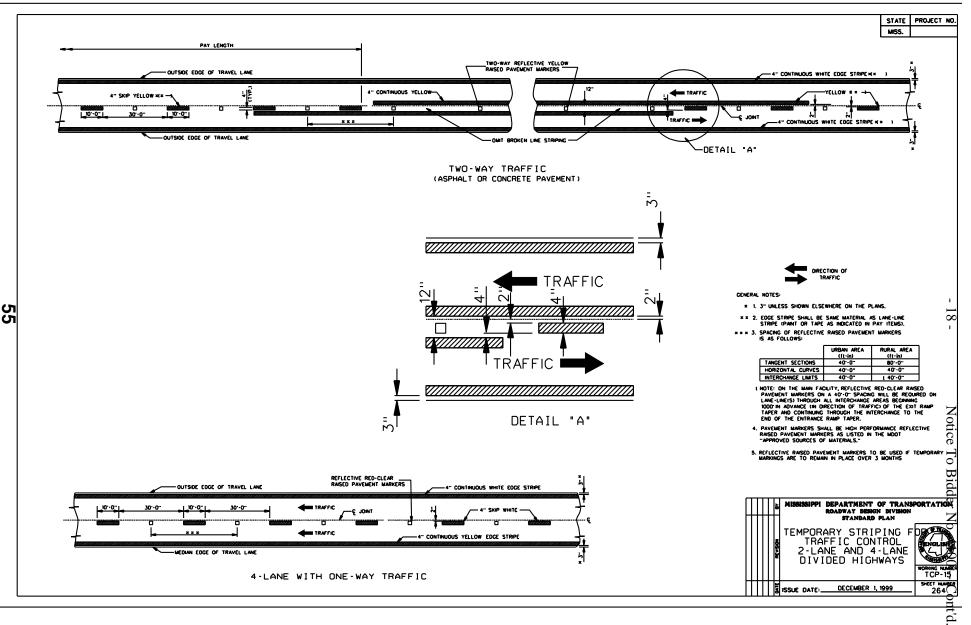
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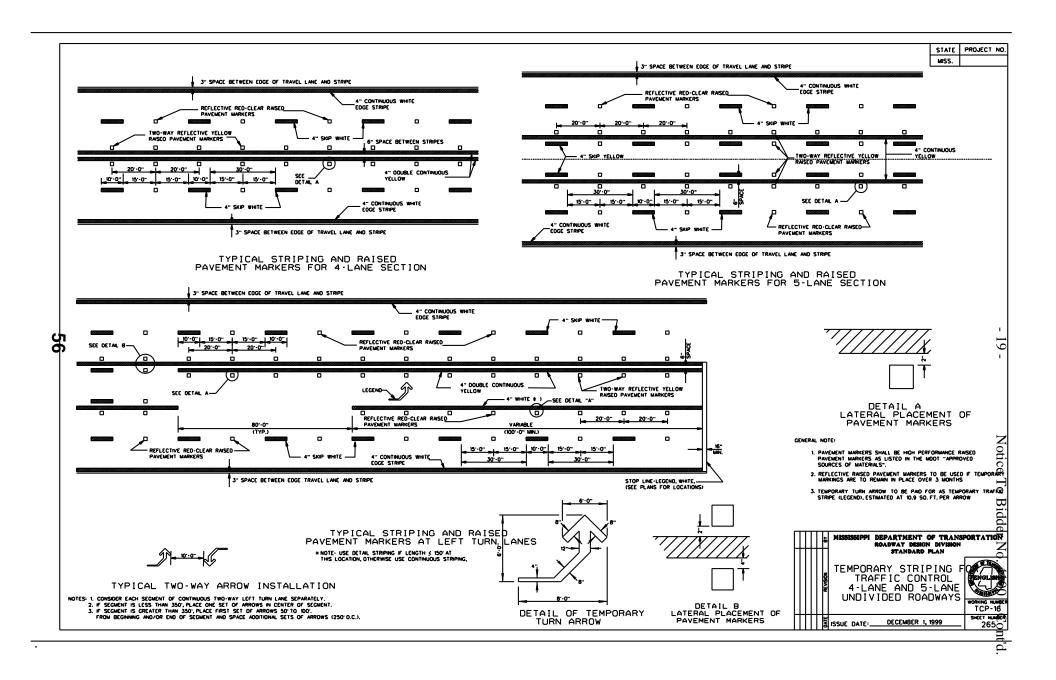
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#### **SPECIAL PROVISION NO. 907-101-4**

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.

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-8

#### DATE: 07/10/2012

#### **SUBJECT:** Bidding Requirements and Conditions

Delete Subsection 907-102.06 on page 1, and substitute the following.

<u>**907-102.06--Preparation of Proposal.**</u> Delete the first, fifth, sixth, and seventh paragraphs of Subsection 102.06 on pages 17 & 18, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website <u>www.goMDOT.com</u>. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package (with all forms completed and signed) 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. Bids submitted using any other form, format or means will result in an irregular bid. <u>Handwritten bids will no longer be an accepted method for submission.</u>

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>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided 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.

#### 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.

- 2 -

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. 907-104-4

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

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-9

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:

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.
- 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.

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

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

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

907-108.06.2.1--General. 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

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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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<u>907-108.06.2.2--Contract Time.</u> 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)".

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-5

#### DATE: 05/15/2012

#### **SUBJECT:** Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

#### 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. 907-304-13

CODE: (SP)

#### **DATE:** 06/06/2012

#### **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.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

#### 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            |

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

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

DATE: 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<br>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 <sub>Design</sub> | 0.030                 |
| Maximum SG, Gmm                             | 0.020                 |

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control tests. 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.

#### SPECIAL PROVISION NO. 907-401-6

CODE: (SP)

#### DATE: 08/21/2012

#### **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.

#### 907-401.01--Description.

These specifications include general requirements that are applicable to Warm Mix Asphalt (WMA).

This work consists of the construction of one or more lifts of WMA in accordance with Section 401 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the specific requirements for the mixture to be produced and placed 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.

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

<u>907-401.03.8--Preparation of Mixture.</u> 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.

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#### 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<br>inches / mile / segment | Contract Price Adjustment<br>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<br>inches / mile / segment | Contract Price Adjustment<br>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.)                     |  |  |

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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.

#### SPECIAL PROVISION NO. 907-403-12

CODE: (SP)

#### **DATE:** 08/21/2012

#### **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>** This work consists of constructing one or more lifts of Warm Mix Asphalt (WMA) pavement in accordance with the requirements of Section 403 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the requirements of this section and placed in reasonably close conformity with the lines, grade, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

<u>**907-403.04--Method of Measurement.**</u> Warm mix asphalt 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, 401.02.6.6 & 403.03.2, warm mix asphalt, 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.</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><br>Type Mixture                   | - per ton |
|--|-----------|
| 907-403-N: Warm Mix Asphalt, <u>(1)</u> , <u>(3)</u> , Leveling<br>Type Mixture        | - per ton |
| 907-403-O: Warm Mix Asphalt, <u>(1)</u> , <u>(4)</u> , Trench Widening<br>Type Mixture | - per ton |
| 907-403-P: Warm Mix Asphalt, HT, <u>(3)</u> , Polymer Modified<br>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. 907-618-1**

CODE: (SP)

DATE: 04/29/2004

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

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

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

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

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

CODE: (SP)

DATE: 12/12/2006

#### SUBJECT: Placement of Temporary Traffic Stripe

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

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

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

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

#### SPECIAL PROVISION NO. 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,<br>Skip White *       | - per linear foot or mile |
|------------|--|---------------------------|
| 907-626-B: | 6" Thermoplastic Double Drop Traffic Stripe,<br>Continuous White * | - per linear foot or mile |
| 907-626-C: | 6" Thermoplastic Double Drop Edge Stripe,<br>Continuous White *    | - per linear foot or mile |

| 907-626-D: | 6" Thermoplastic Double Drop Traffic Stripe,<br>Skip Yellow       | - per linear foot or mile         |
|------------|---|-----------------------------------|
| 907-626-E: | 6" Thermoplastic Double Drop Traffic Stripe,<br>Continuous Yellow | - per linear foot or mile         |
| 907-626-F: | 6" Thermoplastic Double Drop Edge Stripe,<br>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 |

#### SPECIAL PROVISION NO. 907-703-10

CODE: (SP)

DATE: 06/06/2012

#### **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 limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825 B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

<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 limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

<u>907-703.04.3--Gradation.</u> After the table in Subsection 703.04.3 on page 613, add the following.

If crushed concrete is used, the crushed material shall meet the gradation requirements of Size No. 825 B with the exception that the percent passing by weight of the No. 200 sieve shall be 2 - 18.

#### 907-703.06--Aggregates for Hot Mix Asphalt.

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

<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.

|                       | Shell  | Coarse |                     |                      | Medium    | Fine   |
|-----------------------|--------|--------|---------------------|----------------------|-----------|--------|
| Square Mesh<br>Sieves |        | Size I | Size II<br>Note (1) | Size III<br>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.

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#### **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:

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| Initial Daytine Chromatery Coordinates (Corner Fonts) |       |       |       |       |  |  |  |  |
|---|-------|-------|-------|-------|--|--|--|--|
|   | 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 any Supplemental Specifications.

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

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

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

- 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                          |            |     |     |       |
|   |                               | Contractor |     |     |       |
|   | BY                            |            |     |     |       |
|   | TITLE                         | U U        |     |     |       |
|   | ADDRESS                       |            |     |     |       |
|   | CITY, STATE, ZIP              |            |     |     |       |
|   | PHONE                         |            |     |     |       |
|   | FAX                           |            |     |     |       |
|   | E-MAIL                        |            |     |     |       |
| (To be filled in if a corporation)  |                               |            |     |     |       |
| Our corporation is chartered under the Law titles and business addresses of the executives are as | s of the State of<br>follows: |            | and | the | names |
| President   |                               | Address    |     |     |       |
| Secretary   |                               | Address    |     |     |       |
| Treasurer   |                               | Address    |     |     |       |
| The following is my (our) itemized proposal.  |                               |            |     |     |       |

Mill & Overlay approximately one mile of SR 21 from SR 16 to Philadelphia City Limits, known as State Project No. MP-5021-50(017) / 304547301 in Neshoba County.

| Line<br>No. | Item Code      | Adj<br>Code | Quantity | Units           | Description [Fixed Unit Price]<br>Roadway Items                     |
|-------------|----------------|-------------|----------|-----------------|---|
| 0010        | 202-B001       |             | 588      | Linear Feet     | Removal of Asphalt Curb   |
| 0020        | 202-B005       |             | 1,780    | Square Yard     | Removal of Asphalt Pavement, All Depths                             |
| 0030        | 202-B084       |             | 300      | Square Yard     | Removal of Base   |
| 0040        | 406-A001       |             | 23,000   | Square Yard     | Cold Milling of Bituminous Pavement, All Depths                     |
| 0050        | 609-E001       |             | 588      | Linear Feet     | Bituminous Curb   |
| 0060        | 618-A001       |             | 1        | Lump Sum        | Maintenance of Traffic  |
| 0070        | 619-A1003      |             | 25,714   | Linear Feet     | Temporary Traffic Stripe, Continuous White, Paint                   |
| 0080        | 619-A2003      |             | 20,914   | Linear Feet     | Temporary Traffic Stripe, Continuous Yellow, Paint                  |
| 0090        | 619-A4002      |             | 3,944    | Linear Feet     | Temporary Traffic Stripe, Skip Yellow, Paint                        |
| 0100        | 619-A6003      |             | 386      | Linear Feet     | Temporary Traffic Stripe, Legend, Paint                             |
| 0110        | 619-A6004      |             | 17       | Square Feet     | Temporary Traffic Stripe, Legend, Paint                             |
| 0120        | 619-D1001      |             | 289      | Square Feet     | Standard Roadside Construction Signs, Less than 10 Square Feet      |
| 0130        | 619-D2001      |             | 20       | Square Feet     | Standard Roadside Construction Signs, 10 Square Feet or More        |
| 0140        | 619-G4005      |             | 36       | Linear Feet     | Barricades, Type III, Double Faced                                  |
| 0150        | 627-L001       |             | 170      | Each            | Two-Way Yellow Reflective High Performance Raised Markers           |
| 0160        | 635-A001       |             | 972      | Linear Feet     | Vehicle Loop Assemblies   |
| 0170        | 907-304-A010   | (GY         | ) 100    | Cubic Yard      | Granular Material, LVM, Class 5, Group E                            |
| 0180        | 907-407-A001   | (A2         | ) 1,200  | Gallon          | Asphalt for Tack Coat   |
| 0190        | 907-626-C007   |             | 12,821   | Linear Feet     | 6" Thermoplastic Double Drop Edge Stripe, Continuous White          |
| 0200        | 907-626-D005   |             | 1,972    | Linear Feet     | 6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow            |
| 0210        | 907-626-E005   |             | 10,457   | Linear Feet     | 6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow      |
| 0220        | 907-626-G006   |             | 36       | Linear Feet     | Thermoplastic Double Drop Detail Stripe, White                      |
| 0230        | 907-626-H009   |             | 386      | Linear Feet     | Thermoplastic Double Drop Legend, White                             |
| 0240        | 907-626-H010   |             | 17       | Square Feet     | Thermoplastic Double Drop Legend, White                             |
|             |                |             |          |                 | E GROUP AA NUMBER 1   |
| 0250        | 907-403-A011   | (BA1        | ) 2,691  | Ton             | Hot Mix Asphalt, ST, 12.5-mm mixture                                |
| 0260        | 907-403-M003   | (BA1        | ) 2,691  | ALTERNAT<br>Ton | <b>E GROUP AA NUMBER 2</b><br>Warm Mix Asphalt, ST, 12.5-mm mixture |
| 0200        | 707-403-141005 | (DAI        | , 2,091  |                 | TE GROUP BB NUMBER 1  |
| 0270        | 907-403-B007   | (BA1        | ) 100    | Ton             | Hot Mix Asphalt, ST, 12.5-mm mixture, Leveling                      |
|             |                |             |          | ALTERNAT        | TE GROUP BB NUMBER 2  |
| 0280        | 907-403-N002   | (BA1        | ) 100    | Ton             | Warm Mix Asphalt, ST, 12.5-mm mixture, Leveling                     |

#### 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)

| y Item Unit<br>umber | Reduction | Total Item<br>Reduction | Reduction |
|----------------------|-----------|-------------------------|-----------|
|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |
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|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |
|                      |           |                         |           |

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

| Project Number | Pay Item<br>Number | Unit | Unit Price<br>Reduction | Total Item<br>Reduction | Total Contract<br>Reduction |
|----------------|--------------------|------|-------------------------|-------------------------|-----------------------------|
| 9              |                    |      |                         |                         |                             |
| 10.            |                    |      |                         |                         |                             |

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

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

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

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

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

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

SIGNED \_\_\_\_\_

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

#### **CERTIFICATE**

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

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

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

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

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

Contractor \_\_\_\_\_

Title \_\_\_\_\_

#### CERTIFICATE MUST BE EXECUTED

(Address)

(Address)

(Address)

(Address)

## CERTIFICATION

(Execute in duplicate)

| I,                                      | ,   |
|---|---|
| (Name of p                              | person signing certification)                       |
| individually, and in my capacity as     | of  |
| 57 5 1 5 <u> </u>                       | (Title)   |
|   | do hereby certify under                             |
| (Name                                   | e of Firm, Partnership, or Corporation)             |
| penalty of perjury under the laws of    | the United States and the State of Mississippi that |
|   | , Bidder  |
| (Name of Firm, Partnership              | o, or Corporation)                                  |
| on Project No. MP-5021-50(017) / 304547 | 301   |

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

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

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

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

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

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

Signature

(5/29/2008S)

## CERTIFICATION

(Execute in duplicate)

| (Name of person                            | signing certification),                        |
|--|--|
| individually, and in my capacity as        | of   |
|  | (Title)  |
|  | do hereby certify under                        |
| (Name of Firm                              | m, Partnership, or Corporation)                |
| penalty of perjury under the laws of the U | nited States and the State of Mississippi that |
|  | , Bidder                                       |
| (Name of Firm, Partnership, or Co          | prporation)                                    |
| on Project No. MP-5021-50(017) / 304547301 |  |

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

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

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

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

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

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

Signature

(5/29/2008S)

#### SECTION 902

#### CONTRACT FOR MP-5021-50(017) / 304547301

LOCATED IN THE COUNTY(IES) OF Neshoba

#### 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: |               |        |        |             | N              | AISSISSIPPI TR | RANS  | SPORTAT   | TION  | СОМ  | MISSI | ON  |    |  |
|---|---------------|--------|--------|-------------|----------------|----------------|-------|-----------|-------|------|-------|-----|----|--|
|   |               |        |        |             | By             | Bv             |       |           |       |      |       |     |    |  |
|   |               |        |        |             | · ·            |                | Exec  | utive Dir | ector |      |       |     |    |  |
| (names a  | and addresses | s of w | itness | es)         |                |                |       |           |       |      |       |     |    |  |
|   |               |        |        |             |                | Secr           | etary | to the Co | mmis  | sion |       |     |    |  |
| Award   | authorized    | by     | the    | Mississippi | Transportation | Commission     | in    | session   | on    | the  |       | day | of |  |
|   |               |        | , _    | , Minu      | te Book No     | , Page         | No.   |           | _•    |      |       |     |    |  |
| Revised   | 8/06/2003     |        |        |             |                |                |       |           |       |      |       |     |    |  |

## SECTION 903 PERFORMANCE AND PAYMENT BOND

| CONTRACT BOND FOR: _             | MP-5021         | -50(017) / 304547301   |
|----------------------------------|-----------------|--|
| LOCATED IN THE COUNT             | Y(IES) OF:      | Neshoba  |
| STATE OF MISSISSIPPI,            |                 |  |
| COUNTY OF HINDS                  |                 |  |
| Know all men by these preser     | its: that we,   |  |
|                                  |                 | ( Contractor )   |
|                                  |                 | ipal, a  |
| residing at                      |                 | in the State of  |
| and                              |                 | (Sumptre)  |
|                                  |                 | -  |
| -                                |                 | in the State of,   |
|                                  |                 | Mississippi, under the laws thereof, as surety, are held and firmly bound  |
| unto the State of Mississippi i  | n the sum of _  |  |
| (\$                              |                 | ) Dollars, lawful money of the United States of America, to be paid  |
|                                  |                 | be made, we bind ourselves, our heirs, administrators, successors, or  |
| assigns jointly and severally b  | •               |  |
| assigns jointry and severally t  | y these preser  |  |
| Signed and s                     | sealed this the | e day of A.D   |
| The conditions of this bond a    | e such, that w  | whereas the said   |
| principal, has (have) entered    | into a contra   | ct with the Mississippi Transportation Commission, bearing the date of   |
| day of                           |                 | _ A.D hereto annexed, for the construction of certain projects(s)  |
| in the State of Mississippi a    | s mentioned i   | in said contract in accordance with the Contract Documents therefor, on  |
| file in the offices of the Missi | ssippi Departr  | ment of Transportation, Jackson, Mississippi.  |
|                                  |                 |  |
| 1. 1                             |                 | in all things shall stand to and abide by and well and truly observe,  |
|                                  |                 | erms, covenants, conditions, guarantees and agreements in said contract, ed, 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                          |
| Зу  | By (Signature) Attorney in Fact |
|   | Address                         |
| Contractor's Seal)                        | (Printed) MS Agent              |
|   | (Signature) MS Agent            |
|   | Address                         |
|   | (Surety Seal)                   |
|   | Mississippi Insurance ID Number |



# **BID BOND**

| KNOW ALL MEN BY THESE PRESENTS, that we   |   |   |  |
|---|---|---|--|
|   | Contractor  |   |  |
| —   |   | Address   |  |
|   |   | City, State ZIP   |  |
| as Principal, hereinafter called the Principal, and   |   | Surety  |  |
| a corporation duly organized under the laws of the state of   | of  |   |  |
| as Surety, hereinafter called the Surety, are held and firm   | ly bound unto   | State of Mississippi, Jac   | ckson, Mississippi   |
| As Obligee, hereinafter called Obligee, in the sum of <b>Fiv</b>  | ve Per Cent (5%)  | ) of Amount Bid   |  |
|   |   | Dollars (\$   | )  |
| for the payment of which sum will and truly to be m<br>executors, administrators, successors and assigns, jointly   |   |   | bind ourselves, our heirs,   |
| WHEREAS, the Principal has submitted a bid for Mil<br>Philadelphia City Limits, known as State Project No.  |   |   |  |
| NOW THEREFORE, the condition of this obligation is a<br>said Principal will, within the time required, enter into a<br>performance of the terms and conditions of the contract<br>will pay unto the Obligee the difference in money betw<br>which the Obligee legally contracts with another party to<br>in no event shall liability hereunder exceed the penal sum | a formal contract<br>, then this obliga<br>/een the amount of<br>perform the worl | and give a good and su<br>tion to be void; otherwis<br>of the bid of the said Pri | fficient bond to secure the<br>se the Principal and Surety<br>incipal and the amount for |
| Signed and sealed this day of   | , 20  |   |  |
|   |   | (Principal  | ) (Seal)   |
|   | By:   |   |  |
| (Witness)   |   | (Name)  | (Title)  |
|   |   | (Surety)  | (Seal)   |
|   | By:   |   |  |
| (Witness)   |   | (Attorney-in-l  | Fact)  |
|   |   | MS Agen   | t  |

Mississippi Insurance ID Number