15 -



SM No. CMP2035080061

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF (STATE DELEGATED)

15

Chip Seal on SR 35, known as State Project No. MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302 in Carroll and Grenada Counties.

Project Completion: Flexible

# 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 have been entered into Expedite Bid in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
	Expedite bid sheets have been stapled and inserted into the proposal package.
	First sheet of SECTION 905PROPOSAL has been completed.
	Second sheet of SECTION 905PROPOSAL has been completed and signed.
	Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.
	DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
	Form OCR-485, when required by contract, has been completed and <u>signed</u> .
	The last sheet of the Expedite bid sheets of SECTION 905PROPOSAL has been <u>signed</u> .
	Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
	Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .
	The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
	A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been <u>signed by the bidder</u> and has also been <u>signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety</u> with Power of Attorney attached.
	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.
entirety in a an addendu	MDOT flash drive with completed EBS file, proposal and contract documents in it is sealed envelope. DO NOT remove any part of the contract documents; exception m requires substitution of second sheet of Section 905. A stripped proposal is 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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907-105-6: Control of Work, W/ Supplement

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SECTION 905 - PROPOSAL,

PROPOSAL BID ITEMS,

COMBINATION BID PROPOSAL,

STATE BOARD OF CONTRACTORS REQUIREMENTS,

CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION, SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,

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

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

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, April 23, 2013, and shortly thereafter publicly opened on the Sixth Floor for:

Chip Seal on SR 35, known as State Project No. MP-2035-08(006) & MP-2035-22(002) / 104602301 & 302 in Carroll and Grenada Counties.

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 purchased online at <a href="https://shopmdot.ms.gov">https://shopmdot.ms.gov</a>. Specimen proposals may be viewed and downloaded online at no cost at <a href="http://mdot.ms.gov">http://mdot.ms.gov</a> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. <a href="Cash or checks will not be accepted as payment">Cash or checks will not be accepted as payment</a>.

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

(SPWOP) 2

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1

DATE: 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

CODE: (SP)

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

DATE: 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

CODE: (IS)

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

**DATE:** 04/28/2006

**SUBJECT:** Payroll Requirements

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

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

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

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

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

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

CODE: (IS)

# | SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>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".

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

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

CODE: (IS)

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

**DATE:** 09/09/2008

**SUBJECT:** Safety Apparel

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

You can access this final rule at the following link:

 $\frac{http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf}{}$ 

**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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2937

**DATE:** 01/11/2010

**SUBJECT: Reduced Speed Limit Signs** 

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

CODE: (SP)

#### SECTION 904 - NOTICE TO BIDDERS NO. 3655

**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 34-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-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 <a href="www.gomdot.com">www.gomdot.com</a> 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. 4100

CODE: (SP)

**DATE:** 09/05/2012

**SUBJECT: Standard Drawings** 

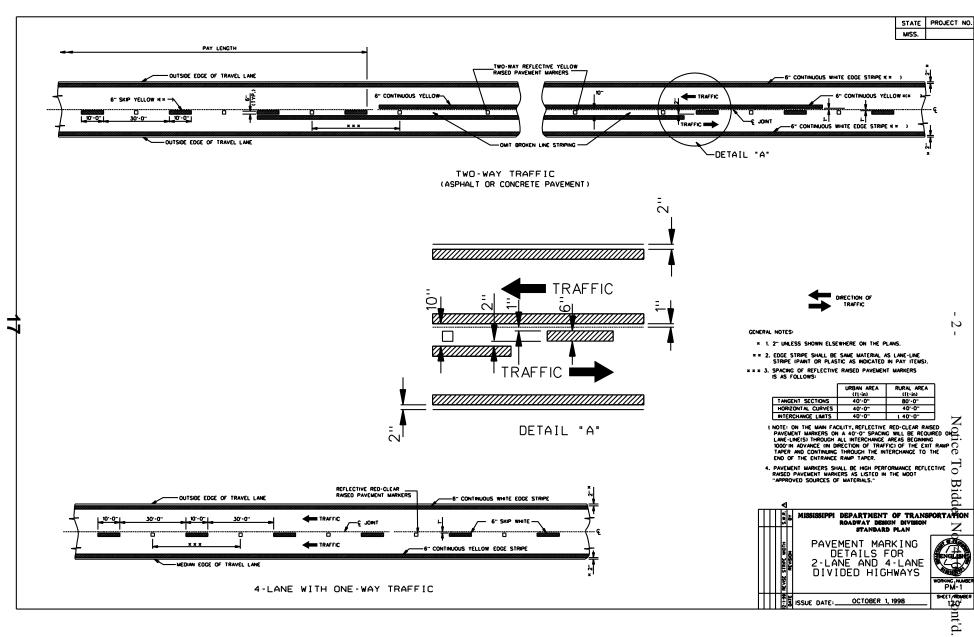
Standard Drawings attached hereto shall govern appropriate items of required work.

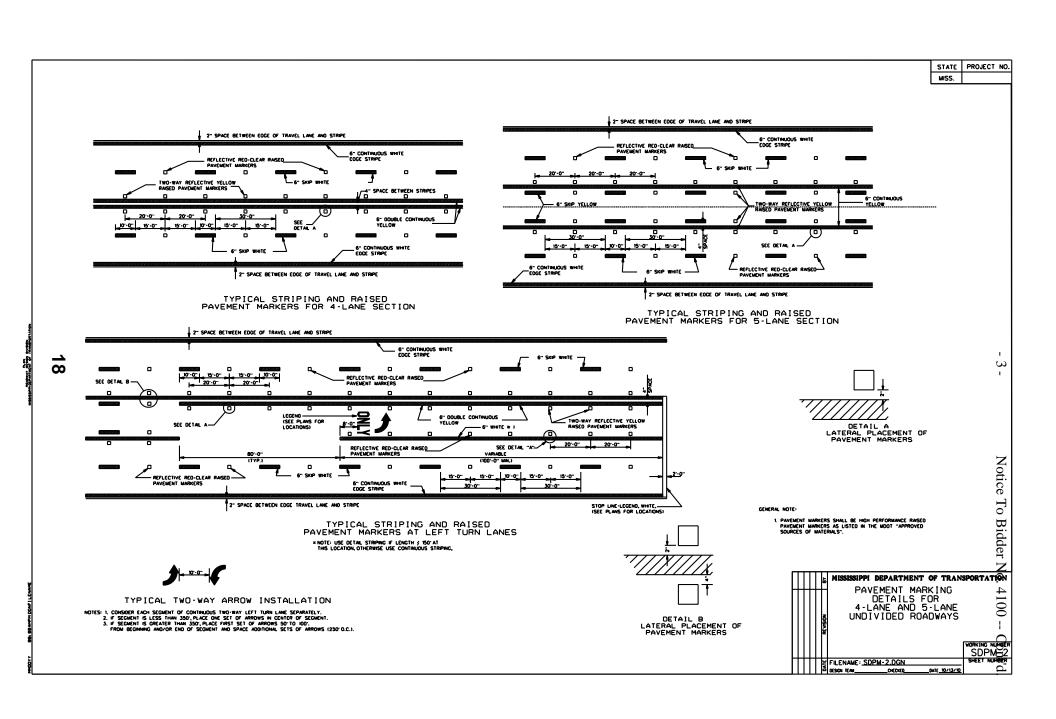
Larger copies of Standard Drawings may be purchased from:

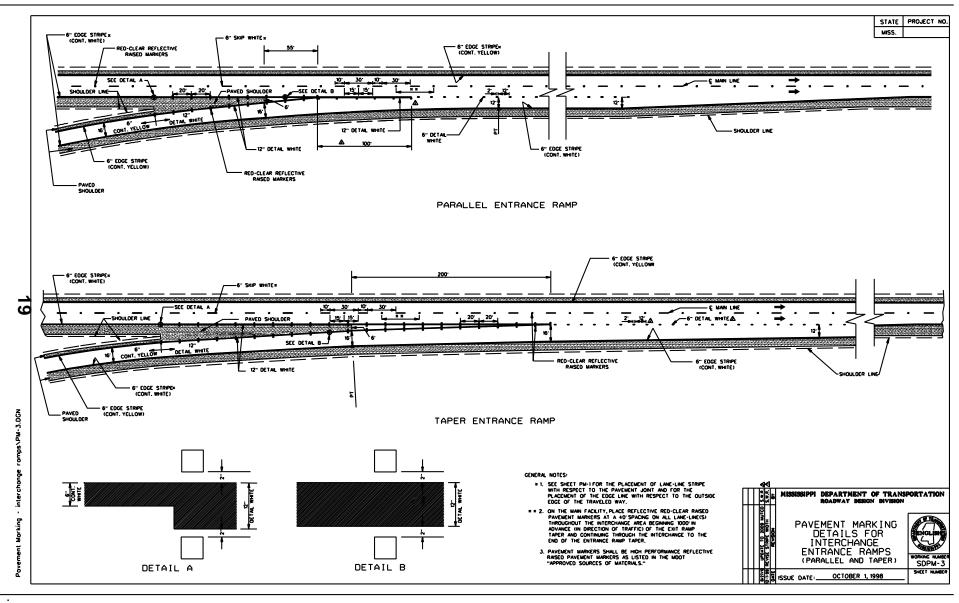
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850

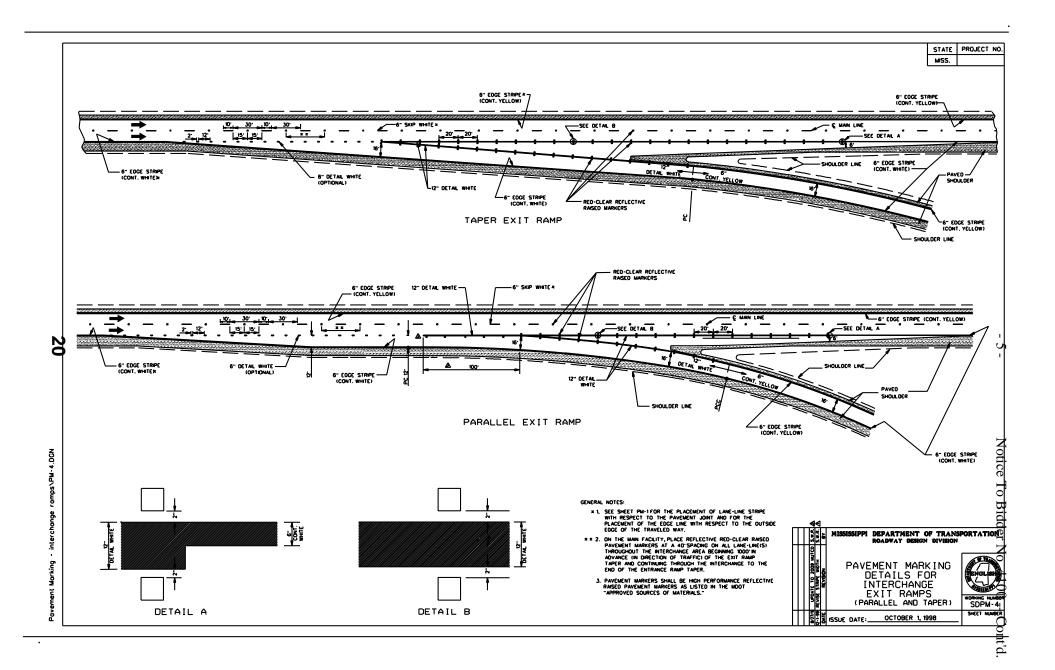
Telephone: (601) 359-7460 or FAX: (601) 359-7461

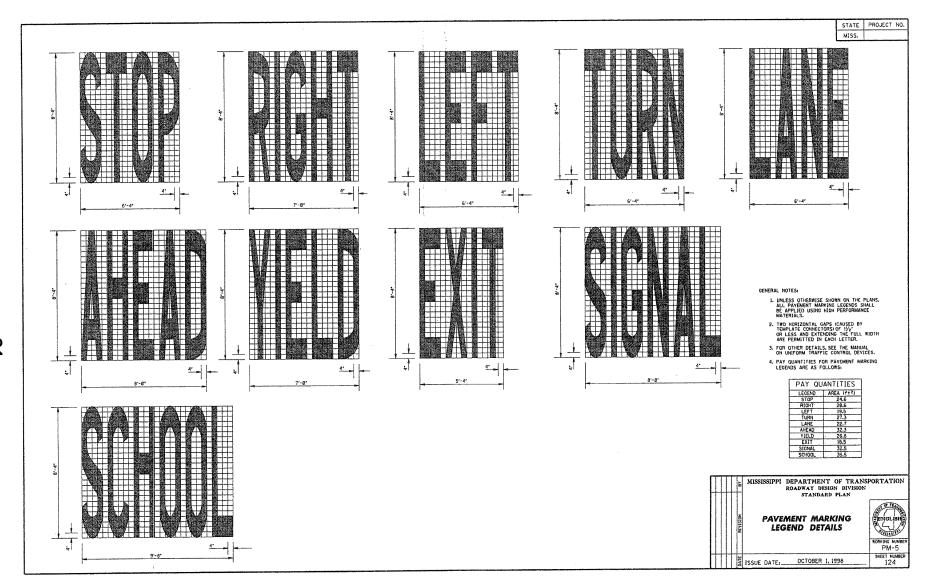
or e-mail: <a href="mailto:plans@mdot.state.ms.us">plans@mdot.state.ms.us</a>





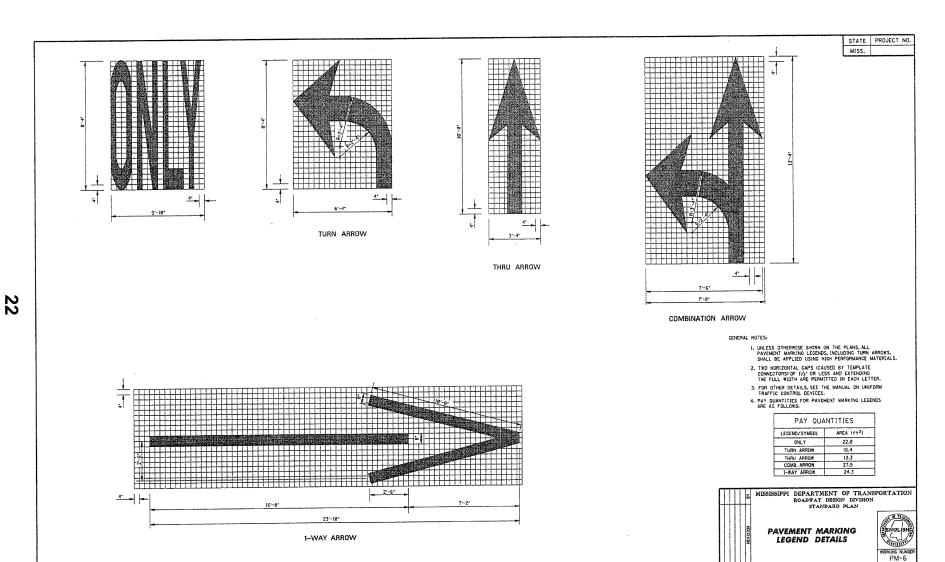


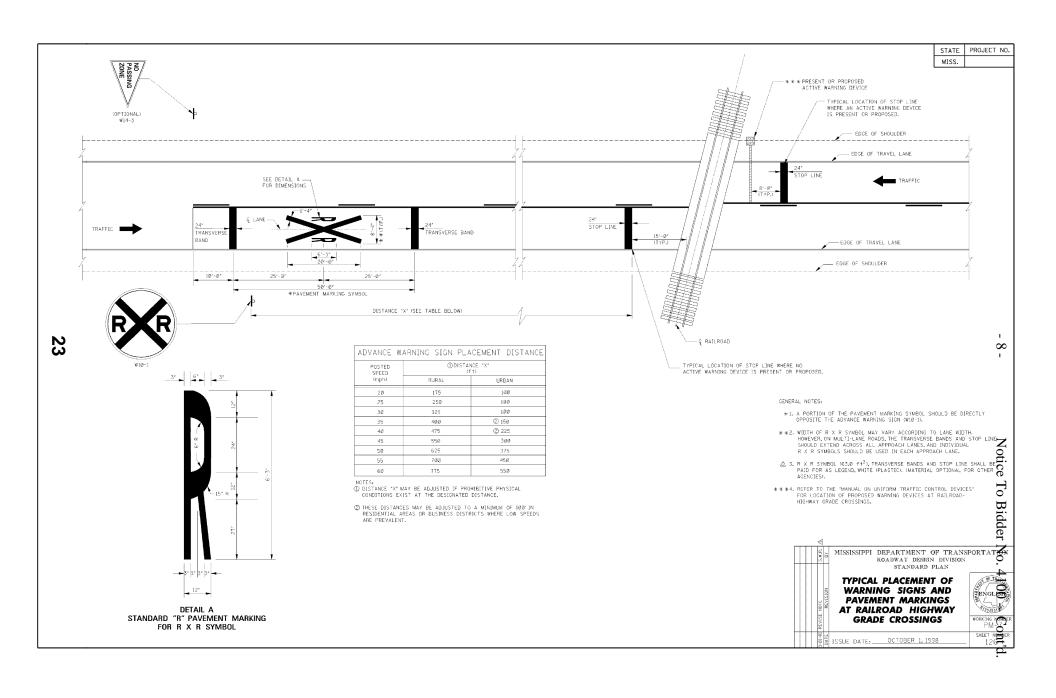


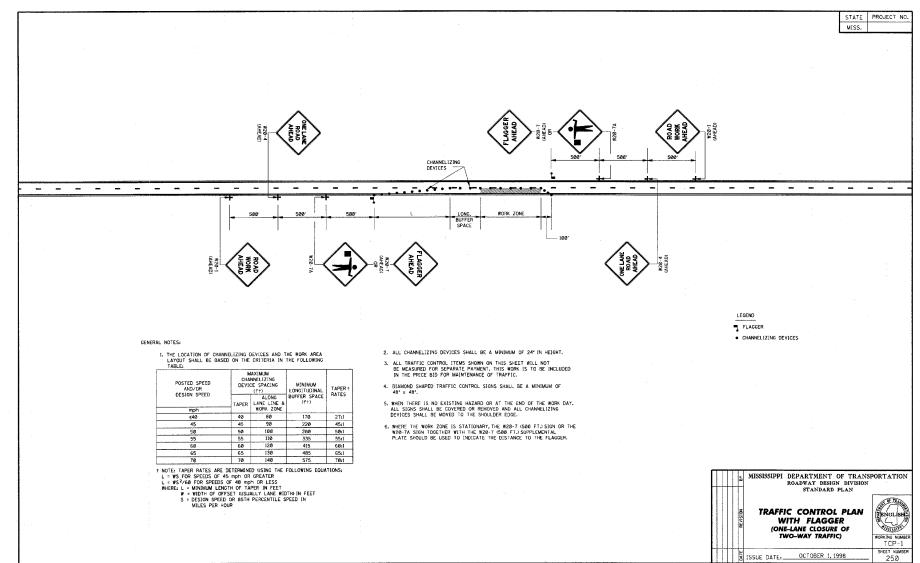


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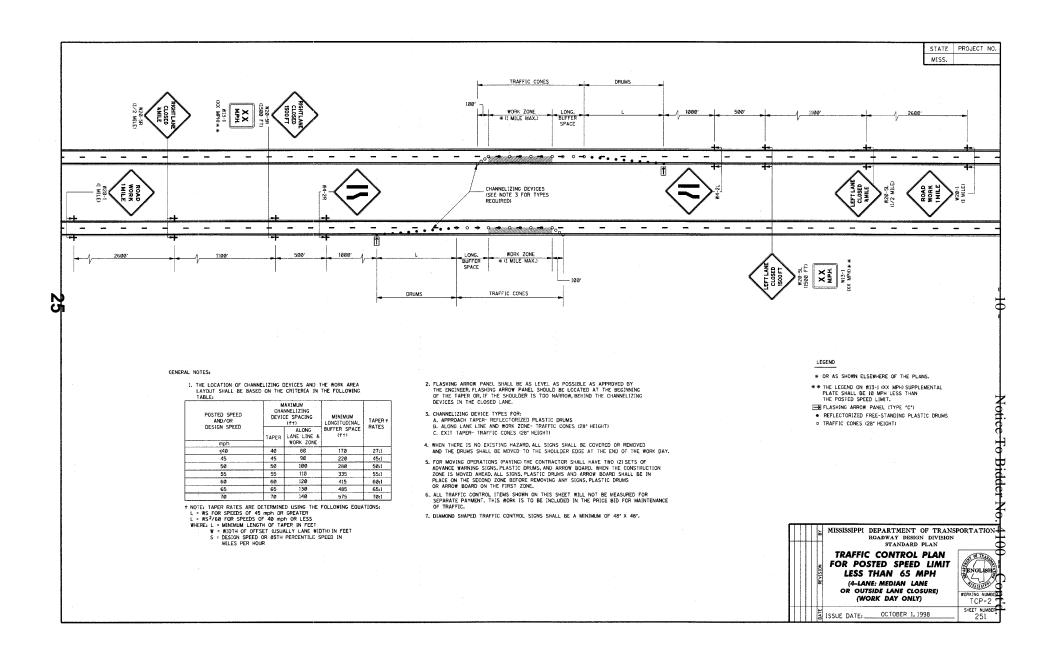
ISSUE DATE: OCTOBER 1, 1998

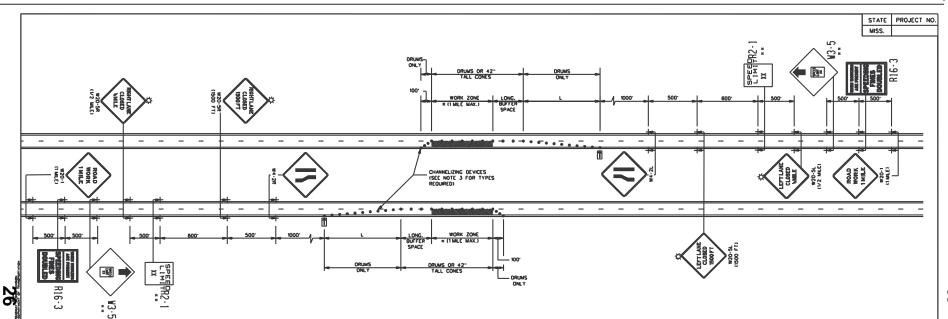






24





THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (11)		MINIMUM LONGITUDINAL	TAPERI
DESIGN SPEED	TAPER	ALONG BUFFER SPACE &	BUFFER SPACE (ft)	RATES
mph		WORK ZONE		
₹40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

- I NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
  L \* W\$ FOR SPEEDS OF 45 mph OR GREATER
  L \* W\$ FOR FREEDS OF 40 mph OR LESS
  WERE: L \* MINNING LENGTH OF TAPER IN FEET
  WE \* WOTH OF OTEST CUSUALLY LANE WOTH IN FEET
  S \* OCIONAL SPEED OR BOTH PERCENTILE SPEED IN
  MLESS PER HOUSE

- FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSELE AS APPROVED BY THE ENGINEER FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BECONNING OF THE TAPER CR. IF THE SHOULDER IS TOO MARROW, BEHIND THE CHAMMELIZING DEVICES IN THE CLOSED LANE.
- 3. CHANNELIZING DEVICES:
- A. ALL CHANNELIZING DEVICES IN TAPERS SHALL BE REFLECTORIZED FREE STANDING PLASTIC DRUMS.
- B. CHANNELIZING DEVICES IN TANGENTS MAY BE EITHER REFLECTORIZED FREE STANDING PLASTIC DRUMS OR 42" TALL, CONES.
- C. FOR MONTTIME USE, ALL CHAMMELIZING DEVICES SHALL BE RETROREFLECTIVE.

  OF RETROREFLECTORIZATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION

  OF THE MULT.C.D.
- 4. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SCHIS, PLASTIC ORBUS, AND ARROW BOARD, WHEN THE CONSTRUCTION ZONE IS MOVED AREA, ALL SCHIS, PLASTIC ORBUS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC ORBUS OR ARROW BOARD SHOTE FIRST ZONE.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLIDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
- 6. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".

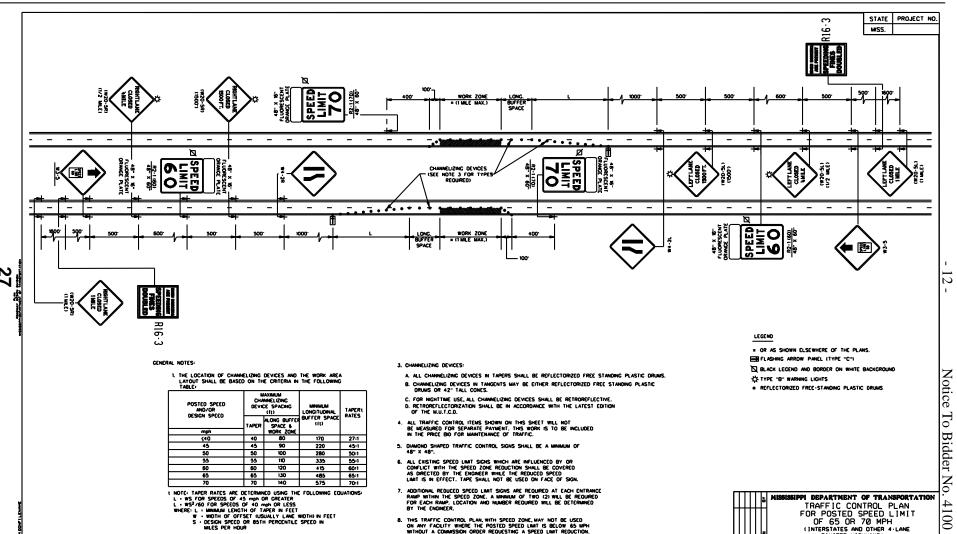
#### LEGEND

- \* OR AS SHOWN ELSEWHERE OF THE PLANS.
- \*\* THE LEGEND ON R2-1& W3-5 SPEED LIMIT SIGNS SHALL BE 10 MPH LESS THAN THE ORIGINAL POSTED SPEED LIMIT.

FLASHING ARROW PANEL (TYPE "C")

- . REFLECTORIZED FREE-STANDING PLASTIC DRUMS
- TYPE "B" WARNING LIGHTS

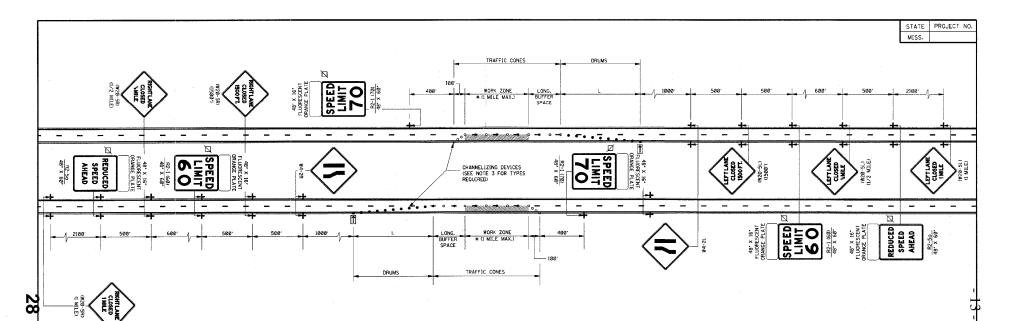




- 2. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGAGER FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BECOMENG OF THE TAPER OR, IF THE SHOULDER IS TOO MARROW, BEHIND THE CHAMINELIZING DEVICES IN THE CLOSED LANE.
- 8. THIS TRAFFIC CONTROL PLAN, WITH SPEED ZONE, MAY NOT BE USED ON ANY FACULTY WHERE THE POSTED SPEED LIMIT IS BELOW 65 MPH WITHOUT A COMMISSION ORDER REQUESTING A SPEED LIMIT REDUCTION.
- 9. LAYOUT SHOWN ABOVE IS FOR AN INTERSTATE WITH A POSTED SPEED LIMIT OF 70 MPH, FOR POSTED SPEED LIMIT OF 65 MPH, THE REDUCED SPEED LIMIT WILL BE 55 MPH.
- 10. A FLUORESCENT ORANGE PLATE IS REQUIRED WITH ALL REGULATORY SPEED LIMIT SIGNS REQUIRED FOR LANE CLOSURE.

(INTERSTATES AND OTHER 4-LANE DIVIDED HIGHWAYS) (MEDIAN LANE OR OUTSIDE LANE CLOSURE ) (EXTENDED PERIOD)

WORKING NUMBER SDTCP-4
SHEET NUMBER FILENAME: OVERNIGHTCLOSR\SDTCP-4 SHEET MUMBER SUSON IEM OCCURS ONE



#### GENERAL NOTES

THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	CHA	MAXIMUM NNELIZING CE SPACING (f+)	MINIMUM LONG!TUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

- T NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
  L = WS FOR SPEEDS OF 45 mph OR GREATER
  L = WS-FOR FOR SPEEDS OF 48 mph OR LESS
  WHERE L = MINIMAM LENGTH OF TAPER IN FEST
  WIND FOR SPEED OR STHE PERCENTILE SPEED IN
  WILLES PER HOR STHE PERCENTILE SPEED IN
- FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENDINEER FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BEDINNING OF THE TAPET OR, IF THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
- 3. CHANNELIZING DEVICE TYPES FOR:
  A. APPROACH TAPER- REFLECTORIZED PLASTIC DRUMS
  B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28' HEIGHT)
  C. EXIT TAPER- TRAFFIC CONES (28' HEIGHT)

- 4. WHEN THERE IS NO EXISTING HAZARD, ALL SIGNS SHALL BE COVERED OR REMOVED AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
- 5. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING AND REGULATORY SIGNS, PLASTIC DRUMS, AND ARROW BOARD, WHEN THE CONSTRUCTION ZONE IS MOVED AHEAD, ALL SIGNS, PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE TIEST ZONE.
- G. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
- 7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48' X 48'.
- 8. ALL EXISTING SPEED LIMIT SIGNS WHICH ARE INFLUENCED BY OR CONFLICT WITH THE SPEED ZONE REDUCTION SHALL BE COVERED AS DIRECTED BY THE ENGINEER WHILE THE REDUCED SPEED LIMIT IS IN EFFECT. TAPE SHALL NOT BE USED ON THE FACE OF SIGN.
- 9. ADDITIONAL REDUCED SPEED LIMIT SIGNS ARE REQUIRED AT EACH ENTRANCE RAMP WITHIN THE SPEED ZONE. A MINIMUM OF TWO C2 WILL BE REQUIRED FOR EACH RAMP. LOCATION AND NUMBER REQUIRED WILL BE DETERMINED BY THE ENGINEER.
- 10. THIS TRAFFIC CONTROL PLAN, WITH SPEED ZONE, MAY NOT BE USED ON ANY FACILITY WHERE THE POSTED SPEED LIMIT IS BELOW 65 MPH WITHOUT A COMMISSION ORDER REGULSTING A SPEED LIMIT REDUCTION.
- 11. LAYOUT SHOWN ABOVE IS FOR AN INTERSTATE WITH A POSTED SPEED LIMIT OF 70 MPH. FOR POSTED SPEED LIMIT OF 65 MPH, THE REDUCED SPEED LIMIT WILL BE 55 MPH.
- 12. A FLUORESCENT ORANGE PLATE IS REQUIRED WITH ALL REGULATORY SPEED LIMIT SIGNS AND REDUCED SPEED AHEAD' SIGNS REQUIRED FOR LANE CLOSURE.

#### LEGEND

\* OR AS SHOWN ELSEWHERE OF THE PLANS.

FLASHING ARROW PANEL (TYPE 'C')

BLACK LEGEND AND BORDER ON WHITE BACKGROUND

- REFLECTORIZED FREE-STANDING PLASTIC DRUMS
- · TRAFFIC CONES (28" HEIGHT)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN

TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT OF 65 OR 70 MPH (INTERSTATES AND OTHER 4-LANE DIVIDED HIGHWAYS) (MEDIAN LANE OR OUTSIDE LANE CLOSURE) (WORK DAY ONLY)



ISSUE DATE:\_\_\_ OCTOBER 1,1998 254





TYPE III







#### STANDARD BARRICADES

- A TYPE IBARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE IBARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
- 2. A TYPE IBARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE IBARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE IAND TYPE BBARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
- 4. A TYPE MBARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
- TYPE IBBARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- 6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 459 IN THE DIRECTION TRAFFIC IS TO PASS).
- 7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
- 8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCO, LATEST EDITION.

# CHEVRON SIGN DETAIL

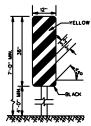
- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- 3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LAKES ARE CLOSED FOR CONSTRUCTION OR MAINEMANCE. THEY SHALL BE PLACED ON THE LETT SOC OF THE CORD.

  BE PLACED ON PROXIMATELY 2"0" BEHAND THE LAKE TRANSITION STREET.

#### BARRICADE CHARACTERISTICS

	7	ŢΙ	ŦΠ	
WIDTH OF RAIL = =	8" MIN 12" MAX.	8" MIN 12" MAX.	8" MN 12" MAX.	
LENGTH OF RALE =	24" MIN.	24" MIN.	48" MIN.	
WIDTH OF STRIPE*	6"	6-	6-	
HEIGHT	36" MIN.	36" MIN.	60" MIN.	
NUMBER OF REFLECTORIZED RAIL FACES	2 CONE EACH DIRECTION	4 (TWO EACH DIRECTION:	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS	
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID	

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



TYPE 3 OBJECT MARKER (OM-3R)

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

#### VERTICAL PANEL

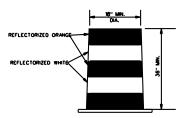
- 1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PAMEL. THE PAMELS SHALL BE MOUNTED WITH THE TOP A MINIMALM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.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

#### GENERAL NOTES:

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

#### WING BARRICADES

- WING BARRICADES ARE TYPE MBARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWNIC OR RESTRICTED ROJOHAY, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARRING SIGNS OR FLASHERS.
- 2. WING BARRICADES SHOULD BE USED:
  A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO
  PART OF THE ROADWAY IS ACTUALLY CLOSED.
  B. IN ADVANCE OF ALL BRODE OR CULVERT WIDENING OPERATIONS.



#### PLASTIC DRUM STRIPING DETAIL Z

- I. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDENT METHOD FOR TRAFFIC CHAMMELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE GRANCE WITH FOUR HIRFLECTORIZED, HORIZONTAL, CRICUMFERENTIAL ST
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION HIGHWAY SIGN AND

FOR CONSTRUCTION PROJECTS

FILENAME: SDTCP-10\_06012012.DGN

DATE 6/1/2012

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SDTCP-10

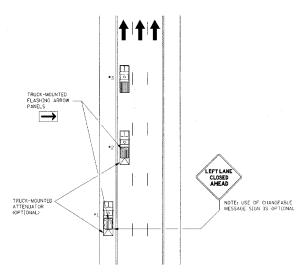
# Notice To Bidder

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PROJECT NO.

STATE MISS.

#### MOBILE OPERATIONS ON MULTILANE ROAD A

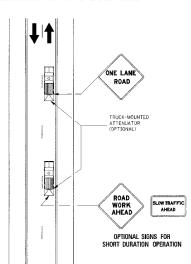


#### MOBILE OPERATIONS ON MULTILANE ROAD

#### NOTES:

- 1. VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, ELAGS, SIGNS, OR ARROW PANELS,
- PROTECTION VEHICLE "I SHOULD BE EQUIPPED WITH AN ARROW PANEL. AN APPROPRIATE LANE CLOSURE SIGN SHOULD BE PLACED ON PROTECTION VEHICLE "I SO AS NOT TO OBSCURE THE ARROW PANEL.
- 3. PROTECTION VEHICLE #2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA),
- 4. PROTECTION VEHICLE \*! SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- 5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE
  \*1 SHOULD BE ELIMINATED.
- 6. ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE LISED (i.e., VEHICLE \*1 ON THE SHOULDER (IF PRACTICAL), VEHICLE \*2 IN THE CLOSED LANE, AND VEHICLE \*3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 60° X 30° IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCO.
- 8. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

#### MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

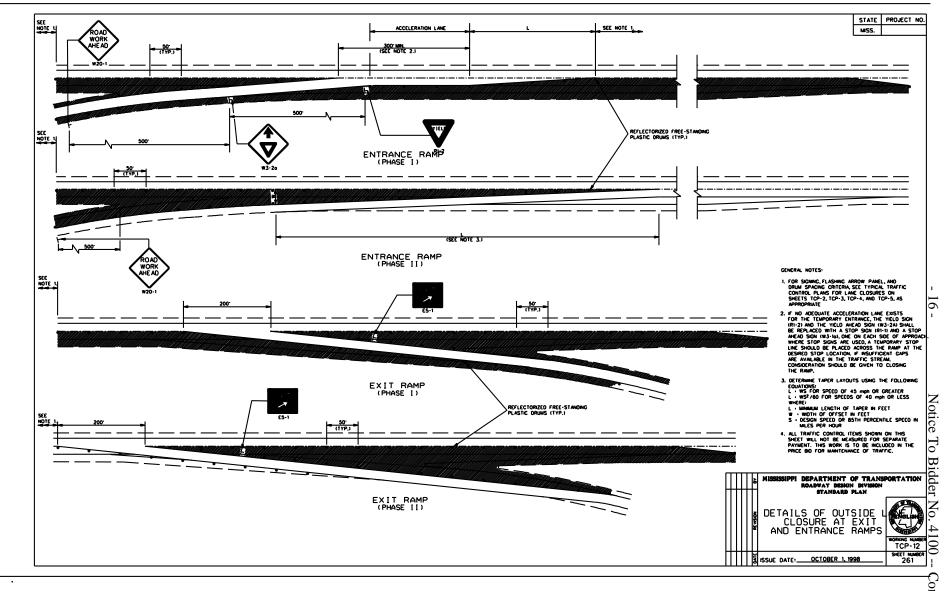
  I MEDIE PRACTICAL AND WHEN MEDED, THE WORK AND PROTECTION VEHICLES
  I MEDIE PRACTICAL AND WHEN MEDIES, THE WORK AND PROTECT TO PASS. IF THIS CAN
  NOT BE DONE FREQUENTLY, AS AN ALTERNATURE, A "OD NOT PASS" SIGN MAY BE
  PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LAME.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT IRRING TIME, AND OTHER RACTORS, PROTECTION VEHICLES ARE USED TO WARN IRAFIC OF THE OPERATION AMEAD, WHENEVER ABDOLATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MAINTAIN THE MINIMAND DISTANCE AND PROCEDED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURNES THAT RESTRICT SIGHT DISTANCE.
- 3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS AND THE PROTECTION. THE WORK VEHICLE SHALL BE EQUIPPED WITH THE MICE STATE OF PROTECTION VEHICLES SHALL BE EQUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SIGN, PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAYEMENT, SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

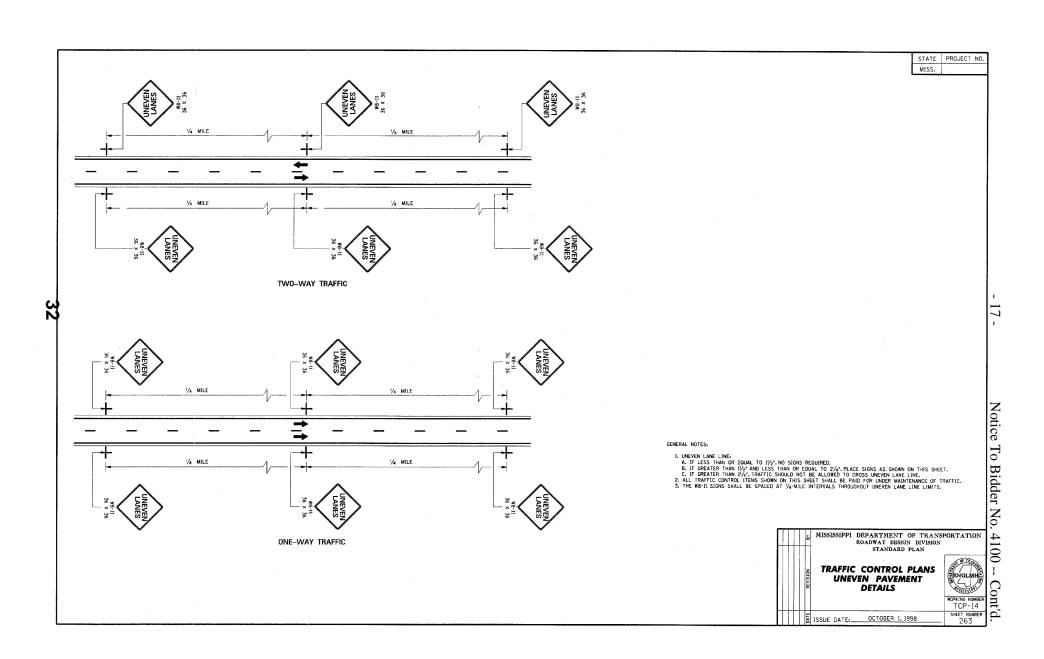


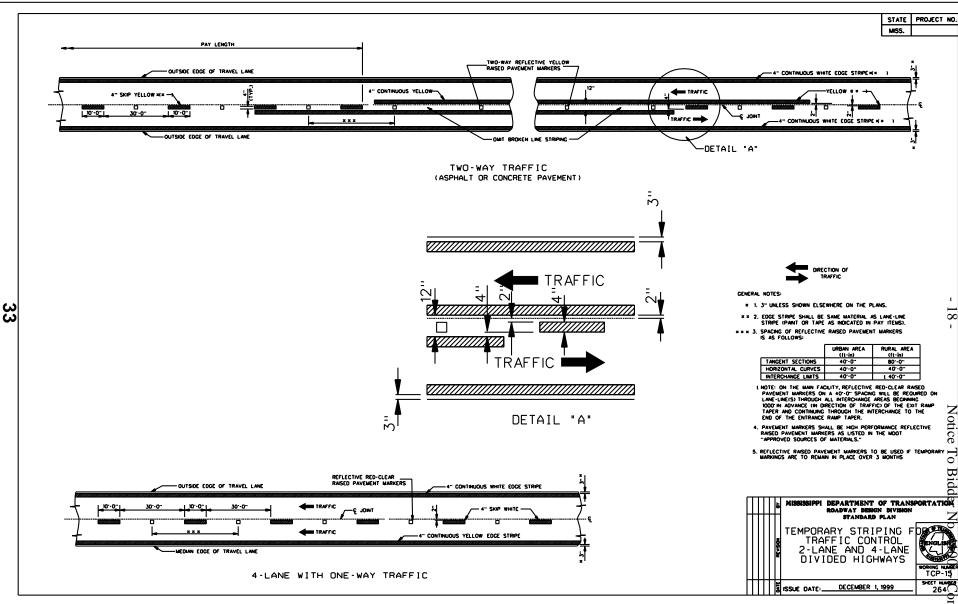
**MULTILANE ROADS** AND TWO-LANE ROADS

TE ISSUE DATE: OCTOBER 1, 1998

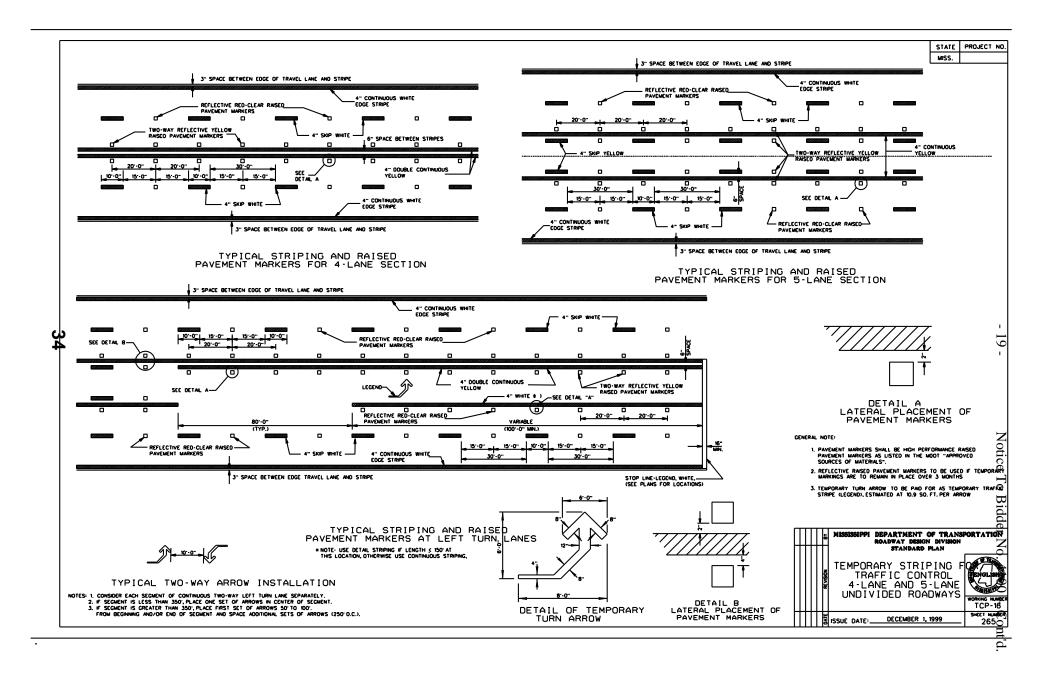








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SECTION 904 - NOTICE TO BIDDERS NO. 4181 CODE: (SP)

**DATE:** 3/20/2013

**SUBJECT:** Contract Time

PROJECT: MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302 –

**Carroll & Grenada Counties** 

The calendar date for completion of work to be performed by the Contractor for this project will be determined as follows, 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>May 14, 2013</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be between <u>Execution of Contract and July 11, 2013</u>.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time date between the date of **Execution of Contract and July 11, 2013**.

The calendar date for completion of work will be determined by adding **28 Calendar Days** to the effective date of the Notice to Proceed / Beginning of Contract Time.

Should the Contractor not request a Notice to Proceed by <u>July 11, 2013</u>, the date for the Notice to Proceed / Beginning of Contract Time will be <u>July 11, 2013</u>.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 4182

**DATE:** 3/20/2012

SUBJECT: SCOPE OF WORK

PROJECT: MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302 –

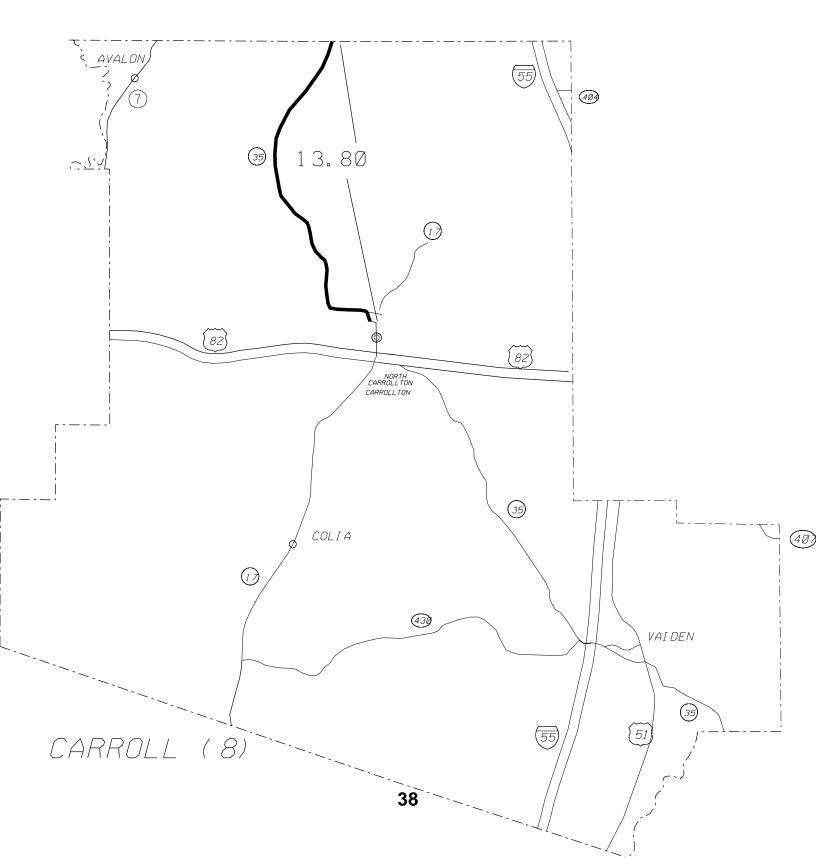
**Carroll & Grenada Counties** 

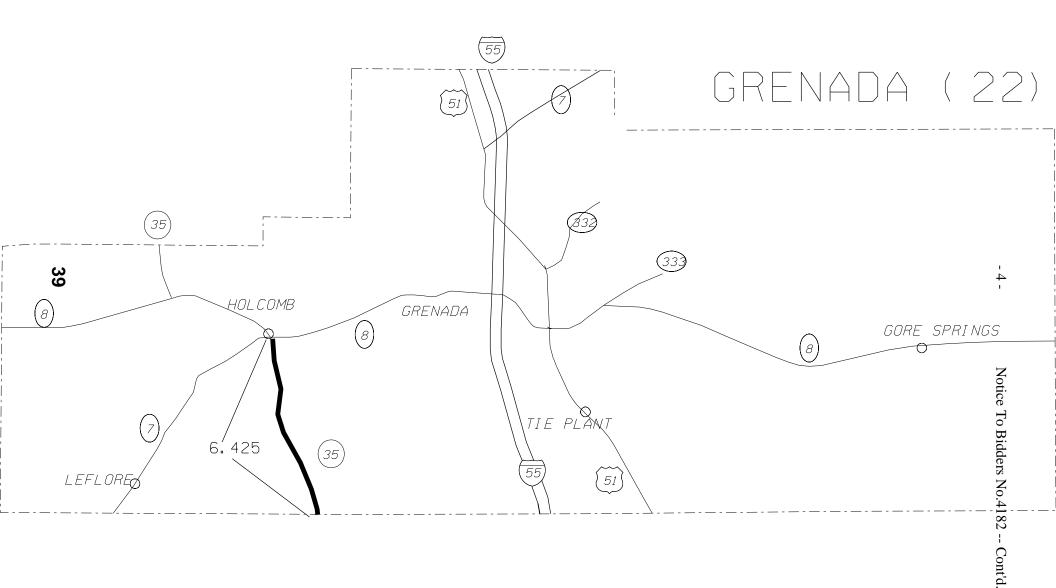
The contract documents do not include an official set of construction plans but may, by reference; include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings". All other references to plans in the contract documents and Standard Specifications for Road and Bridge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

The work to be accomplished using the Pay items and corresponding specifications set forth in this contract is to place a single Chip Seal Bituminous Surface Treatment.

- 1. Brooming, or other approved method of cleaning the existing asphalt roadway prior to placing seal material (CRS-2P).
- 2. The existing raised pavement markers and rumble bars shall be removed before the seal is placed. Any damage occurring to the existing pavement during removal of these items shall be repaired before seal is placed. There will be no direct payment for this work, but the cost shall be absorbed in other bid items.
- 3. Contractor shall place "Loose Rock" signs called for in Special Provision 907-410-7.
- 4. Placement of seal material (CRS-2P) (Contractor Furnished) shall be per Special Provision 907-410-7, or as directed by the Project Engineer.
- 5. Size #89 stone (Contractor Furnished) shall be placed per Special Provision 907-410-7. This includes the loading, transporting, and placement of the seal aggregate.
- 6. Seal material and seal aggregate shall not be placed on existing rumble strips.
- 7. The Contractor shall provide all signs and traffic control devices necessary to safely maintain traffic around and through the work zone areas, with a MAXIMUM permissible construction zone of three thousand (3000) feet, or as directed by the Engineer. The Engineer may also reduce the length of the construction zone and require the use of a "pilot vehicle". Signing for lane closures, in accordance with the Standard Drawings, shall be the responsibility of the Contractor.
- 8. Advanced construction signs, NO PASSING, DO NOT PASS, and PASS WITH CARE signs will be installed and maintained by contractor.

- 9. Placement of Chip Seal Reflective Markers shall be at a spacing of 40 feet along the centerline in curves and 80 feet along the centerline in tangents of the seal routes.
- 10. Final brooming of excess seal aggregate material shall be per Special Provision 907-410-7.
- 11. The Contractor shall be responsible for furnishing and placing High Performance Raised Pavement Markers (HPRPMs) (Two-Way Yellow) on all seal routes after stripe is placed by MDOT forces. HPRPMs will be placed in accordance with Section 627 of the Standard Specifications.
- 12. Payment for the bituminous surface treatment will be made under Pay Item No. 907-410-A Asphalt for Surface Treatment, Grade CRS-2P and 907-410-C Seal Aggregate Cover Material, Size 89, Limestone.
- 13. Before placing seal, the temperature shall meet the minimum requirements of Special Provision 907-410-7 and rising, and no threat of rain in the forecast for that day and night as directed by the Project Engineer.
- 14. Stone for chipseal will be provided by the Contractor. If the Contractor wishes to stockpile stone on MDOT ROW, the location of stockpile must be approved by the Project Engineer. Stone will be inspected for cleanliness prior to application to comply with Subsection 703.14.2.3 of the Mississippi Standard Specifications for Road and Bridge Construction 2004 Edition.
- 15. If pavement section marking tape is encountered on this project, it shall be located prior to seal coat application and placed back in same location after chip seal operations have ceased. The section marking shall be eight inch high performance cold plastic detail stripe and shall be four feet in length. The marking shall be centered across centerline stripe. The cost of this item shall be absorbed in other bid items.





CODE: (IS)

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

**DATE:** 11/05/2008

**SUBJECT:** Definitions

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

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

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

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

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

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

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

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

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

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

DATE: 10/25/2012

**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 <a href="www.goMDOT.com">www.goMDOT.com</a>. 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. The bidder's bid data shall be saved on the MDOT-supplied USB Flash Drive and submitted with the bid. Failure to return the USB Flash Drive with bid data will result in an irregular bid.

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, <a href="www.gomdot.com">www.gomdot.com</a>. 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.

CODE: (IS)

SPECIAL PROVISION NO. 907-102-8

**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, <a href="www.gomdot.com">www.gomdot.com</a>.

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.

CODE: (SP)

SPECIAL PROVISION NO. 907-103-8

DATE: 12/15/2009

**SUBJECT:** Award and Execution of Contract

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

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

## 907-103.05--Contract Bonds.

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

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

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

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

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

CODE: (SP)

### SPECIAL PROVISION NO. 907-104-4

**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>. Before the first sentence Subsection 105.14 on page 39, add the following:

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.

CODE: (IS)

SPECIAL PROVISION NO. 907-105-6

**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.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-9

**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.

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

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

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

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

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

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

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

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

### Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.
- (b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

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

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

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

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

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-24

**DATE:** 11/13/2012

**SUBJECT: Prosecution and Progress** 

Before the first sentence of the second paragraph after the Table of Anticipated Productive Days in Subsection 907-108.06.2.2 on page 3, add the following.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Before Subsection 907-108.10 on page 5, add the following.

<u>907-108.07--Failure to Complete the Work on Time</u>. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

## Schedule of Deductions for Each Day of Overrun in Contract Time

Original Con	tract Amount	Daily Charge
From More Than	To and Including	Per Calendar Day
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000		3,500

CODE: (SP)

SPECIAL PROVISION NO. 907-108-24

**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.

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

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

<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.

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

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

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.

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

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

than is indicated by the money value.

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

<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.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

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

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 the 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.

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.

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.

CODE: (IS)

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

**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 Quantities.</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.

### 907-109.06--Partial Payment.

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

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

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

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

CODE: (SP)

#### SPECIAL PROVISION NO. 907-410-7

**DATE:** 03/27/2013

**SUBJECT:** Bituminous Surface Treatments

Section 410, Bituminous Surface Treatment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-410.03-Construction Requirements.</u> Add the following before Subsection 410.03.1 on Page 286.

The attached sign drawings shall be used during sealing operations. Prior to any sealing operation, the rectangular "Loose Rock" signs shall be installed and remain in place until all sealing operations are complete. Prior to any daily sealing operation, the portable "Loose Rock" signs shall be installed in accordance with the attached drawings. Portable signs shall be installed and remain in place on a daily basis in the active sealing area. Payment for signs shown on the sign detail drawings shall be made under 618-A, Maintenance of Traffic.

<u>907-410.03.2--Seasonal and Weather Limitations.</u> Delete the first sentence of the first paragraph of Subsection 410.03.2 on page 287, and substitute the following.

Emulsified asphalt and cut-back asphalt shall be applied only when both the air and pavement temperatures are above 70°F.

Delete subparagraph (a) of Subsection 410.03.2 on page 287, and substitute the following.

(a) The air and pavement temperature is 70°F or higher

<u>907-410.03.3.4--Power Rollers</u>. Delete the first paragraph of Subsection 410.03.3.4 on page 288 and substitute the following.

Steel-wheel rollers will not be allowed.

**907-410.03.5--Application of Bituminous Material.** Delete the third paragraph of Subsection 410.03.5 on page 289, add the following.

Emulsified asphalt material shall be applied with a pressure distributor at the specified rate, and at a temperature of 120° to 150°F. All other bituminous material shall be applied with a pressure distributor at the temperature range set out in Subsection 702.11. It shall be uniformly applied full width in one operation unless the Engineer permits it to be applied in narrower widths.

The application rate of the bituminous material shall result in complete and uniform coverage of

the pavement receiving the bituminous surface treatment. If the application of the bituminous material does not result in complete coverage, the Contractor shall cease operations and adjust the distributor bar height and/or nozzle(s) such that complete coverage is attained. At a minimum, the application rate of the Bituminous Material should be verified daily by the Department.

The optimum application rate of bituminous material is dependent on the chosen seal aggregate gradation as well as the condition of the pavement in which the bituminous surface treatment is to be applied. The application rate of the bituminous material may be adjusted by the Engineer based on field conditions at the time of construction. Following are target application rates for bituminous material.

Seal Aggregate Gradation	Bituminous Material	Target Application Rate (gal/yd²)	Tolerance
Size No. 7	AC	0.28	<u>+</u> 0.03
Size No. 8 or 89	AC	0.23	<u>+0</u> .03
Size No. 7	Emulsified Asphalt	0.38	<u>+</u> 0.03
Size No. 8 or 89	Emulsified Asphalt	0.35	<u>+</u> 0.03

Note: Emulsified Asphalt shall not be diluted. A sample of emulsified asphalt should be obtained from the Contractor's distributor on the first day of production and thereafter at a frequency not to exceed 1 sample per 50,000 gallons. Because the time between sampling of the emulsified asphalt and the testing of the material can affect the test results, samples should be sent to the MDOT Central Lab for testing as soon as possible.

#### 907-410.03.6--Application of Cover Coat Material.

<u>907-410.03.6.1--General.</u> Delete the third paragraph of Subsection 410.03.6.1 on page 290 and substitute the following.

The application rate of cover aggregate shall be within the following range.

Size 7 Slag, Stone, Gravel or Expanded Clay =  $0.30 \pm 0.02 \text{ ft}^3 / \text{yd}^2$ Size 8 Expanded Clay =  $0.25 \pm 0.02 \text{ ft}^3 / \text{yd}^2$ Size 89 Slag, Stone, or Gravel =  $0.25 \pm 0.02 \text{ ft}^3 / \text{yd}^2$ 

During the first day of production and at least once a week thereafter, the application rate of the seal aggregate shall be verified by the Department to assure that the appropriate application rate of the seal aggregate is applied. The rate can be verified by placing a tarp of at least 1.0 yd² area on the roadway surface. After allowing the seal aggregate spreader to pass over the tarp, the aggregate on the tarp should be collected and weighed to determine the weight of aggregate. The measured weight should then be compared to the target weight calculated using the following formula.

$$W = (G_{sb})(U_w)(R)(A)$$

Where:

W =target weight of aggregate in lbs.  $G_{sb} =$ bulk specific gravity of aggregate

 $U_w = \text{Unit weight of water at } 70^{\circ}\text{F} = 62.3 \text{ lbs./ft}^3$ 

 $R = target application rate in ft^3/yd^2$ 

 $A = area of tarp in yd^2$ 

 $G_{sb}$  for gravel = 2.650  $G_{sb}$  for limestone = 2.750

Note: Bulk specific gravities of expanded clay and steel slag should be obtained from the seal aggregate supplier.

Upon determining the target weight, it should be compared to the actual measured weight. If the difference in the target weight and the actual measured weight is over 3.5 pounds, the seal aggregate distributor should be adjusted such that the spread rate is within the above tolerance. The above procedure shall be repeated until the spread rate is within the allowable tolerance.

If at any point during production, excessive seal aggregate is noted, the seal aggregate application rate should be verified and the spread rate adjusted. The intent is to minimize the amount of excess seal aggregate. Excess seal aggregate removed from the roadway surface after brooming shall be removed from the job site and should not be reused in the seal aggregate operation.

The dry aggregate shall be spread uniformly to cover the bituminous material with the quantity of mineral aggregate specified by the Engineer. All deficient areas shall be covered by additional material. All excess cover material shall be removed from the surface and stockpiled or used as directed.

Delete Subsection 410.03.7 on page 291 and substitute the following.

<u>907-410.03.7--Opening to Traffic.</u> Unless otherwise advised, the Contractor's operations shall be schedule such that all lanes of traffic are open to the traveling public at the end of each day. Considering time needed for curing and preparation prior to opening traffic, the Contractor should not apply bituminous material two (2) hours before dusk, or longer, to allow sufficient time for bonding of the aggregates.

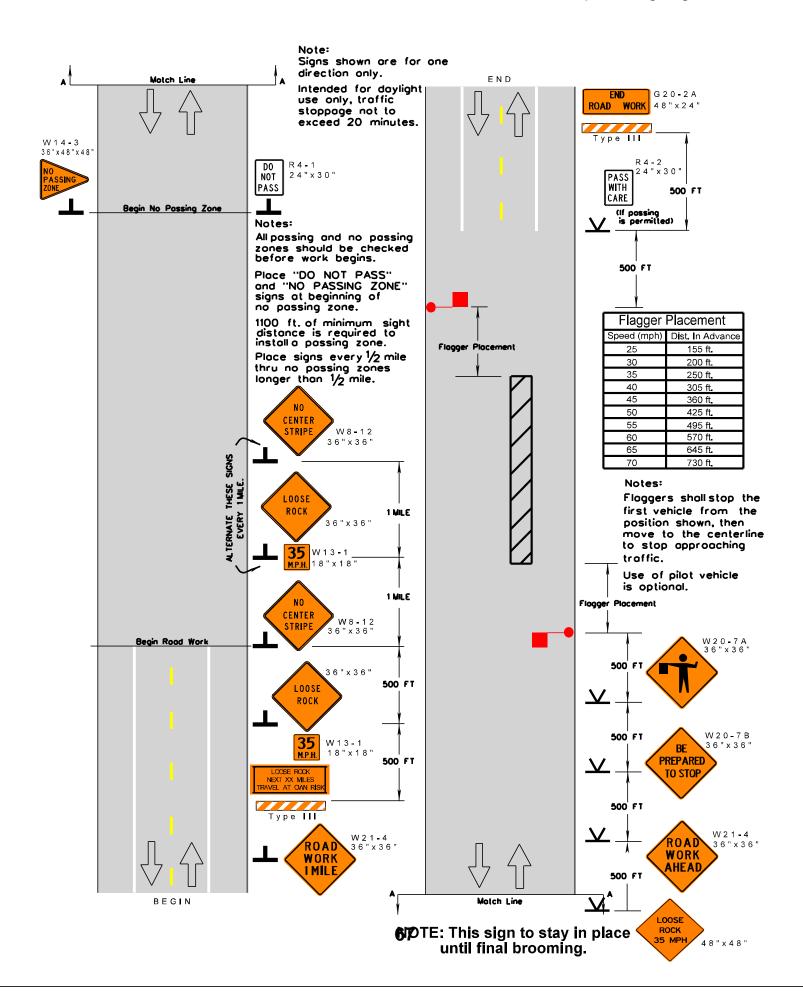
After the surface treatment has been rolled and the bituminous material has cured a minimum of one (1) hour, or longer if necessary to sufficiently hold the aggregate in place, the Contractor shall perform an initial brooming operation consisting of lightly sweeping excess aggregate material from the surface. After the roadway has been swept, public traffic will be allowed on the roadway. Immediately the next morning, a final brooming shall be performed to remove any remaining excess aggregate material from the previous day's seal operation.

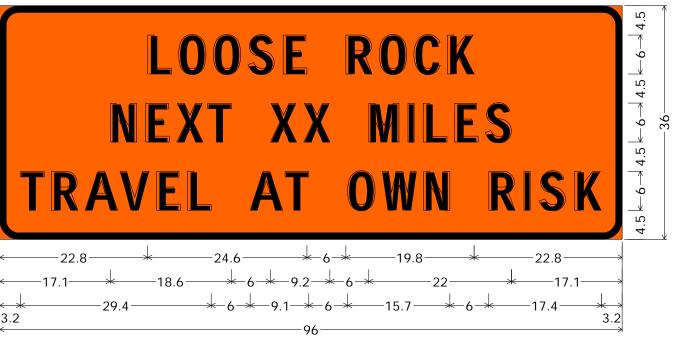
**907-410.05--Basis of Payment**. Add the "907" prefix to the pay items listed on page 292.

In Table 410-A at the end of Section 410 on page 293, delete the bituminous material application rates for Single Surface Treatments using Size 7, 8, or 89 seal aggregates.

Also in Table 410-A at the end of Section 410 on page 293, delete the seal aggregate application rate for Single Surface Treatment using Size 7, 8, or 89 seal aggregates.

### **Chip Seal Signing Plan**



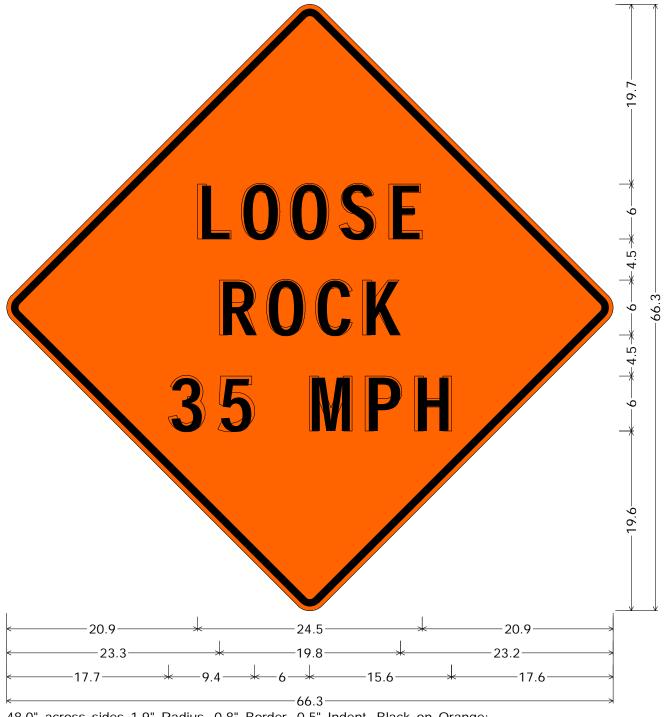


3.0" Radius, 1.0" Border, Black on Orange;

"LOOSE ROCK" D; "NEXT XX MILES" D; "TRAVEL AT OWN RISK" D;

Table of letter and object lefts.

<b>L</b> 22.8	<b>0</b> 27.6	<b>0</b> 33		-	<b>E</b> 43.	<b>R</b> 7 53	3.4	<b>0</b> 58.5	<b>C</b> 63	.9	<b>K</b> 69.	0						
<b>N</b> 17.1	<b>E</b> 22.5	<b>X</b> 27.	3	<b>T</b> 32.1	<b>X</b> 41.7	<b>X</b> 46.	.9 5		<b>I</b> 63.	0	<b>L</b> 65.3	<b>E</b> 70	.1	<b>\$</b> 74.	9			
<b>T</b> 3.2	<b>R</b> 8.0 1		<b>V</b> 18	.6 <b>E</b>	4.2		<b>A</b> 38.	6 4		<b>0</b> 53		<b>N</b> 59.0	<b>N</b>		<b>R</b> 75.4	<b>I</b> 80.9	<b>\$</b> 83.2	<b>K</b> 88.6



 $48.0\ensuremath{^{"}}$  across sides 1.9\ensuremath{^{"}} Radius, 0.8\ensuremath{^{"}} Border, 0.5\ensuremath{^{"}} Indent, Black on Orange;

"LOOSE" D; "ROCK" D; "35 MPH" D;

Table of letter and object lefts.

L	0	0	S	E
20.9	25.7	31.0	36.4	41.8
R	0	С	K	
23.3	28.4	33.8	38.9	
3	5	M	P	Н
17.7	23.1	33.1	39.2	44.6

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

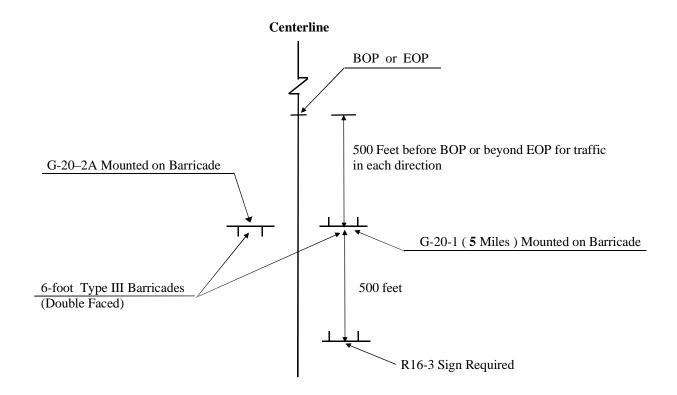
**DATE:** 03/27/2013

PROJECT: MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302 -

**Carroll & Grenada Counties** 

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

Additional signs will be required as follows.



#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

#### **Carroll County**

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

- 2 -

- 155 R4-1 "DO NOT PASS" signs required.
- 34 R4-2 "PASS WITH CARE" signs required.
- **34** W14-3 "NO PASSING ZONE" signs required.
- 9 R16-3 "SPEEDING FINES DOUBLED" signs required.

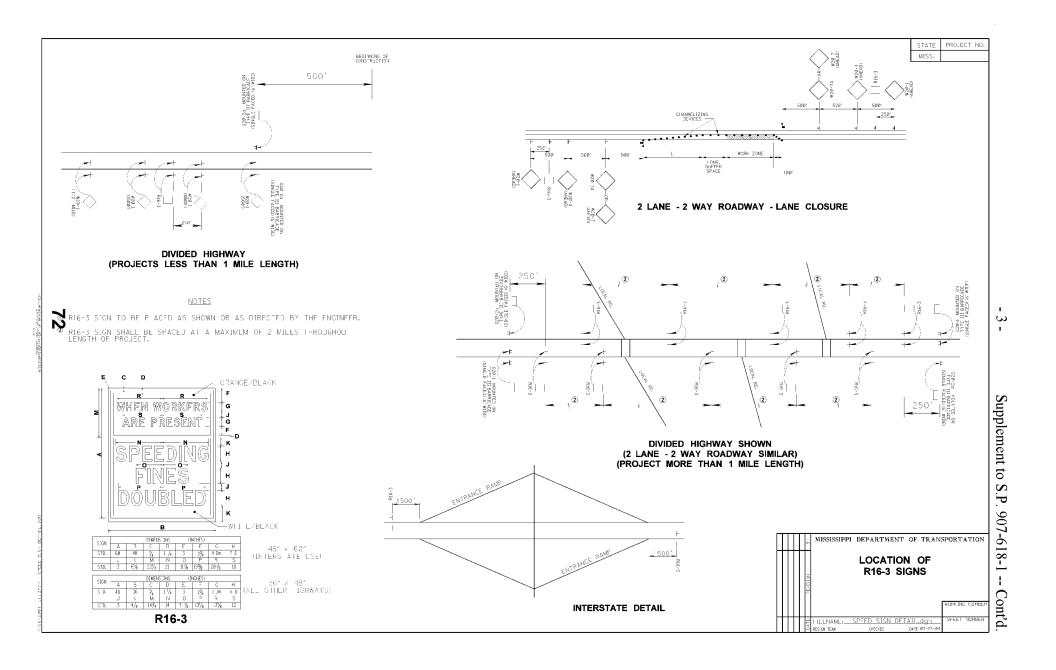
#### **Grenada County**

- <u>12</u> W20-1 "AHEAD" signs required. One (1) W20-1 "AHEAD" sign is required at each local road or street entering the project.
- 35 R4-1 "DO NOT PASS" signs required.
- 20 R4-2 "PASS WITH CARE" signs required.
- **20** W14-3 "NO PASSING ZONE" signs required.
- 5 R16-3 "SPEEDING FINES DOUBLED" signs required.

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE", and W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3, this drawing, and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, additional "DO NOT PASS" signs shall be installed.

R16-3 signs shall be spaced in accordance with sheet titled "Location of R16-3 Signs".

All Construction signing is included in the bid for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R16-3, R4-1 and R4-2 signs which shall be black legend and border on white background.



#### MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

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

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.

#### SECTION 905 - PROPOSAL

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

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

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

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

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

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

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

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

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

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

#### SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Respectfully Submitted

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

Revised 11/24/2008

The following is my (our) itemized proposal.

Chip Seal on SR 35, known as State Project No. MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302 in Carroll and Grenada Counties.

Line	Item Code	Adj	Quantity	Units	Description [Fixed Unit Price]	
No.		Code		Roadway Items		
0010	618-A001		1	Lump Sum	Maintenance of Traffic	
0020	618-B001		2	Square Feet	Additional Construction Signs [\$10.00]	
0030	620-A001		1	Lump Sum	Mobilization	
0040	627-H001		1,853	Each	Chip Seal Reflective Raised Markers. Two-Way Yellow	
0050	627-L001		1,853	Each	Two-Way Yellow Reflective High Performance Raised Markers	
0060	907-410-A001	(A2	) 123,266	Gallon	Asphalt for Surface Treatment, Grade CRS-2P	
0070	907-410-C007	(GY	) 3,217	Cubic Yard	Seal Aggregate Cover Material, Size 89, Limestone	

# **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.	<u>County</u>
1			6	
2			7	
3			8	
4			9	
5			10	

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

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9.					
10.					
C. If option (c) has been selected	ed, then initial ar	nd compl	ete one of the following	ng, go to II. and sign Co	ombination Bid Proposal.
I (We) desire to be awarded work not to exceed a total monetary value of \$					
I (We) desire to be awarded work not to exceed number of contracts.					
It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.					
It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.					
I (We), the undersigned, agree to complete each contract on or before its specified completion date.					
SIGNED					

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

#### **CERTIFICATE**

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

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

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

By \_\_\_\_\_

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

I,
(Name of person signing certification)
individually, and in my capacity as of
(Title)
do hereby certify under
(Name of Firm, Partnership, or Corporation)
penalty of perjury under the laws of the United States and the State of Mississippi that
, Bidder
(Name of Firm, Partnership, or Corporation)
on Project No. MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302
in <u>Carroll &amp; Grenada</u> County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.
Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
Initial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.
Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.
All of the foregoing and attachments (when indicated) is true and correct.
Executed on
Signature
(5/29/2008S)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

I,
(Name of person signing certification)
individually, and in my capacity as of
(Title)
do hereby certify under
(Name of Firm, Partnership, or Corporation)
penalty of perjury under the laws of the United States and the State of Mississippi that
, Bidder
(Name of Firm, Partnership, or Corporation)
on Project No. MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302
in <u>Carroll &amp; Grenada</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)

S E C T I O N 9 0 2
CONTRACT FOR MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302
LOCATED IN THE COUNTY(IES) OF Carroll & Grenada
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.

		W	itness	our signatures	this the	_ day of,		
Contractor (s) By						MISSISSIPPI TRANSPORTATION COMMISSION		
						THIS IS IN THE TOTAL COMMISSION		
TitleSigned and sealed in the presence of: (names and addresses of witnesses)				e of:		Executive Director		
Award	authorized	hv	the	Mississinni	Transportatio	Secretary to the Commission  n Commission in session on the day of		
		-			_	Page No		
	8/06/2003			,				

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

CONTRACT BOND FOR: MP-2035-08(006) & MP-2035-22(002) / 304602301 & 302	
LOCATED IN THE COUNTY(IES) OF: Carroll & Grenada	
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that we,	
( Contractor )	
Principal, a	
residing at in the State of	
and( Surety )	
residing at in the State of	
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly be	
unto the State of Mississippi in the sum of	
(\$) Dollars, lawful money of the United States of America, to be	paid
to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors	s, or
assigns jointly and severally by these presents.	
Signed and sealed this the day of A.D	
The conditions of this bond are such, that whereas the said	
principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the dat	e of
day of A.D hereto annexed, for the construction of certain projec	ts(s)
in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefore	on
file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.	
Now therefore, if the above bounden	
in all things shall stand to and abide by and well and truly obse	
do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said cont contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in	
manner and form and furnish all of the material and equipment specified in said contract in strict accordance	
the terms of said contract which said plans, specifications and special provisions are included in and form a pa	rt of
said contract and shall maintain the said work contemplated until its final completion and acceptance as specific Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commis	
from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fr	
or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employed	

## **SECTION 903 - CONTINUED**

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

Witness our signatures and seals this the	day of A.D
(Contractors) Principal	Surety
Ву	By
	(Signature) Attorney in Fact
	Address
Title(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number



# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we		
	Contractor Address	
as Principal, hereinafter called the Principal, and	Surety	
a corporation duly organized under the laws of the state of	·	
as Surety, hereinafter called the Surety, are held and firmly		Jackson, Mississippi
As Obligee, hereinafter called Obligee, in the sum of <b>Five</b>	e Per Cent (5%) of Amount Bid	
	Dollars (\$	)
for the payment of which sum will and truly to be ma executors, administrators, successors and assigns, jointly a	de, the said Principal and said Suret and severally, firmly by these presents.	y, bind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for Chip S MP-2035-22(002) / 304602301 & 302 in Carroll and Gr		ect No. MP-2035-08(006) &
NOW THEREFORE, the condition of this obligation is su said Principal will, within the time required, enter into a performance of the terms and conditions of the contract, will pay unto the Obligee the difference in money betwee which the Obligee legally contracts with another party to principal in no event shall liability hereunder exceed the penal sum.  Signed and sealed this day of	formal contract and give a good and then this obligation to be void; otherwen the amount of the bid of the said perform the work if the latter amount be hereof.	sufficient bond to secure the wise the Principal and Surety Principal and the amount for
	(Princip	pal) (Seal)
(Witness)	By:(Name)	(Title)
	(Suret	y) (Seal)
	Ву:	
(Witness)	(Attorney-i	n-Fact)
	MS Agent	
	Mississippi Insurance ID Number	