| MDOT Use Only |  |  |  |  |
|---------------|--|--|--|--|
| Checked       |  |  |  |  |
| Loaded        |  |  |  |  |
| Keyed         |  |  |  |  |



11 -

SM No. CMP6000002461

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

11

Level and Seal Various Routes throughout the District, known as State Project No. MP-6000-00(246) / 305225301 in District 6. Project Completion: October 17, 2014

## STATE DELEGATED

## 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 905--PROPOSAL has been completed.
- \_\_\_\_\_ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- \_\_\_\_\_ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 PROPOSAL.
- \_\_\_\_\_ Form OCR-485, when required by contract, has been completed and <u>signed</u>.
- \_\_\_\_\_ The last sheet of the Expedite bid sheets of SECTION 905--PROPOSAL has been <u>signed</u>.
- Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- Equal Opportunity Clause Certification, when included in contract, has been completed and <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</u> <u>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.

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

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

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|                       | Federal Bridge Formula - # 1928                                 |
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|                       | Alternate Åsphalt Mixture Bid Items - # 3039                    |
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- 907-101-4: Definitions
- 907-102-10: Bidding Requirements and Conditions
- 907-103-8: Award and Execution of Contract
- 907-104-5: Scope of Work
- 907-105-7: Control of Work, <u>W/ Supplement</u>
- 907-107-13: Legal Relations & Responsibility to Public
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- 907-403-4: Hot Mix Asphalt (HMA), <u>W/ Supplement</u>
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- 907-407-1: Tack Coat
- 907-410-7: Bituminous Surface Treatment
- 907-618-1: Additional Signing Requirements
- 907-702-3: Polyphosphoric Acid (PPA) Modification of Petroleum Asphalt Cement
- 907-702-4: Polymer Modified Cationic Emulsified Asphalt
- 907-703-11: Aggregates

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

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

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

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until <u>10:00 o'clock A.M.</u>, <u>Wednesday, May 28, 2014</u>, and shortly thereafter publicly opened on the Sixth Floor for:

Level and Seal Various Routes throughout the District, known as State Project No. MP-6000-00(246)/305225301 in District 6.

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

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

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

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

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

CODE: (IS)

#### DATE: 05/03/2004

#### **SUBJECT:** Governing Specifications

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

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

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

### SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

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

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#### SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

#### SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration 400 7<sup>th</sup> Street, SW Washington, DC 20590 (202) 366-2212

or

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

#### **SECTION 904 - NOTICE TO BIDDERS NO. 2937**

CODE: (SP)

DATE: 01/11/2010

#### SUBJECT: Reduced Speed Limit Signs

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

#### **SECTION 904 - NOTICE TO BIDDERS NO. 3039**

CODE: (SP)

DATE: 03/23/2010

#### SUBJECT: Alternate Asphalt Mixture Bid Items

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

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

CODE: (SP)

DATE: 10/04/2011

#### **SUBJECT:** Type III Barricade Rails

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

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

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

http://safety.fhwa.dot.gov/roadway\_dept/policy\_guide/road\_hardware/wzd/

#### SECTION 904 - NOTICE TO BIDDERS NO. 3893

CODE: (SP)

#### DATE: 04/10/2012

#### **SUBJECT:** Petroleum Products Base Prices

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

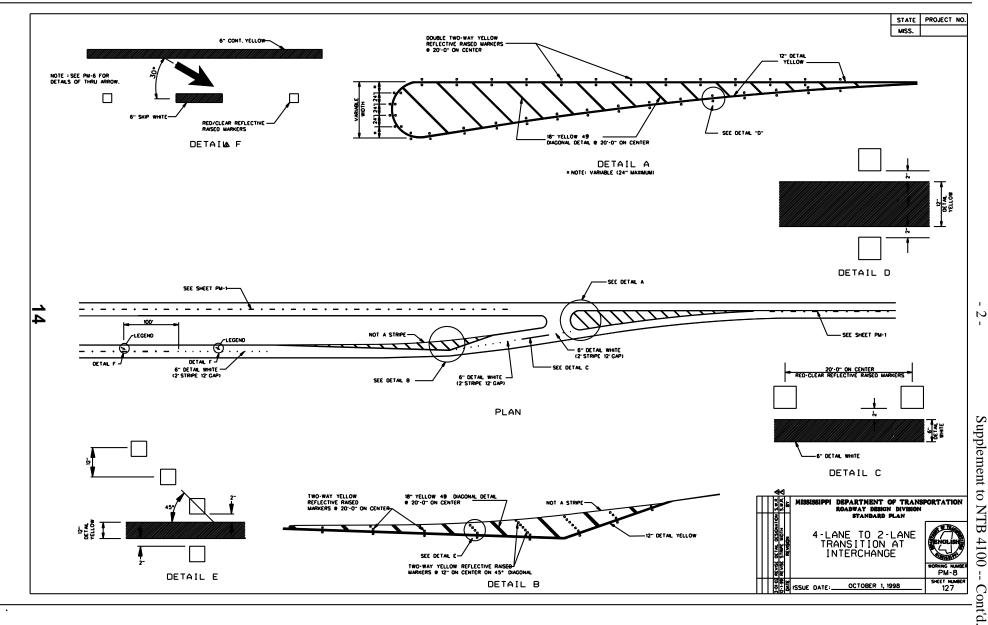
Monthly Petroleum Products Base Prices can be viewed at:

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

## SUPPLEMENT TO NOTICE TO BIDDERS NO. 4100

## DATE: 04/02/2014

After the last drawing on page 19, add the following:



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

CODE: (SP)

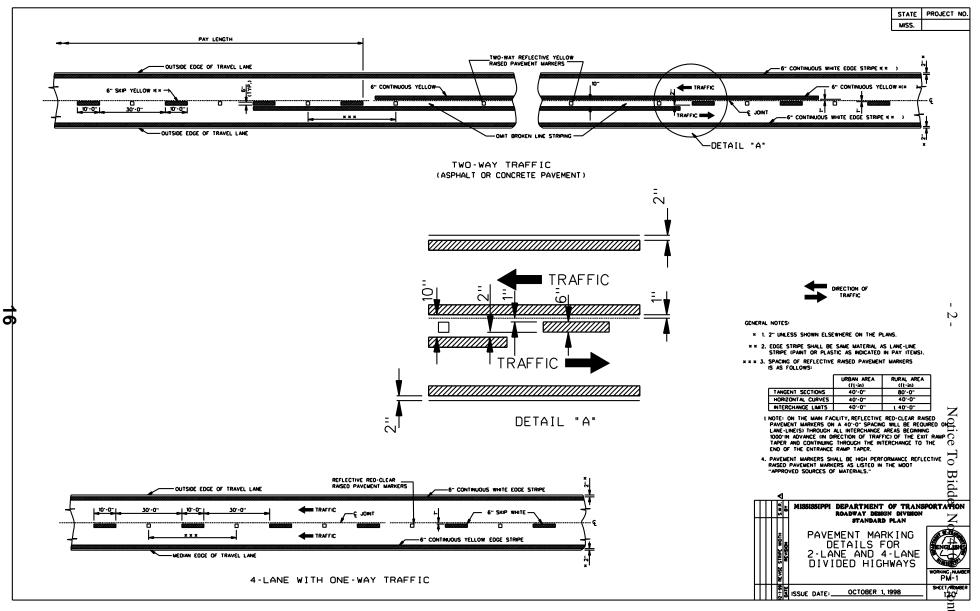
DATE: 09/05/2012

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

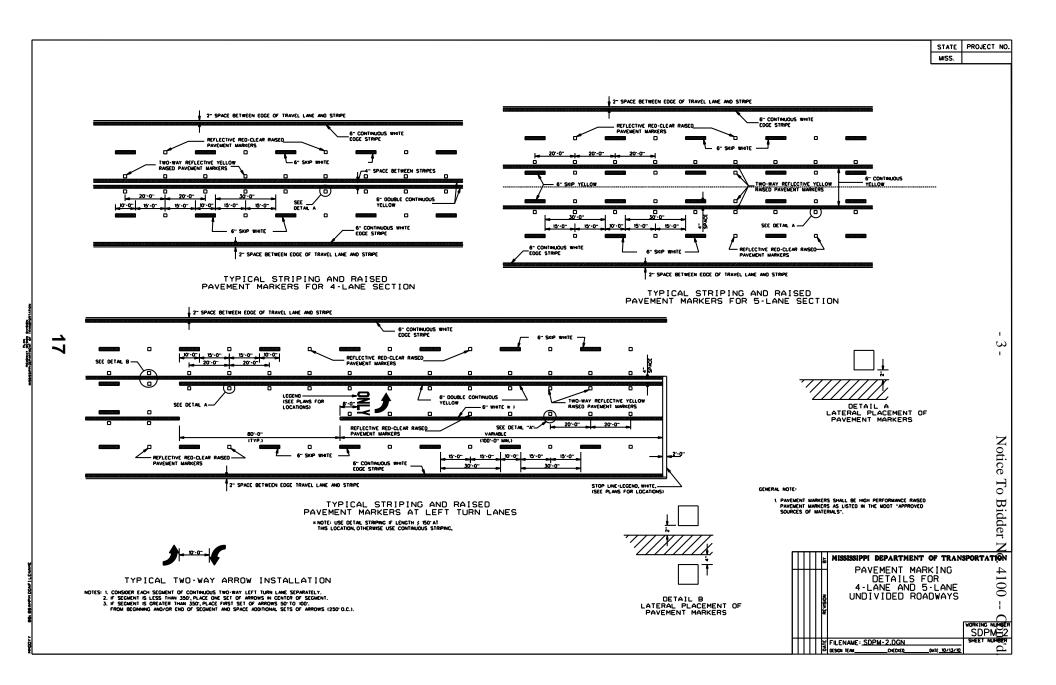
Standard Drawings attached hereto shall govern appropriate items of required work.

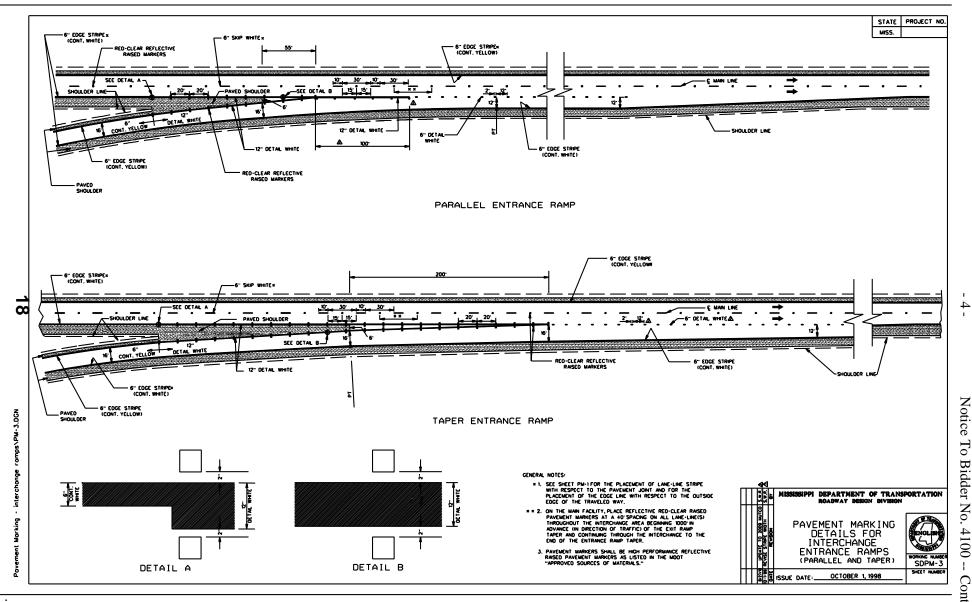
Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461 or e-mail: <u>plans@mdot.state.ms.us</u>



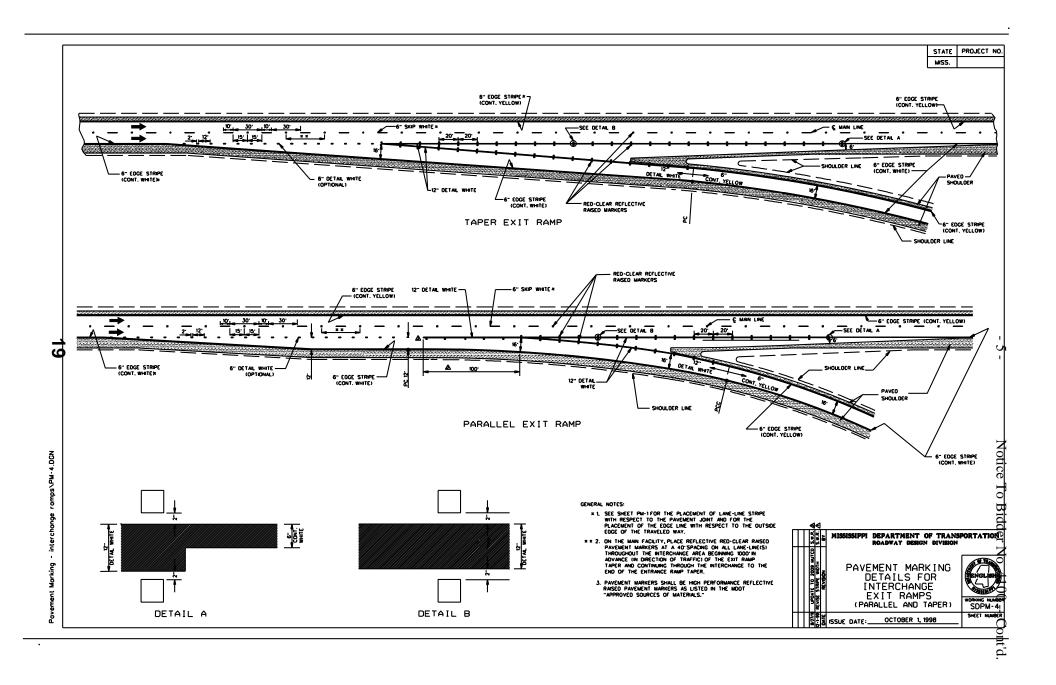
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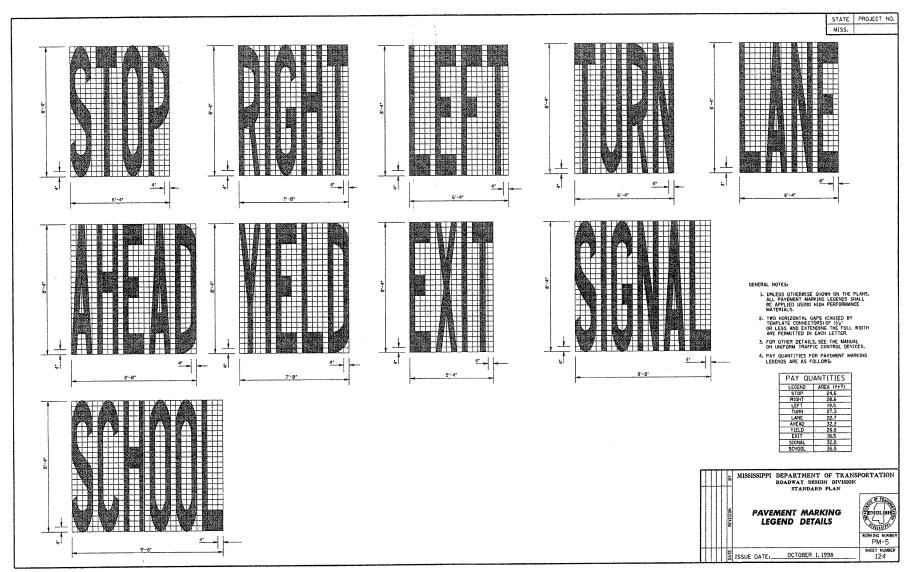




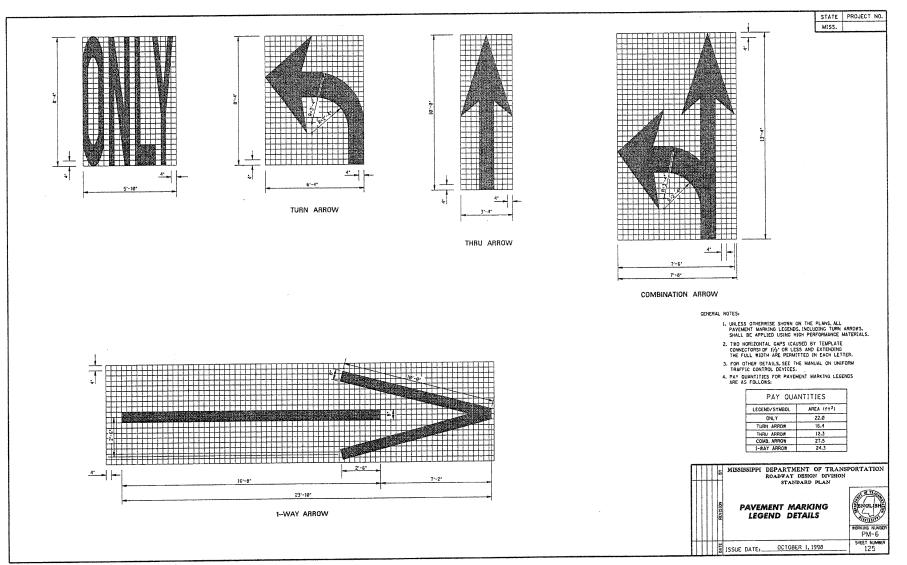
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To Bidder No. 4100 ł Cont'd.



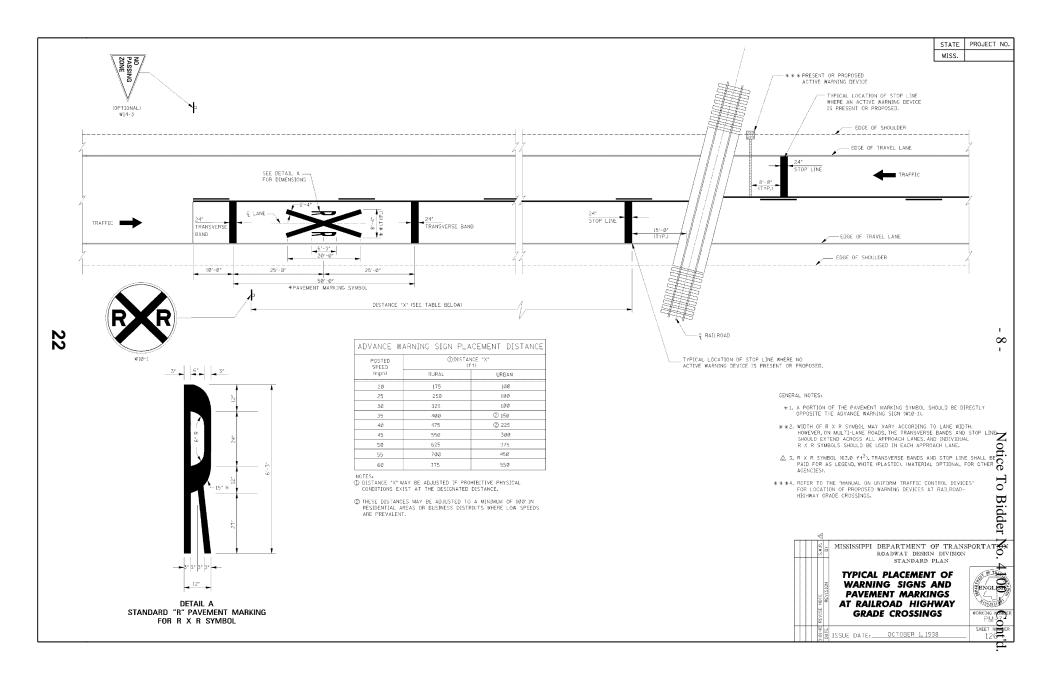


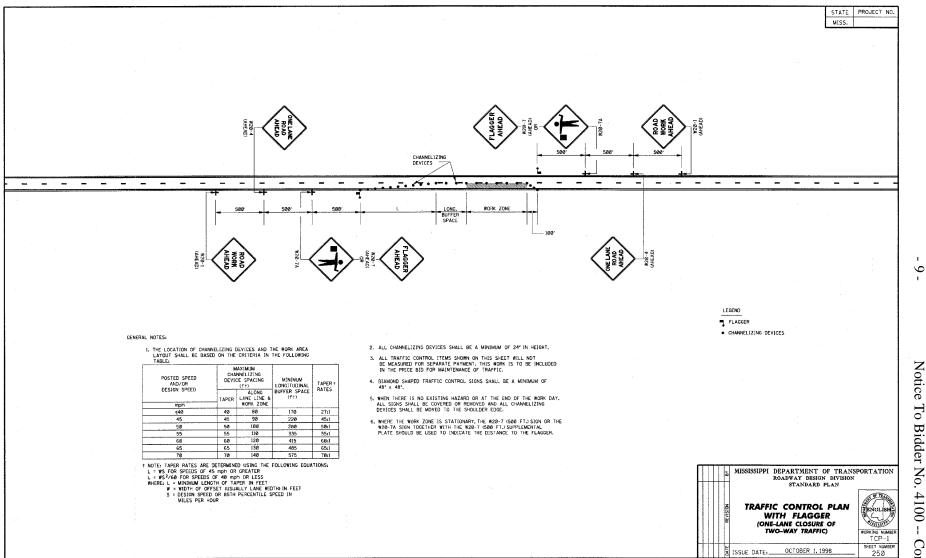
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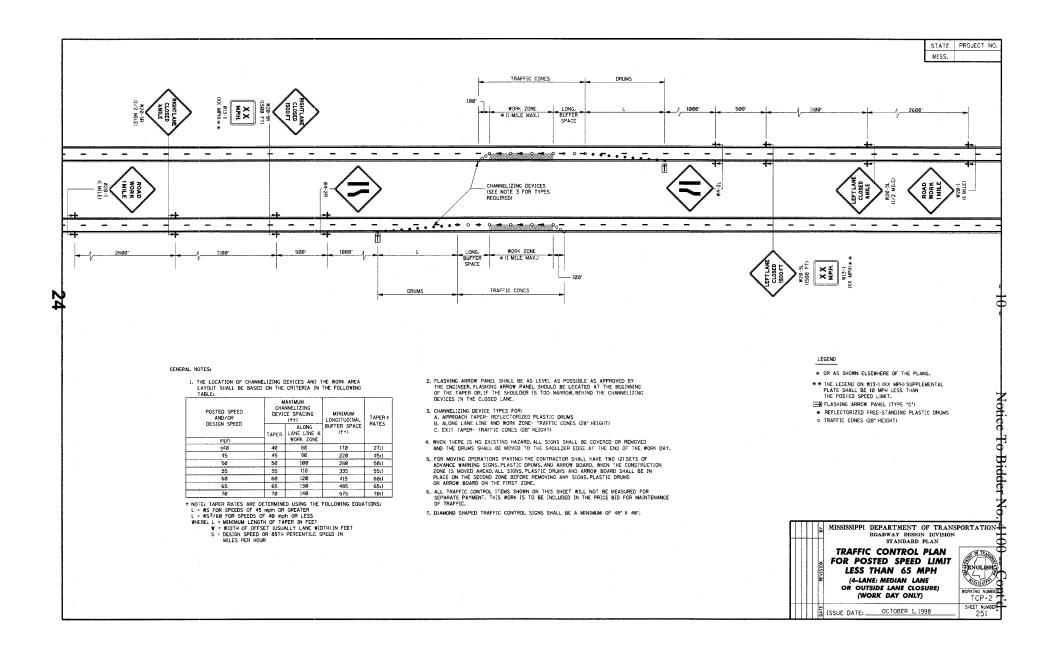


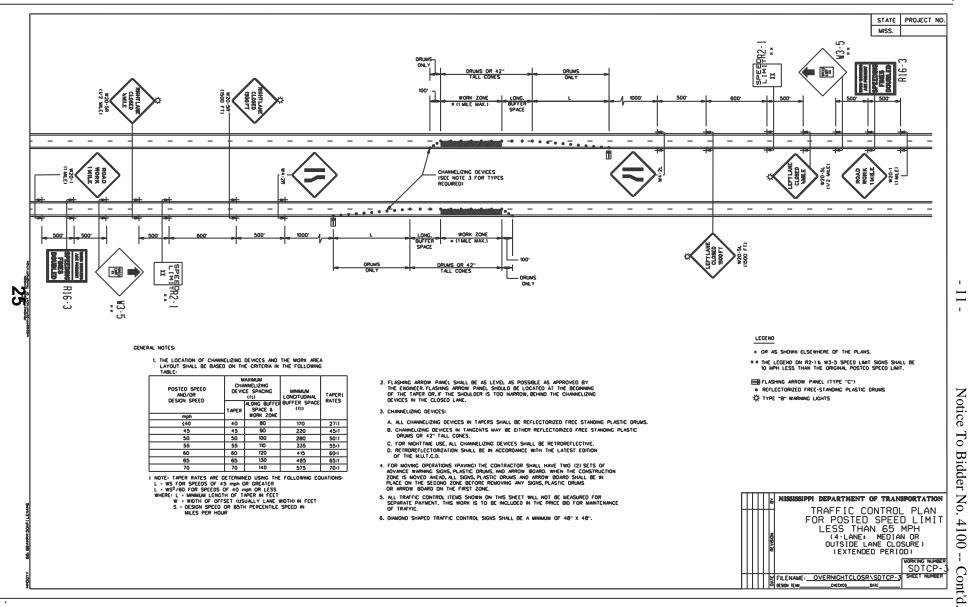
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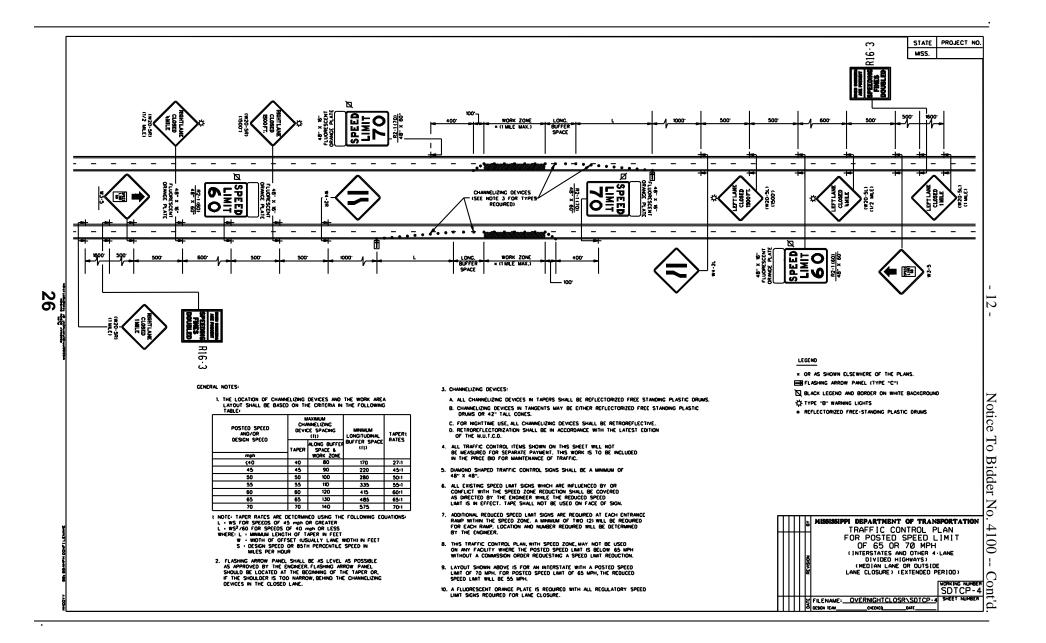
- 7 -

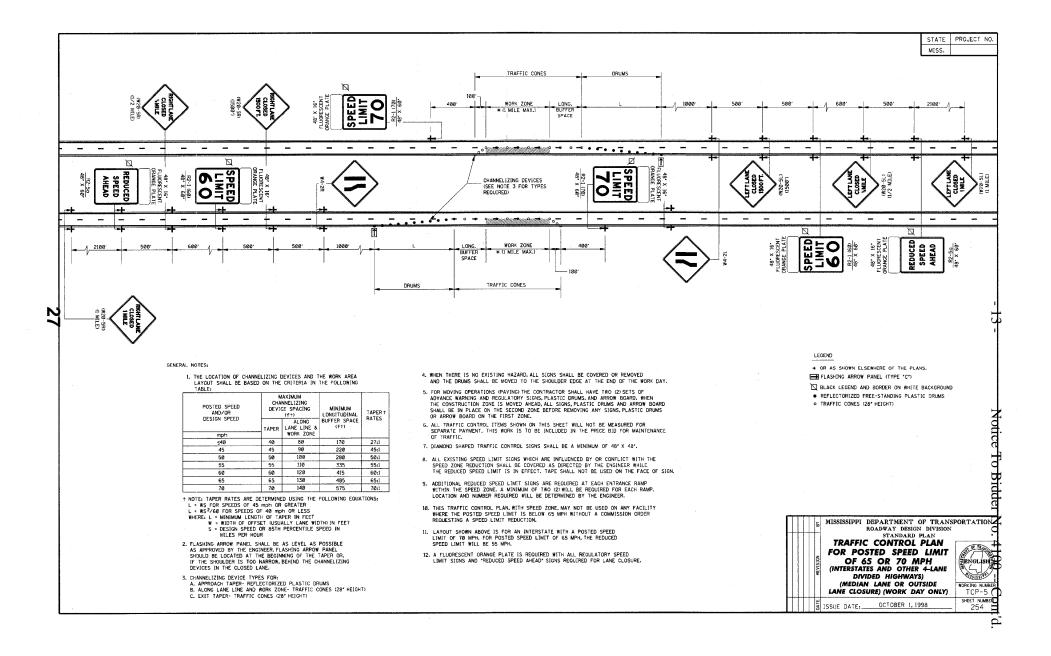


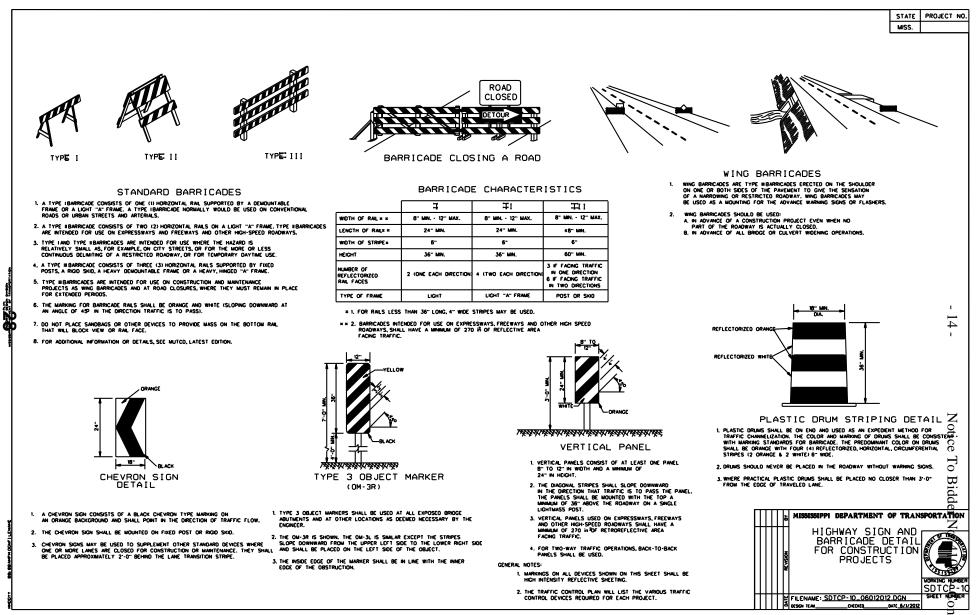




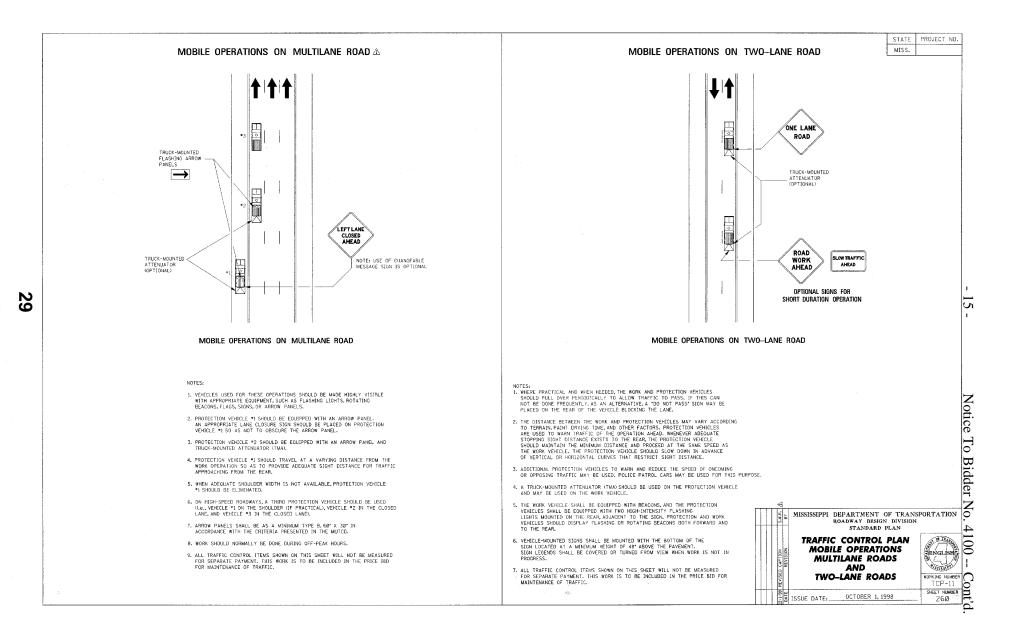


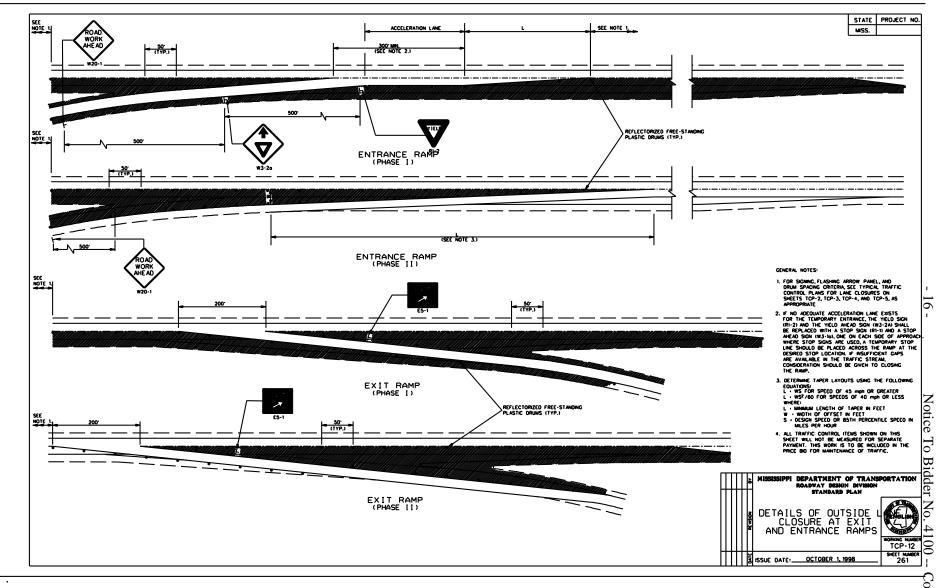




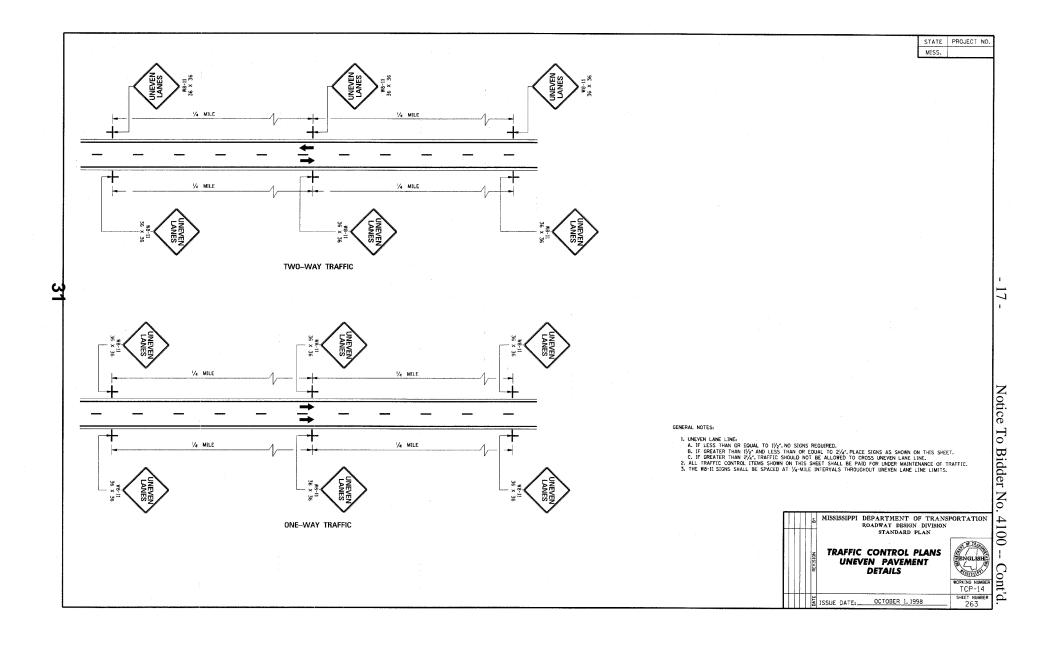


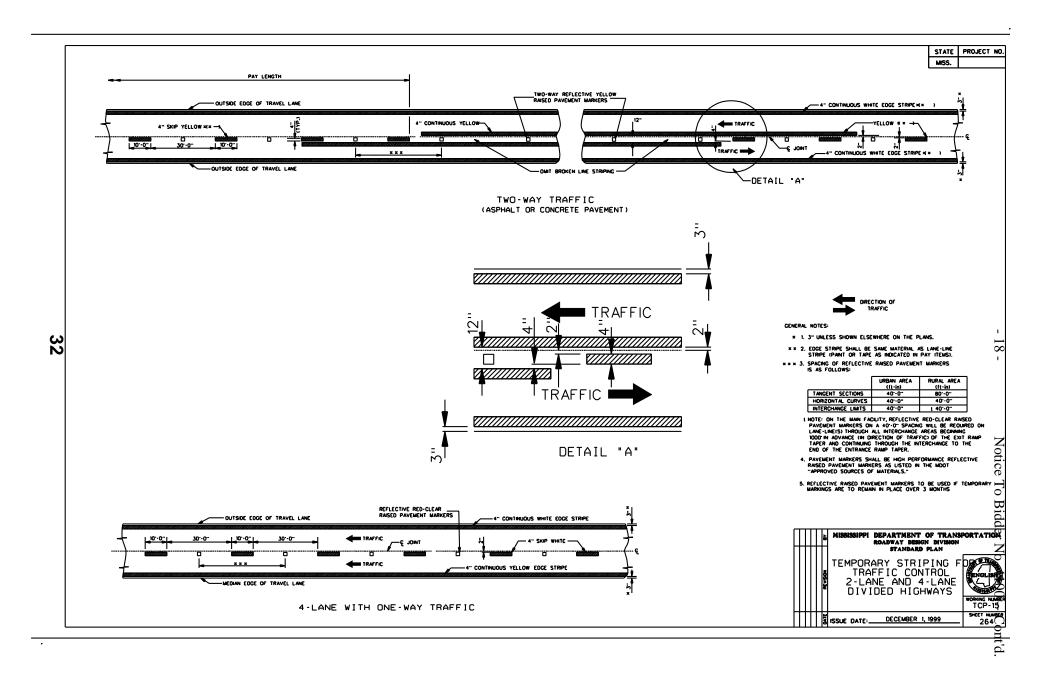
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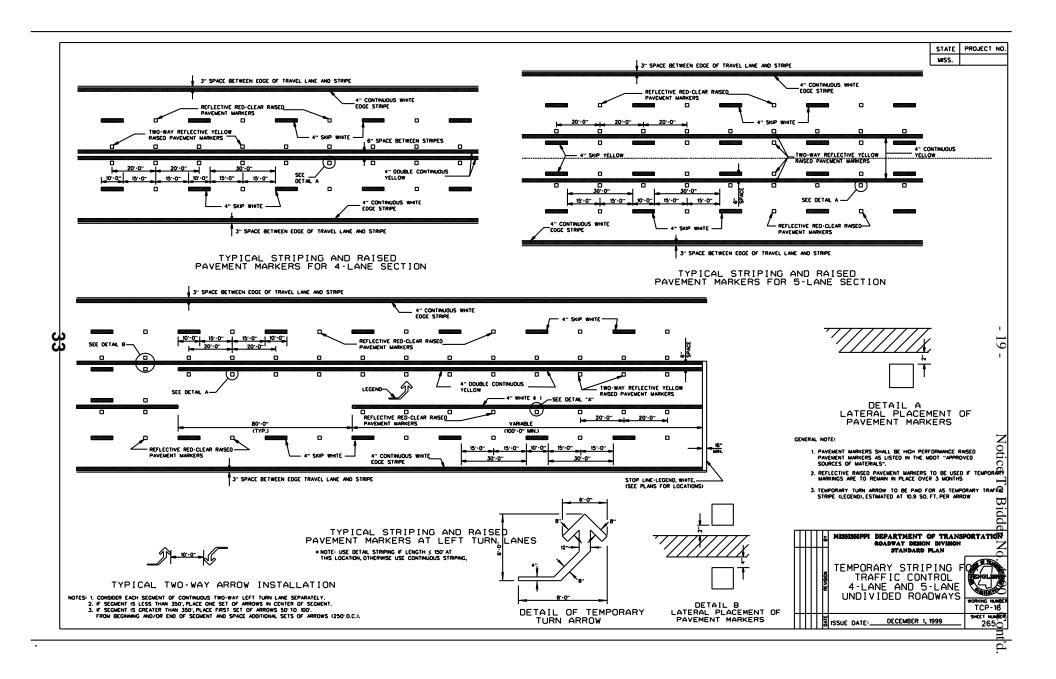




- Cont'd.







#### SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

#### DATE: 11/29/2012

#### **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".

More information regarding high visibility safety apparel can be found at the following sites.

http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf

http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv

#### SECTION 904 - NOTICE TO BIDDERS NO. 4524

CODE: (SP)

DATE: 05/13/2013

#### SUBJECT: Warm Mix Asphalt

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

http://sp.mdot.ms.gov/Materials/Pages/MPL.aspx

#### SECTION 904 - NOTICE TO BIDDERS NO. 4526

CODE: (SP)

#### DATE: 06/11/2013

#### SUBJECT: Electronic Addendum Process

Bidders are advised that hard copies of any addenda for this project will no longer be mailed to prospective bidders. All addenda for this project will be posted to the <u>mdot.ms.gov</u> webpage under the Proposal Addenda column for the current letting and appropriate call number. Bidders will have to download addenda from the webpage and process the addenda in the same manner as previous lettings. Addenda will be posted by 10:00 a.m. on Friday prior to the letting. It will be the Bidder's responsibility to check and see if any addenda have been posted for this project. Any questions regarding the downloading process of the addenda shall be directed to the Contract Administration Division at 601-359-7700. Any questions regarding the content of the addenda shall be submitted as a question in accordance with the Notice To Bidders entitled "Questions Regarding Bidding".

#### SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

#### SUBJECT: Manual on Uniform Traffic Control Devices

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

#### **SECTION 904 - NOTICE TO BIDDERS NO. 4612**

CODE: (SP)

#### DATE: 08/13/2013

#### **SUBJECT:** Adjustments for Bituminous Materials

Bidders are advised that Subsection 907-402.03.1.2, Tack Coat, in Special Provision 907-402, allows the Contractor several options for OGFC tack coat. Regardless of the tack coat used, the monthly material adjustment, as referenced in Section 109 of the Standard Specifications, will be made using the base and current prices of tack coat Grade PG 76-22.

Bidders are also advised that the specifications allow the use of RC-70, RC-250, RC- 800, RS-1, RS-2, MC-30, MC-250, MS-2h, and CMS-2h in various other construction operations. If the Contractor uses one of these bituminous materials, the monthly material adjustment will be made using the base and current prices of the materials shown below.

| Materials Used  | Material Adjustment Made<br>Based on Prices For |  |
|-----------------|---|--|
| RC-70, 250, 800 | MC-70   |  |
| RS-1, 2         | CRS-2   |  |
| MC-30, 250      | MC-70   |  |
| MS-2h           | SS-1  |  |
| CMS-2h          | SS-1  |  |

#### SECTION 904 - NOTICE TO BIDDERS NO. 4661

CODE: (IS)

#### DATE: 10/16/2013

#### **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 IV 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 or State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

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

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

#### SECTION 904 - NOTICE TO BIDDERS NO. 4987

CODE: (SP)

#### DATE: 04/02/2014

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

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

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

#### **SECTION 904 - NOTICE TO BIDDERS NO. 5018**

CODE: (SP)

DATE: 04/11/2014

**SUBJECT:** Contract Time

#### **PROJECT:** MP-6000-00(246) / 305225301 – District Wide (6)

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 17, 2014</u> which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than be <u>June 10, 2014</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>July 10, 2014</u>.

Should the Contractor request a Notice to Proceed earlier than <u>July 10, 2014</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

The available productive days for this project are  $\underline{63}$ .

#### SECTION 904 - NOTICE TO BIDDERS NO. 5019

CODE: (SP)

DATE: 04/02/2014

#### **SUBJECT:** Scope of Work

#### **PROJECT:** MP-6000-00(246) / 305225301 - District Wide (6)

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

Work on the project shall consist of the following:

- 1. Prior to sealing, a leveling course of <sup>3</sup>⁄<sub>4</sub>" and variable of 9.5-mm, ST, Leveling asphalt shall be required on SR 613 in Jackson County from Campground Road to E.O.P. Overlay SR 613 with 1½" of 9.5-mm, ST, asphalt from SR 614 North 0.65 miles to the junction of Campground Road, and this section shall not be sealed. Cross slopes shall be maintained to achieve a uniform cross slope of 2% where practical with plan quantities.
- 2. Prior to sealing, a leveling course of 1" and variable of 9.5-mm, ST, Leveling asphalt shall be required on SR 18 in Jasper County from B.O.P. to E.O.P. This lift of leveling will require densities as per 907.401.02.64.1. Cross slopes shall be maintained to achieve a uniform cross slope of 2% where practical with plan quantities.
- 3. Prior to overlaying required routes, cold mill variable depths at transitions including bridge approaches, E.O.P, B.O.P., and old patches as directed by the Project Engineer to ensure that new pavements match existing elevations of the tie-ins.
- 4. Prior to overlaying or sealing, failed areas shall be repaired as per the typical section or as directed by the Project Engineer. Approximately 100 tons of 19.0-mm, ST, asphalt will be used for backfilling failed areas.
- 5. On the routes that are preleveled with asphalt pavement, raise the existing shoulders to match the new pavement elevation by placing variable depth 825B Crushed Stone on the shoulders. Placement of the crushed stone on the finished surface course shall not be permitted. The material shall be bladed, rolled and compacted to a finished slope of 4% where practical. Shoulders with existing adequate shoulder material in place shall be bladed to a slope of 4%, the cost of which shall be included in the prices of other items bid.
- 6. Striping for this project shall be the responsibility of MDOT. Arrangements shall be made with the Project Engineer at least 48 hours before paving operations begin, to allow MDOT maintenance crews to place stripe on the new asphalt pavement the same day asphalt is placed.
- 7. Brooming, or other approved method of cleaning shall be performed on the existing asphalt roadway prior to placing seal material (CRS-2P).

8. 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.

- 2 -

- 9. Existing bridges that have been overlayed with asphalt shall be sealed. If necessary, bridge approaches will be repaired by MDOT forces and will not be the responsibility of the Contractor, unless damaged by the Contractor's operations. Coordination with MDOT Maintenance Forces may be required.
- 10. Placement rates for seal material (CRS-2P) (Contractor provided) shall be directed by the Project Engineer and may vary depending on the surface. Special Provision 907-410-7 shall be followed as a guide.
- 11. Size #7 stone (Contractor provided) shall be placed according to Special Provision 907-410-7 as directed by the Project Engineer. The loading, transporting, and placement of the seal aggregate shall be paid under pay item 907-410-C001.
- 12. Seal material and seal aggregate shall not be placed on existing rumble strips.
- 13. 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 3,000 feet, 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 and the chip seal signage plan, shall be the responsibility of the Contractor.
- 14. Advanced construction signs, NO PASSING, DO NOT PASS, and PASS WITH CARE signs will be installed and maintained by MDOT.
- 15. 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.
- Final brooming of excess seal aggregate material shall be according to Special Revision 907-410-7.
- 17. 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, and in accordance with the enclosed Standard Drawings PM-1, PM-2, PM-3, PM-4, and PM-8 as applicable. Raised pavement markers will be placed at 80-foot intervals in tangents and 40-foot intervals in curves along the centerline of roadway. Only flexible adhesive shall be allowed for placement of raised pavement markers meeting the requirements of Subsection 720.03.7.7 of the Mississippi Standard Specifications for Road and Bridges
- 18. Payment for the bituminous surface treatment will be made under Pay Item No. 410-A002, Asphalt for Surface Treatment, CRS-2P and 907-410-C001, Seal Aggregate Cover Material, Size 7, Limestone.
- 19. Before placing the seal, the temperature shall be 70°F and rising, and no threat of rain in the forecast as directed by the Project Engineer.

20. Stone for sealing 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.

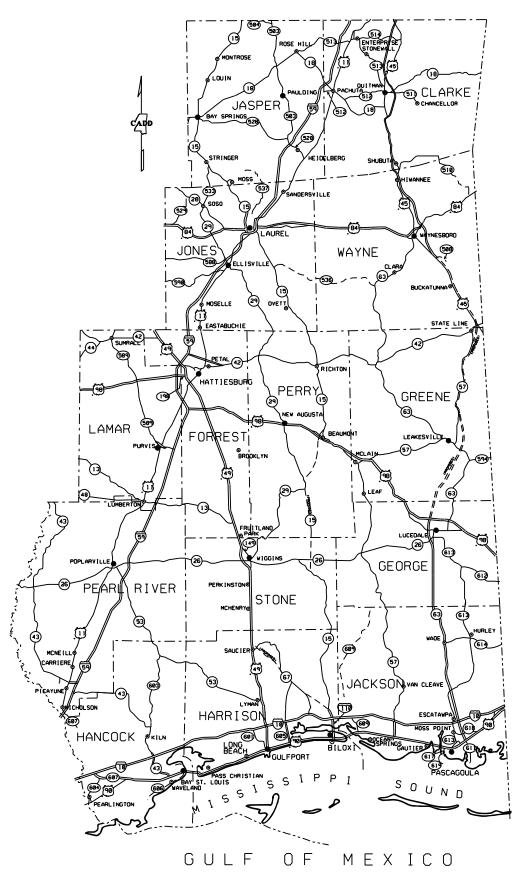
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21. A final Fog Seal (Contractor provided CRS-2P material) shall be placed on all sealed routes at a rate of 0.11 gal/sy, or as directed by the Project Engineer. Payment for the fog seal will be made under Pay Item No. 410-A002, Asphalt for Surface Treatment, CRS-2P.

| <b>Base Repair Locations on SR 18 in Jasper County</b> |          |                |                        |  |  |  |  |
|--|----------|----------------|------------------------|--|--|--|--|
| GPS Coordinates  |          |                |                        |  |  |  |  |
| North  | West     | Lane Direction | Approximate Dimensions |  |  |  |  |
| 32.07419   | 89.09045 | East           | 6' x 40'               |  |  |  |  |
| 32.06385   | 89.10516 | East           | 6' x 60'               |  |  |  |  |
| 32.06238   | 89.10757 | West           | 6' x 60'               |  |  |  |  |
| 32.07360   | 89.09135 | West           | 6' x 20'               |  |  |  |  |

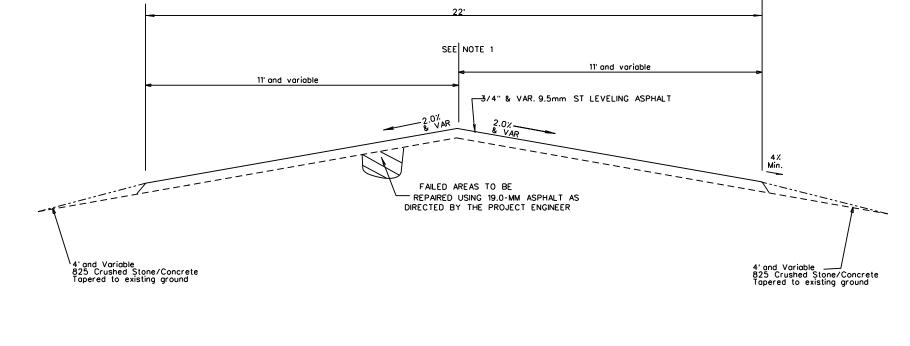
#### **Old Asphalt Patches to be Milled**

| GPS Coordinate | es       |                |
|----------------|----------|----------------|
| <u>North</u>   | West     | Lane Direction |
| 32.12768       | 89.02576 | East           |
| 32.07773       | 89.08588 | Both Lanes     |
| 32.06648       | 89.10049 | West           |



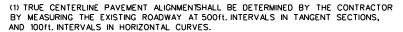
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## TYPICAL SECTION FOR SR 613 Jackson Co.



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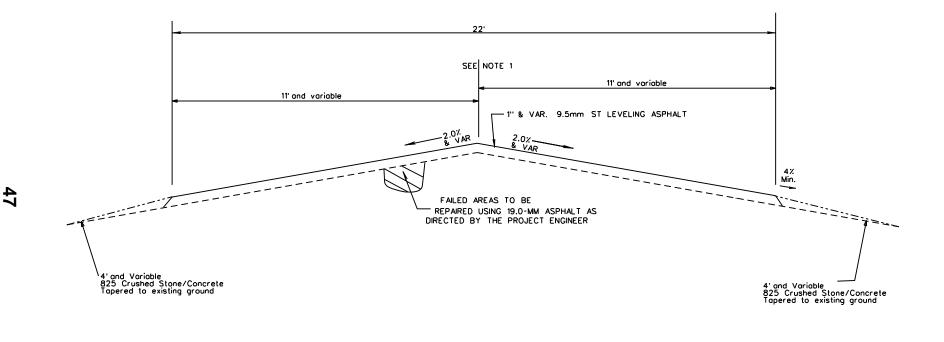
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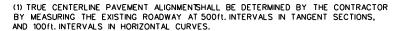
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# TYPICAL SECTION FOR SR 18 Jasper Co.

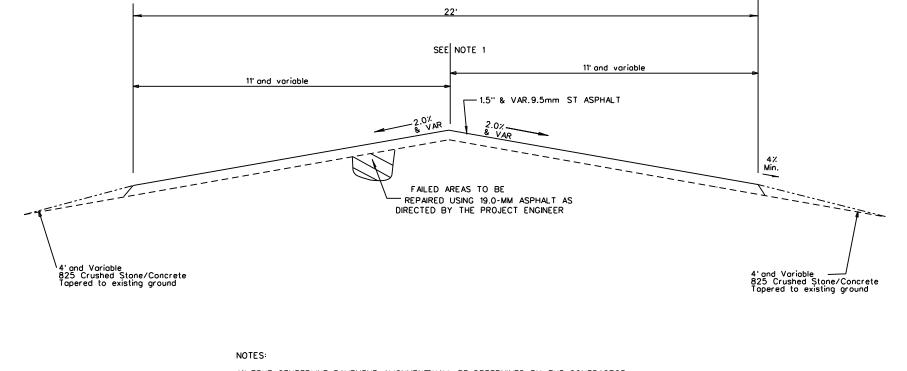


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## TYPICAL SECTION FOR SR 613 Jackson Co.



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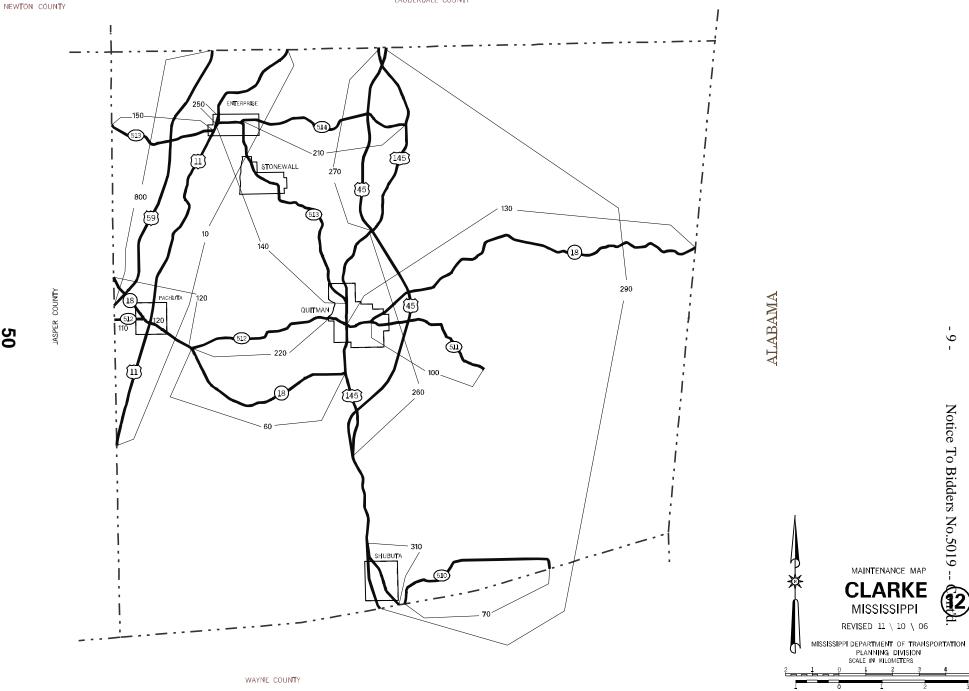
(1) TRUE CENTERLINE PAVEMENT ALIGNMENTSHALL BE DETERMINED BY THE CONTRACTOR BY MEASURING THE EXISTING ROADWAY AT 500ft. INTERVALS IN TANGENT SECTIONS, AND 100ft. INTERVALS IN HORIZONTAL CURVES. .

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| COUNTY      | ROUTE | SECTION<br>NUMBER | LENGTH<br>(MILE) | WIDTH<br>(FT) | SY      | LOCATION   | DESCRIPTION OF WORK   |
|-------------|-------|-------------------|------------------|---------------|---------|--|---|
| Clarke      | 11    | 12-010            | 10.803           | 26            | 164,782 | From the Jasper C/L, North 10.803 miles  | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Clarke      | 11    | 12-010            | 2.1              | 26            | 32,032  | From the Lauderdale C/L, South 2.1 miles   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Clarke      | 514   | 12-210            | 8.547            | 22            | 110,313 | From the jct. of SR 513 to the End of State Maintenance  | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Greene      | 42    | 21-080            | 0.9              | 26            | 14,186  | From 1.583 miles East of the Perry C/L, East 0.6 miles   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Greene      | 42    | 21-080            | 0.6              | 26            | 9,152   | From the Perry C/L, East 0.6 miles   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Jackson     | 613   | 30-121            | 6.2              | 22            | 80,021  | From the jct. of SR 614, North 6.2 miles to the George C/L   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers. Preleveling required. |
| Jasper      | 18    | 31-070            | 9.858            | 22            | 127,234 | From the Tallahala Creek Bridge, East 9.858 miles to the<br>Jct. of SR 513                                 | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers. Preleveling required. |
| Jones       | 15    | 34-070            | 11.5             | 28            | 188,907 | From 4 miles North of the Perry C/L, North 11.5 miles to<br>new asphalt pavement                           | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Jones       | 529   | 34-300            | 5.867            | 22            | 75723   | From the Jct. of US 84, North to the End of State<br>Maintenance   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Pearl River | 43    | 55-090            | 7.396            | 26            | 112,814 | From the Marion C/L, South 7.396 miles   | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |
| Perry       | 15    | 56-030            | 11.7             | 24            | 164,736 | From 0.068 miles North of SR 198 in Beaumont, North<br>11.7 miles to the asphalt pavement south of Richton | Route to be sealed using size 7 Rock. Using CRS2P and Chip Seal<br>markers to be placed on 40' centers.                       |

## **District 6 Chip Seal**

LAUDERDALE COUNTY



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Notice To Bidders No.5019

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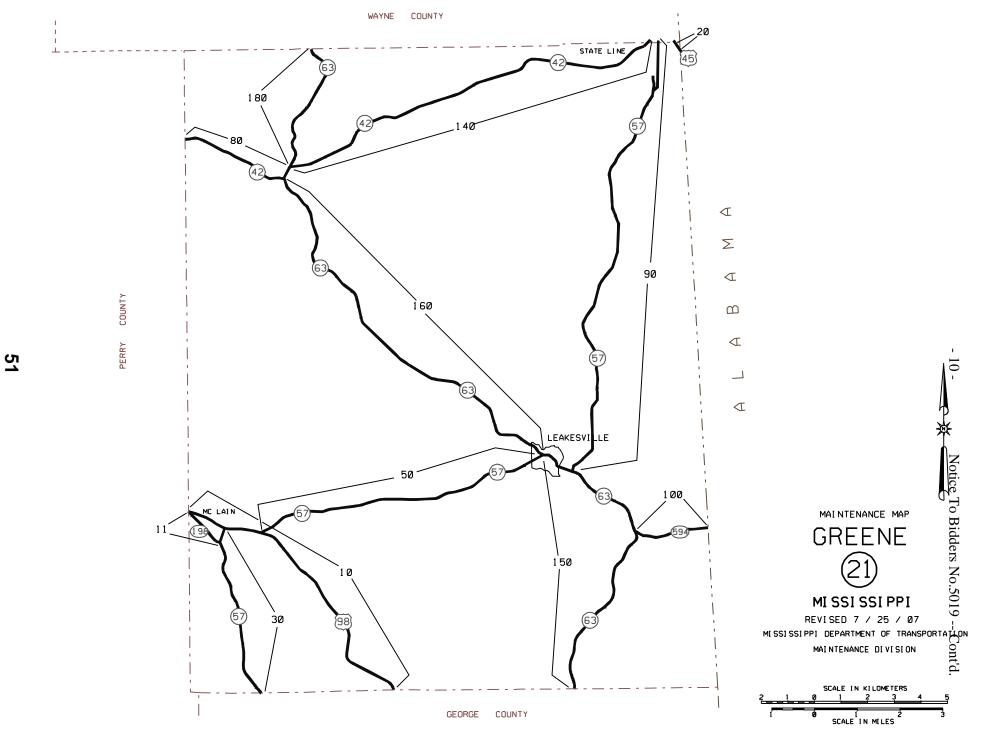
MAINTENANCE MAP

**CLARKE** 

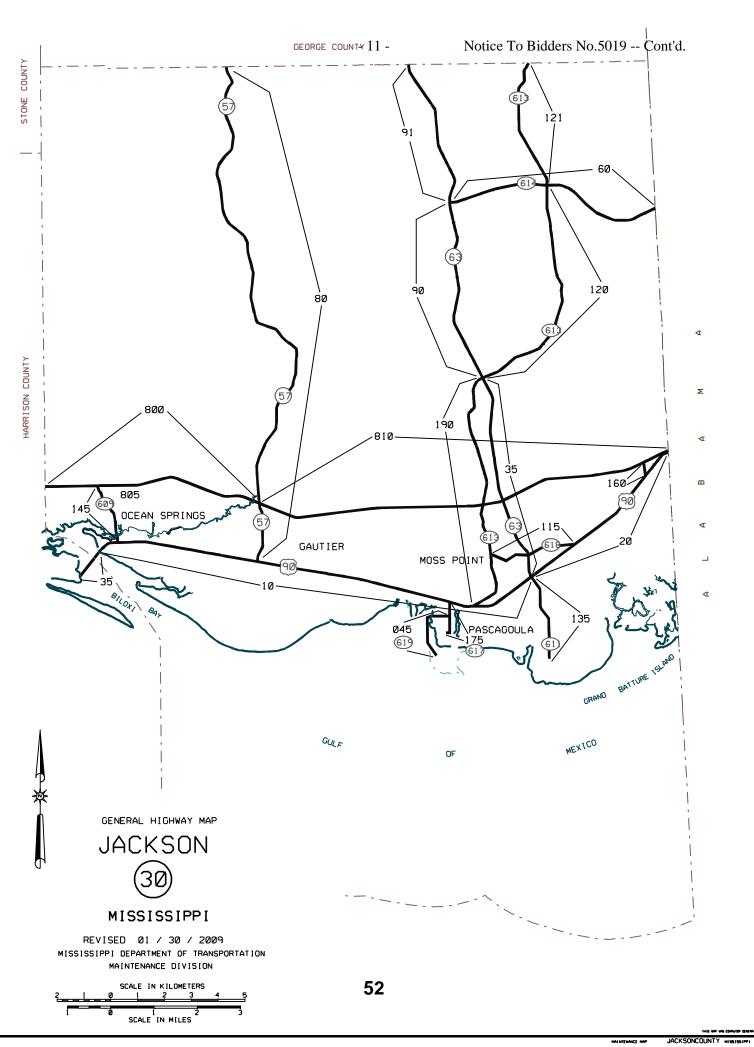
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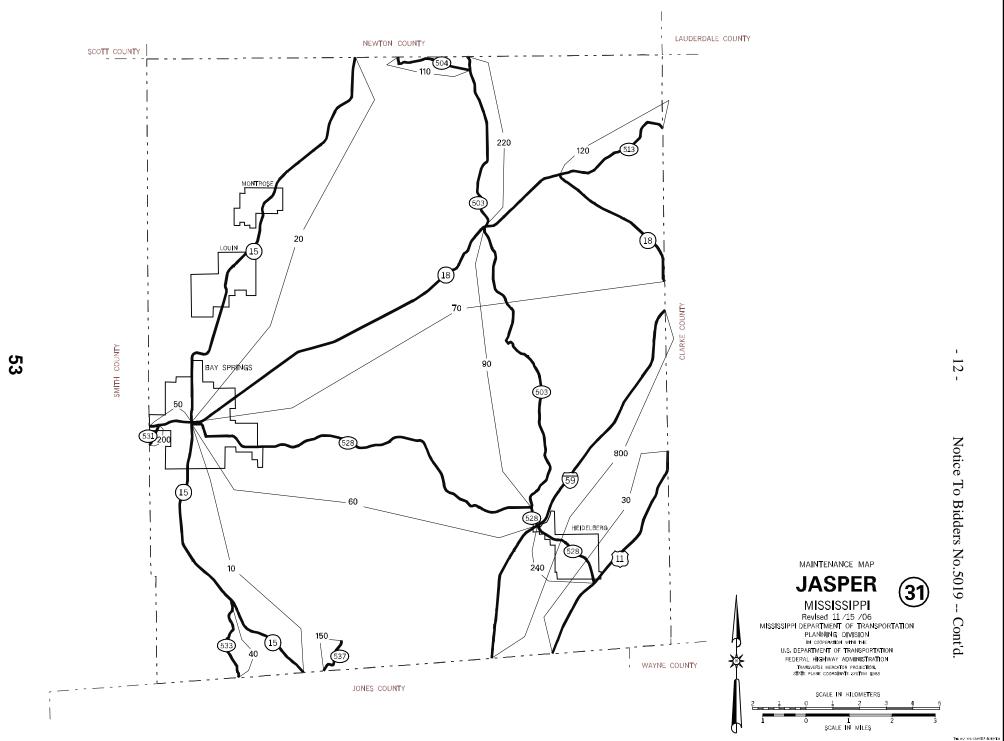
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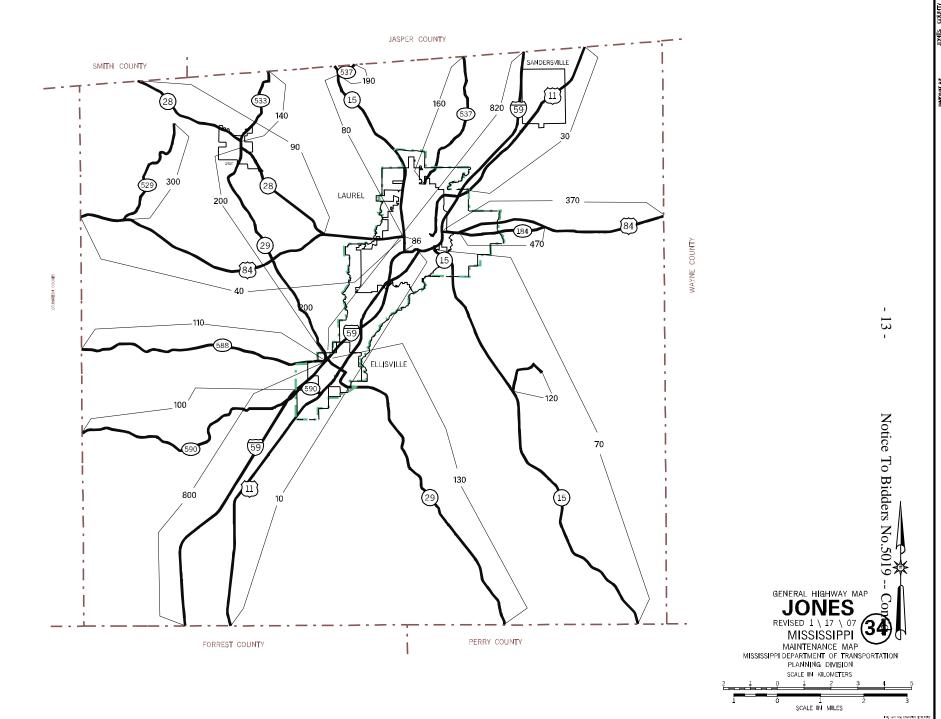
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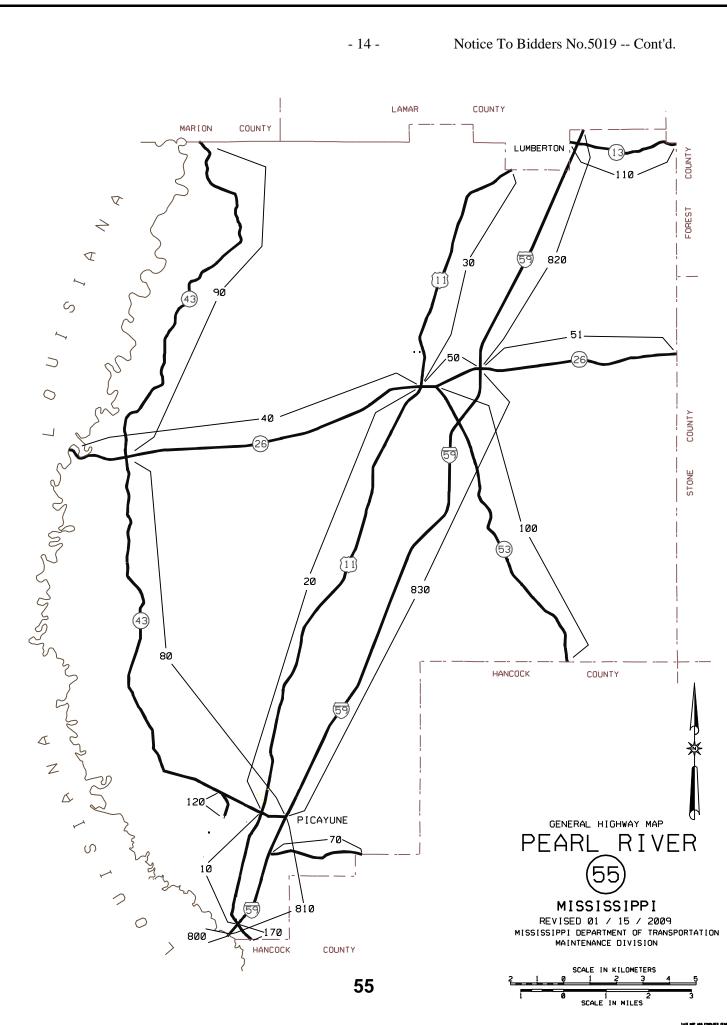
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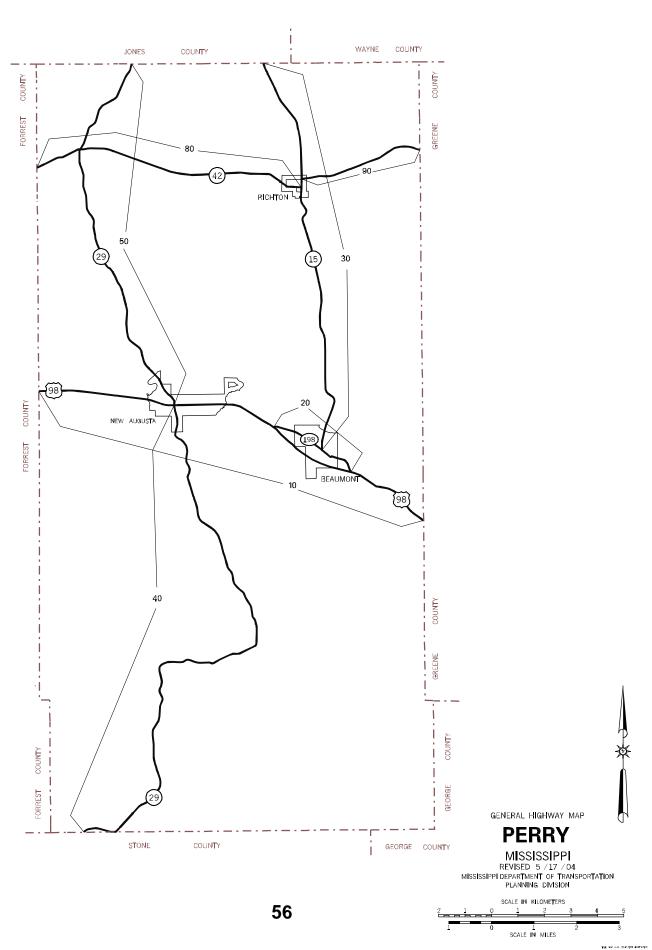
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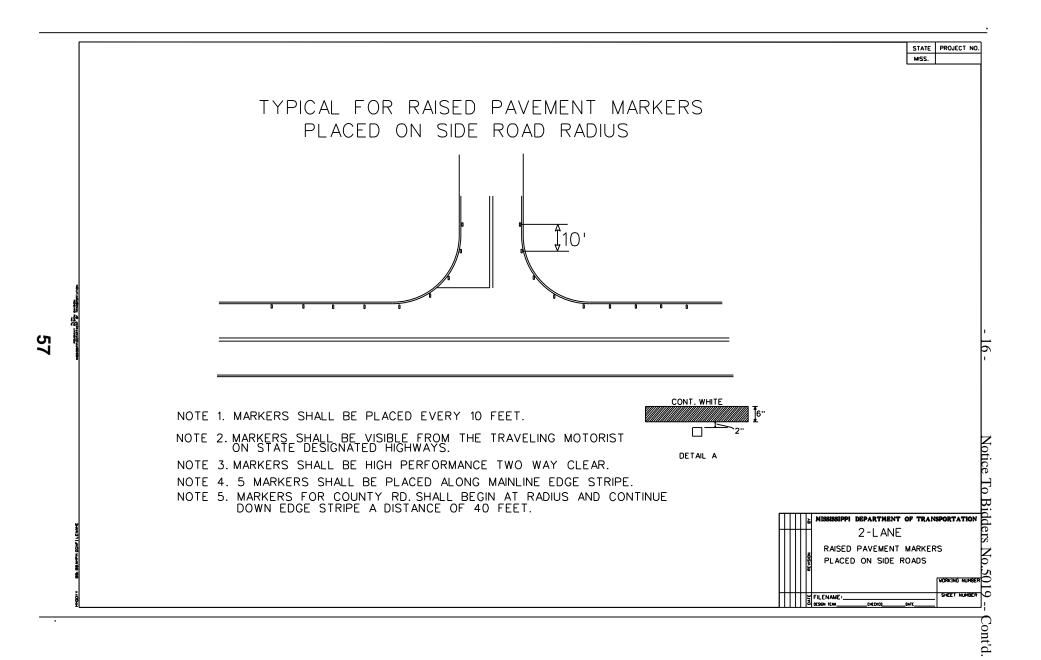
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#### **SPECIAL PROVISION NO. 907-101-4**

CODE: (IS)

DATE: 11/05/2008

#### **SUBJECT:** Definitions

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

<u>907-101.02--Definitions.</u> Replace the following definitions in Subsection 101.02 on pages 3 through 13.

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

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

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

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

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

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

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

#### SPECIAL PROVISION NO. 907-102-10

CODE: (IS)

#### DATE: 05/01/2013

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

Section 102, Bidding Requirements and Conditions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**<u>907-102.06--Preparation of Proposal.</u>** Delete the first paragraph of Subsection 102.06 on page 17, and substitute the following.

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

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 (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. If a Bidder is submitting bids on multiple proposals, the bid data for all proposals can be included on one flash drive and submitted with any of the bid envelopes.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, <u>http://mdot.ms.gov</u>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash

drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

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<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.

#### SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

#### DATE: 12/15/2009

#### **SUBJECT:** Award and Execution of Contract

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

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

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

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

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

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

- 2 -

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

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

#### **SPECIAL PROVISION NO. 907-104-5**

CODE: (IS)

DATE: 05/01/2013

#### **SUBJECT:** Scope of Work

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. 907-105-7

DATE: 04/02/2014

#### **SUBJECT:** Control of Work

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

<u>907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special</u> <u>Provisions and Notice to Bidders.</u> Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

#### SPECIAL PROVISION NO. 907-105-7

CODE: (IS)

DATE: 05/01/2013

#### **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.

<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.

#### SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

#### DATE: 05/01/2013

#### 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 the following.

<u>907-107.14.2.1--General</u>. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

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

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

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

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

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

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

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

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

Coverage shall include:

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

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- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, 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>

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

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

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

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

#### SPECIAL PROVISION NO. 907-108-30

CODE: (IS)

#### DATE: 05/22/2013

#### **SUBJECT: Prosecution and Progress**

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

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

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

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

<u>**907-108.02--Notice To Proceed.</u>** Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following.</u>

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

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following.

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

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

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

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

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

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

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

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

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

## 907-108.06.1--Blank.

#### 907-108.06.2--Based on Calendar Date Completion.

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

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

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than is indicated by the money value.

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

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

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

### TABLE OF ANTICIPATED PRODUCTIVE DAYS

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

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.

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.

An available productive day will be assessed as follows:

(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 item(s) of work, as determined by the

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Engineer from the Contractor's approved progress schedule. When the Contractor works or could work 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 or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, or

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(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 item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. 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 are used for that day. When the Contractor works 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.

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.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned todate by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the available productive days assessed to-date on Form CSD-765 to the total available productive days for 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.

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<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. 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.

If the specified completion date 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.

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**<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

| <b>Original Contract Amount</b> |   |
|---------------------------------|---|
| To and Including                | Per Calendar Day  |
| 100,000                         | \$ 150  |
| 500,000                         | 360   |
| 1,000,000                       | 540   |
| 5,000,000                       | 830   |
| 10,000,000                      | 1,200   |
| 20,000,000                      | 1,800   |
|                                 | 3,500   |
|                                 | <b>To and Including</b><br>100,000<br>500,000<br>1,000,000<br>5,000,000<br>10,000,000 |

**<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. 907-109-6

# DATE: 12/17/2013

# SUBJECT: Measurement and Payment

Before the first sentence of Subsection 907-109.04 on page 1, add the following.

Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

After the last paragraph of Subsection 907-109.07 on page 2, add the following.

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities..

# SPECIAL PROVISION NO. 907-109-6

CODE: (IS)

## DATE: 05/01/2013

## **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.

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.

<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)".</u>

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

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

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

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

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of

25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

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<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.</u>

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."

## SPECIAL PROVISION NO. 907-304-13

#### CODE: (SP)

#### DATE: 06/06/2012

## **SUBJECT:** Granular Courses

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

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

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

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

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

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

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

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

| Lot Average | Individual Test |
|-------------|-----------------|
| 96.0        | 92.0            |

**<u>907-304.05--Basis of Payment</u>**. Add the "907" prefix to the pay items listed on page 187.

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

# DATE: 12/17/2013

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

Before the first sentence on page 1, add the following.

<u>907-401.02.3.1–General.</u> Delete the second paragraph of Subsection 401.02.3.1 on page 239, and substitute the following.

The total amount of crushed limestone aggregate for mixtures, excluding shoulders, when used in the top lift, shall not exceed 50 percent of the total combined aggregate by weight.

Delete the table in Subsection 401.02.3.1 on page 240 and substitute the following.

| Asphalt Mixture         | Maximum Percentage of RAP |
|-------------------------|---------------------------|
|                         | by total weight of mix    |
| 4.75 mm                 | 0                         |
| 9.5 mm                  | 20*                       |
| 12.5 mm Surface Lift    | 20*                       |
| 12.5 mm Underlying Lift | 30                        |
| 19 mm                   | 30                        |
| 25 mm                   | 30                        |

\* At a minimum, RAP shall be processed and/or screened such that the RAP material size does not exceed the nominal maximum sieve size for the mixture specified.

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

|         | Single Lift Laying Thickness<br>Inches |         |  |
|---------|--|---------|--|
| Mixture | Minimum                                | Maximum |  |
| 25 mm   | 3                                      | 4       |  |
| 19 mm   | 21/4                                   | 31/2    |  |
| 12.5 mm | 11/2                                   | 21/2    |  |
| 9.5 mm  | 1                                      | 11/2    |  |
| 4.75 mm | 1/2                                    | 3/4     |  |

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

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

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

Delete Subsections 401.02.6.5 and 401.02.6.6 on pages 253 thru 257 and substitute the following.

# 907-401.02.6.5--Blank.

# 907-401.02.6.6--Blank.

**<u>907-401.02.6.7--Surface Correction.</u>** Delete the paragraph in Subsection 401.02.6.7 on page 257, and substitute the following.

Corrective work to sections exceeding short continuous interval thresholds reported by ProVal, as described in Subsection 907-403.03.2.1, shall consist of diamond grinding in accordance with these specifications or methods approved by the Engineer. All surface areas corrected by grinding shall be sealed with a sealant approved by the Engineer.

<u>907-401.02.6.8--Acceptance Procedure for Pavement Smoothness Using Mean Roughness</u> <u>Index (MRI).</u> When compaction is completed, the lift shall have a uniform surface and be in reasonably close conformity with the line, grade and cross section shown on the plans.

The smoothness of the surface lift will be determined by using an Inertial Profiling System (IPS) to measure and record roughness data in each designated location. Roughness data for each longitudinal profile will be reported as a Mean Roughness Index (MRI). MRI is calculated by averaging the International Roughness Index (IRI) values from the two individual wheelpath profiles. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from smoothness testing with an IPS.

The smoothness of the surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the IPS are acceleration and deceleration lanes, tapered sections, transition sections for width, shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a smoothness test. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the super elevation transition of such curves are excluded from smoothness testing. Smoothness testing shall terminate 264 feet from each transverse joint that

separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract. This shall apply to any other exceptions including, but not limited to, railroad crossings and manholes. Segments containing a considerable amount of encroachments such as intersections, manholes, curb and gutter sections, etc. may be excluded at the Project Engineer's discretion.

Initial smoothness measurements shall take place no more than 72 hours following placement of surface and must be performed at the posted speed limit or 50 miles per hour ( $\pm$ 5 mile per hour), whichever is lower. This speed requirement will be waived for all lightweight profilers. Measurements will be made in both wheel paths of exterior and interior lanes. The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively. Beginning and ending latitude and longitude coordinates shall be required on each smoothness surface test. Testing will also be required on sections that have been surface corrected. No smoothness testing shall be performed when there is moisture of any kind on the pavement surface. Any additional testing shall meet the requirements of Subsection 907-403.03.2.

The surface lift will be accepted on a continuous interval basis for pavement smoothness. Continuous reporting is based upon all MRI values for a specified running interval. These values are averaged and presented at the midpoint of the specified running interval. The last 15 feet of a day's lift may not be obtainable until the lift is continued and for this reason may be included in the subsequent section.

Areas of localized roughness exceeding the continuous 25-foot interval threshold described in Subsection 907-403.03.2.1 shall be corrected regardless of the 528-foot interval MRI value of the section. Surface correction by grinding shall be performed in accordance with Subsection 401.02.6.7. The Contractor shall also make other necessary surface corrections to ensure that the final mean roughness index of the section meets the requirements of Subsection 907-403.03.2.

Continuous sections exceeding the accepted long interval MRI value shall be corrected as specified in Subsection 403.03.4. All such corrections shall be performed at no additional costs to the State. Scheduling and traffic control will be the responsibility of the Contractor with approval of the Engineer. All tests and corrections shall be in accordance with AASHTO R 54-10, Accepting Pavement Ride Quality When Measured Using Inertial Profiling Systems.

# 907-401.02.6.9--High Speed Inertial Profiling System.

<u>907-401.02.6.9.1--General</u>. The IPS, furnished and operated by the Contractor under the supervision of the Engineer or the Engineer's representative, shall be a dual laser high speed or lightweight vehicle meeting the requirements of AASHTO M 328-10, Standard Specification for Inertial Profiler.

<u>907-401.02.6.9.2--Mechanical Requirements</u>. The IPS should function independent of vehicle suspension and speed with an operational range of 15-70 mph (for high speed profilers only) and must collect data at a sample interval of no more than three inches (3"). All IPSs, operators, and combinations thereof shall be verified in accordance with AASHTO R 56-10, Standard Practice for Certification of Inertial Profiler Systems and AASHTO R 57-10, Operating Inertial Profiler Systems.

<u>907-401.02.6.9.3--Computer Requirements</u>. The computer measurement program must be menu driven, Windows compatible, and able to produce unfiltered profiler runs in any one of the following file formats: University of Michigan's Transportation Research Institute's (UMTRI) Engineering Research Division (\*.erd) file, ProVAL's Pavement Profile (\*.ppf) file, or Ames Engineering's (\*.adf) file format. The computer shall have the ability to display and print data on site for verification and shall have the ability to save and transfer data via Universal Serial Bus (USB) flash drive, which shall be provided by the Contractor.

All profiler runs must be named in the following format for acceptance by the Project Engineer:
County Route Direction Lane BeginStation EndStation

In addition to manufacturers software; the latest version of FHWA's ProVAL software shall be installed on the IPS computer. ProVAL software is available for free download at <u>http://www.roadprofile.com</u>.

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

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

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

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

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

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

After Subsection 401.03.13 on page 266, add the following.

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

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

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

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

# SPECIAL PROVISION NO. 907-401-2

CODE: (IS)

## DATE: 11/04/2005

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

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

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

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

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

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

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

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

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

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

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

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

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

## SPECIAL PROVISION NO. 907-401-6

CODE: (SP)

## DATE: 08/21/2012

## **SUBJECT:** Warm Mix Asphalt (WMA)

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

#### 907-401.01--Description.

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

This work consists of the construction of one or more lifts of WMA in accordance with Section 401 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the specific requirements for the mixture to be produced and placed in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

#### 907-401.02--Materials.

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

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

#### 907-401.03--Construction Requirements.

<u>907-401.03.1.1--Weather Limitations.</u> The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

<u>907-401.03.8--Preparation of Mixture.</u> Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as material

characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

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

## DATE: 03/04/2014

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

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

### 907-403.03--Construction Requirements.

<u>907-403.03.2--Smoothness Tolerances.</u> Delete the table, footnotes, and first six paragraphs of Subsection 403.03.2 on page 266 & 267, and substitute the following.

|   | Lower*<br>&<br>Leveling<br>Lifts | Lower*<br>Intermediate<br>Lift | Top<br>Intermediate<br>Lift | Surface<br>Lift |
|---|----------------------------------|--------------------------------|-----------------------------|-----------------|
| Maximum deviation from<br>grade and cross section<br>at any point | . 1/2"                           | 3/8"                           | 1/4"                        | 1/4"            |
| Maximum deviation from<br>A 10 foot straight edge                 | . 3/8"                           | 1/4"                           | 1/8"                        | 1/8"            |

- Note: Where more than four (4) lifts of HMA are required, all lifts, excluding the top three (3) lifts, shall meet the requirements of the lower lift.
  - \* When tested longitudinally from a stringline located equidistant above points 50 feet apart, the distance from the stringline to the surface at any two points located 12 1/2 feet apart shall not vary one from the other more than the maximum deviation allowed above from a 10-foot straight edge.

Delete the last paragraph of Subsection 403.03.2 at the bottom of page 268, the table at the top of page 269, and the first, second and third full paragraphs on page 269, and substitute the following.

Sections(s) or portions thereof representing areas excluded from a smoothness test with the High Speed Inertial Profiling System (IPS) shall also be excluded from consideration for a contract price adjustment for rideability.

Any contract price adjustment for rideability will be applied on a continuous basis to the pay tonnage, determined in accordance with Subsections 907-401.02.6.8 and 403.04, for the section(s) or portions thereof for which an adjustment is warranted.

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the long continuous section(s) or portions of the long continuous section(s) of the surface lift that require smoothness be determined by using a profiling device.

<u>907-403.03.2.1--Smoothness Tolerances for Mean Roughness Index (MRI)</u>. Smoothness tolerances shall be applied to asphalt pavements based on the following pavement categories.

<u>Category A</u> applies to the following pavement constructions:

- New construction
- Construction with three (3) or more lifts
- Mill and two (2) or more lifts

<u>Category B</u> applies to the following pavement constructions:

- Mill and one (1) lift
- Two (2) lift overlays without milling

<u>Category C</u> applies to the following pavement constructions:

- Single lift overlay without milling
- NOTE: Spot Leveling does not count as a lift. Full width / continuous leveling courses will be considered a lift. Leveling lifts that do not have a minimum thickness of <sup>3</sup>/<sub>4</sub>" across the entire lane width will not be considered a lift.

For all projects, the <u>surface</u> lift smoothness data shall be reported by two MRI methods:

- 1. A continuous 528-foot long interval MRI report
- 2. A continuous 25-foot short interval MRI report

Areas of the surface lift with localized roughness greater than 160 inches per mile as determined by the continuous short interval report will be identified for correction by the Project Engineer.

Category A projects shall have a long interval surface MRI of not more than 60 inches per mile.

Category B projects shall have a long interval surface MRI of not more than 70 inches per mile.

**Category C** projects shall have the existing surface profiled at no additional cost to the State. The finished surface lift shall meet the following requirements:

A 50% improvement in MRI from the existing surface or

80 inches per mile long interval surface MRI value whichever value is higher.

In the case that 50% of the existing surface MRI is greater than 80 inches per mile, the short continuous threshold shall be increased from 160 inches per mile by the difference between 50% of the existing surface MRI and 80 inches per mile.

When a project has multiple lifts, the lift underlying the surface lift shall have a MRI of no more than 10 inches/mile more than the surface lift threshold for both long and short continuous intervals. Category B projects containing multiple lifts must meet the Category C percent improvement requirement for the underlying lift. Corrective action must be taken on those segments that do not meet this requirement. No unit price adjustment will be applied on any underlying lift.

For Category A and B projects, a unit price increase will be added when the MRI for the final surface lift, prior to any required localized roughness (short interval) corrective action, is less than or equal to fifty inches per mile (50.0 inches / mile) on the long interval report. These Projects will be considered for incentive pay based on the following guidelines for the long interval surface lift MRI.

| Mean Roughness Index<br>inches / mile | Contract Price Adjustment<br>percent of Asphalt unit bid price |
|---------------------------------------|--|
| Less than 35.0                        | 108  |
| 35.1 to 40.0                          | 106  |
| 40.1 to 45.0                          | 104  |
| 45.1 to 50.0                          | 102  |
| 50.1 to Required Surface MRI          | 100  |

For Category C projects, a unit price increase will be added when the MRI for the final surface lift, prior to any required localized roughness (short interval) corrective action, is less than or equal to fifty inches per mile (50.0 inches / mile) on the long interval report. These Projects will be considered for incentive pay based on the following guidelines for the long interval surface lift MRI.

| Mean Roughness Index<br>inches / mile | Contract Price Adjustment<br>percent of HMA unit bid price |
|---------------------------------------|--|
| Less than or equal to 50.0            | 103  |
| 50.1 to Required Surface MRI          | 100  |

No incentive will be allowed if the MRI value from the newly paved surface is greater than the existing surface.

In addition to the above pay incentive factors, a project may be subject to a disincentive when the Long Continuous Interval MRI for the surface exceeds the allowable tolerance. This applies to all project categories and will correlate to the maximum allowed Long Continuous Interval MRI.

| Mean Roughness Index | Contract Price Adjustment     |
|----------------------|-------------------------------|
| inches / mile        | percent of HMA unit bid price |
| Above 20.0 Over      | Remove And Replace            |
| 15.1 to 20.0 Over    | 80                            |
| 10.1 to 15.0 Over    | 85                            |
| 5.1 to 10.0 Over     | 90                            |
| 0.1 to 5.0 Over      | 95                            |
| Required Surface MRI | 100                           |

Segment(s) or portions thereof representing areas excluded from a smoothness test shall also be excluded from consideration for a contract price adjustment for rideability. Corrective action must be taken on those sections that exceed the 'Remove and Replace' threshold on the Long Continuous Interval as directed by the Project Engineer. Sections that fall into this requirement may also need corrective action on both the preceding and following 264-foot sections as to conform to a complete 528-foot Long Continuous Interval. The minimum remove and replace length will be 528 feet (0.1 mile). Additional smoothness testing shall be required on sections following replacement and will be required to meet *at least* the maximum surface MRI short of 'Remove and Replace'.

The above pay factors will be applied in conjunction with the Long Continuous Histogram Chart from ProVAL's Smoothness Assurance Module. The price adjustments for rideability will be tabulated in MDOT's Pay Incentive spreadsheet on the basis of a theoretical tonnage of 110 lbs/yd<sup>2</sup>\*inch thickness (pounds per square yard \* inch thickness) and 12-foot travel lanes, determined in accordance with Subsections 401.02.6.5 and 403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

Delete Subsection 403.03.5.5 on page 273 and substitute the following.

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

<u>907-403.04--Method of Measurement.</u> After the first paragraph of Subsection 403.04 on page 274, add the following.

The pay quantities for each individual job mix formula (JMF) will be calculated using the approved JMF maximum specific gravity (Gmm) and the following formulas.

When the composite mixture has a maximum specific gravity of 2.540 or less,

Tp = Tw

When the composite mixture has a maximum specific gravity greater than 2.540,

 $Tp = Tw((100-(((Gmm^*A^*B)-C)/(Gmm^*A^*B))^*100))/100$ 

Where:

- Tp = Total tonnage for payment Tw = Total tonnage weighed, used and accepted
- Gmm = Maximum Specific Gravity of the approved composite asphalt mixture

  - $A = 46.725 \text{ lbs/yd}^2/\text{in}$  B = 0.93 = 93% density
  - $C = 110.374 \text{ lbs/yd}^2/\text{in} = \text{Theoretical density at } 2.540 \text{ Gmm}$

## SPECIAL PROVISION NO. 907-403-4

CODE: (IS)

DATE: 11/04/2005

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

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

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

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

CODE: (SP)

#### DATE: 08/21/2012

#### **SUBJECT:** Warm Mix Asphalt (WMA)

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

**<u>907-403.01--Description.</u>** This work consists of constructing one or more lifts of Warm Mix Asphalt (WMA) pavement in accordance with the requirements of Section 403 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the requirements of this section and placed in reasonably close conformity with the lines, grade, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

<u>907-403.04--Method of Measurement.</u> Warm mix asphalt will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 401.03.2.1.11.

<u>**907-403.05--Basis of Payment.</u>** Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5, 401.02.6.6 & 403.03.2, warm mix asphalt, measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.</u>

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

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

## SPECIAL PROVISION NO. 907-407-1

CODE: (SP)

DATE: 02/26/2008

## **SUBJECT:** Tack Coat

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

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

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

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

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

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

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

- per gallon

\* Grade may be specified

# SPECIAL PROVISION NO. 907-410-7

CODE: (SP)

## DATE: 04/09/2013

## **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.</u>

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 pay item no. 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.</u>** 

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  $70^{\circ}$ 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.

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

Emulsified asphalt material shall be applied with a pressure distributor at the specified rate, and at a temperature of 140° to 180°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.

- 2 -

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<br>Gradation | Bituminous<br>Material | Target Application<br>Rate (gal/yd <sup>2</sup> ) | 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  $1.0 \text{ yd}^2$  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.

 $W = 0.85(G_{sb})(U_w)(R)(A)(e)$ 

Where:

W = target weight of aggregate in lbs.  $G_{sb} = \text{bulk specific gravity of aggregate}$   $U_w = \text{Unit weight of water at 70°F = 62.3 lbs./ft^3}$   $R = \text{target application rate in ft}^3/yd^2$   $A = \text{area of tarp in yd}^2$  e = air voids in loose aggregate = 0.4 $G_{sb} \text{ for gravel} = 2.650$ 

- $G_{sb}$  for limestone = 2.700
- 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 2.5 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.

- 3 -

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 initial brooming has been completed, public traffic will be allowed on the roadway.

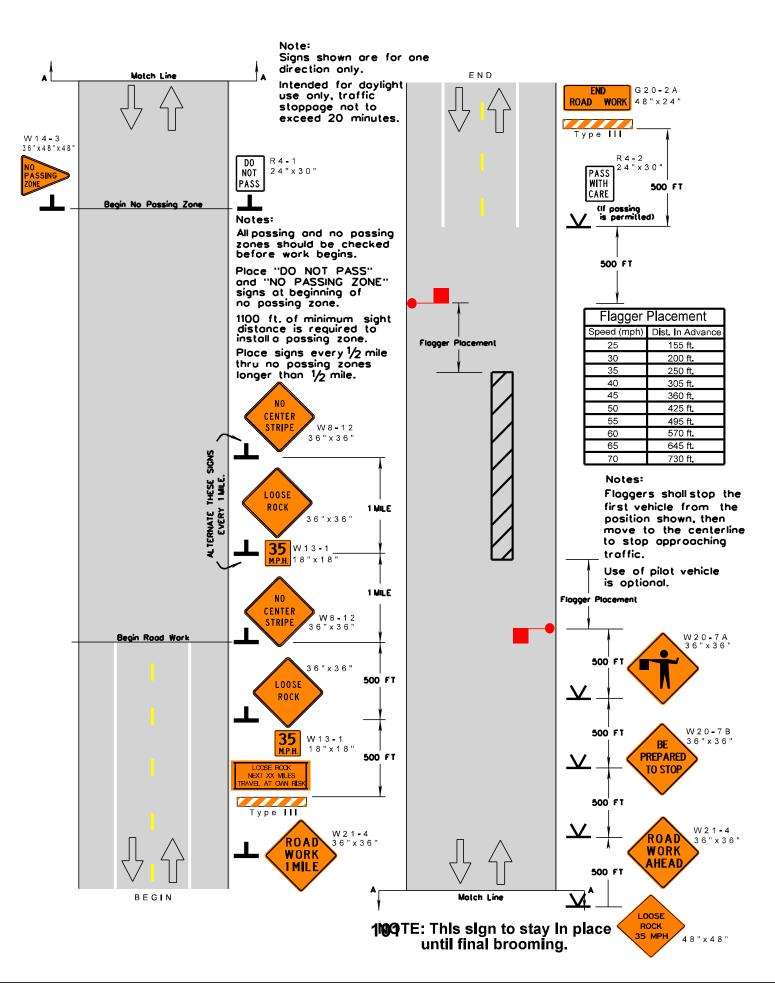
Immediately the next morning, a final brooming shall be performed to remove any remaining excess aggregate material from the previous day's seal operation.

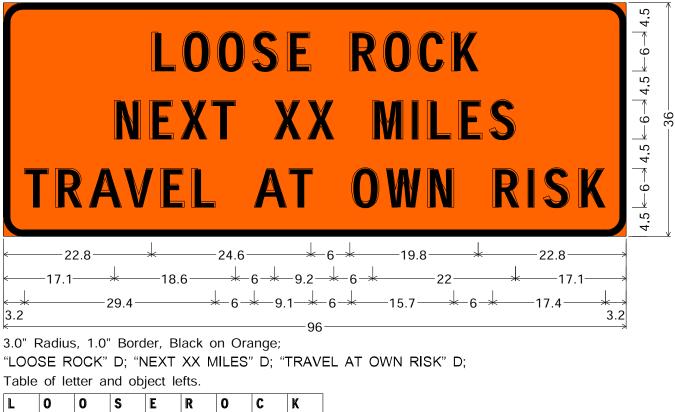
- 4 -

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.

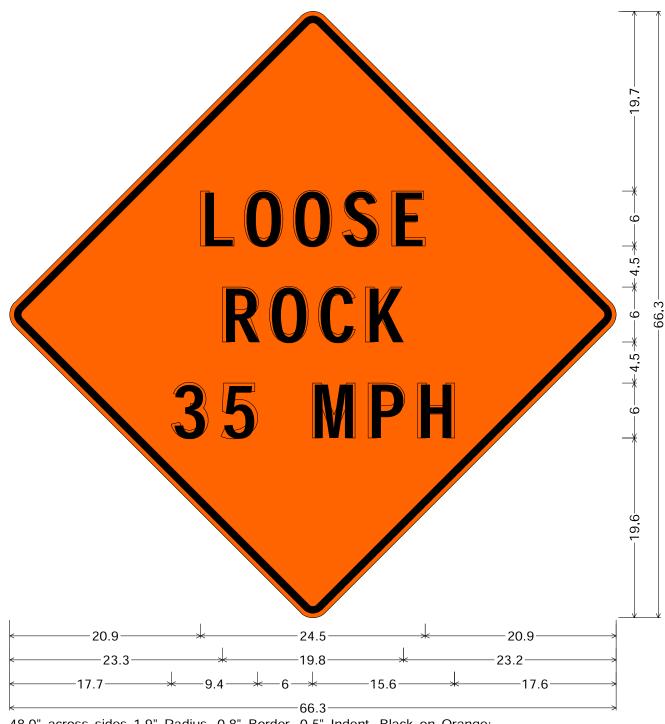
Also in Table 410-A at the end of Section 410 on page 293, delete the seal aggregate application rate for Single Surface Treatment using Size 7, 8, or 89 seal aggregates.





- 6 -

| L    | 0    | · · · | 0     | S      | E      | R     | 0     | C     | K     |     |      |     |      |      |      |      |
|------|------|-------|-------|--------|--------|-------|-------|-------|-------|-----|------|-----|------|------|------|------|
| 22.8 | 8 27 | .6    | 33.0  | 38.3   | 43.7   | 53.4  | 58.5  | 5 63. | .9 69 | 9.0 |      |     |      |      |      |      |
| N    | E    | )     | X     | Т      | X      | Х     | M     | I     | L     |     | E    | S   |      |      |      |      |
| 17.1 | 22.  | 5 2   | 27.3  | 32.1   | 41.7   | 46.9  | 56.9  | 63.0  | 0 65  | .3  | 70.1 | 74. | 9    |      |      |      |
| Т    | R    | Α     | V     | E      | L      | A     | T     |       | 0     | W   | N    |     | R    | I    | S    | K    |
| 3.2  | 8.0  | 13.   | .2 18 | 3.6 2. | 4.2 29 | 9.0 3 | 8.6 4 | 4.0   | 53.7  | 59  | .0 6 | 5.4 | 75.4 | 80.9 | 83.2 | 88.6 |



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48.0" across sides 1.9" Radius, 0.8" Border, 0.5" 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    | C    | K    |      |
|   | 23.3 | 28.4 | 33.8 | 38.9 |      |
|   | 3    | 5    | M    | P    | Н    |
|   | 17.7 | 23.1 | 33.1 | 39.2 | 44.6 |

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

CODE: (SP)

DATE: 04/29/2004

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

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

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

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

## SPECIAL PROVISION NO. 907-702-3

CODE: (SP)

## DATE: 05/08/2012

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

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

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

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

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

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

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

## **SPECIAL PROVISION NO. 907-702-4**

CODE: (SP)

DATE: 05/14/1012

## SUBJECT: Polymer Modified Cationic Emulsified Asphalt (CRS-2P)

Section 702, Bituminous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>**907-702.07.3-Polymer Modified Cationic Emulsified Asphalt (CRS-2P).</u> Delete the paragraph in Subsection 702.07.3 on page 600, and substitute the following.</u>** 

Polymer Modified Cationic Emulsified Asphalt shall conform to the requirements of AASHTO Designation: M 316, with the following exception:

In Table 1, the Ductility, 25°C, 5 cm/min, shall be a minimum of 100 cm.

# **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

# SPECIAL PROVISION NO. 907-703-11

CODE: (IS)

# DATE: 05/22/2013

### **SUBJECT:** Aggregates

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

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

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

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

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

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

Fine aggregate, defined as material passing the No. 8 sieve, shall be material resulting from the crushing of limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

<u>907-703.04.3--Gradation.</u> In the table of Subsection 703.04.3 on page 613, change the requirement for the 1-inch sieve under Size No. 825 B from "75 - 98" to "75 - 100".

After the table in Subsection 703.04.3 on page 613, add the following.

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

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

<u>907-703.06.1--Coarse Aggregates</u>. Delete the third paragraph of Subsection 703.06.1 on page 613, and substitute the following.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot.

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

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# 907-703.14--Aggregates for Bituminous Surface Treatments.

### 907-703.14.2--Detail Requirements.

<u>907-703.14.2.1--Gradation.</u> In the table entitled "Gradation Requirements For Cover Aggregate" in Subsection 703.14.2.1 on page 622, delete the requirement for the No. 16 sieve for Size No. 7 under the column "Slag or Expanded Clay".

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

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

### PERCENT PASSING BY WEIGHT

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

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

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

### SECTION 905 - PROPOSAL

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

Date

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

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

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

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

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

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

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

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

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

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

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

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

|  | Respectfully Submitted, |            |     |     |       |
|--|-------------------------|------------|-----|-----|-------|
|  | DATE                    |            |     |     |       |
|  |                         | Contractor |     |     |       |
|  | BY                      | Signature  |     |     |       |
|  | TITLE                   |            |     |     |       |
|  | ADDRESS                 |            |     |     |       |
|  | CITY, STATE, ZIP        |            |     |     |       |
|  | PHONE                   |            |     |     |       |
|  | FAX                     |            |     |     |       |
|  | E-MAIL                  |            |     |     |       |
| (To be filled in if a corporation)   |                         |            |     |     |       |
| Our corporation is chartered under the Laws titles and business addresses of the executives are as |                         |            | and | the | names |
| President  |                         | Address    |     |     |       |
| Secretary  |                         | Address    |     |     |       |
| Treasurer  |                         | Address    |     |     |       |
| The following is my (our) itemized proposal.   |                         |            |     |     |       |

Level and Seal Various Routes throughout the District, known as State Project No. MP-6000-00(246) / 305225301 in District 6.

| Line | Item Code    | Adj  | Quantity  | Units       | <b>Description</b> [Fixed Unit Price]                     |  |  |  |  |
|------|--------------|------|-----------|-------------|---|--|--|--|--|
| No.  |              | Code |           |             | Roadway Items   |  |  |  |  |
| 0010 | 202-B078     |      | 130       | Square Yard | Removal of Pavement, All Types and Depths                 |  |  |  |  |
| 0020 | 406-A001     |      | 1,600     | Square Yard | Cold Milling of Bituminous Pavement, All Depths           |  |  |  |  |
| 0030 | 618-A001     |      | 1         | Lump Sum    | Maintenance of Traffic                                    |  |  |  |  |
| 0040 | 627-H001     |      | 9,970     | Each        | Chip Seal Reflective Raised Markers. Two-Way Yellow       |  |  |  |  |
| 0050 | 627-J001     |      | 5,000     | Each        | Two-Way Clear Reflective High Performance Raised Markers  |  |  |  |  |
| 0060 | 627-L001     |      | 9,500     | Each        | Two-Way Yellow Reflective High Performance Raised Markers |  |  |  |  |
| 0070 | 907-304-F004 | (GT  | ) 2,000   | Ton         | Size 825B Crushed Stone Base                              |  |  |  |  |
| 0080 | 907-407-A001 | (A2) | ) 13,000  | Gallon      | Asphalt for Tack Coat                                     |  |  |  |  |
| 0090 | 907-410-A001 | (A2  | ) 470,000 | Gallon      | Asphalt for Surface Treatment, Grade CRS-2P               |  |  |  |  |
| 0100 | 907-410-C002 | (GY  | ) 11,000  | Cubic Yard  | Seal Aggregate Cover Material, Size 7, Limestone          |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP AA NUMBER 1                                      |  |  |  |  |
| 0110 | 907-403-A012 | (BA1 | ) 100     | Ton         | Hot Mix Asphalt, ST, 19-mm mixture                        |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP AA NUMBER 2                                      |  |  |  |  |
| 0120 | 907-403-M004 | (BA1 | ) 100     | Ton         | Warm Mix Asphalt, ST, 19-mm mixture                       |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP BB NUMBER 1                                      |  |  |  |  |
| 0130 | 907-403-A015 | (BA1 | ) 850     | Ton         | Hot Mix Asphalt, ST, 9.5-mm mixture                       |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP BB NUMBER 2                                      |  |  |  |  |
| 0140 | 907-403-M001 | (BA1 | ) 850     | Ton         | Warm Mix Asphalt, ST, 9.5-mm mixture                      |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP CC NUMBER 1                                      |  |  |  |  |
| 0150 | 907-403-B009 | (BA1 | ) 12,000  | Ton         | Hot Mix Asphalt, ST, 9.5-mm mixture, Leveling             |  |  |  |  |
|      |              |      |           | ALTERNAT    | TE GROUP CC NUMBER 2                                      |  |  |  |  |
| 0160 | 907-403-N001 | (BA1 | ) 12,000  | Ton         | Warm Mix Asphalt, ST, 9.5-mm mixture, Leveling            |  |  |  |  |
|      |              |      |           |             |   |  |  |  |  |

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

### **CONDITIONS FOR COMBINATION BID**

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

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

### **COMBINATION BID PROPOSAL**

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

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

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

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

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

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

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

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

SIGNED \_\_\_\_\_

# JACKSON, MISSISSIPPI <u>CERTIFICATE</u>

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.

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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) <u>ONLY</u>.)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

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

Contractor \_\_\_\_\_\_By \_\_\_\_\_

Title \_\_\_\_\_

### CERTIFICATE MUST BE EXECUTED

(Address)

(Address)

(Address)

(Address)

**T1** 

# **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

# CERTIFICATION

(Execute in duplicate)

| I,                                      | ;   |
|---|---|
| (Name of                                | person signing certification)                       |
| individually, and in my capacity as     | of  |
|   | (Title)   |
|   | do hereby certify under                             |
| (Nan                                    | ne 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, Partnershi               | p, or Corporation)                                  |
| on Project No. MP-6000-00(246) / 305225 | 5301,   |

in <u>District Wide</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**

# CERTIFICATION

(Execute in duplicate)

| I,                                      | ;   |
|---|---|
| (Name of                                | person signing certification)                       |
| individually, and in my capacity as     | of  |
|   | (Title)   |
|   | do hereby certify under                             |
| (Nan                                    | ne 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, Partnershi               | p, or Corporation)                                  |
| on Project No. MP-6000-00(246) / 305225 | 5301,   |

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

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

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

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

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

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

Signature

(5/29/2008S)

### SECTION 902

### CONTRACT FOR MP-6000-00(246) / 305225301

### LOCATED IN THE COUNTY(IES) OF **District Wide**

#### STATE OF MISSISSIPPI,

### COUNTY OF HINDS

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

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

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

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

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

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

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

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

| Witness our signatures this the  |           |        |            | this the | da                 | ay of |                              | ·    |           |       |        |     |        |
|--|-----------|--------|------------|----------|--------------------|-------|------------------------------|------|-----------|-------|--------|-----|--------|
| <br>By   |           | tracto | . /        |          |                    | М     | IISSISSIPPI TR               | RANS | SPORTATIO | N CON | MMISSI | ON  |        |
| Title<br>Signed and sealed in the presence of:<br>(names and addresses of witnesses) |           |        | B <u>y</u> | ¥        | Executive Director |       |                              |      |           |       |        |     |        |
|  |           |        |            |          |                    |       | Secr<br>Commission<br>, Page | in   |           |       |        | day | <br>of |
|  | 8/06/2003 |        | /          |          |                    |       | / U                          | -    |           |       |        |     |        |

# SECTION 903 PERFORMANCE AND PAYMENT BOND

| CONTRACT BOND FOR: MP-600                    | 0-00(246) / 305225301  |
|--|--|
| LOCATED IN THE COUNTY(IES) OF:               | District Wide  |
| STATE OF MISSISSIPPI,                        |  |
| COUNTY OF HINDS                              |  |
| Know all men by these presents: that we,     |  |
|  | ( Contractor )   |
|  | cipal, a   |
|  | in the State of  |
| and  | (Surety)   |
| residing at                                  | in the State of,   |
|  | Mississippi, under the laws thereof, as surety, are held and firmly bound  |
| unto the State of Mississippi in the sum of  | · · · · · · · · · · · · · · · · · · ·  |
|  |  |
| (\$  | ) Dollars, lawful money of the United States of America, to be paid  |
| to it for which payment well and truly       | to be made, we bind ourselves, our heirs, administrators, successors, or   |
| assigns jointly and severally by these pres  | ents.  |
|  |  |
| Signed and sealed this th                    | e day of   |
|  |  |
| The conditions of this bond are such, that   | whereas the said   |
| · · · · · · · · · · · · · · · · · · ·        |  |
| principal, has (have) entered into a contr   | act with the Mississippi Transportation Commission, bearing the date of  |
|  |  |
|  | in said contract in accordance with the Contract Documents therefor, on  |
| file in the offices of the Mississippi Depar | tment of Transportation, Jackson, Mississippi.   |
|  |  |
| Now therefore, if the above bounden          |  |
|  | in all things shall stand to and abide by and well and truly observe,  |
| contained on his (their) part to be observ   | terms, covenants, conditions, guarantees and agreements in said contract,<br>ved, done, kept and performed and each of them, at the time and in the<br>naterial and equipment specified in said contract in strict accordance with |

the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in

### **SECTION 903 - CONTINUED**

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

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



# **BID BOND**

| KNOW ALL MEN BY THESE PRE   | SENTS, that we   |   |  |   |
|---|--|---|--|---|
|   |  |   | Contractor   |   |
|   |  |   | Address  |   |
|   |  |   | City, State ZIP  |   |
| as Principal, hereinafter called the Pri  | incipal, and   |   | Surety   |   |
| a corporation duly organized under th   | ne laws of the state of  |   | -  |   |
| as Surety, hereinafter called the Suret   | ty, are held and firmly  | bound unto  | State of Mississippi, Jack   | xson, Mississippi   |
| As Obligee, hereinafter called Oblige   | e, in the sum of <b>Five</b>   | Per Cent (5%  | <b>b) of Amount Bid</b>  |   |
|   | Dollars (\$  |   |  |   |
| for the payment of which sum will executors, administrators, successors   |  |   |  | oind ourselves, our heirs,  |
| WHEREAS, the Principal has submit<br>Project No. MP-6000-00(246) / 3052   |  | d Seal Vario  | us Routes throughout the   | District, known as State  |
| NOW THEREFORE, the condition of<br>said Principal will, within the time r<br>performance of the terms and condit<br>will pay unto the Obligee the different<br>which the Obligee legally contracts w<br>in no event shall liability hereunder e | equired, enter into a f<br>ions of the contract, t<br>ence in money betwee<br>with another party to pe | ormal contraction then this oblig on the amount erform the wo | t and give a good and suff<br>ation to be void; otherwise<br>of the bid of the said Prin | icient bond to secure the<br>the Principal and Surety<br>cipal and the amount for |
| Signed and sealed this o  | lay of   | , 20  |  |   |
|   |  |   | (Principal)  | (Seal)  |
|   |  | By:   |  |   |
| (Witness)   |  | <u> </u>  | (Name)   | (Title)   |
|   |  |   | (Surety)   | (Seal)  |
|   |  |   | · · · · ·  | × ,   |
| (Witness)   |  | By:   | (Attorney-in-Fa  | act)  |
| (willess)   |  |   | (Automey-III-Fa  |   |
|   |  | MS Agent  |  |   |

Mississippi Insurance ID Number