MDOT Use Only

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Keyed



SM No. CMP6000002511

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

7

Sealing on various routes in District 6, known as State Project No. MP-6000-00 (251) / 305526301 Districtwide.

Project Completion: 10/16/2015

(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 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 the percentage in the contract is 1% or greater, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL. Form OCR-485, when required by contract, has been completed and signed. The last sheet of the Expedite bid sheets of SECTION 905--PROPOSAL has been signed. Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11). Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u>. Subcontract Certificate, when included in contract, has been completed and signed. The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate. A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached. ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents. Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION TABLE OF CONTENTS

PROJECT: MP-6000-00(251)/305526301 - District 6

Section 901 - Advertisement

| Section 904 - Notice t | o Bidders |
|------------------------|--|
| #1 | Governing Specifications |
| #1405 | Errata & Modifications to 2004 Standard Specifications |
| #1928 | Federal Bridge Formula |
| #2937 | Reduced Speed Limit Signs |
| #3893 | Petroleum Products Base Price |
| #4214 | Safety Apparel |
| #4526 | Electronic Addendum Process |
| #4565 | Manual on Uniform Traffic Control Devices (MUTCD) |
| #4661 | Payroll Requirements |
| #5044 | Questions Regarding Bidding |
| #5050 | Adjustments for Bituminous Materials |
| #5053 | Contractor Correspondence |
| #5080 | Standard Drawings |
| #5405 | Traffic Control Devices |
| #5412 | Weight Limits |
| #5520 | Contract Time |
| #5521 | Scope of Work |
| Section 907 - Special | Provisions |
| 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 |
| 907-104-6 | Partnering Process |
| 907-105-8 | Control of Work |
| 907-107-13 | Legal Relations and Responsibility to Public |
| 907-108-37 | Prosecution and Progress |
| | - |

- Measurement and Payment 907-109-7
- Polymer Modified Asphalt Rejuvenating Scrub Seal 907-405-8
- 907-410-7 **Bituminous Surface Treatments**
- Temporary Construction Signs 907-618-13
- 907-702-5 Specifications for Bituminous Materials
- 907-703-12 Aggregates, w/ Supplement

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal

State Board of Contractors Requirement

State Certification Regarding Non-Collusion, Debarment and Suspensions(2)

Section 902 - Contract Form

Section 903 - Contract Bond Forms

PROJECT: MP-6000-00(251)/305526301 - District 6

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA) 06/01/2015 07:36 AM

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until <u>10:00 o'clock A.M.</u>, <u>Tuesday</u>, June 23, 2015, and shortly thereafter publicly opened on the Sixth Floor for:

Sealing on various routes in District 6, known as State Project No. MP-6000-00(251) / 305526301 Districtwide.

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

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". | |

- 2 -

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

- 3 -

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

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

- 4 -

SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

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

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

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

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

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

SECTION 904 - NOTICE TO BIDDERS NO. 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. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

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

Monthly Petroleum Products Base Prices can be viewed at:

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

SECTION 904 - NOTICE TO BIDDERS NO. 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. 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. 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. 5044

CODE: (SP)

DATE: 05/13/2014

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 the day prior to the letting. Answers to questions will be posted by 6:00 p.m. on the day prior to the letting. 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. 5050

CODE: (SP)

DATE: 05/28/2014

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, LD-7, CQS-1h, 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 Based on Prices For |
|-----------------|---|
| RC-70, 250, 800 | MC-70 |
| RS-1, 2 | CRS-2 |
| MC-30, 250 | MC-70 |
| MS-2h | SS-1 |
| LD-7, CQS-1h | CSS-1 |
| CMS-2h | SS-1 |

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

SECTION 904 – NOTICE TO BIDDERS NO. 5080

CODE: (SP)

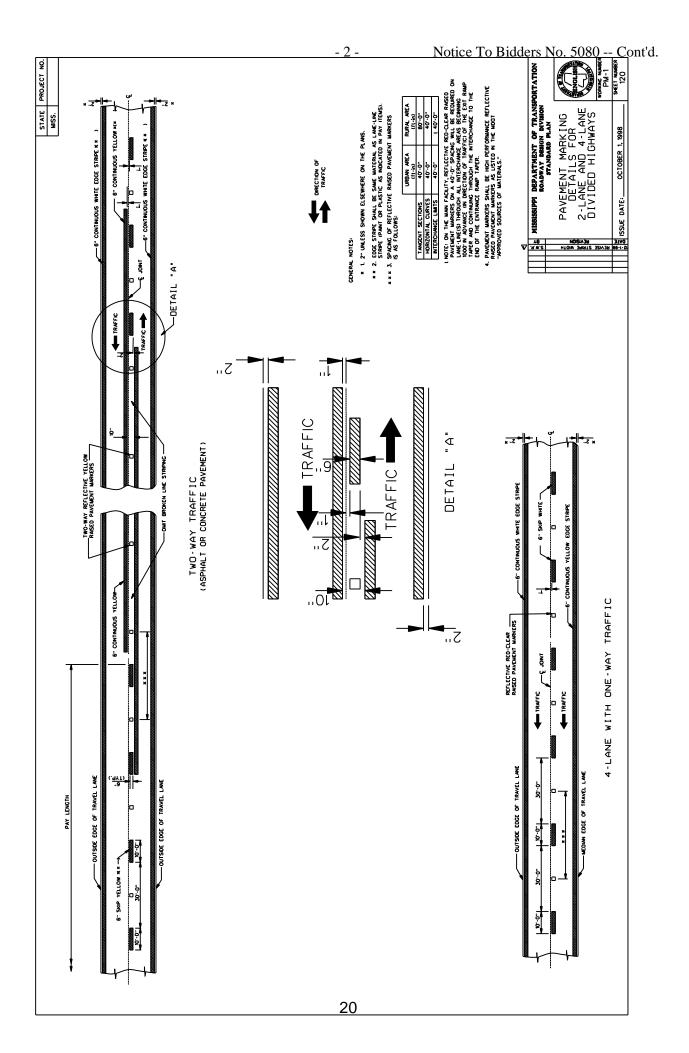
DATE: 06/10/2014

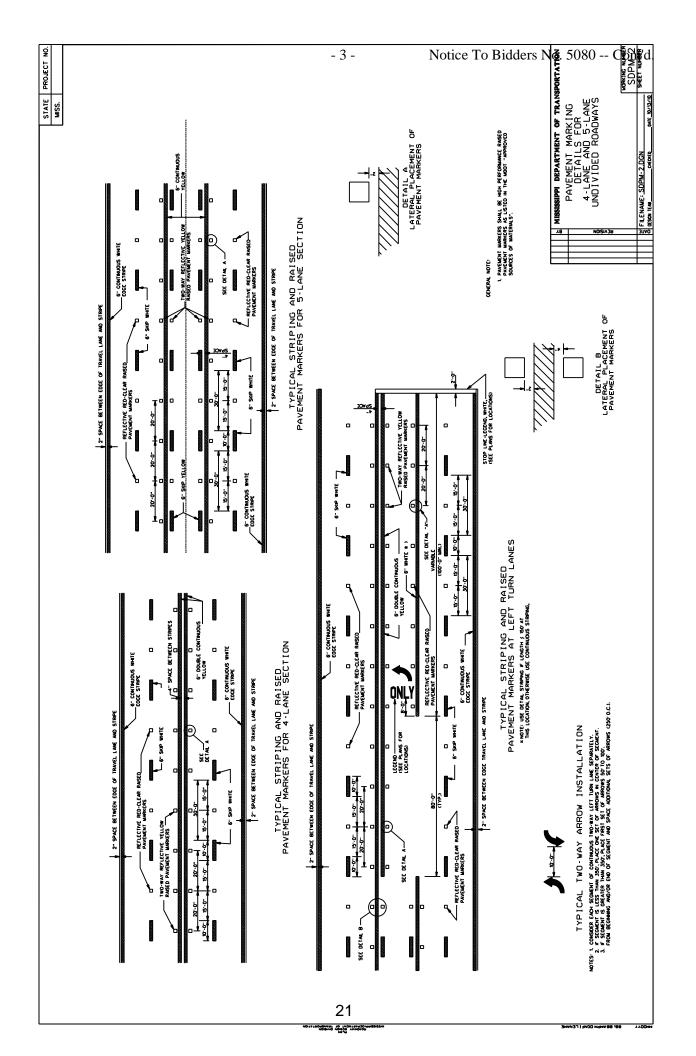
SUBJECT: Standard Drawings

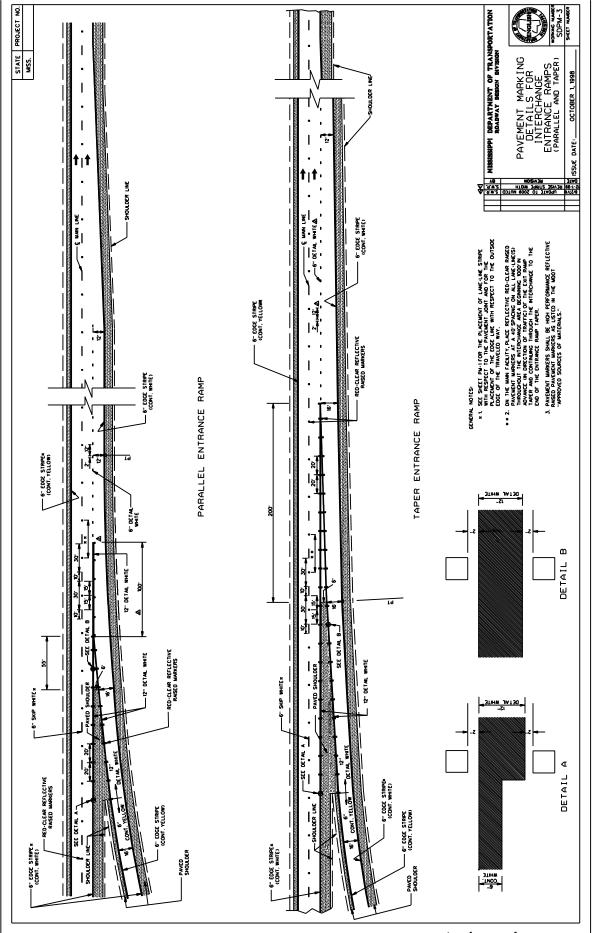
Standard Drawings attached hereto shall govern appropriate items of required work.

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>



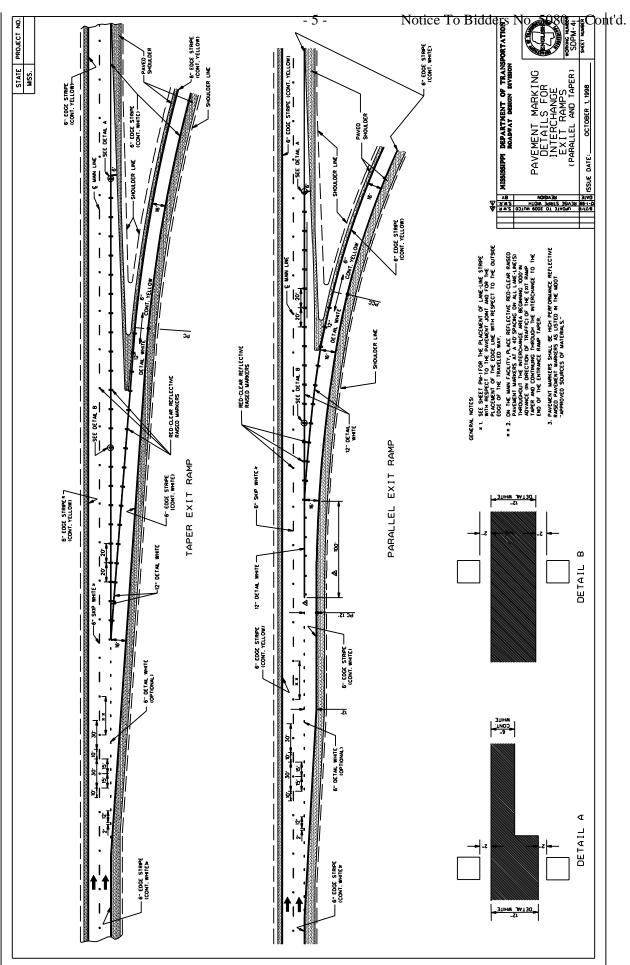




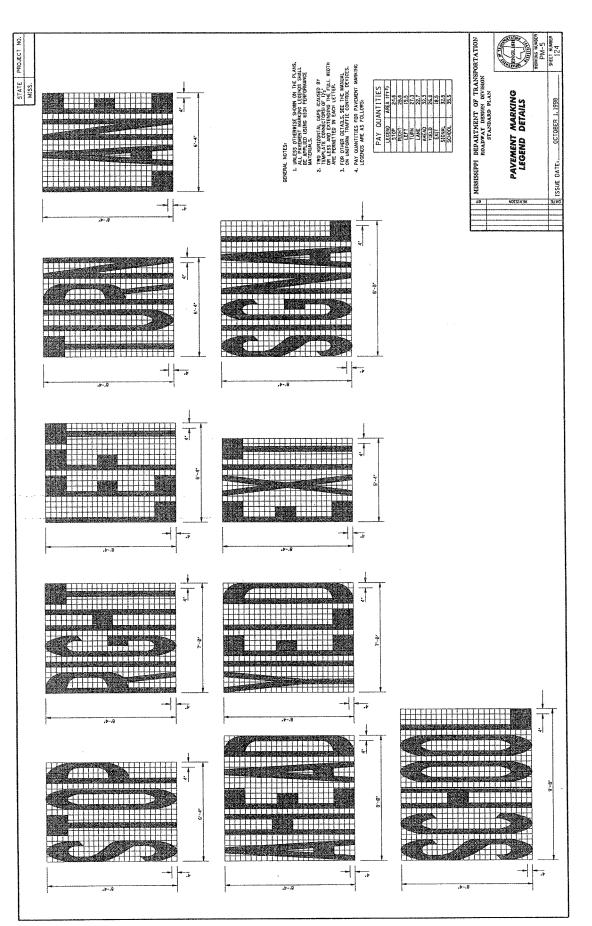
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Notice To Bidders No. 5080 -- Cont'd.

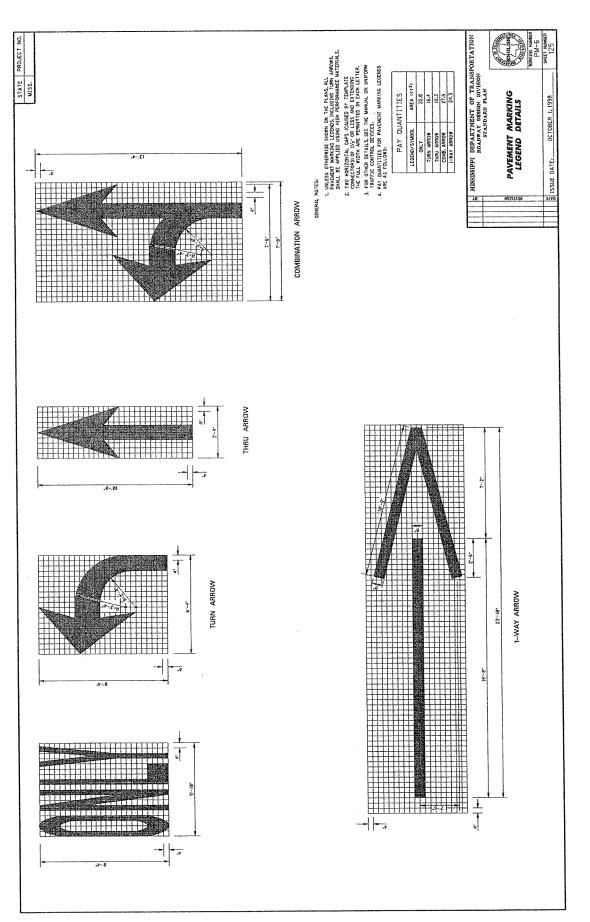
Povement Morking - interchange ramps/PMJ.5.0CN

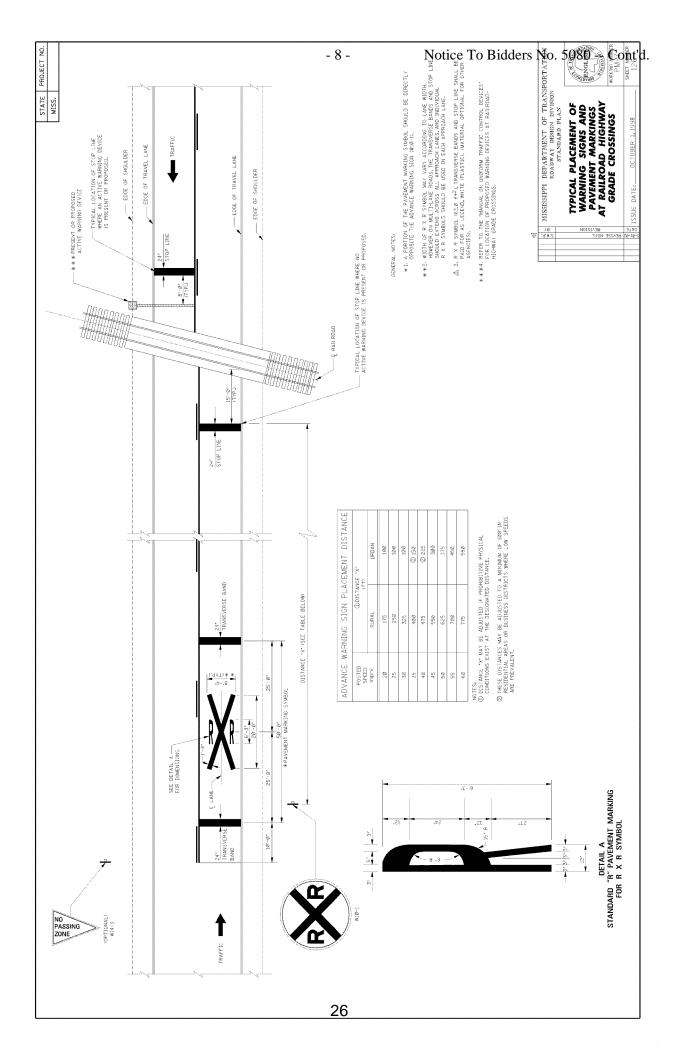


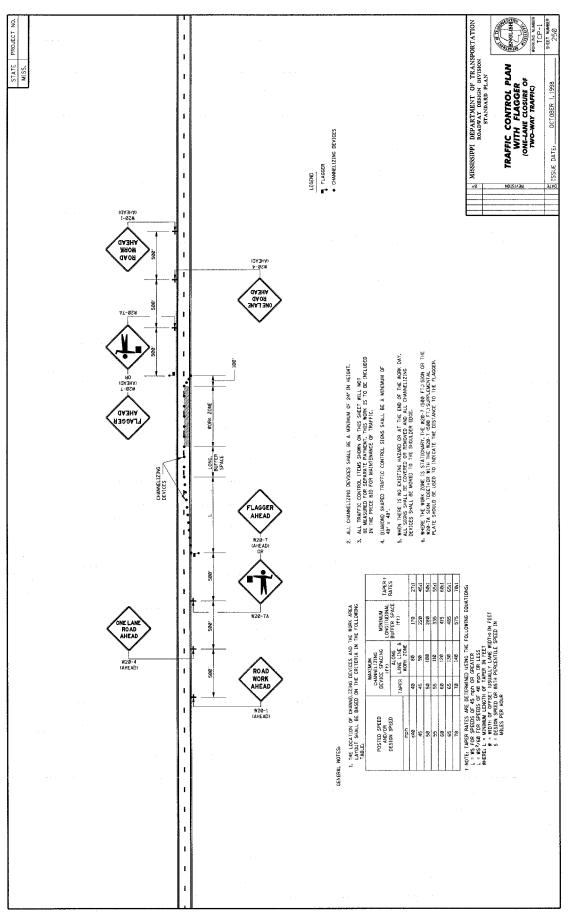
Povement Morking - interchange ramps/PM-4.DGN



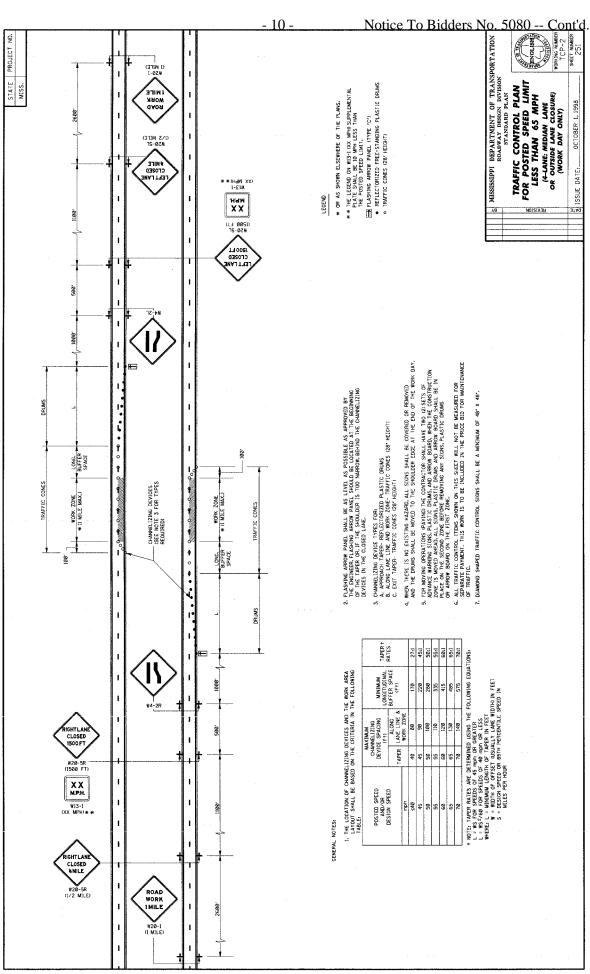
- 6 -

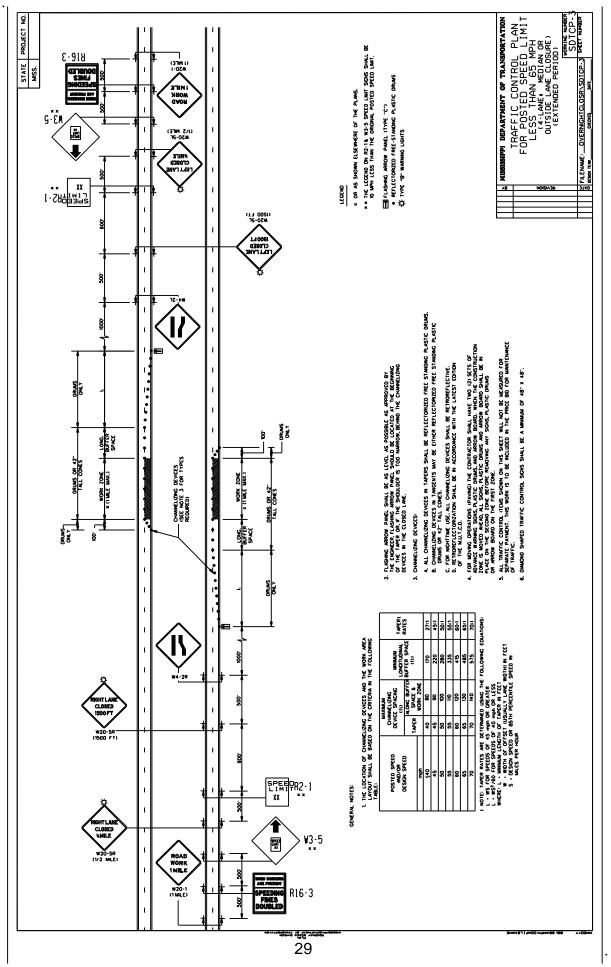


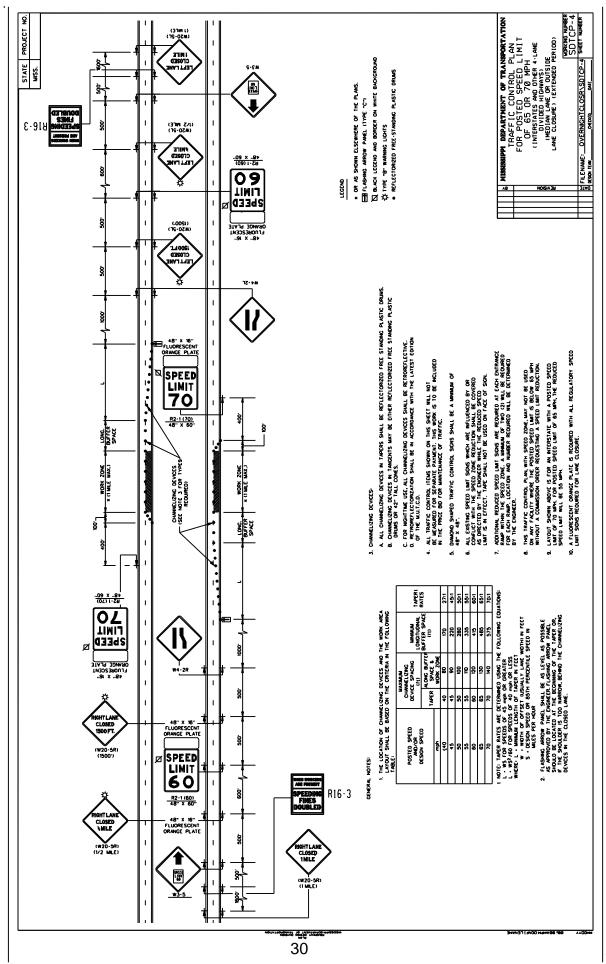


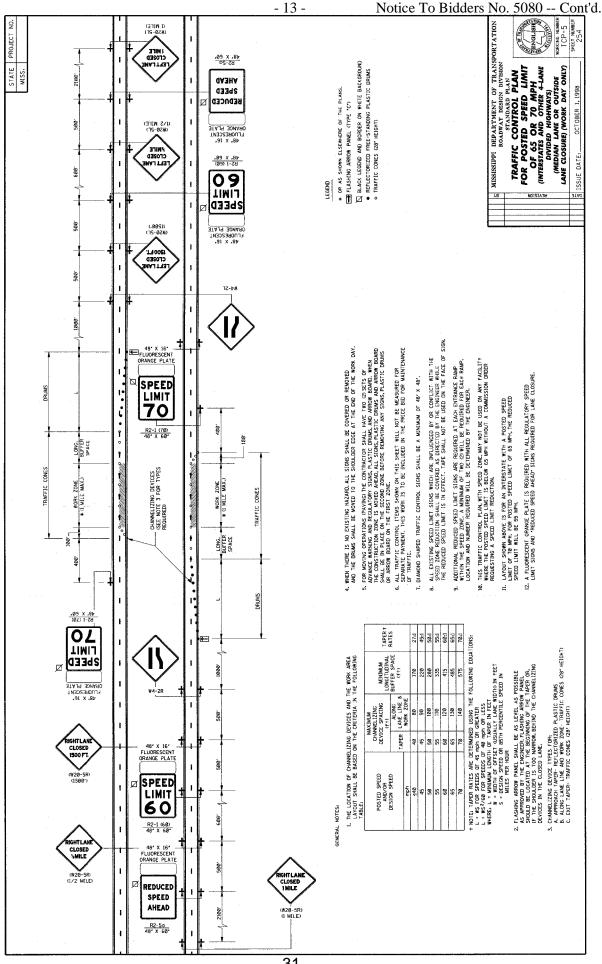


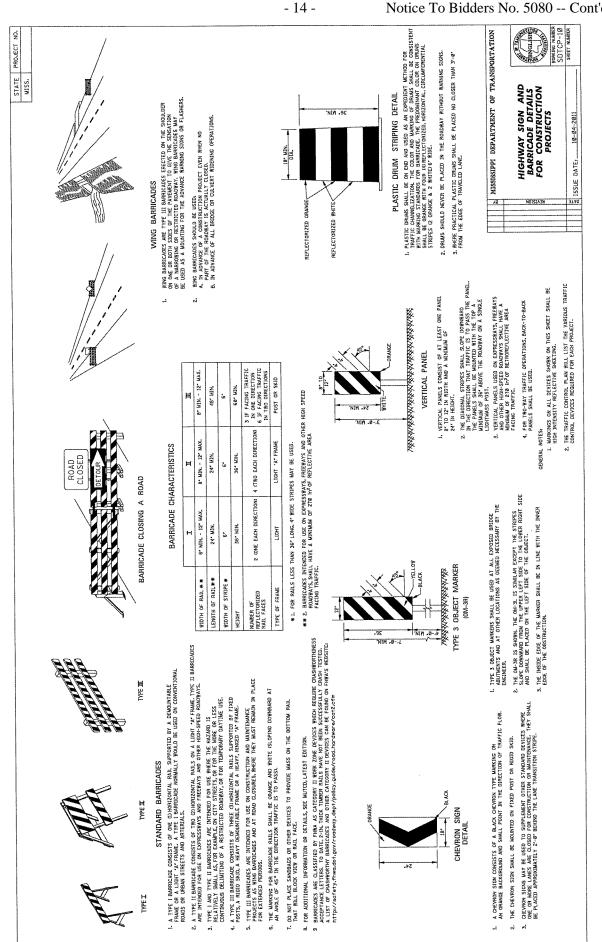
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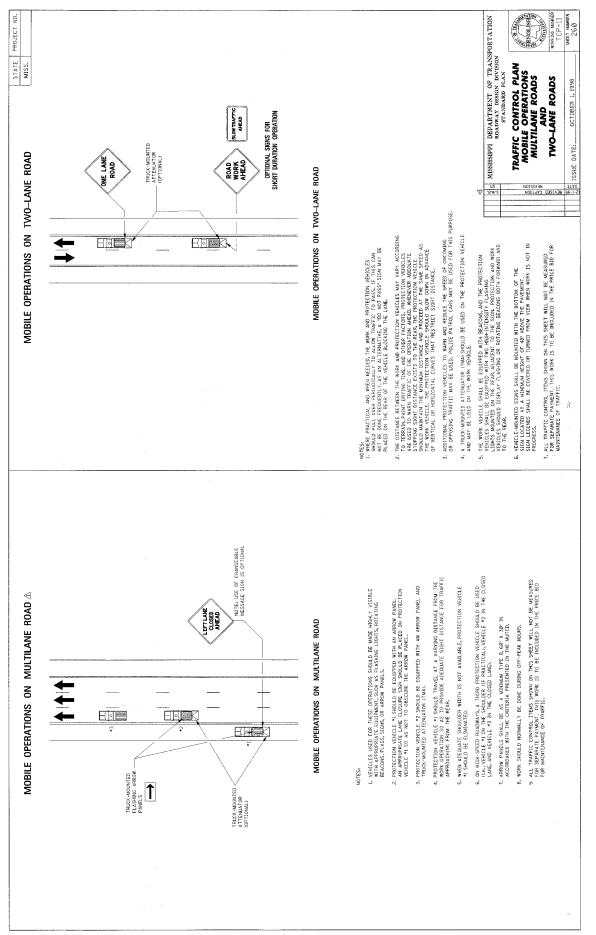




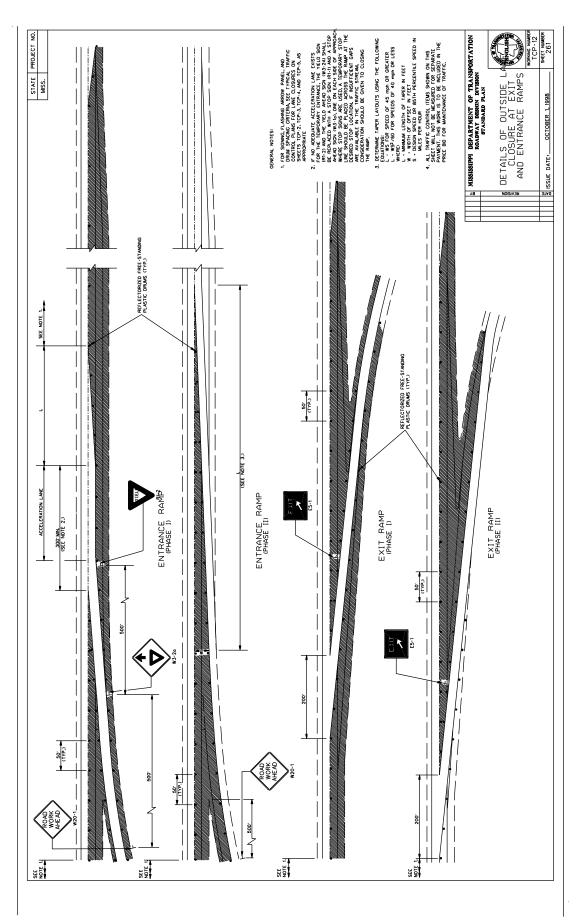




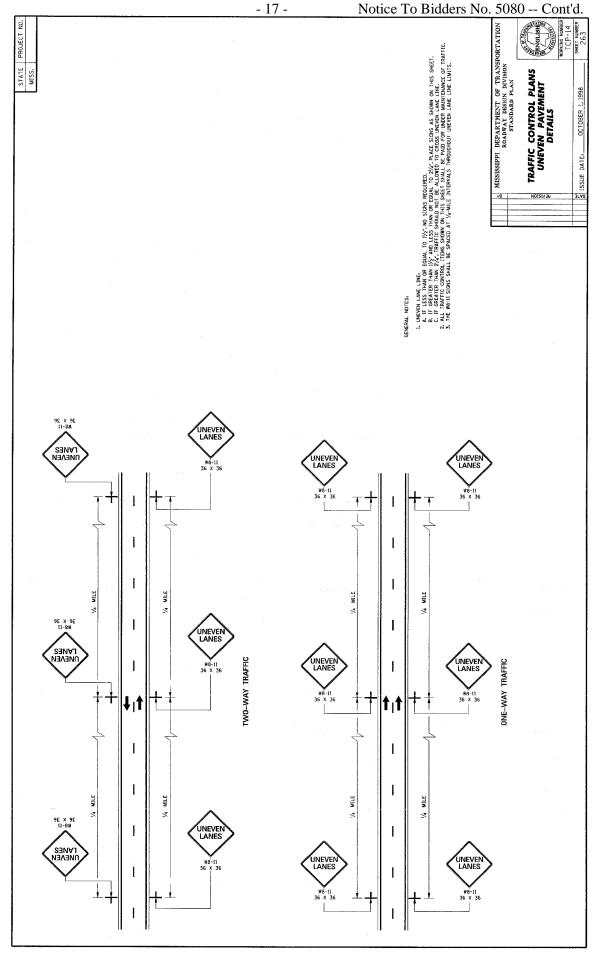


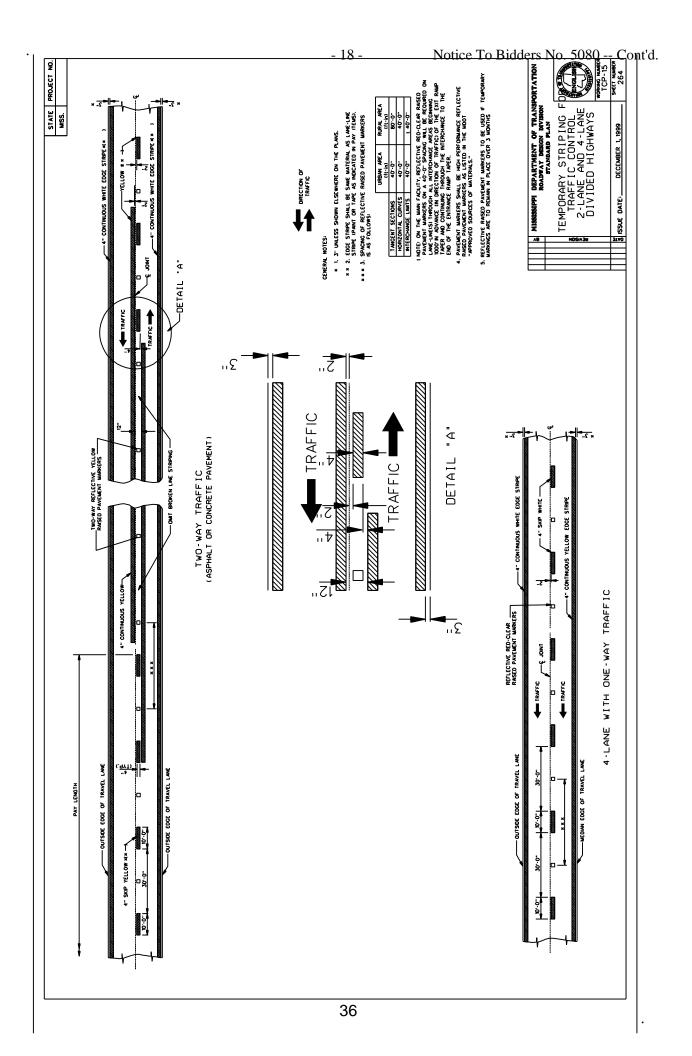


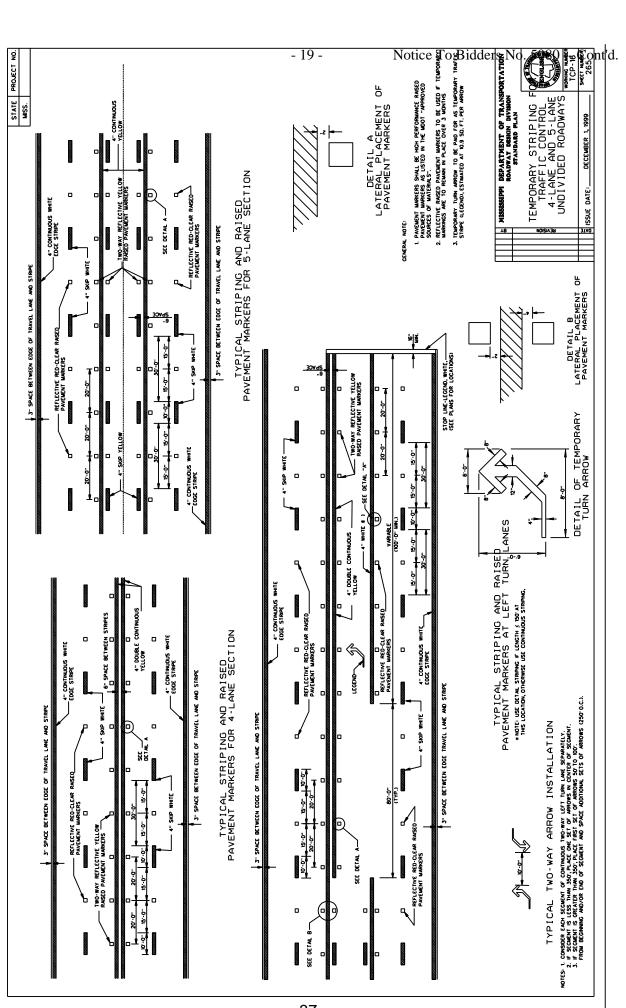
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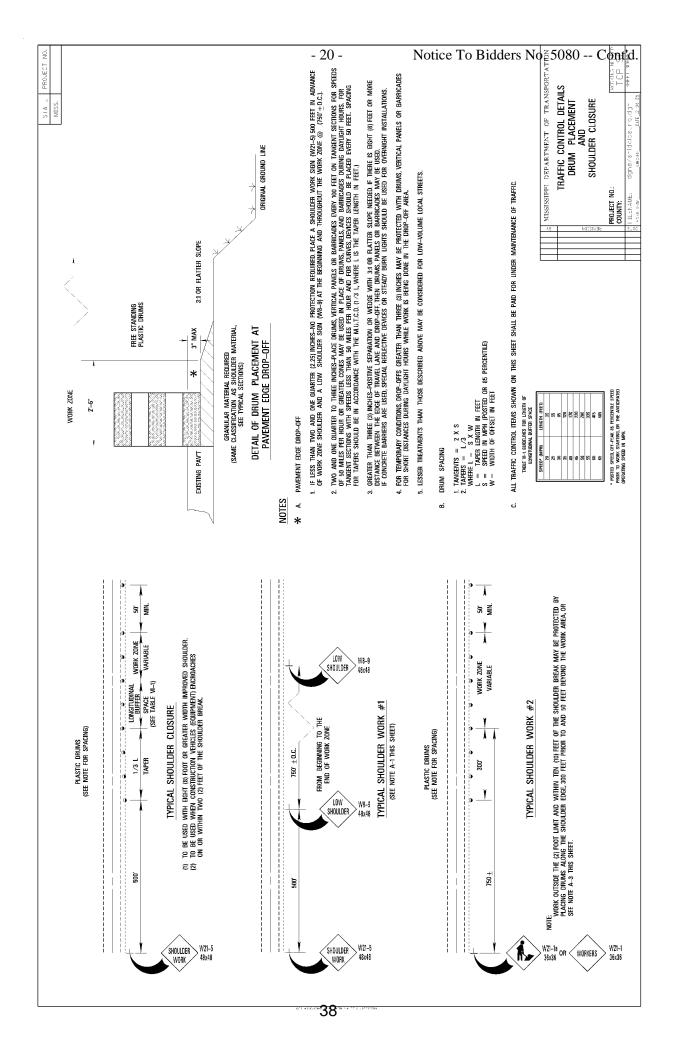
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SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

DATE: 02/11/2015

SUBJECT: Traffic Control Devices

Bidders are advised of the following two changes regarding traffic control devices.

Flashing Arrow Panels

In Subsection 619.02.5 of the Standard Specifications, it states that flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD. The new MUTCD has changed this reference to Section 6F.61. Flashing arrow panels on this project must meet the requirements of Section 6F.61 of the latest MUTCD.

Type III Barricade Rails

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

SECTION 904 - NOTICE TO BIDDERS NO. 5520

CODE: (SP)

DATE: 5/08/2015

SUBJECT: Contract Time

PROJECT: MP-6000-00(251) / 305526301 – Districtwide (6)

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 16, 2015</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>July 14, 2015</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>August 13, 2015</u>.

Should the Contractor request a Notice to Proceed earlier than <u>August 13, 2015</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.

SECTION 904 - NOTICE TO BIDDERS NO. 5521

CODE: (SP)

DATE: 03/23/2015

SUBJECT: Scope of Work

PROJECT: MP-6000-00(251) / 305526301 - District Wide

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:

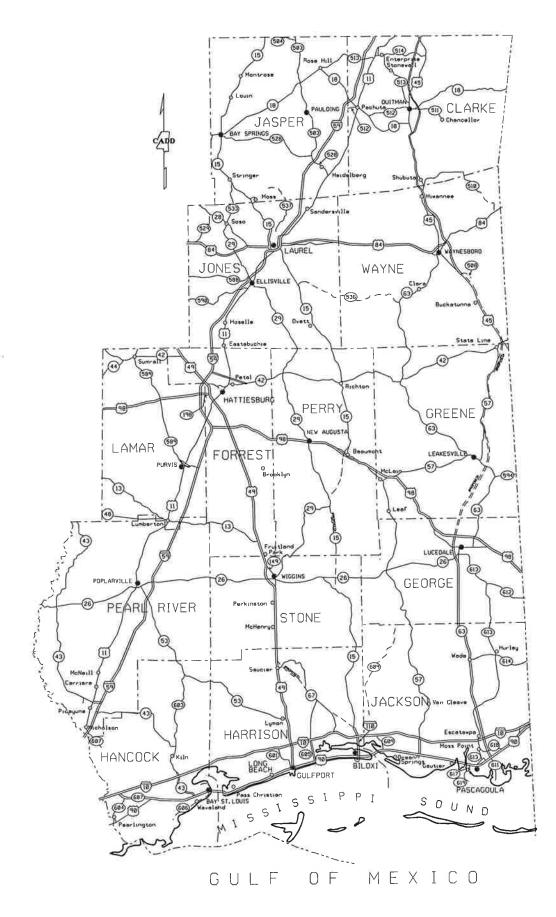
- 1. Striping for this project shall be the responsibility of the MDOT. Arrangements shall be made with the Project Engineer 48 hours before sealing operations begin.
- 2. Brooming or other approved method of cleaning the existing asphalt roadway shall be done prior to placing seal material (CRS-2P).
- 3. 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.
- 4. 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.
- 5. Placement rates for seal material (CRS-2P) for chip seal routes shall be directed by the Project Engineer and may vary depending on the surface. Special Provision 907-410 may be followed as a guide.
- 6. Size #7 stone for chip seal routes shall be placed according to Special Provision 907-410 as directed by the Project Engineer. The loading, transporting, and placement of the seal aggregate shall be paid under pay item 907-410-C002.
- 7. Seal material and seal aggregate shall not be placed on existing rumble strips.
- 8. A scrub seal shall be placed on SR 29 in Perry County from 1 mile South of US 98, North 11.4 miles to Daughtry Hill Road. The Town Limits of New Augusta shall not be scrub sealed as per the Project Engineer. Payment for the bituminous surface treatment Scrub Seal will be made under Pay Item No.907-405-D001, Scrub Seal.
- 9. The Contractor shall provide all signs and traffic control devices necessary to safely maintain traffic around and through the work zone areas, with a MAXIMUM permissible construction zone of three thousand (3000) feet, 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.

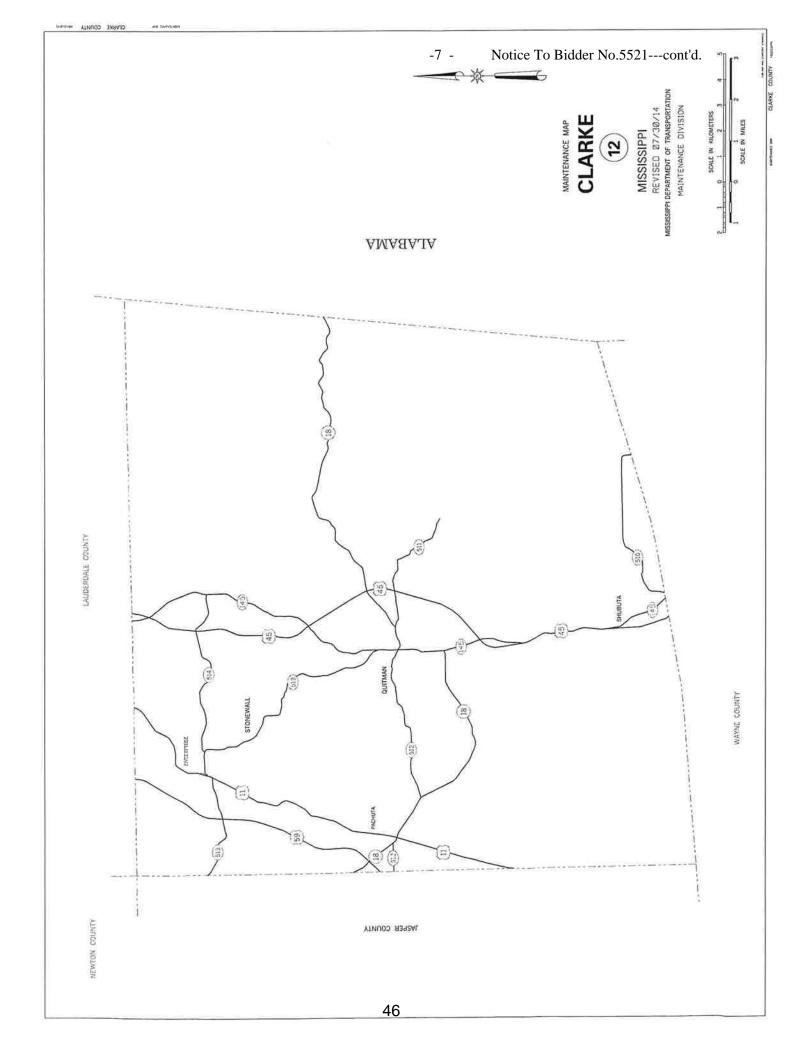
- 10. Advanced construction signs, NO PASSING, DO NOT PASS, and PASS WITH CARE signs will be installed and maintained by MDOT.
- 11. Placement of Chip Seal Reflective Markers shall be at a spacing of 40 feet along the centerline in curves and 80 feet along the centerline in tangents of the seal routes.
- 12. Final brooming of excess seal aggregate material shall be according to Special Revision 907-410.
- 13. 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.
- 14. Payment for the bituminous surface treatment for chip seal will be made under Pay Item No. 907-410-A001 Asphalt for Surface Treatment, CRS-2P, and 907-410-C002 Seal Aggregate Cover Material, Size 7, Limestone.
- 15. Before placing seal, the temperature shall be 70°F and rising, and no threat of rain in the forecast as directed the Project Engineer.
- 16. Stone for seal 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.
- 17. A Fog Seal (CQS-1h) shall be placed on all routes at a rate of 0.11 gallons per square yard, or as directed by the Project Engineer. The Fog Seal (CQS-1h) shall be diluted 1:1 at the terminal before being delivered to the project. The fog seal shall be placed within 72 hours after the completion of chip/scrub seal placement on each route.

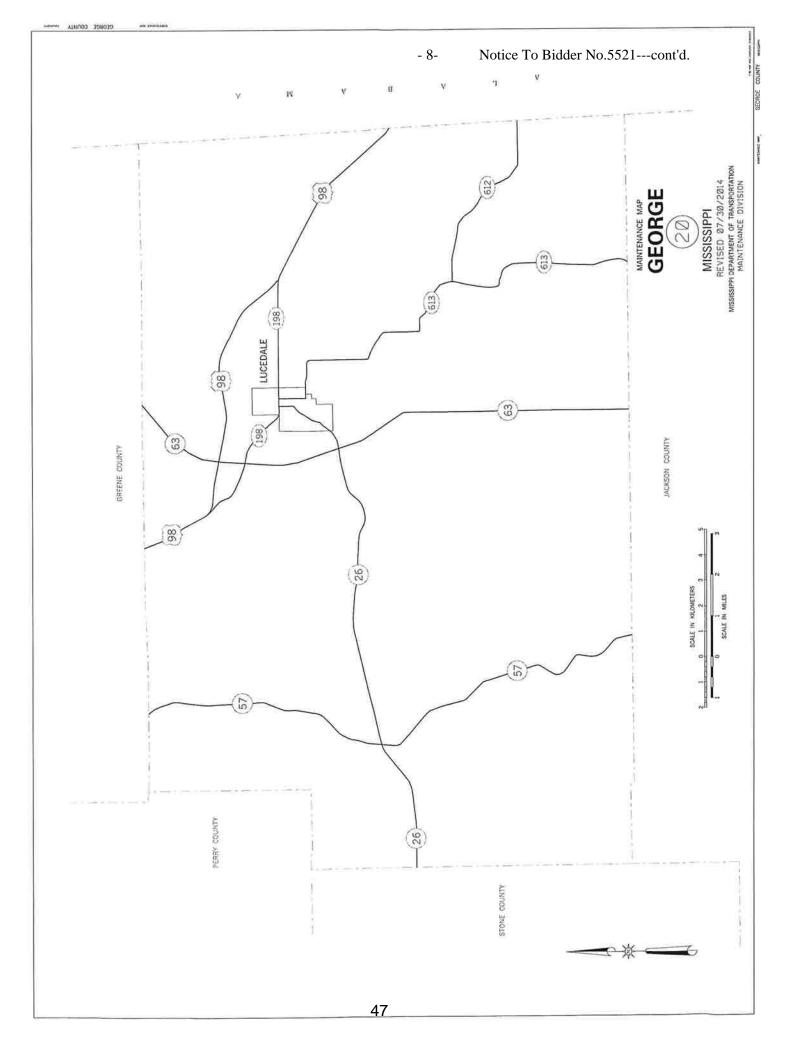
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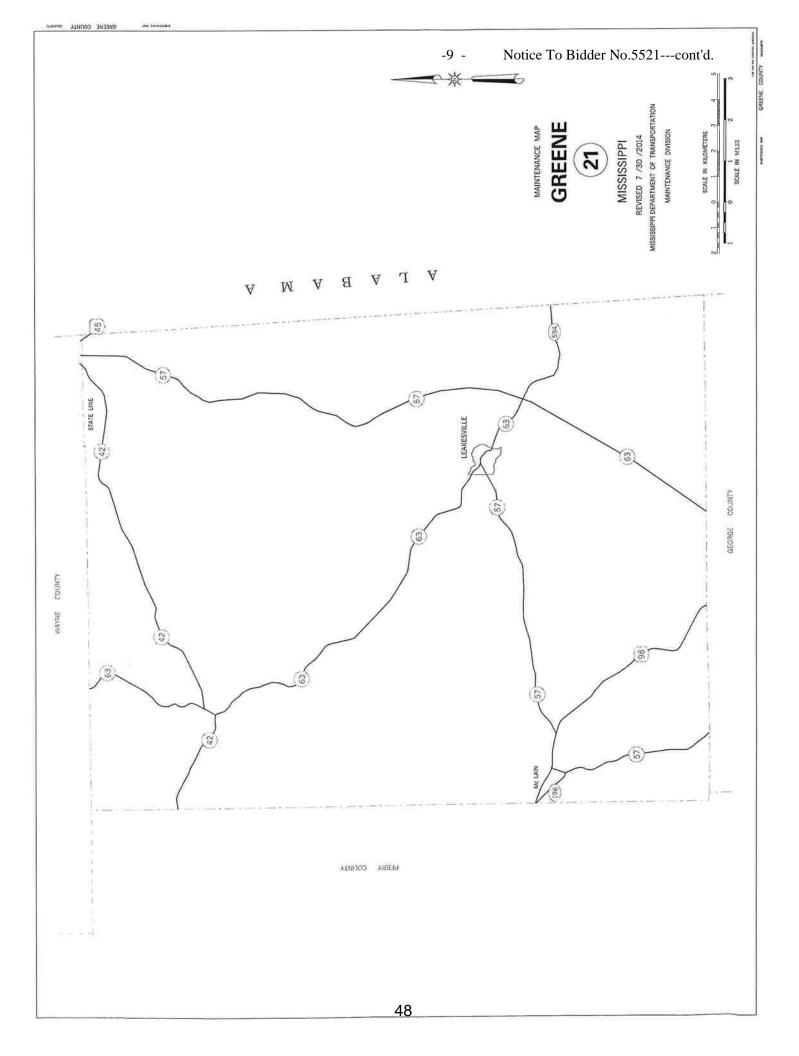
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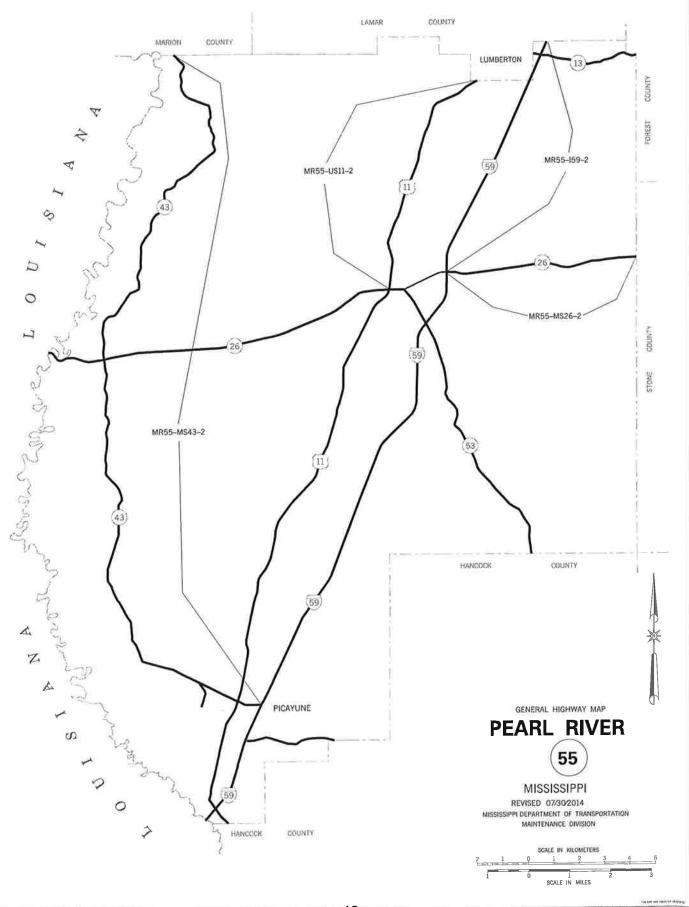








-: - Notice To Bidder No.5521---cont'd.

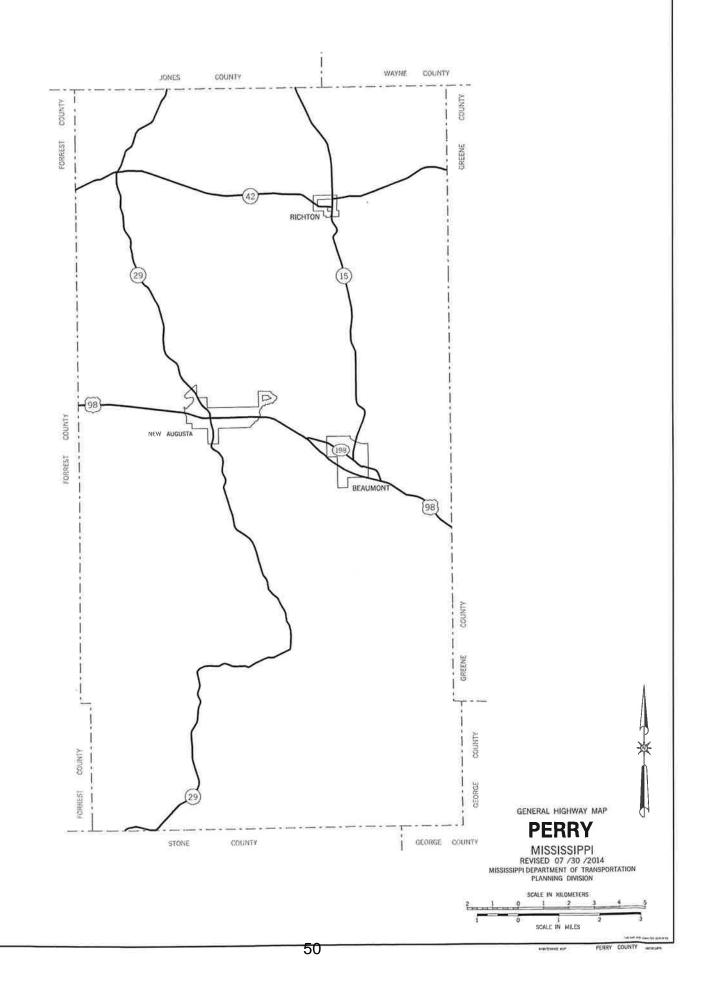


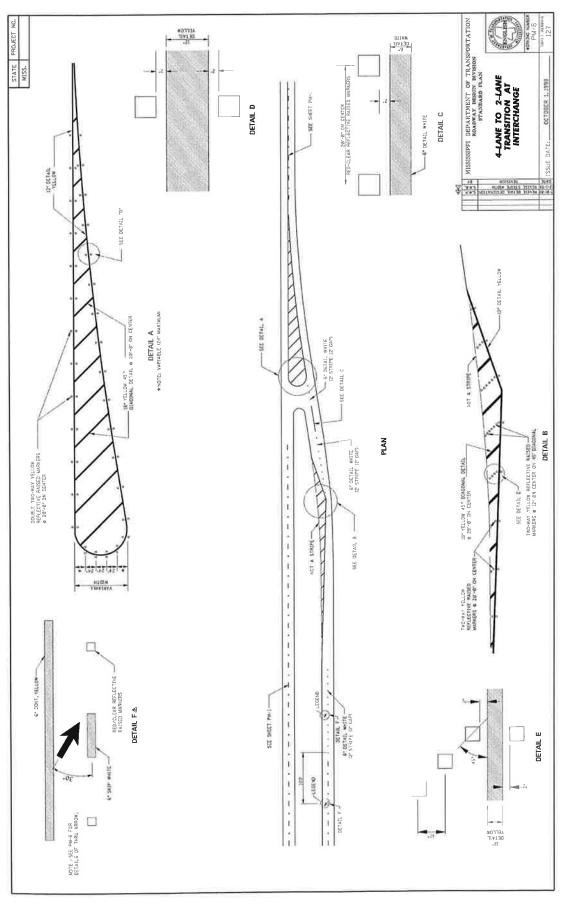
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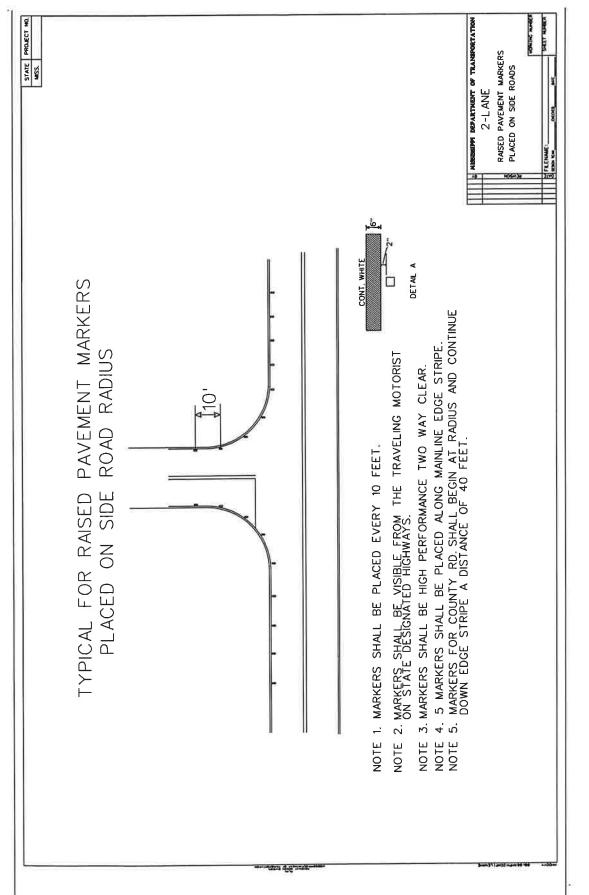
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SPECIAL PROVISION NO. 907-101-4

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.

- 2 -

<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.

SPECIAL PROVISION NO. 907-104-6

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

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

FORMAL PARTNERING:

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

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

- 2 -

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

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

INFORMAL PARTNERING:

If the Contractor and MDOT does not choose to have a Formal Partnering process or the contract does not require a Mandatory Formal Partnering process, an informal partnering meeting shall be conducted on at least a monthly basis. It will be mandatory that the Project Engineer and Project Superintendent attend the meeting. It is recommended that MDOT Inspectors, foremen, and other project managers attend the meeting.

The Project Engineer will be responsible for taking minute of the meeting. As soon as practical after the meeting, the Engineer will send a copy of the minutes of the meeting to the Contractor, District Construction Engineer, and State Construction Engineer. The Contractor will have 30 days to dispute the contents of the minutes or they will become an official record of the project.

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

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>907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special</u></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.

<u>907-105.05--Cooperation by Contractor.</u> Delete Subsection 105.05 on page 35 and substitute the following.

<u>907-105.05--Cooperation by Contractor.</u> The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet

<u>907-105.05.2--Certified Erosion Control Person</u>. On projects that require an erosion control plan, 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.

- 2 -

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

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

<u>907-105.16--Acceptance.</u> Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

<u>907-105.16--Acceptance.</u>

<u>907-105.16.1--Partial Acceptance of a Unit.</u> When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

<u>907-105.16.2--Partial Maintenance Release of a Project</u>. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

<u>907-105.16.3--Final Maintenance Release of a Project.</u> Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

<u>907-105.16.4.--Final Acceptance of a Project.</u> Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

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.

- 2 -

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

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

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

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

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

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

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

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

Coverage shall include:

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

- 3 -

- (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.

- 4 -

<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. 907-108-37

CODE: (SP)

DATE: 12/08/2014

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

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

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

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

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

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

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

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

<u>907-108.03.1--Progress Schedule.</u> On working day projects, the Department will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract. 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 progress 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.

- 2 -

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.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the Department shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

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

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory

- 3 -

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

907-108.06.1--Based on Working Day Completion.

<u>907-108.06.1.1--General.</u> Contract Time will be established on the basis of an allowable number of Working Days, as indicated in the contract. A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs (a) and (b), except during the months of December, January, and February.

During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places (0.000)

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".

<u>**907-108.06.1.2--Contract Time.</u>** The following TABLE OF ANTICIPATED WORKING DAYS indicates an average/anticipated number of working days per month.</u>

| Month | Working Days |
|----------|--------------|
| January | 6 |
| February | 7 |
| March | 11 |
| April | 15 |
| May | 19 |
| June | 20 |
| July | 21 |

TABLE OF ANTICIPATED WORKING 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 |

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

Available working 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 working 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 working 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 Engineer from the 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, and

(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 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 - 5 -

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.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed 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 working days assessed to-date on Form CSD-765 to the total allowable working 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.

<u>907-108.06.1.3--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.

An extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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 Working Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be on a working day basis.

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.

If the contract time 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 907-108.07 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.

<u>907-108.06.1.4--Cessation of Contract Time.</u> 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.

907-108.06.2--Based on Specified Completion Date.

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

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be between the date of the Beginning of Contract Time and the Specified Completion Date indicated in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Beginning of Contract Time and the date representing the number of Calendar Days determined by the Contractor to complete the work.

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.

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

The 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 elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

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

<u>907-108.06.2.2--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.

On all completion date contracts, an extension of contract time may be granted for unforeseen

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

- 8 -

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

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time 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 907-108.07 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.

907-108.06.2.3--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

<u>**907-108.07--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.</u>**

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

Schedule of Deductions for Each Day of Overrun in Contract Time

- 9 -

1

<u>907-108.10--Termination of Contractor's Responsibility</u>. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

SPECIAL PROVISION NO. 907-109-7

CODE: (SP)

DATE: 11/25/2014

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>. 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, including mark-up, 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:

- 2 -

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

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

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in 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, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

907-109.06--Partial Payment.

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

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

<u>907-109.06.2--Advancement on Materials.</u> Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

<u>907-109.06.2--Advancement on Materials.</u> Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-ofstate location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

- 3 -

Advancements will not be allowed until the Project Engineer has received copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the Department or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

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

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

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. 907-405-8

CODE: (SP)

DATE: 05/14/2013

SUBJECT: Polymer Modified Asphalt Rejuvenating Scrub Seal

Section 907-405, Scrub Seal, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-405 -- POLYMER MODIFIED ASPHALT REJUVENATING SCRUB SEAL

<u>907-405.01--Description</u>. This work shall consist of, but not be limited to, furnishing all labor, materials, equipment and transportation for the application of a polymer modified asphalt rejuvenating scrub seal. All ingredients shall be properly proportioned, mixed, and spread on the paved surface in accordance with this Specification and as directed by the Engineer.

<u>907-405.02--Materials.</u>

<u>907-405.02.1--Aggregate</u>. Unless otherwise noted, the aggregate material shall be one of the seal aggregate cover materials listed in and meeting the requirements of Subsection 703.14 of the Standard Specifications.

<u>907-405.02.2--Asphalt Emulsion for Scrub Seal.</u> The asphalt emulsion for scrub seal shall meet the requirements of the following table and shall be composed of a polymer modifier, a petroleum based rejuvenating agent, and asphalt.

| Test on Emulsion | Method | Speci | fication |
|--|---------------------------------------|-------|--------------------|
| | | (min) | (max) |
| Viscosity @77 (SFS) | AASHTO T 59 | 50 | 350 |
| Residue, w% ⁽¹⁾ | AASHTO T 59 | 60 | - |
| Storage Stability, 24 h, % | AASHTO T 59 | - | 1.0 |
| Sieve, w% | AASHTO T 59 | | 0.1 |
| Oil distillate, w% | AASHTO T 59 | | 0.5 |
| Test on Residue ⁽¹⁾ | | | |
| Viscosity @ 140°F, P | AASHTO T 202 | - | 3000 |
| Penetration @ 4°C (39.2°F), 200 g, 60 sec | AASHTO T 59 | 30 | - |
| Test on Polymer Modifier | | | |
| Swelling in rejuvenating agent, %; 48 hours exposure @ 104°F | ASTM D 471 ⁽²⁾ Modified | - | 40% intact film |
| Test on Rejuvenating Agent | | | |
| Flash point, COC, °F | AASHTO T 48 | 380 | - |
| Viscosity @ 140°F, CST | AASHTO T 201 | 50 | 175 |
| Saturate, % by weight | ASTM D 2007 | - | 30 |
| Asphaltenes | ASTM D 2007 | - | 1.0 |
| Test on Residue | | | |
| Weight Change, % | | | 6.5 |
| Viscosity Ratio | | | 3 |

- Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Polymer Modifier Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a $\frac{1}{2}$ " deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another $\frac{1}{2}$ " deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the sample shall be rejected as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the rejuvenating agent.

<u>907-405.02.2.1--Certification and Acceptance.</u> The Emulsion supplier shall submit a certification that the polymer modified rejuvenating emulsion meets the requirements of the specification. The certification shall be submitted to the Engineer prior to starting the work. The Engineer will sample the polymer modified rejuvenating emulsion according to Department procedures. Final acceptance of the emulsion for scrub seal will be based on the Manufacturer's Certification and testing conducted by the Department.

- 3 -

<u>907-405.03--Construction Requirements.</u> The attached sign drawings shall be used during scrub seal 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>907-405.03.1--Preparation</u>. The work shall be done in the following order: Prepare the pavement surface; apply the asphalt emulsion for scrub seal and scrub the applied emulsion with a scrub broom as specified herein; apply the aggregate, roll the aggregate, broom the aggregate with a secondary broom when specified; and sweep up and dispose of excess aggregate. Excess aggregate shall be removed from the project unless otherwise approved by the Engineer.

Prior to the scrub seal operation, the Contractor shall remove any and all vegetation within the limits of the scrub seal installation. The use of herbicides will be allowed at the discretion of the Engineer.

If used, the herbicide shall be applied at least 10 days prior to the scrub seal operation, or as directed by the manufacturer of the approved herbicide. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter catch basins or positive drainage facilities.

Prior to the scrub seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. Removal shall be performed to the satisfaction of the Engineer.

Prior to the scrub seal operation, all drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic over the exposed facilities, or other methods approved by the Engineer. All traces of plastic, residual emulsion and aggregate shall be removed from covered objects after the application of the scrub seal and/or prior to final inspection of the project.

Immediately prior to the scrub sealing operations, the Contractor shall sweep the entire pavement surface.

<u>907-405.03.2--Application</u>. The scrub seal shall be applied from edge of pavement to edge of pavement. The edges of the scrub seal application shall be maintained in a neat and uniform line. Scrub seal shall not be applied on concrete gutters or pads unless directed by the Engineer.

- 4 -

The application of the asphalt emulsion for scrub seal shall be applied only when the ambient and pavement temperatures are above 70°F.

The asphalt emulsion for scrub seal shall be applied with a distributor truck at the following target rates. The actual emulsion application rate shall be determined from the surface demands and aggregate used. Any adjustments of the application rate shall be approved by the Engineer, and manufacturer's representative if necessary.

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

| Seal Aggregate Gradation | Bituminous Material | | | | |
|-----------------------------|------------------------|------|---------------|--|--|
| Size No. 7 | Emulsified Asphalt | 0.33 | <u>+</u> 0.03 | | |
| Size No. 8 or 89 | Emulsified Asphalt | 0.30 | <u>+0.03</u> | | |

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.

The asphalt emulsion for scrub seal temperature when applied shall be a minimum of 140° to 180°F. For smaller areas, the emulsion may be applied with a wand. The emulsion shall be immediately broomed to fill cracks and voids. The emulsion scrub broom shall be as described below.

Immediately following the application of the emulsion to the road surface, the material shall be scrubbed with a scrub broom for the purpose of forcing the emulsion into the existing surface and distributing the emulsion evenly over variable road surface contours.

The application of the asphalt emulsion for scrub seal and scrub broom operation shall cease 40 feet prior to the end of the application. The remaining asphalt emulsion for scrub seal shall be dragged out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor truck, at the specified rate.

Immediately following the scrubbing of emulsion, aggregate shall be applied at the following application rates.

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

The actual aggregate application rate shall be as required by the surface demands and the emulsion used. The rate shall be adjusted, within the specified limit, up or down so that no "bleed through" occurs during rolling.

- 5 -

During the first day of production and at least once a week thereafter, the application rate of the aggregate shall be verified by the Department to assure that the appropriate application rate of the aggregate is applied. The rate can be verified by placing a tarp of at least 1.0 yd^2 area on the roadway surface. After allowing the 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} = bulk specific gravity of aggregate

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

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

A = area of tarp in yd^2

e = air voids in loose aggregate = 0.4

 G_{sb} 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 aggregate distributor should be adjusted such that the spread rate is within the above tolerance. The above procedure shall be repeated until the spread rate is within the allowable tolerance.

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

A minimum of two self-propelled pneumatic-tired rollers shall be used for the required rolling of the aggregate. The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the scrub seal operation. The pneumatic-tired rollers shall be minimum 5-ton rollers. The pneumatic-tired rollers shall be operated in such a manner to prevent the dislodging of newly applied aggregate.

- 6 -

<u>907-405.03.3--Stockpile Sites.</u> Sites for stockpiles of materials shall be grubbed and cleaned prior to storing the aggregates, and the ground shall be firm, smooth, and well drained.

<u>907-405.03.4--Equipment.</u> The following equipment shall be used for the scrub-seal operations.

- A. <u>Asphalt Distributor</u>. The asphalt distributor for application of the emulsion shall have a full circulation spray bar that is adjustable to at least sixteen feet (16') wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab within 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.
- B. <u>Scrub Broom</u>. A scrub broom as described herein shall be used to scrub the emulsion after application. The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with a means of raising and lowering the scrub broom at desired points. It shall be towable in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall have a frame size as shown in the drawing at the end of this special provision. The nearest and furthest members, paralleling the back of the distributor truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3.5 inches wide x 6.5 inches high x 16 inches long and have stiff nylon bristles. Bristle height is to be maintained at a minimum of five inches (5"). The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4.5 feet per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16 feet but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface.

- C. <u>Aggregate Spreader</u>. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.
- D. Roller. A minimum of two (2) pneumatic rollers weighing at least five (5) tons each.
- E. Power Broom. Two (2) mechanically powered kick-brooms or vacuum type brooms.

After the scrub seal 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.

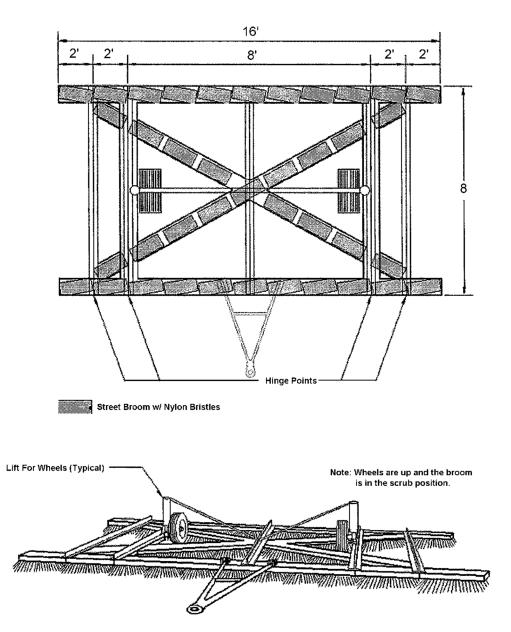
<u>907-405.04--Method of Measurement.</u> Scrub seal shall be measured by the square yard.

<u>907-405.05--Basis of Payment.</u> Scrub seal, measured as prescribed above, will be paid for at the contract bid price per square yard, which shall be full compensation for furnishing all labor, materials, equipment, temporary markers, vegetation removal, cleaning of the surface, presweeping, post-sweeping, doing all the work involved in mixing, applying and protecting the polymer modified asphaltic rejuvenating scrub seal, and all incidentals necessary to complete the work.

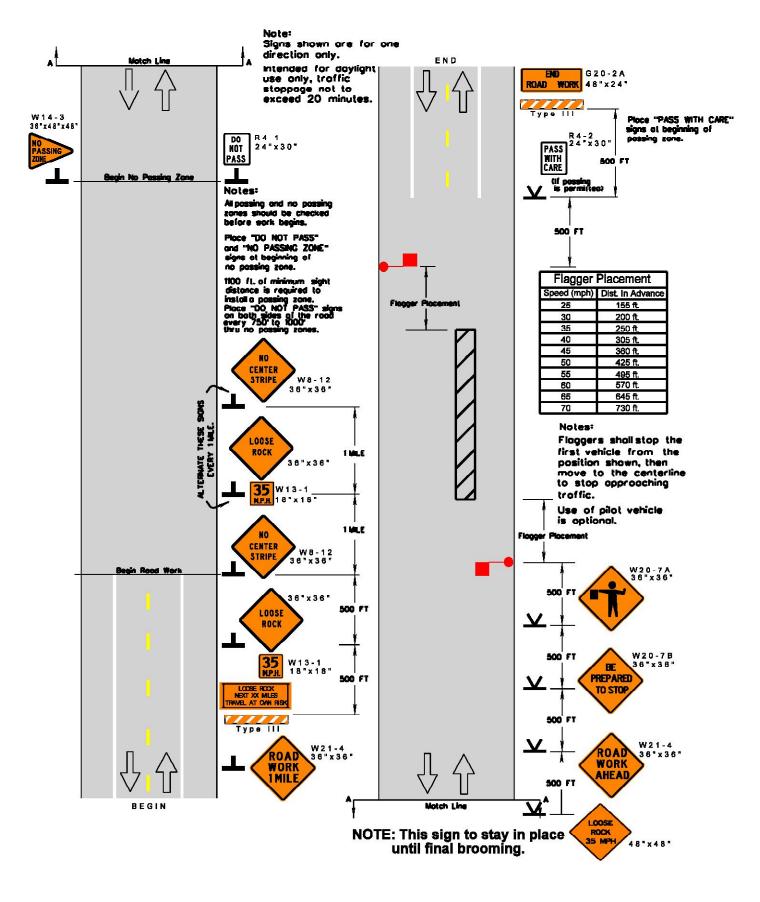
Payment will be made under:

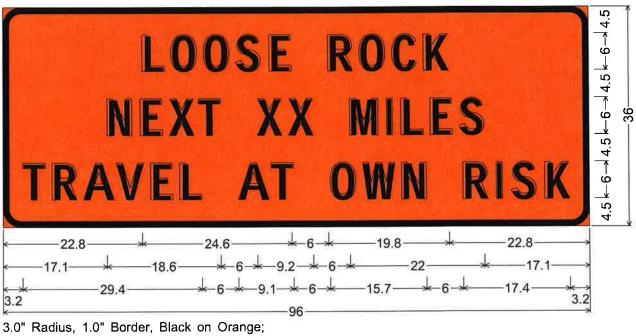
907-405-D: Scrub Seal

- per square yard



Scrub Broom



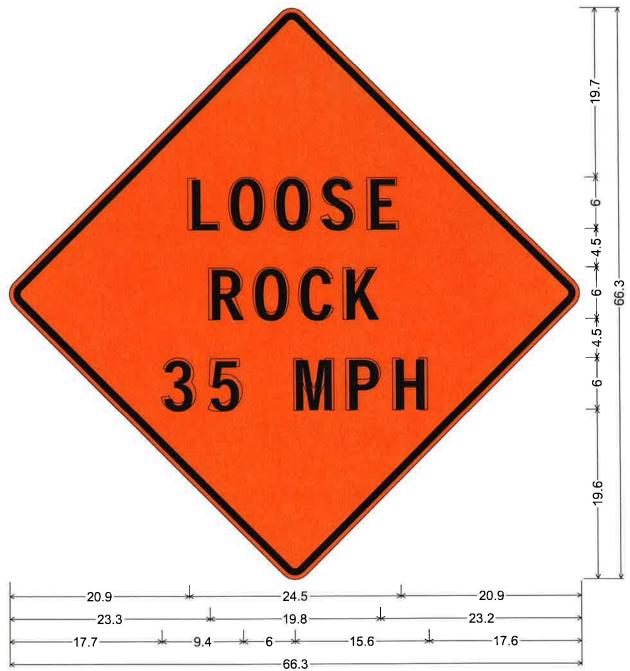


- 10 -

"LOOSE ROCK" D; "NEXT XX MILES" D; "TRAVEL AT OWN RISK" D; Table of letter and object lefts.

| L 22.8 | 0 27 | .6 | 0 33 | .0 | S 38.3 | 3 E 3 43 | 3.7 | R 53 | .4 | 0 58.5 | C 63 | .9 | K 69 | .0 | | | | | | | |
|------------------|-----------------|----------------|-----------------|----------------|------------------|--------------------|---------|----------------|-----------------|------------------|----------------|----------------|----------------|----------------|-----------------|--------|-----------------|------------------|-----------|------------------|------------------|
| n 17.1 | E 22. | 5 | X 27. | 3 | T 32.1 | X 41 | .7 | X 46 | 9 N | 1 56.9 | l 63. | 0 | L 65. | 3 | E 70. | 1 | S 74. | 9 | | | |
| T 3.2 | R 8.0 | A 13 | 3.2 | V 18 | 8.6 Z | 24.2 | L 29 | 9.0 | A 38. | 6 T | 4.0 | 0 53 | 3.7 | W 59 | 9.0 | N 6 | 5.4 | R 75.4 | l 80.9 | S 83.2 | K 88.6 |

90



- 11 -

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 | К | |
| 23.3 | 28.4 | 33.8 | 38.9 | |
| 3 | 5 | M | P | H |
| 17.7 | 23.1 | 33.1 | 39.2 | 44.6 |

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.

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.

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

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

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

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

Steel-wheel rollers will not be allowed.

<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.

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

| Seal Aggregate Gradation | Bituminous Material | Target Application Rate (gal/yd ²) | 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>+0.03</u> |
| Size No. 8 or 89 | Emulsified Asphalt | 0.35 | <u>+0.03</u> |

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

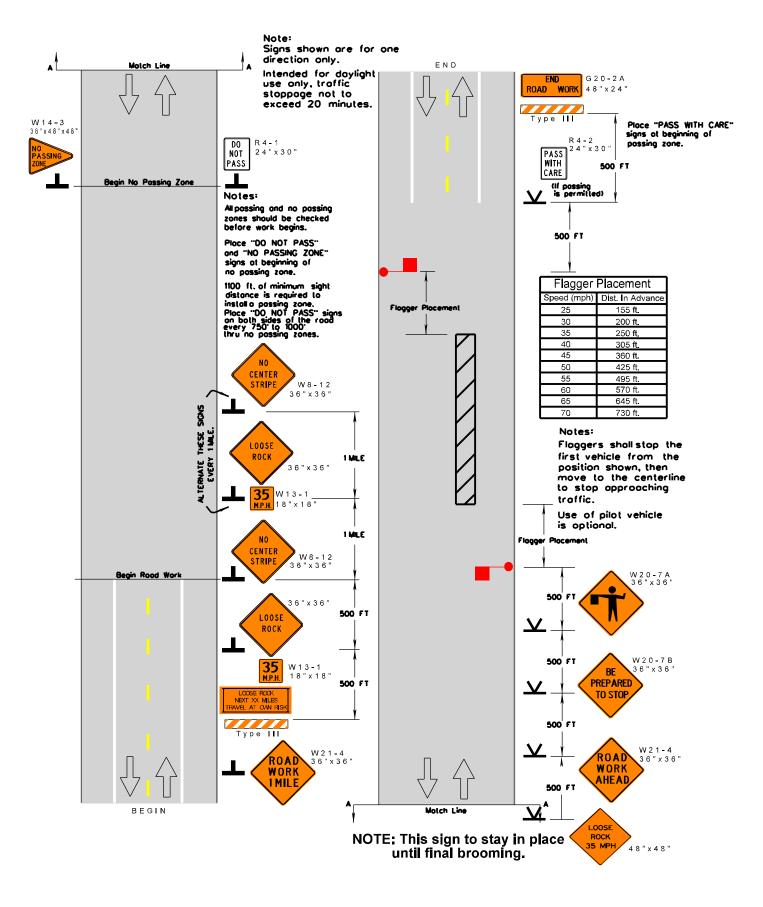
- 4 -

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

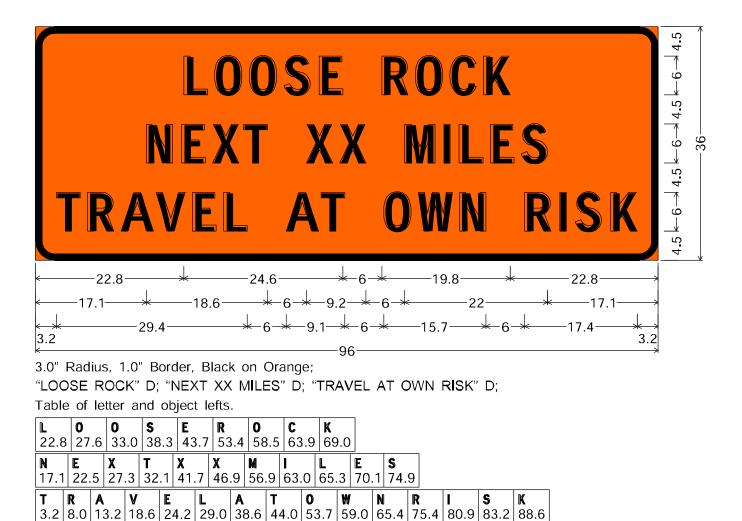
In Table 410-A at the end of Section 410 on page 293, delete the bituminous material application rates for Single Surface Treatments using Size 7, 8, or 89 seal aggregates.

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.

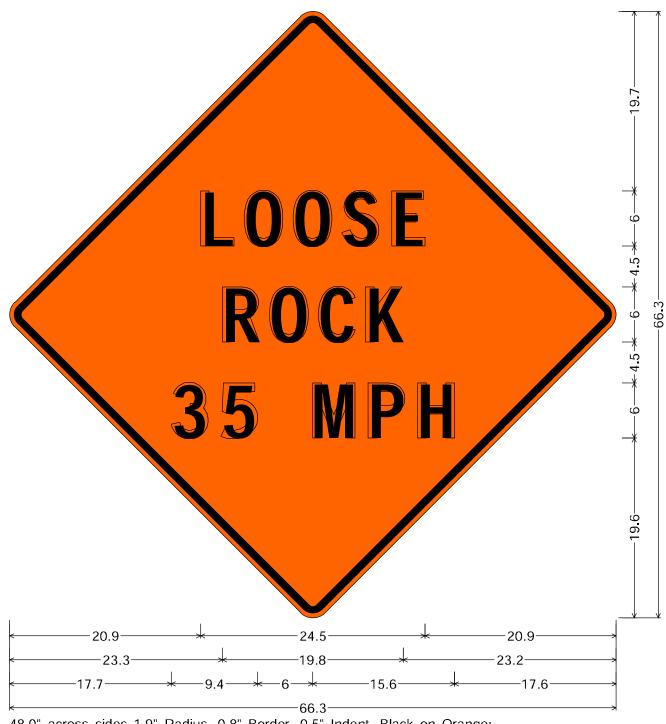
S. P. No. 907-410-7--Cont'd. Chip Seal Signing Plan



- 5 -



- 6 -



- 7 -

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 | С | K |] |
| 23.3 | 28.4 | 33.8 | 38.9 | |
| 3 | 5 | M | P | H |
| 17.7 | 23.1 | 33.1 | 39.2 | 44.6 |

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

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.

907-618.03--Construction Requirements.

<u>907-618.03.2-Barricades, Signs, and Flaggers.</u> Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

<u>**907-618.05--Basis of Payment**</u>. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic

- lump sum

907-618-B: Additional Construction Signs

- per square foot

SPECIAL PROVISION NO. 907-702-5

CODE: (SP)

DATE: 08/12/2014

SUBJECT: Specifications for Bituminous Materials

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

<u>907-702.05--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 |

907-702.07--Emulsified Asphalt.

<u>907-702.07.2--Anionic and Cationic.</u> After the last paragraph of Subsection 702.07.2 on page 600, add the following.

LockDown (LD-7) and CQS-1h shall conform to the requirements of Table V.

<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:

- 2 -

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

| 907-702.12Tables. | After the last Table of Subsection 702.12 on | page 606, add the following. |
|-------------------|--|------------------------------|
|-------------------|--|------------------------------|

| TADLE V | | | | | | | |
|--|------|------|--------|------|--------------------|--|--|
| SPECIFICATIO | | | | | | | |
| | LD-7 | | CQS-1h | | | | |
| Test Requirements | | Max. | Min. | Max. | Test Method | | |
| Viscosity, Saybolt Furol, @ 25°C, Sec. | 15 | 100 | 20 | 150 | AASHTO T 72 | | |
| Storage Stability Test, 24 hr, % | - | 1 | - | 1 | AASHTO T 59 | | |
| Settlement, 5 day, % | - | 5 | - | - | AASHTO T 59 | | |
| Particle Charge | - | - | Posi | tive | AASHTO T 59 | | |
| Oil Distillate, % | - | 1 | - | - | AASHTO T 59 | | |
| Sieve Test, % * | - | 0.3 | - | 0.1 | AASHTO T 59 | | |
| Residue by Distillation, % | 40 | - | 60 | - | AASHTO T 59 | | |
| Test on Residue from Distilation | | | | | | | |
| Penetration @ 25°C | - | 20 | - | - | AASHTO T 49 | | |
| Penetration @ 25°C, 100g, 5s | - | - | 60 | 110 | AASHTO T 49 | | |
| Softening Point, °C | 65 | - | - | - | ASTM 36 | | |
| Solubility in trichloroethylene, % | 97.5 | - | 97.5 | - | AASHTO T 44 | | |
| Ductility @ 25°C, cm | - | - | 40 | - | AASHTO T 51 | | |
| Original DSR @ 82° (G*/Sinδ, 10 rad/sec) | 1 | - | - | - | AASHTO T 111 | | |

TABLE V

The Sieve result is tested for reporting purpose only, and it may be waived if no application * problems are present in the field.

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-12

DATE: 01/29/2015

SUBJECT: Aggregates

In the title of Subsection 907-703.06 on page 2, delete "Hot Mix".

SPECIAL PROVISION NO. 907-703-12

CODE: (IS)

DATE: 10/28/2014

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 table in Subsection 703.03.2.4 on page 611 and substitute the following.

| | Percent Passing by Weight | | | | | | |
|----------------|---------------------------|--------|----------|----------|--------|--------|--------|
| Square Mesh | Size | Size | Size No. | Size No. | Size | Size | Size |
| Sieves | No. 467 | No. 57 | 67 | 7 | No. 78 | No. 8 | No. 89 |
| 2 inch | 100 | | | | | | |
| $l^{1/2}$ inch | 95-100 | 100 | | | | | |
| 1 inch | | 80-100 | 100 | | | | |
| 3/4 inch | 35-70 | | 80-100 | 100 | 100 | 100 | |
| 1/2 inch | | 25-60 | | 90-100 | 90-100 | 95 100 | 100 |
| 3/8 inch | 10-30 | | 20-55 | 40-70 | 40-75 | 75-100 | 85 100 |
| No. 4 | 0-5 | 0-10 | 0-10 | 0-15 | 5-25 | 5-30 | 20-40 |
| No. 8 | | 0-5 | 0-5 | 0-5 | 0-10 | 0-10 | 0-10 |
| No. 16 | | | | | 0-5 | 0-5 | 0-5 |

Table of Sizes and Gradation of Coarse Aggregatefor Portland Cement Concrete

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.

- 2 -

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.

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".

Delete Subsection 703.19 on page 624, and substitute the following.

907-703.19--Lightweight Aggregate for Concrete.

<u>907-703.19.1--Lightweight Aggregate for Structural Concrete.</u> Lightweight aggregate for structural concrete shall meet the requirements of AASHTO Designation: M 195.

<u>907-703.19.2--Lightweight Aggregate for Internal Curing of Concrete.</u> Lightweight aggregate for internal curing of concrete shall meet the requirements of ASTM Designation: C 1761. The lightweight aggregate shall meet the gradation requirements listed in Table 1 for either "9.5 mm to 2.36 mm (3/8 in. to No. 8)" Coarse aggregate, "9.5 mm to 0 (3/8 in. to 0)" Combined fine and coarse aggregate, or "4.75 mm to 0 (No. 4 to 0)" Fine aggregate. The fineness modulus of the lightweight aggregate shall not be less than 2.70.

907-703.20--Aggregate for Stabilizer.

907-703.20.3--Gradation. 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.

- 3 -

SECTION 905 - PROPOSAL

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

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

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

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

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

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

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

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

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

Date _____

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

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

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

| | Respectfully Submittee | d, | | | |
|---|------------------------|------------|-----|-----|--------|
| | 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 Law titles and business addresses of the executives are a | | | and | the | names, |
| President | | Address | | | |
| Secretary | | Address | | | |
| Treasurer | | Address | | | |
| The following is my (our) itemized proposal. | | | | | |

Section 905

Proposal (Sheet 2 - 1)

Sealing on various routes in District 6, known as State Project No. MP-6000-00(251) / 305526301 Districtwide.

| Line No. | Item Code | Adj Code | Quantity | Units | Description [Fixed Unit Price] |
|----------|--------------|----------|----------|-------------|---|
| | | | Roady | vay Items | |
| 0010 | 627-H001 | | 6,200 | Each | Chip Seal Reflective Raised Markers. Two-Way Yellow |
| 0020 | 627-J001 | | 5,000 | Each | Two-Way Clear Reflective High Performance Raised Markers |
| 0030 | 627-L001 | | 6,200 | Each | Two-Way Yellow Reflective High Performance Raised Markers |
| 0040 | 907-405-D001 | | 173,583 | Square Yard | Scrub Seal |
| 0050 | 907-410-A001 | (A2) | 192,000 | Gallon | Asphalt for Surface Treatment, Grade CRS-2P |
| 0060 | 907-410-A002 | (A2) | 76,400 | Gallon | Asphalt for Surface Treatment, Grade CQS-1H |
| 0070 | 907-410-C002 | (GY) | 5,300 | Cubic Yard | Seal Aggregate Cover Material, Size 7, Limestone |
| 0080 | 907-618-A001 | | 1 | Lump Sum | Maintenance of Traffic |

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

SIGNED _____

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

CERTIFICATE

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

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

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

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

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

Mississippi State Board of Contractors on January 13, 1999.

Contractor

By ____

Title _____

CERTIFICATE MUST BE EXECUTED

REV. 2/99

(Address)

(Address)

(Address)

(Address)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION

(Execute in duplicate)

| I |
|--|
| (Name of person signing certification) |
| individually, and in my capacity as of |
| (Title) |
| (Name of Firm, Partnership, or Corporation) |
| do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi that |
| , Bidder |
| (Name of Firm, Partnership, or Corporation) |
| on Project No. <u>MP-6000-00(251)/305526301</u> , |
| in <u>District 6</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) |
| () | Name of Firm, Partnership, or Corporation) |
| do hereby certify under penalty of perjury | y under the laws of the United States and the State of Mississippi that |
| (Name | e of Firm, Partnership, or Corporation), Bidder |
| on Project No. MP-6000-00(251)/305526 | |
| in District 6 | County(ies), Mississippi, has not either directly |
| or indirectly entered into any agreement, | participated in any collusion; or otherwise taken any action in restraint n with this contract; nor have any of its corporate officers or principal |
| managers, auditors and others in a posit debarment, voluntary exclusion or dete suspended, debarred, voluntarily exclude Transportation Commission, the State o | rtified that said legal entity and its corporate officers, principal owners, ion of administering federal funds are not currently under suspension, ermination of ineligibility; nor have a debarment pending; nor been d or determined ineligible within the past three years by the Mississippi f Mississippi, any other State or a federal agency; nor been indicted, ed by a court of competent jurisdiction in any matter involving fraud or years. |
| Initial here if exceptions are att it applies, initiating agency and dates of s | ached and made a part thereof. Any exceptions shall address to whom such action. |
| | result in denial of award but will be considered in determining bidder on may result in criminal prosecution or administrative sanctions. |
| All of the foregoing and attachments (wh | en indicated) is true and correct. |
| | |
| Executed on | Signature |

(5/29/2008S)

CONTRACT FOR MP-6000-00(251)/305526301

LOCATED IN THE COUNTY(IES) OF **District 6**

STATE OF MISSISSIPPI, COUNTY OF HINDS

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

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

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

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

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

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

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

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

| | | W | itness | our signatures | this the | day of,, | | |
|-------------------|-----------------------------|---|--------|----------------|----------|---------------------------------------|--------------|--|
| Contractor (s) By | | | | | | MISSISSIPPI TRANSPORTATION COMMISSION | | |
| Title | | | | | By | | | |
| • | and sealed in and addresses | - | | | | Executive Director |)r | |
| | | | | | | Secretary to the Comm | nission | |
| | | | | | | Commission in session o , Page No | n the day of | |
| Revised | 8/06/2003 | | | | | | | |

S E C T I O N 903 PERFORMANCE AND PAYMENT BOND

| CONTRACT BOND FOR: | MP-6000-00(251)/305526301 |
|--|---|
| LOCATED IN THE COUNT | TY(IES) OF: District 6 |
| STATE OF MISSISSIPPI, COUNTY OF HINDS | |
| Know all men by these prese | nts: that we, |
| | (Contractor) |
| | Principal, a |
| residing at | in the State of |
| and | (Quantar) |
| | (Surety) |
| - | in the State of, |
| | the State of Mississippi, under the laws thereof, as surety, effective as of the contract date |
| | rmly bound unto the State of Mississippi in the sum of |
| it for which payment well a jointly and severally by these The conditions of this bond a principal, has (have) entered day of the State of Mississippi as n |) Dollars, lawful money of the United States of America, to be paid to and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns e presents. are such, that whereas the said |
| | |
| | bounden |
| keep and perform all and a contained on his (their) part and form and furnish all of t said contract which said plan shall maintain the said work the approved specifications, arising out of or occasioned l whatsoever, on the part of sa or in any manner connected | in all things shall stand to and abide by and well and truly observe, do singular the terms, covenants, conditions, guarantees and agreements in said contract, to be observed, done, kept and performed and each of them, at the time and in the manner he material and equipment specified in said contract in strict accordance with the terms of is, specifications and special provisions are included in and form a part of said contract and contemplated until its final completion and acceptance as specified in Subsection 109.11 of and save harmless said Mississippi Transportation Commission from any loss or damage by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage tid principal (s), his (their) agents, servants, or employees in the performance of said work therewith, and shall be liable and responsible in a civil action instituted by the State at the Comparison for any other agents for double |

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,

Revised 9/02/2014

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.

| (Contractors) Principal | Surety | | | |
|-------------------------|---------------------------------|--|--|--|
| By | By | | | |
| | (Signature) Attorney in Fact | | | |
| | Address | | | |
| | | | | |
| Title | | | | |
| (Contractor's Seal) | (Printed) MS Agent | | | |
| | (Signature) MS Agent | | | |
| | | | | |
| | Address | | | |
| | | | | |
| | | | | |
| | (Surety Seal) | | | |
| | Mississippi Insurance ID Number | | | |

Revised 9/02/2014





| KNOW ALL MEN BY THESE | E PRESENTS, that w | ve | | | |
|--|---|---|--|--|--|
| | , | | Contractor | | |
| | | | Address | | |
| | | | City, State ZIP | | |
| as Principal, hereinafter called t | the Principal, and | | Surety | | |
| a corporation duly organized und | ler the laws of the sta | ate of | 2 | | |
| as Surety, hereinafter called the S | Surety, are held and | firmly bound | unto <u>State of Mississi</u> | opi, Jackson, Missis | sippi |
| As Obligee, hereinafter called O | bligee, in the sum of | Five Per Ce | nt (5%) of Amount Bid | | |
| | | | Dollars (\$ | |) |
| for the payment of which sum executors, administrators, succes | | | | | , our heirs, |
| WHEREAS, the Principal has su 6000-00(251) / 305526301 Distr | | aling on vari | ous routes in District 6, ki | nown as State Proje | ct No. MP- |
| NOW THEREFORE, the condit said Principal will, within the ti performance of the terms and co will pay unto the Obligee the d which the Obligee legally contra in no event shall liability hereund | me required, enter i onditions of the con ifference in money locts with another part | nto a formal tract, then thi between the a ty to perform | contract and give a good a s obligation to be void; oth mount of the bid of the sa | nd sufficient bond to herwise the Principal id Principal and the | o secure the and Surety amount for |
| Signed and sealed this | day of | | , 20 | | |
| | | | (Principal |) | (Seal) |
| (Witness) | | By: | (Name) | (Title) | |
| (Whitess) | | | (ivanic) | (The) | |
| | | | (Surety) | | (Seal) |
| | | By: | | | |
| (Witness) | | | (Attorney-in- | Fact) | |
| | | | MS Agen | t | |
| | | | | | |

Mississippi Insurance ID Number