29 -



SM No. CSFM9999020061

# PROPOSAL AND CONTRACT DOCUMENTS

#### FOR THE CONSTRUCTION OF

29

Scrub Seal on Various Routes, known as State Project No. SFM-9999-02(006) / 107107301 in Attala County.

Project Completion: 10/23/2015

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

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

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

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### PROJECT: SFM-9999-02(006) / 107107301 - Attala

State Certification Regarding Non-Collusion, Debarment and Suspensions(2) Section 902 - Contract Form Section 903 - Contract Bond Forms

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)
06/30/2015 02:48 PM

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

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, July 28, 2015, and shortly thereafter publicly opened on the Sixth Floor for:

Scrub Seal on Various Routes, known as State Project No. SFM-9999-02(006) / 107107301 in Attala County.

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

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

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

Bid proposals must be purchased online at <a href="https://shopmdot.ms.gov">https://shopmdot.ms.gov</a>. Specimen proposals may be viewed and downloaded online at no cost at <a href="http://mdot.ms.gov">http://mdot.ms.gov</a> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. 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

CODE: (IS)

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

DATE: 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

CODE: (SP)

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

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

CODE: (IS)

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

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

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

CODE: (IS)

**DATE:** 04/14/2008

**SUBJECT:** Federal Bridge Formula

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

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

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

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

or

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

SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

**DATE:** 01/11/2010

**SUBJECT: Reduced Speed Limit Signs** 

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

CODE: (SP)

#### SECTION 904 - NOTICE TO BIDDERS NO. 3131

**DATE:** 06/24/2010

**SUBJECT:** Temporary Traffic Paint

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 3893 CODE: (SP)

**DATE:** 04/10/2012

**SUBJECT: Petroleum Products Base Prices** 

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

Monthly Petroleum Products Base Prices can be viewed at:

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 4214

**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 of a Federal-Aid Highway".

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 <a href="www.gomdot.com">www.gomdot.com</a> current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on 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.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 5050

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 5053

**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

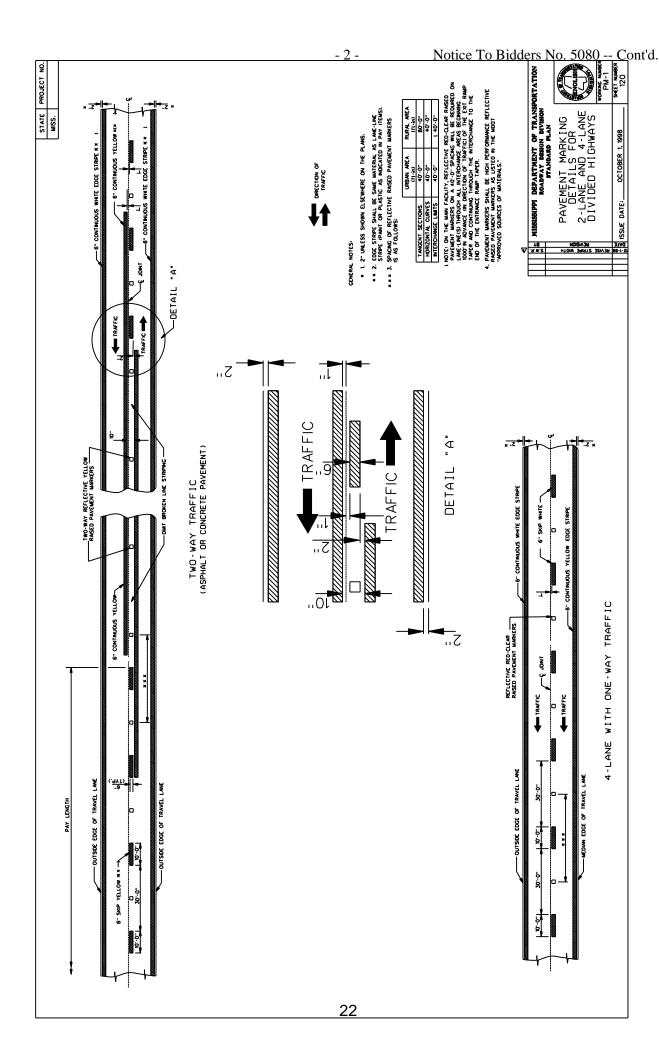
Standard Drawings attached hereto shall govern appropriate items of required work.

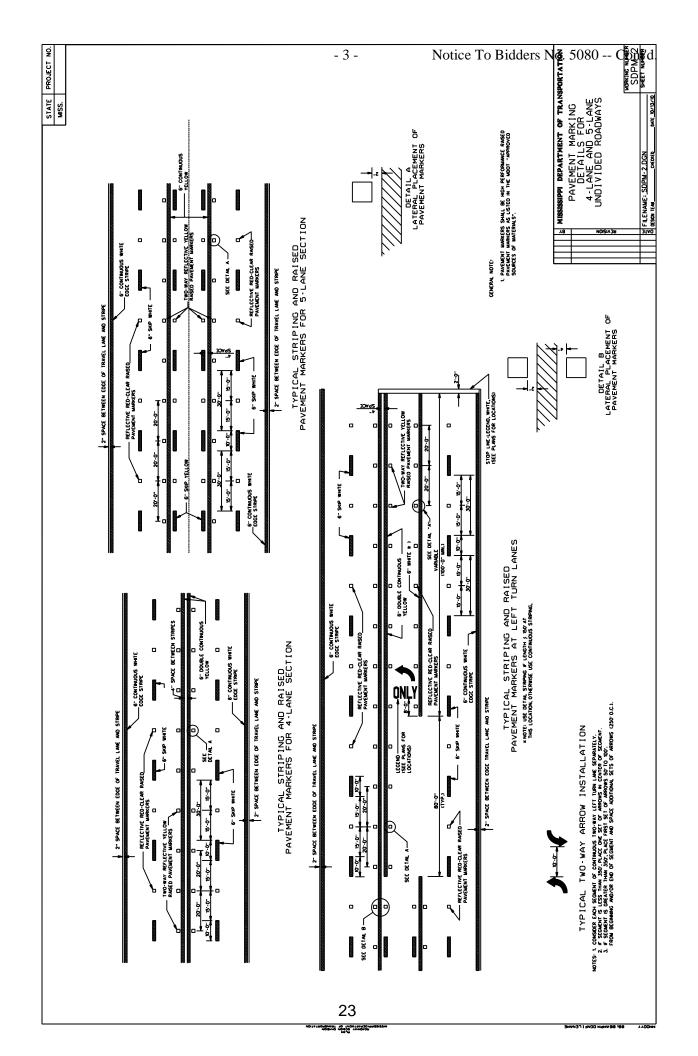
Larger copies of Standard Drawings may be purchased from:

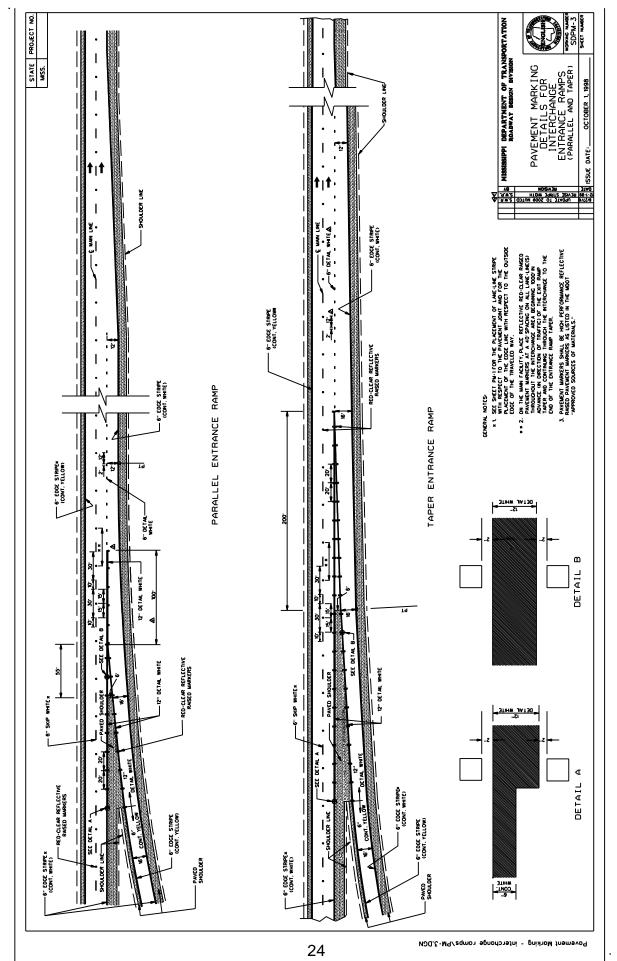
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850

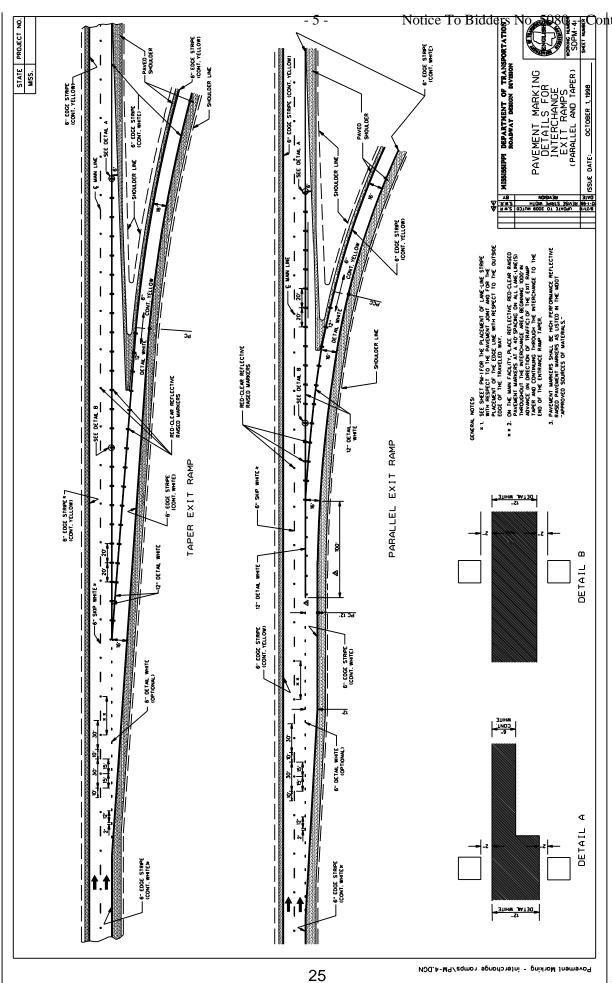
Telephone: (601) 359-7460 or FAX: (601) 359-7461

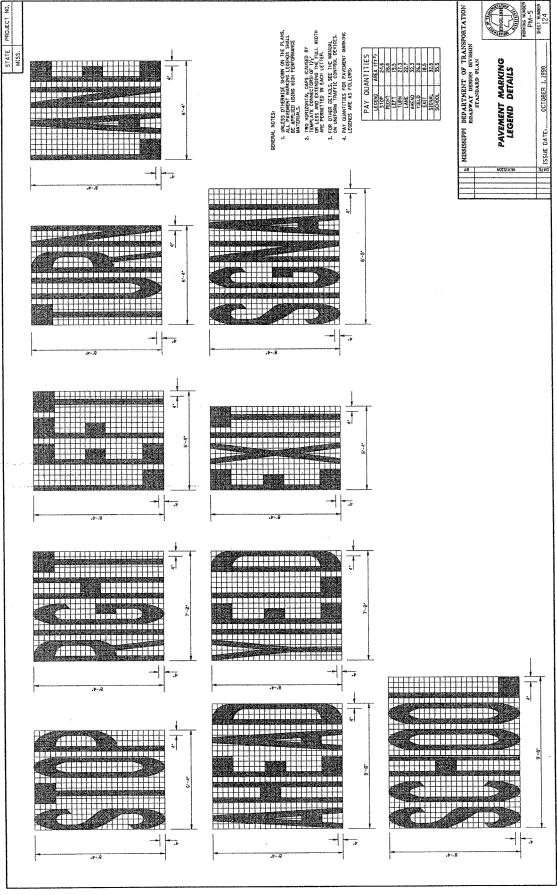
or e-mail: <a href="mailto:plans@mdot.state.ms.us">plans@mdot.state.ms.us</a>

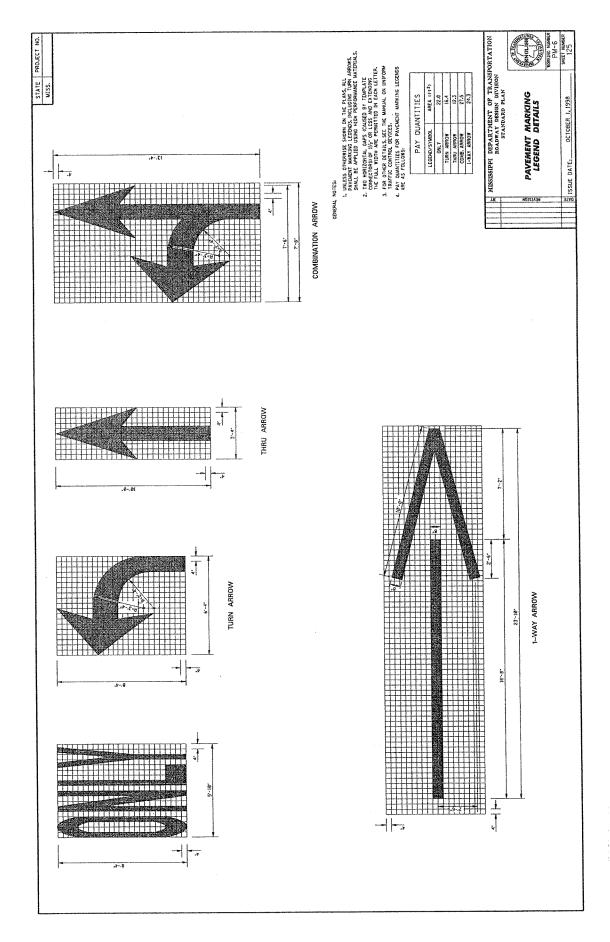


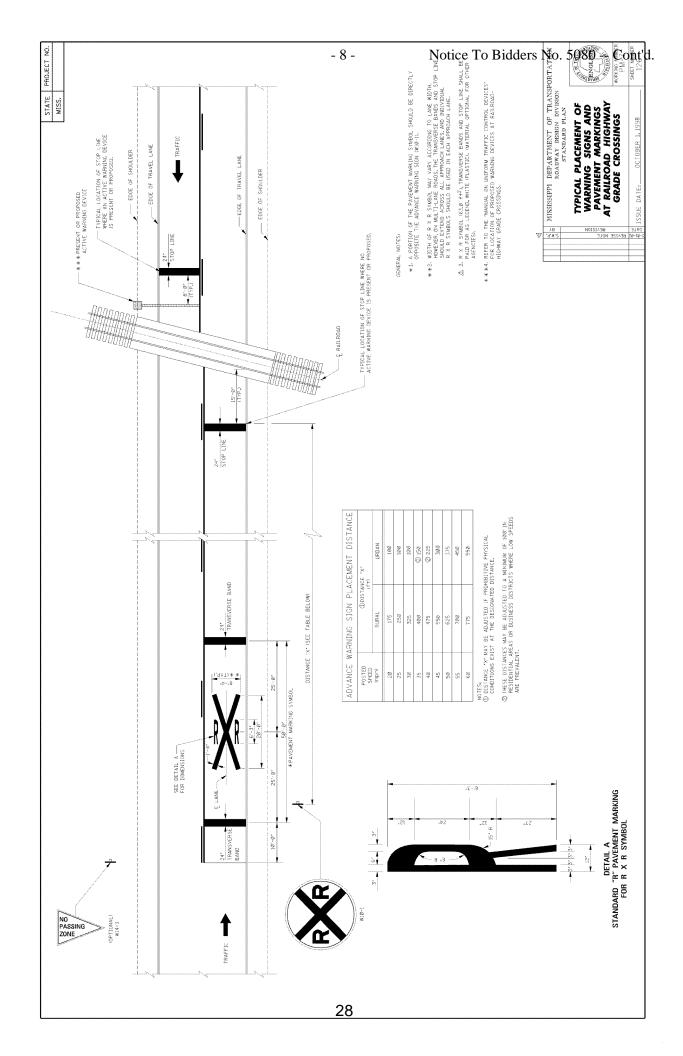


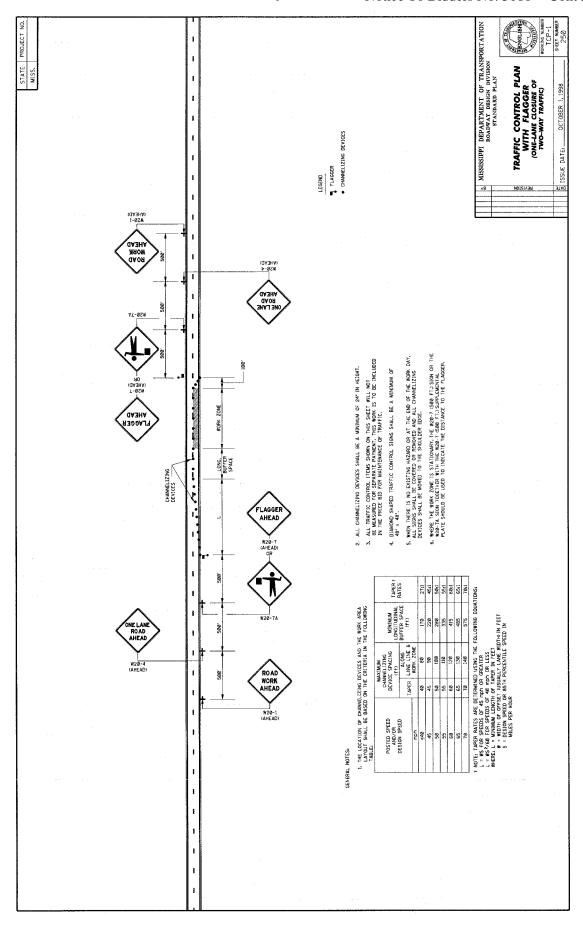


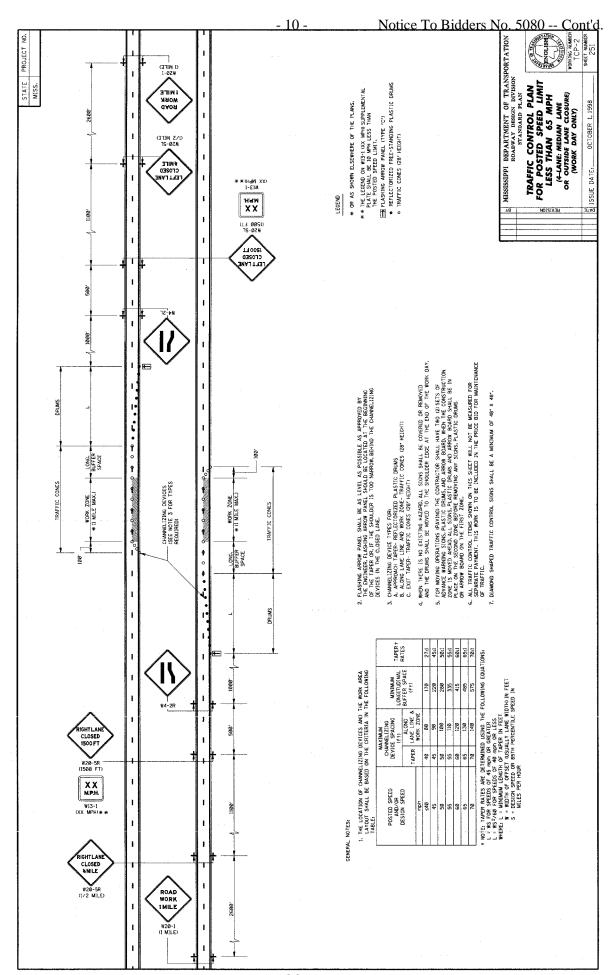


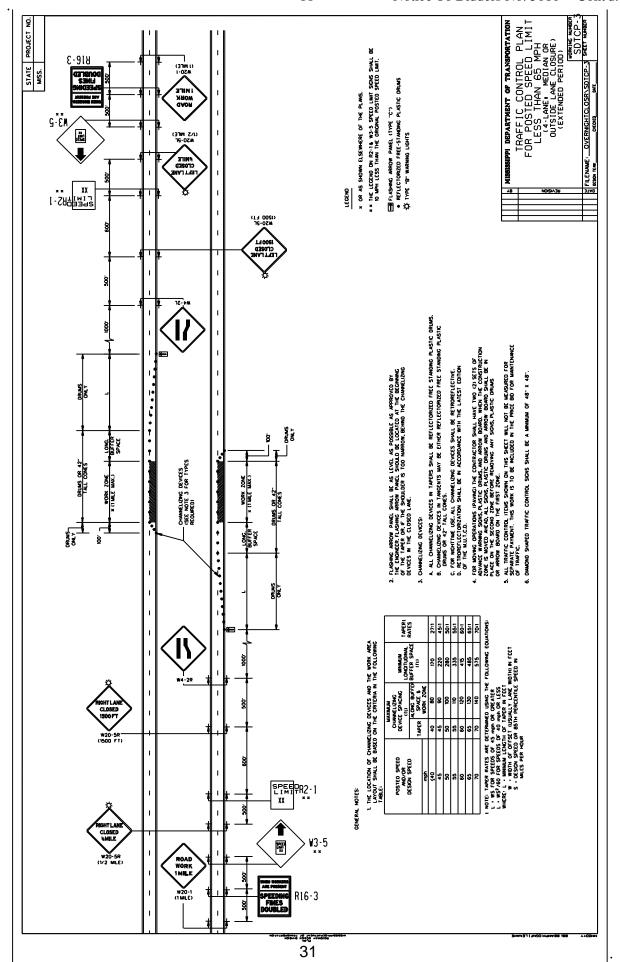


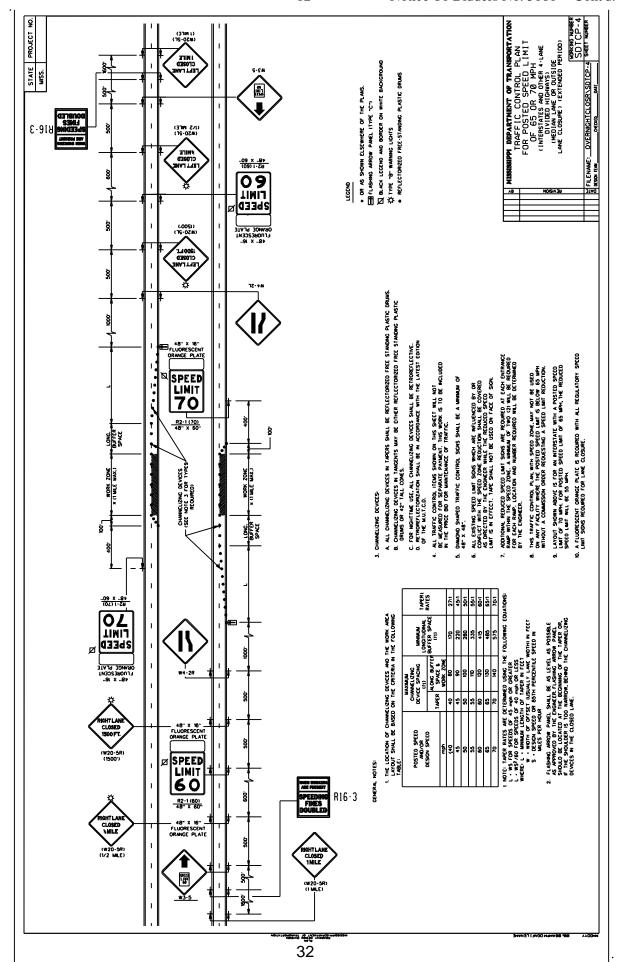






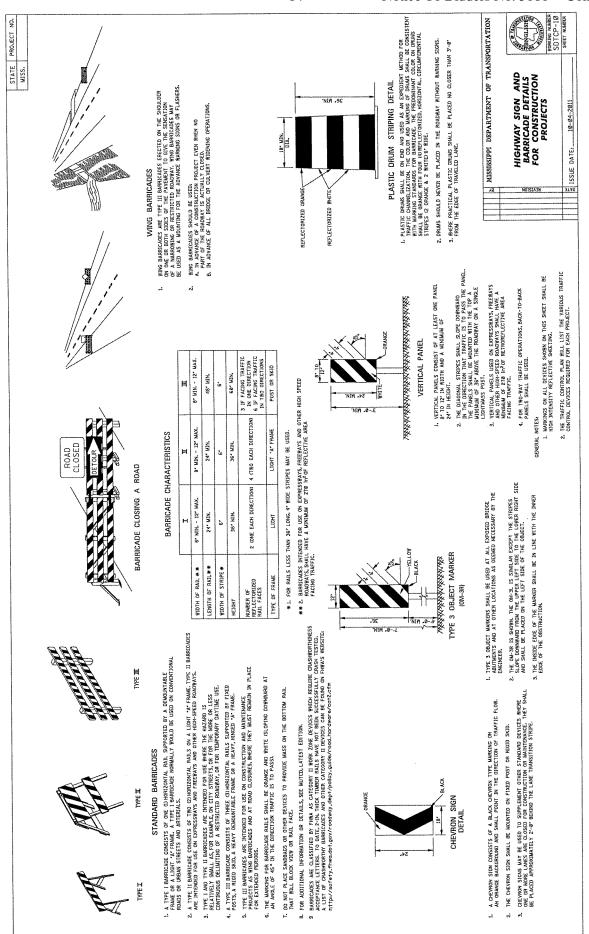


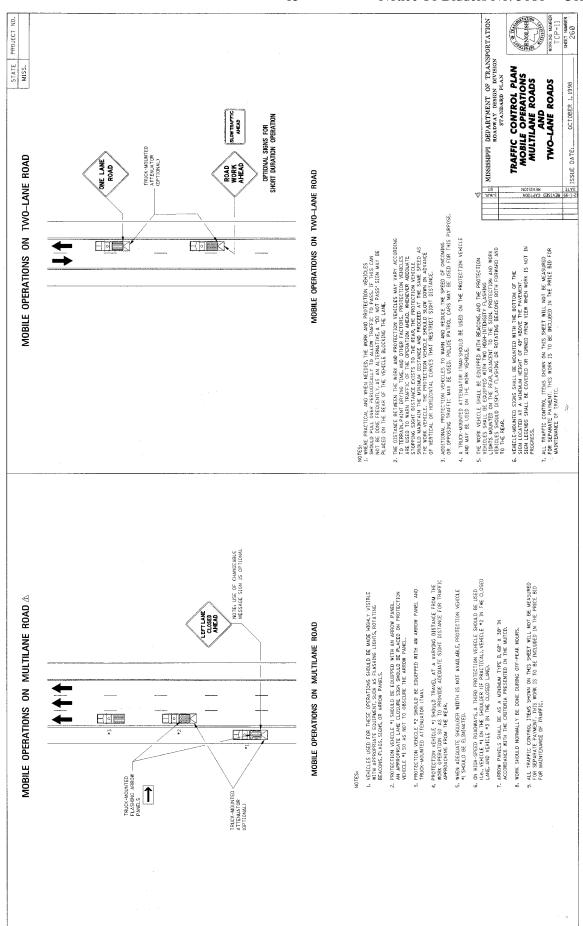


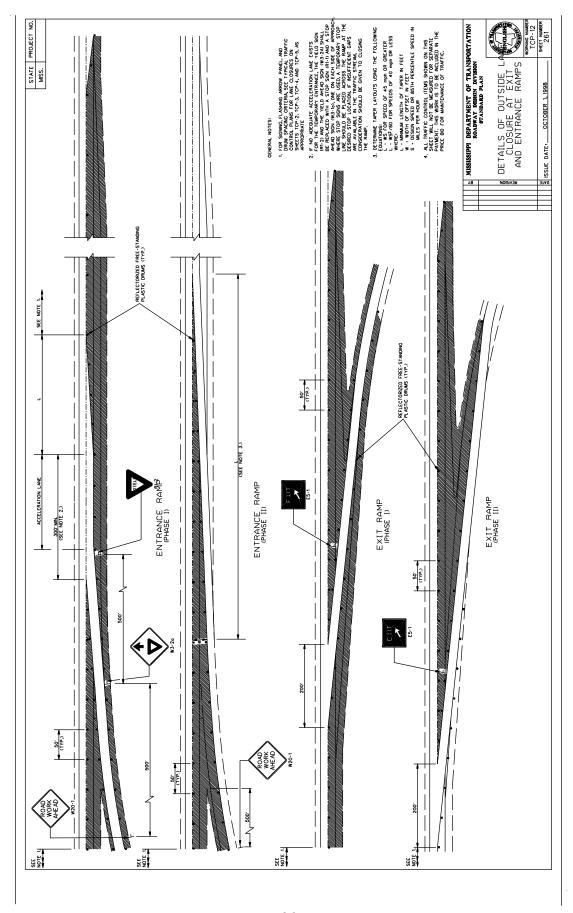


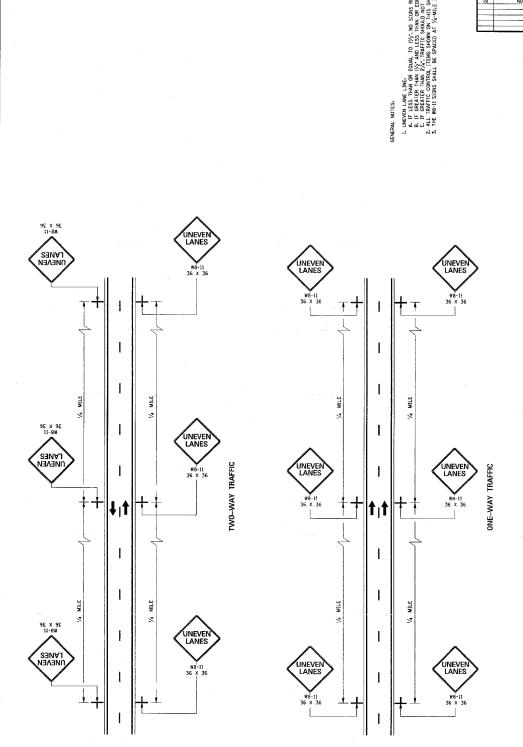
33

R2-5a 48' X 50'



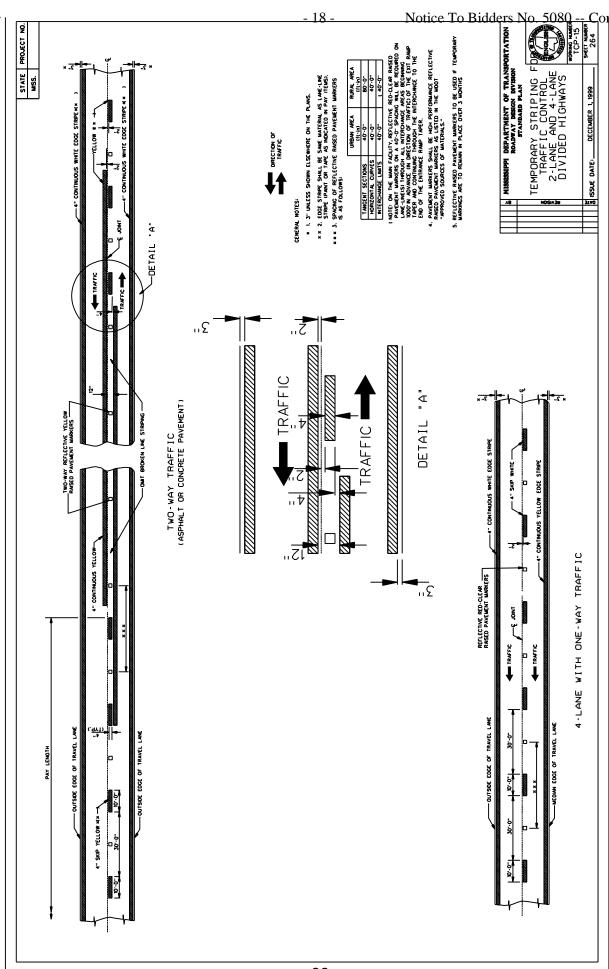


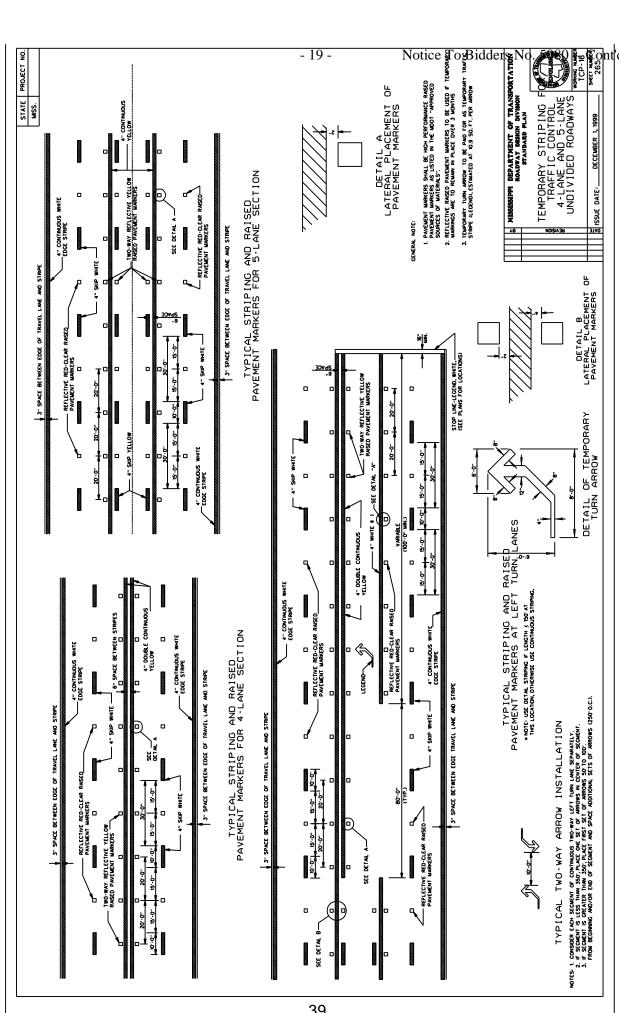


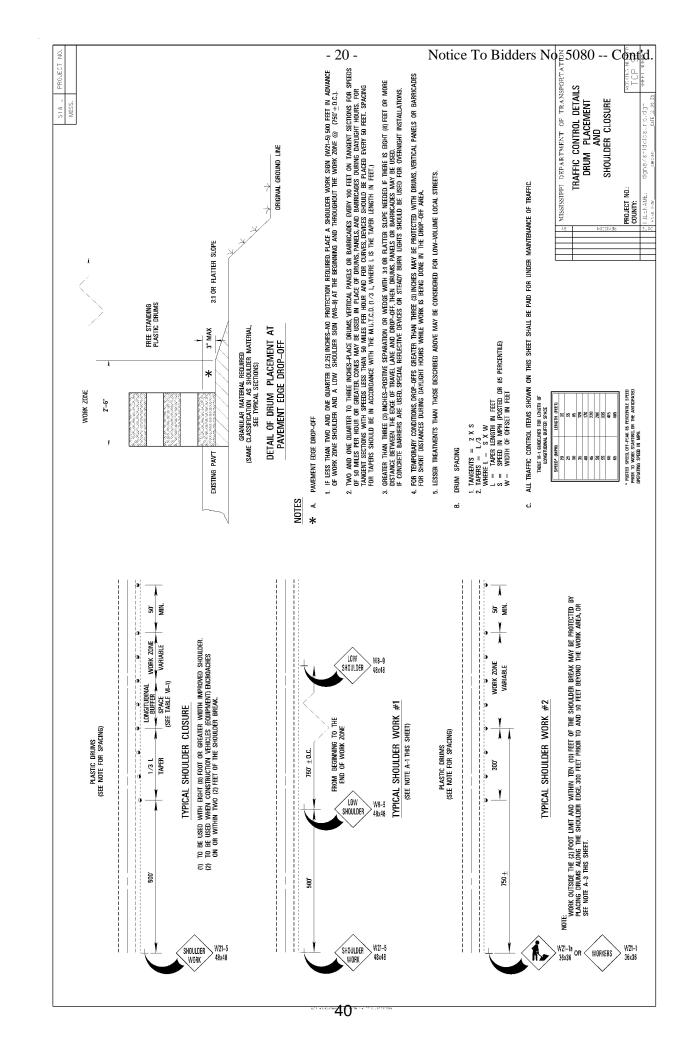


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STATE PROJECT NO. MISS.







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 will not be allowed 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 ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

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

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

## SECTION 904 - NOTICE TO BIDDERS NO. 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. 5658 CODE: (SP)

**DATE:** 06/26/2015

**SUBJECT:** Contract Time

PROJECT: SFM-9999-02(006) / 107107301 -- Attala County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 23, 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 <u>July 28, 2015</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

SECTION 904 - NOTICE TO BIDDERS NO. 5659 CODE: (SP)

**DATE:** 06/10/2015

**SUBJECT:** Scope of Work

**PROJECT:** SFM-9999-02(006) / 107107301 – Attala County

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

The work to be accomplished using the Pay items and corresponding specifications set forth in this contract is to place a scrub seal on the following routes in Attala County:

Route	T	Langth (miles)	Width	Amon (CV)	
	From	To	Length (miles)	(feet)	Area (SY)
14	Holmes County	SR 43	19.783	28	324,969
19	SR 35	Holmes County	16.226	21	199,904
43 (S)	Leak County	End State Main.	8.562	22	110,507
43 (N)	0.327 Mile North of Blackjack Rd	End of State Main.	16.481	22	212,715
440	SR 19	SR 35	6.923	21	85,291
Total			67.975		933,386

Traffic Stripe								
Route	Skip Yellow (miles)	Cont. White (miles)	Cont. Yellow (miles)	Detail (feet)	Legend (feet)	RPM (each)		
14	16	40	17	1230	48	1800		
19	6	33	26	300	200	1500		
43 (S)	4	21	16	3000	0	850		
43 (N)	10	32	19	1090	120	1500		
440	4	14	10	300	200	625		
Total	40	140	88	5920	568	6275		

## **General Notes:**

- 1. Permanent stripe and raised pavement markers will be placed on the roadway.
- 2. The scrub seal shall cover the entire roadway.
- 3. County road intersections will not require a scrub seal.
- 4. Existing raised markers shall be removed prior to the scrub seal operation. The cost shall be absorbed in other bid items.
- 5. Temporary markers shall be placed on the centerline or the roadway on the scrub seal. The cost shall be absorbed in other bid items.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 5660

DATE: 06/24/2015

**SUBJECT:** Additional Scrub Seal Requirements

**PROJECT:** SFM-9999-02(006) / 107107301 – Attala County

Bidders are hereby advised that the **Seal Aggregate Gradation Size No.89** will be required and will be included in the payment for 907-405-D001, Scrub Seal.

Bidders are further advised that "Loose Rock" signs as described in Special Provision 907-405 will be required. Payment for these signs will be included in pay item no. 907-618-A, Maintenance of Traffic.

SECTION 904 - NOTICE TO BIDDERS NO. 5679 CODE: (SP)

DATE: 06/17/2015

**SUBJECT: Bidding Methods** 

Bidders are advised that MDOT will allow bidding on construction projects to be performed using two methods. Paper Bids will be accepted by MDOT using Trns•port Expedite Bid or online Electronic Bids will be accepted through Bid Express Service. Bidders are advised that Subsection 907-102.06 of Special Provision No. 907-102 entitled "Bidding Requirements and Conditions" addresses in detail the requirements and conditions for bidding using these two methods. Bidders are advised to familiarize themselves with the information in Subsection 907-102.06 prior to preparing their bid.

CODE: (IS)

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

DATE: 11/05/2008

**SUBJECT:** Definitions

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

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

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

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

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

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

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

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

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

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

DATE: 06/17/2015

**SUBJECT:** Bidding Requirements and Conditions

Delete Subsection 907-102.06 on pages 1 & 2, and substitute the following.

<u>907-102.06--Preparation of Proposal.</u> Delete Subsection 102.06 on pages 17 thru 19 and substitute the following.

<u>907-102.06--Preparation of Proposal.</u> MDOT will receive bids for construction projects using two methods. Bidders may submit their bids on paper using Trns•port Expedite Bid System (EBS) or online using the Bid Express Service (BIDX).

When submitting on paper using Expedite Bid System, 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 files shall be downloaded from the Department's website <a href="http://mdot.ms.gov">http://mdot.ms.gov</a>. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package (with all forms completed and signed) will constitute the official bid and shall be signed on the second page of Section 905 and delivered to the Department in accordance with the provisions of Subsection 102.09. 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, <a href="http://mdot.ms.gov">http://mdot.ms.gov</a>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1 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.

When using the Bid Express Service, the Bidder's complete proposal (Certification of Performance, Certification Regarding Non-Collusion, etc.) will be submitted to MDOT electronically via the Bid Express Service no later than the day and at the time bids are to be received. Bidders will be responsible for joining Bid Express and getting all necessary clearances and a digital ID in sufficient time for Bid Express to submit their bid.

Bid Express files shall be downloaded from <a href="http://www.bidx.com">http://www.bidx.com</a>. Bidders are to select Mississippi Department of Transportation under the U.S. AGENCY drop down menu and select the desired project. After completing all necessary data, the Bidders shall submit their bid to Bid Express in sufficient time for the bid to be properly sent to MDOT.

Bids submitted via the Bid Express Service will constitute the official bid and shall be digitally signed and delivered to the Department by the Bid Express Service.

It is the responsibility of every bidder to check for any addendum or modification to the contract document(s) for which they intend to submit a response. It shall be the bidder's responsibility to be sure they are in receipt of all addenda, pre-bid conference information, and/or questions and answers provided at, or subsequent to, the pre-bid conference, if any are issued.

The Mississippi Transportation Commission has no responsibility for defects, irregularities or other problems caused by the use of electronic media. Operation of this electronic media is done at the sole risk of the user.

When the bid schedule contains a fixed contract unit price (FCP) for an item, this price shall be the contract unit price for the item and no alteration shall be made by the bidder.

When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate the choice in accordance with the INSTRUCTION TO BIDDERS in Section 905 - Proposal; reference is made to Alternate Designs, Alternate Items, and Optional Items as defined in Subsection 101.02.

Where the bid schedule lists alternate designs or alternate items, the one alternate bid shall be designated by drawing a line or lines through other listed alternate(s) as provided, and thereafter no further choice will be permitted.

When the bid schedule lists optional items, the Contractor's selection may, but is not required to, be made at the time of bidding. For optional items not pre-selected, the Contractor's selection shall be made prior to or at the time of execution of the contract.

Each proposal issued will contain duplicate Certification regarding debarment, suspension, and other responsibility matters to be completed by the bidder. The Certification must be sworn to and shall be under penalty of perjury and bidders are cautioned to read and understand its contents in entirety before execution.

The Contractor shall provide immediate written notice to the Contract Administration Engineer Division at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

Failure on the part of the bidder to execute the Certification will result in the proposal being rejected.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State. If the proposal is made by an individual, the individual's name and address must be shown; by a partnership, the name and address of each partnership member must be shown; as a joint venture, the name and address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The address stated on the proposal shall be the bidder's permanent address until changed by written notice to the Executive Director. All notices provided for in the contract shall be considered as delivered to the Contractor when mailed or delivered to such address.

CODE: (IS)

SPECIAL PROVISION NO. 907-102-10

**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 <a href="http://mdot.ms.gov">http://mdot.ms.gov</a>. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

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, <a href="http://mdot.ms.gov">http://mdot.ms.gov</a>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

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

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

<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:

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

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

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

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

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

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

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

CODE: (IS)

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

**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:

**907-104.01--Intent of Contract.** 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.

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.

CODE: (SP)

SPECIAL PROVISION NO. 907-105-8

**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.

**907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders.** 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.

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

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

**907-105.16--Acceptance.** Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

## 907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. 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.

CODE: (IS)

## SPECIAL PROVISION NO. 907-107-13

**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.

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

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

<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.

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-37

DATE: 06/24/2015

**SUBJECT: Prosecution and Progress** 

Delete the first paragraph of Subsection 907-108.03.1 on pages 1 and 2, 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.

On completion date projects, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations.

The Engineer will review Contractor prepared progress schedules and approve schedules 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 computer generated bar-chart type schedule 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.

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.

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

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

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

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

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

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

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

<u>907-108.03.1--Progress Schedule.</u> 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.

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

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

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

## 907-108.06.1--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.

#### TABLE OF ANTICIPATED WORKING DAYS

Month	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

consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

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

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.

907-108.06.1.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the

daily time charge will cease.

### 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.

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.

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

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

<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)".

CODE: (SP)

SPECIAL PROVISION NO. 907-109-7

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:

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.

907-109.06.2--Advancement on Materials. 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 Mississisppi; 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-of-state 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.

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.

# <u>SECTION 907-405 -- POLYMER MODIFIED ASPHALT REJUVENATING</u> 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.

#### 907-405.02--Materials.

<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.

<b>Test on Emulsion</b>	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 <sup>(1)</sup>			
Viscosity @ 140°F, P	AASHTO T 202	-	3000
Penetration @ 4°C (39.2°F), 200 g, 60 sec	AASHTO T 59	30	-
<b>Test on Polymer Modifier</b>			
Swelling in rejuvenating agent, %; 48 hours exposure @ 104°F	ASTM D 471 <sup>(2)</sup> 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

- (1) 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 ½" 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 ½" 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 samples they are then weighed. Percent swelling is reported 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.

<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.

**907-405.03.1--Preparation.** 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.

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	Target Application Rate (gal/yd²)	Tolerance
Size No. 7	<b>Emulsified Asphalt</b>	0.33	<u>+</u> 0.03
Size No. 8 or 89	Emulsified Asphalt	0.30	<u>+</u> 0.03

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

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
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.

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<sup>2</sup> 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 weight of water at  $70^{\circ}F = 62.3$  lbs./ft<sup>3</sup>

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.

<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.

907-405.03.4--Equipment. 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.

<u>907-405.03.5--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 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.

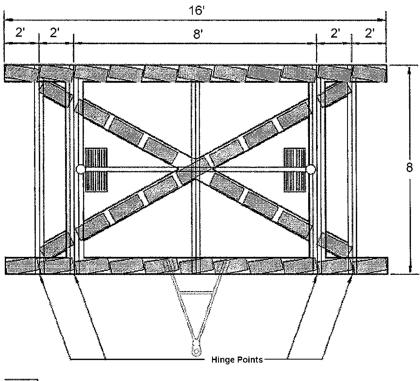
Immediately the next morning, a final brooming shall be performed to remove any remaining excess aggregate material from the previous day's seal operation.

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

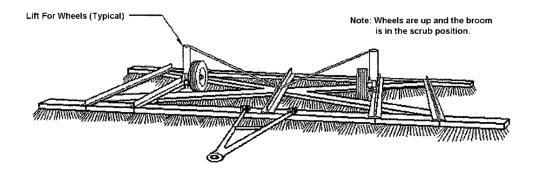
<u>907-405.05--Basis of Payment.</u> Scrub seal, measured as prescribed above, will be paid for at the contract bid price per square yard, which shall be full compensation for furnishing all labor, materials, equipment, temporary markers, vegetation removal, cleaning of the surface, presweeping, post-sweeping, 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:

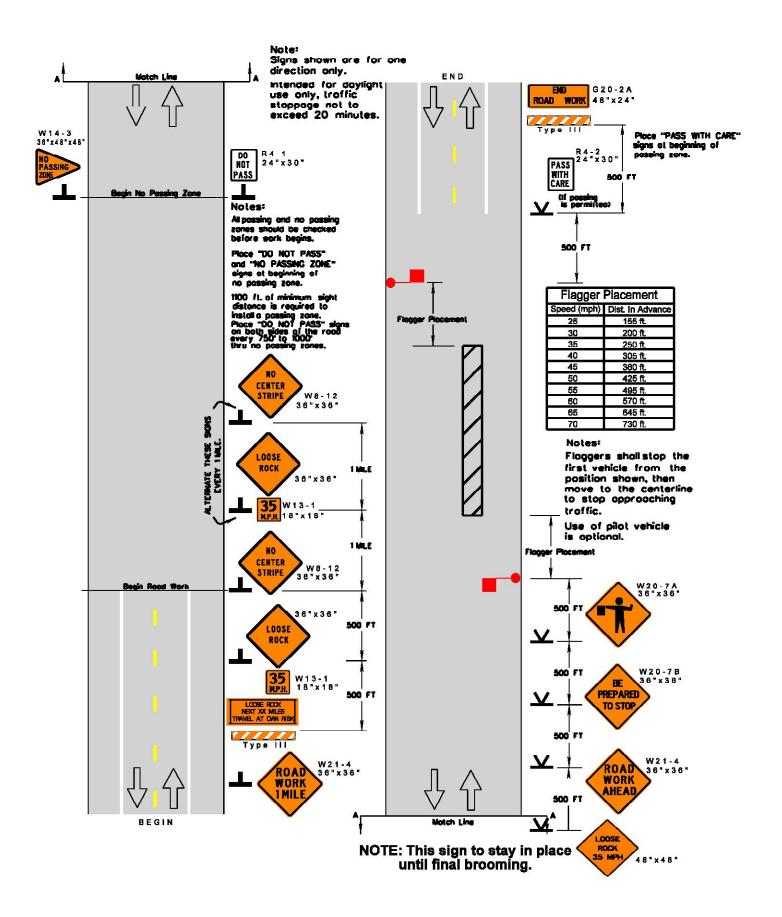
907-405-D: Scrub Seal - per square yard

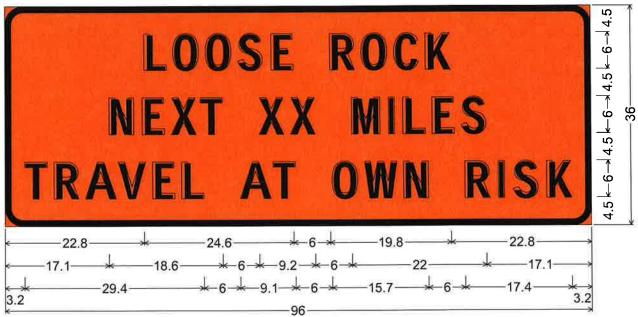


Street Broom w/ Nylon Bristles



**Scrub Broom** 



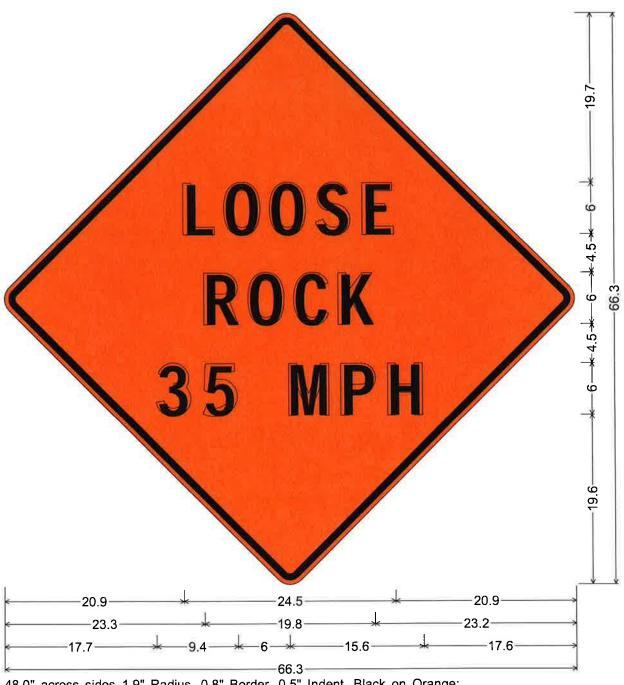


3.0" Radius, 1.0" Border, Black on Orange;

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

Table of letter and object lefts.

<b>L</b> 22.8	<b>0</b> 27	6	<b>0</b> 33.0	<b>S</b> 38	.3	<b>E</b> 43.	.7	<b>R</b> 53.4	<b>0</b> 58	.5	<b>C</b> 63.9	<b>K</b>	9.0							
<b>N</b> 17.1	<b>E</b> 22.	5 3	<b>X</b> 27.3	<b>T</b> 32.	.1	<b>X</b> 41.	7 <b>X</b>	6.9	<b>M</b> 56.	9 (	l 63.0	<b>L</b>	5.3	<b>E</b> 70.	1	<b>S</b> 74.	9			
<b>T</b> 3.2	<b>R</b> 8.0	<b>A</b> 13	.2 1	8.6	E 24	1.2	L 29.	0 A	3.6	<b>T</b> 44	.0 8	<b>)</b> 53.7	<b>W</b> 5:	9.0	N 6	I 55.4	<b>R</b> 75.4	I 80.9	<b>S</b> 83.2	<b>K</b> 88.6



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.

<b>L</b>	<b>0</b>	<b>0</b>	<b>S</b> 36.4	<b>E</b>
20.9	25.7	31.0		41.8
<b>R</b>	<b>0</b>	<b>C</b>	<b>K</b>	
23.3	28.4	33.8	38.9	
<b>3</b>	<b>5</b> 23.1	M	<b>P</b>	<b>H</b>
17.7		33.1	39.2	44.6

CODE: (IS)

#### SPECIAL PROVISION NO. 907-618-9

DATE: 11/08/2012

**SUBJECT:** Placement of Temporary Traffic Stripe

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

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

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

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

Delete the first sentence of next to last paragraph of Subsection 618.03.3 on page 416 and substitute the following.

Permanent pavement markings are to be applied no sooner than 10 days nor later than 45 days after placement of the final lift of pavement.

CODE: (SP)

#### SPECIAL PROVISION NO. 907-618-13

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

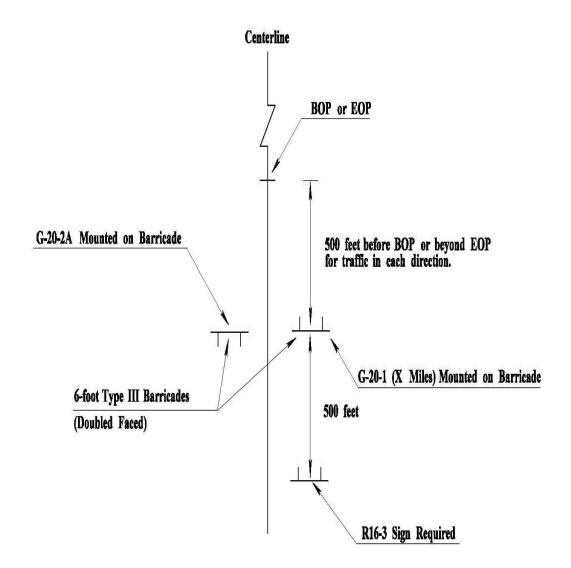
907-618-B: Additional Construction Signs - per square foot

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-14

DATE: 06/05/2015

PROJECT: SFM-9999-02(006) / 107107301 - Attala County

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following: Additional signs will be required as follows:



# TRAFFIC CONTROL SIGNS REQUIRED:

	Highway 14 – Traffic Control Signs					
29	W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the					
	project.					
2	G20-1 "ROAD WORK NEXT 20 MILES" signs required					
2	G20-2A "END ROAD WORK" signs required					
165	R4-1 "DO NOT PASS" signs required					
60	R4-2 "PASS WITH CARE" signs required					
60	W14-3 "NO PASSING ZONE" signs required					
20	R-16-3 "SPEEDING FINES DOUBLED" signs required					

	Highway 19 – Traffic Control Signs					
22	W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the					
	project.					
2	G20-1 "ROAD WORK NEXT 16 MILES" signs required					
2	G20-2A "END ROAD WORK" signs required					
206	R4-1 "DO NOT PASS" signs required					
26	R4-2 "PASS WITH CARE" signs required					
26	W14-3 "NO PASSING ZONE" signs required					
16	R-16-3 "SPEEDING FINES DOUBLED" signs required					

	Highway 43 (North) – Traffic Control Signs					
24	W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the					
	project.					
2	G20-1 "ROAD WORK NEXT 16 MILES" signs required					
2	G20-2A "END ROAD WORK" signs required					
161	R4-1 "DO NOT PASS" signs required					
48	R4-2 "PASS WITH CARE" signs required					
48	W14-3 "NO PASSING ZONE" signs required					
20	R-16-3 "SPEEDING FINES DOUBLED" signs required					

	Highway 43 (South) – Traffic Control Signs					
27	W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the					
	project.					
2	G20-1 "ROAD WORK NEXT 9 MILES" signs required					
2	G20-2A "END ROAD WORK" signs required					
116	R4-1 "DO NOT PASS" signs required					
19	R4-2 "PASS WITH CARE" signs required					
19	W14-3 "NO PASSING ZONE" signs required					
10	R-16-3 "SPEEDING FINES DOUBLED" signs required					

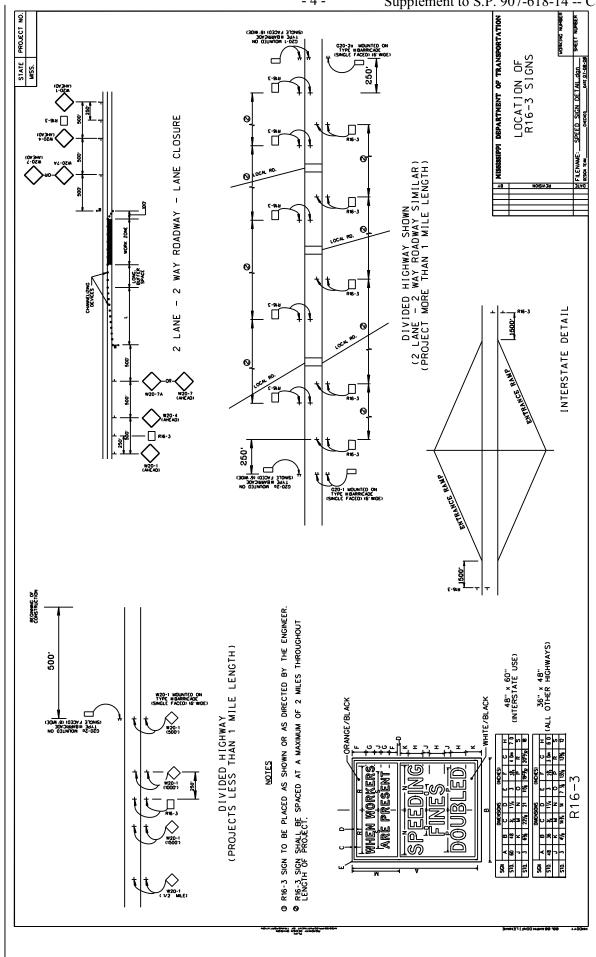
	Highway 440– Traffic Control Signs					
19	W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the					
	project.					
2	G20-1 "ROAD WORK NEXT 7 MILES" signs required					
2	G20-2A "END ROAD WORK" signs required					
81	R4-1 "DO NOT PASS" signs required					
16	R4-2 "PASS WITH CARE" signs required					
16	W14-3 "NO PASSING ZONE" signs required					
8	R-16-3 "SPEEDING FINES DOUBLED" signs required					

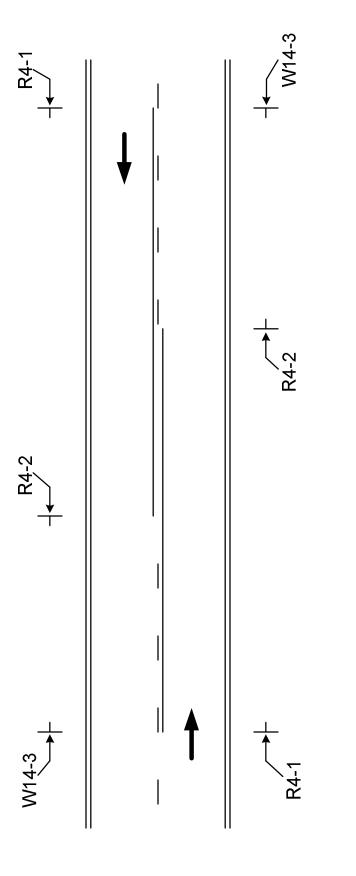
G20-1 and G20-2A signs mounted on Type III Double faced barricade.

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

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

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





The W14-3, No Passing Zone sign, shall be placed on the left side of the road at the beginning of each no passing zone.

The R4-1, Do Not Pass signs, shall be placed on the right side of the road at the beginning of the no passing zone. Additional R4-1 signs shall be placed right and left in increments of 750 to 1000 feet throughout the length of the no passing zone.

The R4-2, Pass With Care sign, shall be placed on the right side of the road at the end of the no passing zone.

The R4-1, R4-2 and W14-3 signs are to be used when standard pavement markings are not in place. The signs may also be used to emphasize pavement markings.

CODE: (SP)

### SPECIAL PROVISION NO. 907-618-14

**DATE:** 06/17/2014

**SUBJECT: Additional Signing Requirements** 

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

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

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various locations throughout the project. Payment for these signs will be included in the price bid for pay item no. 907-618-A, Maintenance of Traffic per lump sum.

CODE: (SP)

SPECIAL PROVISION NO. 907-625-7

**DATE:** 08/14/2012

**SUBJECT:** High Build Painted Traffic Markings

Section 625, Painted Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to High Build Painted Traffic Markings only.

# SECTION 907-625 - HIGH BUILD PAINTED TRAFFIC MARKINGS

<u>907-625-01--Description</u>. This work consists of furnishing and applying reflective white or yellow paint for high build pavement striping in accordance with plan details, the MUTCD and these specifications.

<u>907-625.02--Materials</u>. The high build traffic paint shall be quick dry water-borne traffic paint to be applied on asphalt or Portland cement concrete pavements. The paint must perform properly when preheated to 110° to 130°F and accept glass beads so that the spheres are imbedded to a depth of 50 percent of their diameter.

All paint materials, including vehicle, pigment, paste, driers, thinners, and mixed paint shall conform to the requirements of these specifications unless otherwise stipulated. Paint shall be furnished ready-mixed or in paste or powder form, as may be specified, and shall be of the type and color shown on the plans or as otherwise indicated. All paints for incorporation in the work shall be manufactured in the United States. Any paint that has caked, hardened or otherwise deteriorated shall not be used.

<u>907-625.02.1--Sampling and Testing</u>. Sampling and testing of paint shall be in accordance with the appropriate method in Federal Test Method No. 141, ASTM and/or Mississippi Test Method.

Sampling at the option of the Department will be performed at the point of manufacture or at a designated point of delivery. When the paint is sampled at the point of manufacture, the Department representative shall be given full access to the manufacturing process.

The Central Laboratory may utilize x-ray analysis, gas chromatography, infrared, or ultra violet spectral analysis of the paint or its components to determine whether specified ingredients were used. Paint found not to be in compliance with the approved formula shall not be used.

A sample may be taken by MDOT at random from the initial shipment of each batch received by the Contractor and forwarded to the Central Testing Laboratory and tested for compliance with all requirements of this specification. If the test results fail, another sample will be taken from the same batch number and re-tested. Unacceptable test results shall be cause to reject the entire batch of traffic paint.

<u>907-625.02.2--Containers and Marking</u>. Paint shall be shipped in sturdy leak proof containers. The size of the containers shall be at the option of the Contractor unless specified otherwise in the contract.

Each container or label thereon shall be marked as follows:

Net weight in pounds
Net volume in U. S. gallons
Color
Code number
Batch number
Name and percentage of each component
Name and address of manufacturer
Date of manufacture

In addition, each container and labeling thereon shall meet the requirements of State and Federal Regulations for transporting the paint.

907-625.02.3--High Build Water Borne Traffic Paint. This material shall be a rapid setting waterborne compound suitable for use with hot application equipment. The material shall meet the requirements Specification Adherence of Table 1. The paint shall contain Rohm & Haas Rhoplex Fastrack HD-21A emulsion with 48.5 - 49.5 percent solids content or Dow DT 400NA acrylic emulsion with 49.5 - 51.5 percent solids content or approved equal. White paint shall contain a minimum of 1.0 pound per gallon of titanium dioxide conforming to ASTM D 476 and the yellow paint shall be Hansa Yellow (11-2400). The paint shall be tested by analytical infrared (IR) spectroscopy.

Table 1 Water Borne Traffic Paint Physical Properties

Property	Requirer		<b>Test Method</b>
	Min	Max	
PH	9.9		ASTM E 70
Viscosity, at 25°C Krebs Unit	80	95	ASTM D 562
Drying Time Minutes		10	ASTM D 711
Percent Pigment *	55	62	ASTM 3723
Total Solids,%	73	79	ASTM D 2369
Weight Per Gallon, Lb./Gal			ASTM D 1475
White	13.7		
Yellow	13.1		
Daylight Reflectance, %			ASTM E 1349
White	Not less than 84%, relative to magnesium oxide		Federal Test Method No. 141
Yellow	Not less than 54%, relative to magnesium oxide		Federal Test Method No. 141
Color	Pass		ASTM D 6628
Pigment Composition	Pass		See 907-625.02.3
IR	Pass		See 907-625.02.3

<sup>\*</sup> No theoretical empirical factor shall be applied in determining the pigment percent of the paint. Percent pigment will not be calculated by adding back the burned off organic constituents of the pigment.

Color -- Yellow shall conform to requirements of the Table 2 listed below when tested in accordance with ASTM E 1349.

Table 2
Water Borne Traffic Paint Color Specification Limits (Daytime)

	(Futer Borne Trume Tume Color Specification Emiles (Buy time)										
	1	1	2	2		3	2	1			
Color	X	у	X	у	X	у	X	у			
Yellow	0.500	0.428	0.470	0.456	0.500	0.483	0.530	0.456			

The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65.

<u>907-625.02.4--Glass Beads</u>. Glass beads shall meet the requirements of Subsection 720.01 for Class 'B' High Visibility beads.

### 907-625.03--Construction Requirements.

<u>907-625.03.1--Equipment.</u> Selection of proper equipment to produce satisfactory results within the following requirements shall be the responsibility of the Contractor.

- a) Equipment shall permit traffic to pass safely within the limits of the roadway surface and shoulder while operating.
- b) Equipment shall be designed for placement of both solid and skip line stripes of the spacing shown on the plans with square, neat stripe ends.
- c) Equipment shall provide a method for cleaning the surface of dust immediately prior to placement of striping materials.
- d) Equipment shall provide a gravity bead dispenser for drop-on application of glass beads.
- e) The equipment shall provide accurate regulation of the application rate and shall have a tachometer or other approved device to ensure uniform paint application at the designated rate. The equipment shall be adjustable for applying one, two or three adjacent lines simultaneously at the specified spacing and be equipped with a device capable of following a control line. Operation of the unit shall be such that paint will not be spattered or blown on another stripe. The unit shall be designed to properly agitate the paint while in operation.
- f) The equipment may be equipped with a heat exchanger to heat the paint to reduce drying time.
- g) The operation shall include a trailing vehicle equipped with a flashing arrow board.

<u>907-625.03.2--Surface Preparation.</u> All areas to be painted shall be thoroughly cleaned. Cleaning may be done by hand brooms, rotary brooms, air blast, scrapers, or whatever combination of equipment is necessary to clean the pavement thoroughly without damage to the surface. Before edge striping, particular care shall be taken to remove all vegetation, loose soil, and the like from the area to be painted. Should other methods fail, the surface shall be wetted with a water jet and scrubbed as necessary to dislodge all foreign material. After washing, the surface shall be allowed to dry thoroughly, and all films of dried mud apparent after surface drying shall be removed before application of paint. Painting shall follow as closely as practicable after the surface has been cleaned and dried, but no paint shall be applied until the surface has been inspected and permission given to proceed. The cost for preparing the surface shall be included in the unit prices for the marking items.

<u>907-625.03.3--Weather Limitations</u>. No paint striping shall be done when the pavement surface is not thoroughly dried, when the air is foggy or misty, when the air or surface temperature is below 50°F, or when wind or other condition causes a film of dust to be deposited

on the surface after cleaning and before striping can be done or causes displacement of striping material.

<u>907-625.03.4--Application.</u> The longitudinal joint or existing centerline stripe shall be used in determining the location of the centerline of new striping. In the absence of a longitudinal joint or existing stripe, the location of the centerline of new striping shall be located by the Contractor with the approval of the Engineer. Skip line individual intervals will not be marked. No striping material shall be applied over a guide string line.

**Paint Preparation.** Immediately before application, paints shall be agitated and mixed thoroughly to a uniform consistency, free from lumps or agglomerates. Paints shall be kept covered to retain volatiles. Paints shall not be thinned without approval.

**Application Rates.** Paint shall be applied at the rate of 37.5 gallons per mile of 6-inch wide stripe. Glass beads shall be applied at a rate of 450 pound per mile of 6-inch wide stripe.

Paint may be heated in heat exchangers to accelerate drying to a temperature between  $110^{\circ}$  and  $130^{\circ}$ F for water borne paint.

<u>907-625.03.5--Tolerances.</u> The length and width of lines shall be within a tolerance of plus or minus three inches and plus or minus 1/8 inch, respectively. For skip markings, the tolerance for intervals shall not exceed the line length tolerance.

Markings applied at less than minimum material rates, deviating from true alignment by more than one inch in 50 feet, exceeding stipulated length and width tolerances, and showing light spots, faulty distribution of beads, smears, or other deficiencies or irregularities shall be removed and replaced. Removal methods shall be in accordance with Subsection 619.03.2.

<u>907-625.03.6--Protection</u>. The newly painted markings shall be protected so that, insofar as possible, paint will not be picked up by the tires of passing vehicles. Warning signs shall be placed at the beginning of a wet line and at points well in advance of the marking equipment. For the benefit of the Contractor, small flags or other similarly effective small objects may be placed near freshly applied lines at frequent intervals to reduce crossings by traffic. Damaged portions of stripes shall be effaced and replaced by the Contractor at no additional cost to the State.

Operations shall be conducted so that traffic can move without undue hindrance. When public traffic is being maintained, warning signs at the starting end shall be moved forward as sections of stripe dry sufficiently to prevent pick-up under traffic.

<u>907-625.04--Method of Measurement</u>. High build painted traffic markings completed in accordance with the plans and specifications will be measured by the mile or by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skips. The length used to measure centerline, lane lines and edge stripes will be the horizontal length computed along the stationed control line. Stripes more or less than six inches in width will be converted to equivalent lengths of six-inch stripe.

Detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurement will be made along the surface of each stripe and will exclude nominal skip intervals where specified. Stripes more or less than six inches in width will be converted to equivalent lengths of six-inch stripe.

Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more or less than six inches in width will be converted to equivalent lengths of six-inch widths.

<u>907-625.05--Basis of Payment</u>. High build painted traffic markings, measured as prescribed above, will be paid for at the contract unit price per mile, linear foot, or square foot as applicable, which shall be full compensation for preparation of the surface, furnishing and applying all materials, protection of wet paint; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

The prices thus paid shall be full compensation for completing the work.

### Payment will be made under:

907-625-A:	Traffic Stripe, High Build, Skip White	- per linear foot or mile
907-625-B:	Traffic Stripe, High Build, Skip Yellow	- per linear foot or mile
907-625-C:	Traffic Stripe, High Build, Continuous White	- per linear foot or mile
907-625-D:	Traffic Stripe, High Build, Continuous Yellow	- per linear foot or mile
907-625-E:	Detail Traffic Stripe, High Build	- per linear foot
907-625-F:	Legend, High Build	- per square foot or linear foot

CODE: (SP)

#### SPECIAL PROVISION NO. 907-710-1

**DATE:** 06/24/10

**SUBJECT:** Fast Dry Solvent Traffic Paint

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

After Subsection 710.05 on Page 661, add the following:

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

### 907-710.06.1--Composition.

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

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

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

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

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

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

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

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

**Initial Daytime Chromaticity Coordinates (Corner Points)** 

	1	2	3	4
X	0.53	0.51	0.455	0.472
y	0.456	0.485	0.444	0.4

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

**Initial Daytime Chromaticity Coordinates (Corner Points)** 

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

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

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

#### SECTION 905 - PROPOSAL

	Date
Mississippi Transportation Commission	
Jackson, Mississippi	
Sirs: The following proposal is made on behalf of	
of	
	C. 'C' 1

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.

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 **five percent (5%) of total bid** 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.

### SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by execution of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

	Respectfully Submitted,	
	DATE	
	Contractor	
	BYSignature	
	TITLE	
	ADDRESS	
	CITY, STATE, ZIP	
	PHONE	
	FAX	
	E-MAIL	
(T. I. CH. I.: if		
(To be filled in if a corporation)		
Our corporation is chartered under the Laws of the titles and business addresses of the executives are as follows:	he State of and the na	ames,
President	Address	
Secretary	Address	
Treasurer	Address	

Revised 6/2015

The following is my (our) itemized proposal.

SFM-9999-02(006) / 107107301

Section 905 Proposal (Sheet 2 - 1) ATTALA

Scrub Seal on Various Routes, known as State Project No. SFM-9999-02(006) / 107107301 in Attala County.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
			Roady	way Items	
0010	619-A6001		568	Linear Feet	Temporary Traffic Stripe, Legend
0020	620-A001		1	Lump Sum	Mobilization
0030	625-E001		5,920	Linear Feet	Detail Traffic Stripe
0040	625-F001		568	Square Feet	Legend
0050	627-L001		6,275	Each	Two-Way Yellow Reflective High Performance Raised Markers
0060	907-405-D001		933,386	Square Yard	Scrub Seal
0070	907-618-A001		1	Lump Sum	Maintenance of Traffic
0800	907-618-B001		1	Square Feet	Additional Construction Signs [\$10.00]
0090	907-625-B004		40	Mile	Traffic Stripe, High Build, Skip Yellow
0100	907-625-C004		140	Mile	Traffic Stripe, High Build, Continuous White
0110	907-625-D004		88	Mile	Traffic Stripe, High Build, Continuous Yellow

# 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.

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# COMBINATION BID PROPOSAL

\* of Subsection 102.11 on the following contracts: I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_ \* Option to be shown as either (a), (b), or (c).

County						
Project No.	6.	7.	8.	9.	10.	
County						
Project No.	1.	2.	3.	4.	5.	

- 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)

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

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re to be awarded work not to exceed a total monetary value of	re to be awarded work not to exceed
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I (W	I (W

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. Π.

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) agree to complete each contract on or before its specified completion date.

# 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  $\underline{DOES}$   $\underline{NOT}$  constitute  $\underline{APPROVAL}$  of the subcontracts.

NOTE:	Insert name and address of subcontractors. thousand dollars (\$50,000.00) <u>ONLY</u> .)	(Subcontracts equal to or in excess of fifty
	(Individual or Firm)	(Address)
NOTE:	Subsequent subcontracts, if any, equal t	NOT preclude subsequent subcontracts. so or in excess of fifty thousand dollars egulations promulgated and adopted by the anuary 13, 1999.
	Contrac	for

REV. 6/2015

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

Ι,	,
(Name of person submitting certifica	tion)
individually, and in my capacity as(Title)	of
(Name of Firm, Partnership, or Corpor	ration)
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. SFM-9999-02(006) / 107107301	,
or indirectly entered into any agreement, participated in any collusion; or oth of free competitive bidding in connection with this contract; nor have any owners.  Except as noted hereafter, it is further certified that said legal entity and its c	f its corporate officers or principal orporate officers, principal owners,
managers, auditors and others in a position of administering federal funds a debarment, voluntary exclusion or determination of ineligibility; nor have suspended, debarred, voluntarily excluded or determined ineligible within the Transportation Commission, the State of Mississippi, any other State or a convicted or had a civil judgment rendered by a court of competent jurisdiction official misconduct within the past three years.	e a debarment pending; nor been past three years by the Mississippi federal agency; nor been indicted,
Initial here if exceptions are attached and made a part thereof. Any it applies, initiating agency and dates of such action.	exceptions shall address to whom
Note: Exceptions will not necessarily result in denial of award but will be responsibility. Providing false information may result in criminal prosecution	
All of the foregoing and attachments (when indicated) is true and correct.	
(6/2015 S)	

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# **CERTIFICATION**

(Execute in duplicate)

I,
(Name of person submitting 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. SFM-9999-02(006) / 107107301
in <u>Attala</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.
(6/2015 S)

### SECTION 902

CONTRACT FOR	<u>SFM-9999-02(00</u>	<u>6) / 107107301</u>		
LOCATED IN THE C	OUNTY(IES) OF _	Attala		
STATE OF MISSISSI	PPI,			
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 t	his the	day of,		
Contractor (s) By					 N	MISSISSIPPI TRANSPORTATION COMMISSION		
Signed a	and sealed in	the pi	resenc		Ву	Executive Director		
						Secretary to the Commission		
						Commission in session on the day o		
	8/06/2003							

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

CONTRACT BOND FOR: SFM-9999-02(006) / 107107301			
LOCATED IN THE COUNT	Y(IES) OF: Attala		
STATE OF MISSISSIPPI, COUNTY OF HINDS			
Know all men by these presen	ts: that we,		
	( Contractor )		
	Principal, a		
residing at	in the State of		
and			
	( Surety )		
residing at	in the State of,		
	he State of Mississippi, under the laws thereof, as surety, effective as of the contract date		
	mly bound unto the State of Mississippi in the sum of		
shown below, are neld and fir	my bound unto the State of Wississippi in the sum of		
(\$	) Dollars, lawful money of the United States of America, to be paid to		
	ad truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns		
jointly and severally by these	•		
Jointry and severally by these	presents.		
The conditions of this bond ar	e such, that whereas the said		
principal, has (have) entered	into a contract with the Mississippi Transportation Commission, bearing the date of		
day of	A.D hereto annexed, for the construction of certain projects(s) in		
the State of Mississippi as m	nentioned in said contract in accordance with the Contract Documents therefor, on file in		
the offices of the Mississippi	Department of Transportation, Jackson, Mississippi.		
Now therefore, if the above be	ounden		
keep and perform all and s	in all things shall stand to and abide by and well and truly observe, do ingular the terms, covenants, conditions, guarantees and agreements in said contract,		
	be observed, done, kept and performed and each of them, at the time and in the manner material and equipment specified in said contract in strict accordance with the terms of		
	s, specifications and special provisions are included in and form a part of said contract and		
shall maintain the said work of	ontemplated 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		
	y the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage d principal (s), his (their) agents, servants, or employees in the performance of said work		
	herewith, and shall be liable and responsible in a civil action instituted by the State at the		
instance of the Mississippi Tı	ransportation Commission or any officer of the State authorized in such cases, for double		
	operty, the State may lose or be overcharged or otherwise defrauded of, by reason of		
	ny, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said		
	tes and all persons furnishing labor, material, equipment or supplies therefor, including Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional		
	or shall promptly make payment of all taxes, licenses, assessments, contributions, damages,		

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

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



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we	2		
	Contractor		
	Address		
	City, State ZIP		
as Principal, hereinafter called the Principal, and	Surety		
a corporation duly organized under the laws of the sta	te of		
as Surety, hereinafter called the Surety, are held and f	irmly bound untoState of Mississ	sippi, Jackson, Mississippi	
As Obligee, hereinafter called Obligee, in the sum of	Five Per Cent (5%) of Amount Bid		
	Dollars (\$	)	
for the payment of which sum will and truly to be executors, administrators, successors and assigns, join	e made, the said Principal and said atly and severally, firmly by these presented	Surety, bind ourselves, our heirs ents.	
WHEREAS, the Principal has submitted a bid for Sc 02(006) / 107107301 in Attala County.	rub Seal on Various Routes, known	as State Project No. SFM-9999	
NOW THEREFORE, the condition of this obligation said Principal will, within the time required, enter in performance of the terms and conditions of the cont will pay unto the Obligee the difference in money be which the Obligee legally contracts with another part in no event shall liability hereunder exceed the penal state.	nto a formal contract and give a good ract, then this obligation to be void; of the etween the amount of the bid of the by to perform the work if the latter amo	and sufficient bond to secure the otherwise the Principal and Surety said Principal and the amount fo	
Signed and sealed this day of	, 20		
	(Princip	pal) (Seal)	
	Ву:		
(Witness)	(Name)	(Title)	
	(Surety	y) (Seal)	
	By:		
(Witness)	(Attorney-in	n-Fact)	
	MS Age	ent	
	 Mississippi Insura	nce ID Number	