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SM No. CMP6589370081

74

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

24

Overlay approximately 3 miles of SR 589 from I-59 to US 11, known as State Project No. MP-6589-37(008) / 305798301 in Lamar County.

Project Completion: Flexible

(STATE DELEGATED)

NOTICE

BIDDERS MUST PURCHASE A BID 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

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Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal State Board of Contractors Requirement

PROJECT: MP-6589-37(008)/305798301 - Lamar

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

Progress Schedule

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA) 04/28/2016 06:18 AM

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at <u>10:00 o'clock</u> <u>A.M., Tuesday, May 24, 2016</u>, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Overlay approximately 3 miles of SR 589 from I-59 to US 11, known as State Project No. MP-6589-37(008) / 305798301 in Lamar 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 \leq https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at \leq http://mdot.ms.gov> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

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

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

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein.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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

- 3 -

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

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

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SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

SECTION 904 - NOTICE TO BIDDERS NO. 3131

CODE: (SP)

DATE: 06/24/2010

SUBJECT: Temporary Traffic Paint

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

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

Monthly Petroleum Products Base Prices can be viewed at:

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

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

DATE: 11/29/2012

SUBJECT: Safety Apparel

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4526

CODE: (SP)

DATE: 06/11/2013

SUBJECT: Electronic Addendum Process

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

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

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

SECTION 904 - NOTICE TO BIDDERS NO. 5044

CODE: (SP)

DATE: 05/13/2014

SUBJECT: Questions Regarding Bidding

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

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

SECTION 904 – NOTICE TO BIDDERS NO. 5080

CODE: (SP)

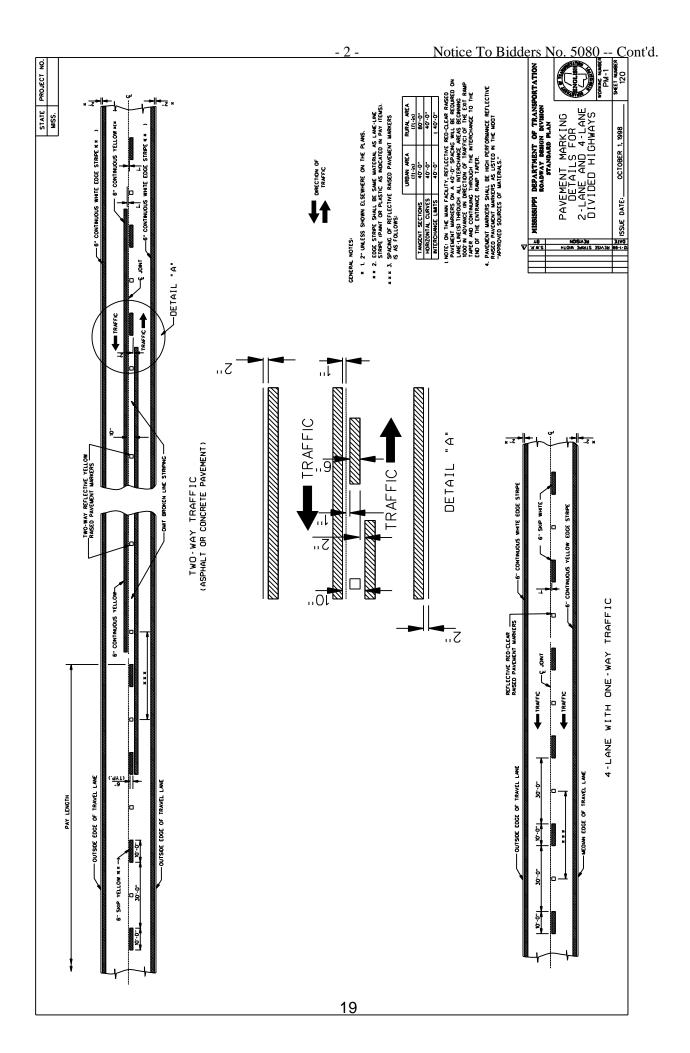
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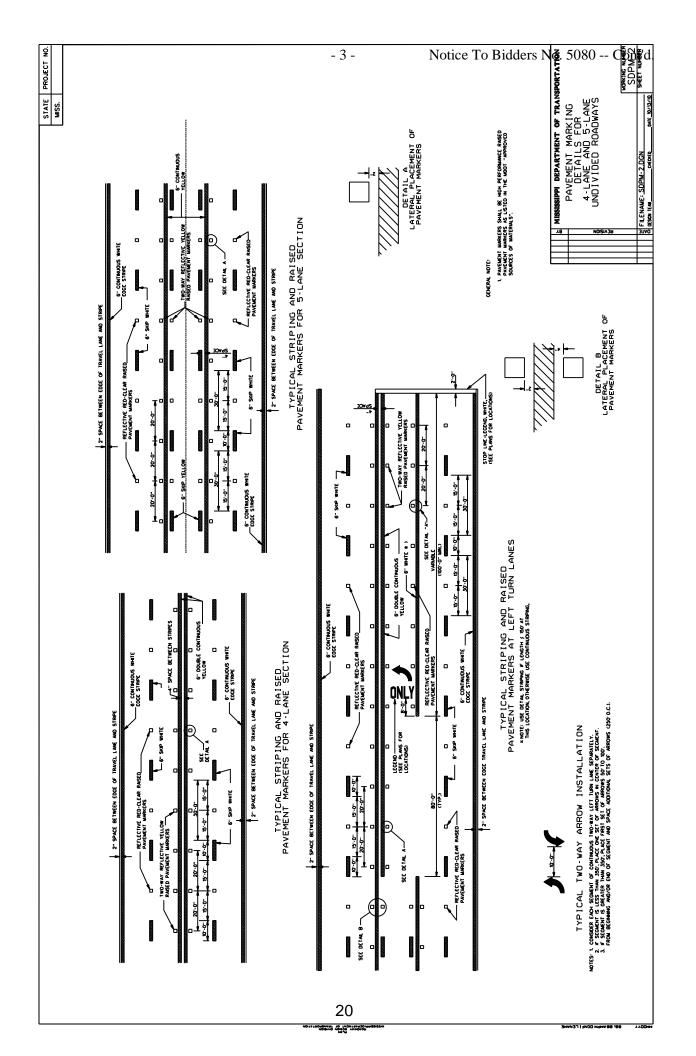
SUBJECT: Standard Drawings

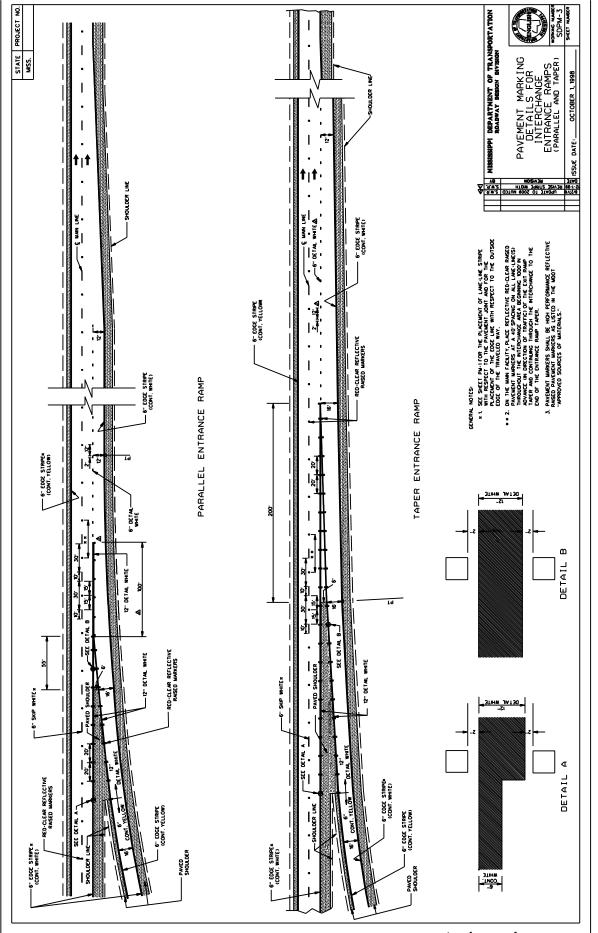
Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

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



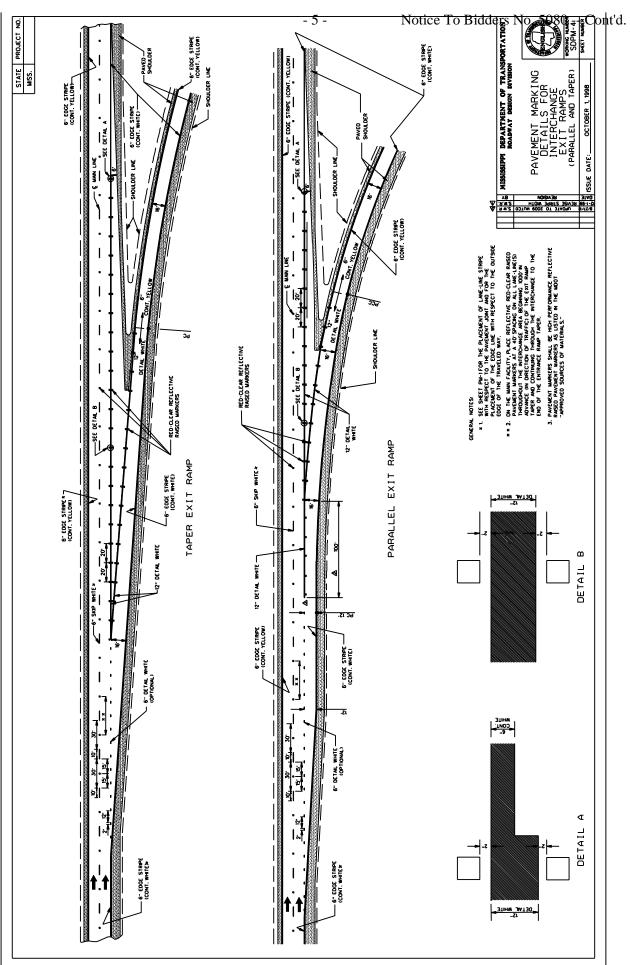




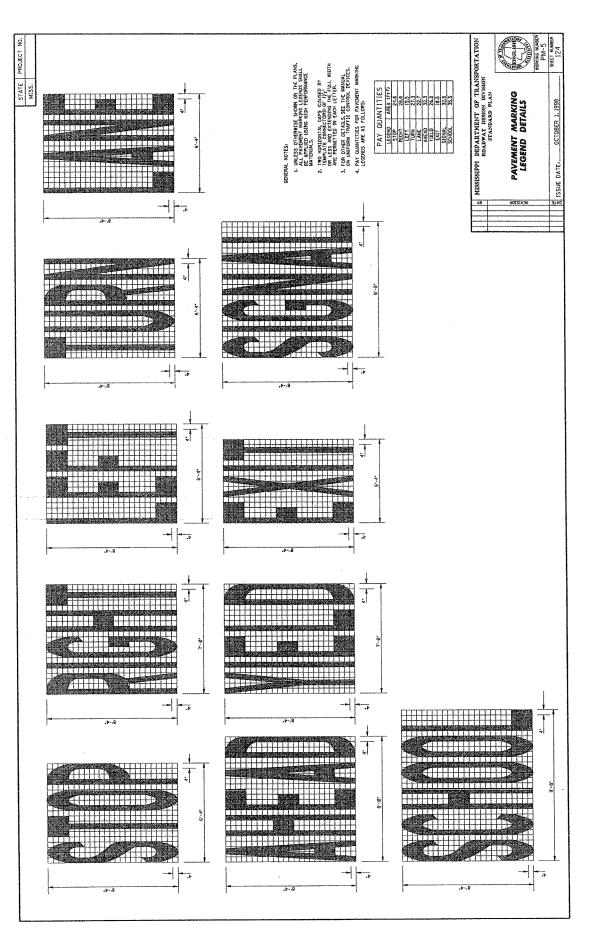
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Notice To Bidders No. 5080 -- Cont'd.

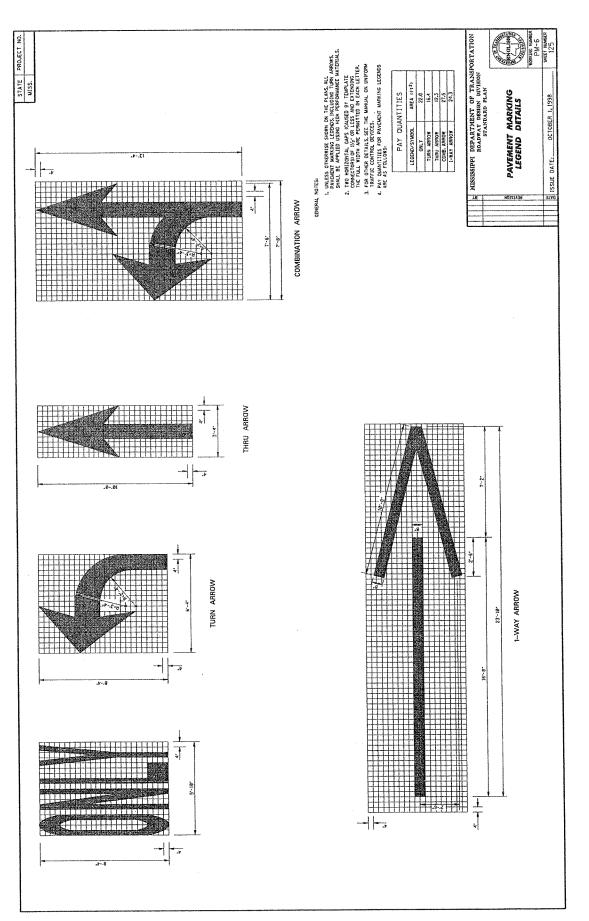
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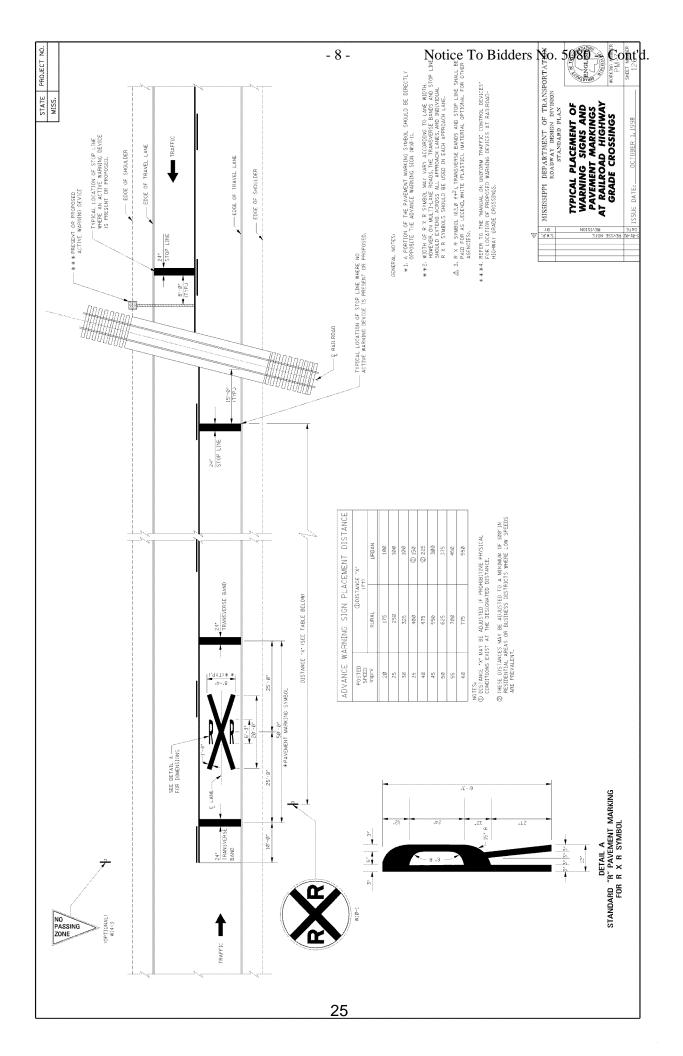
Povement Morking - interchange ramps/PM-4.DGN

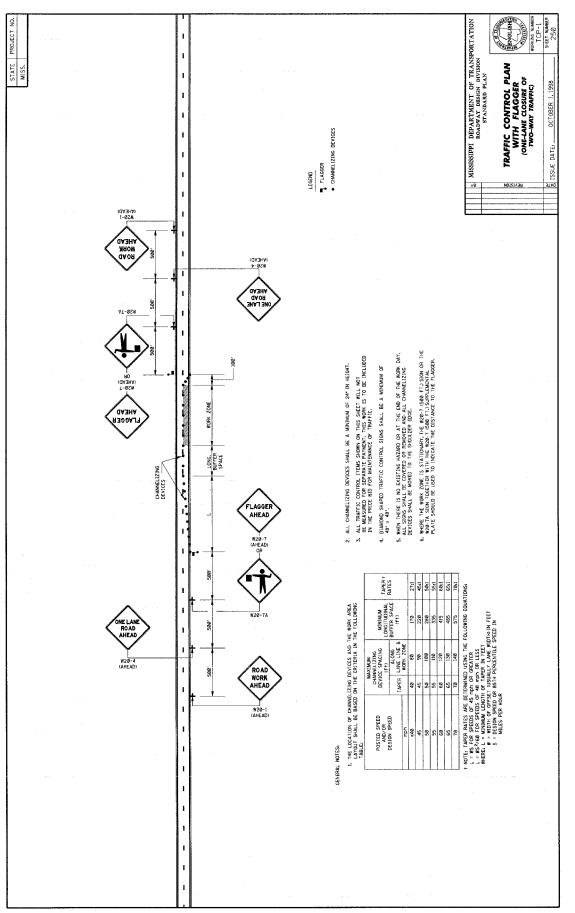


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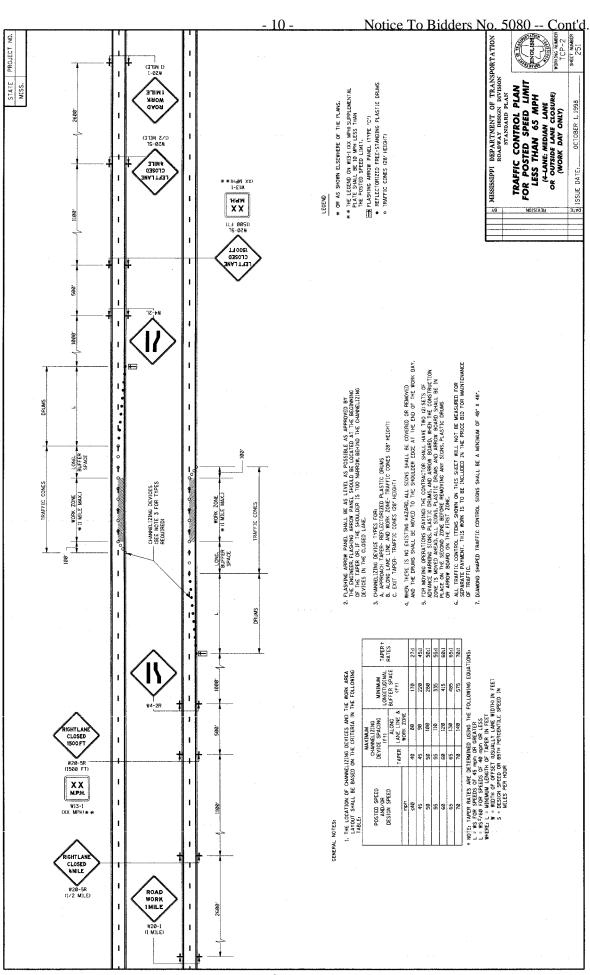


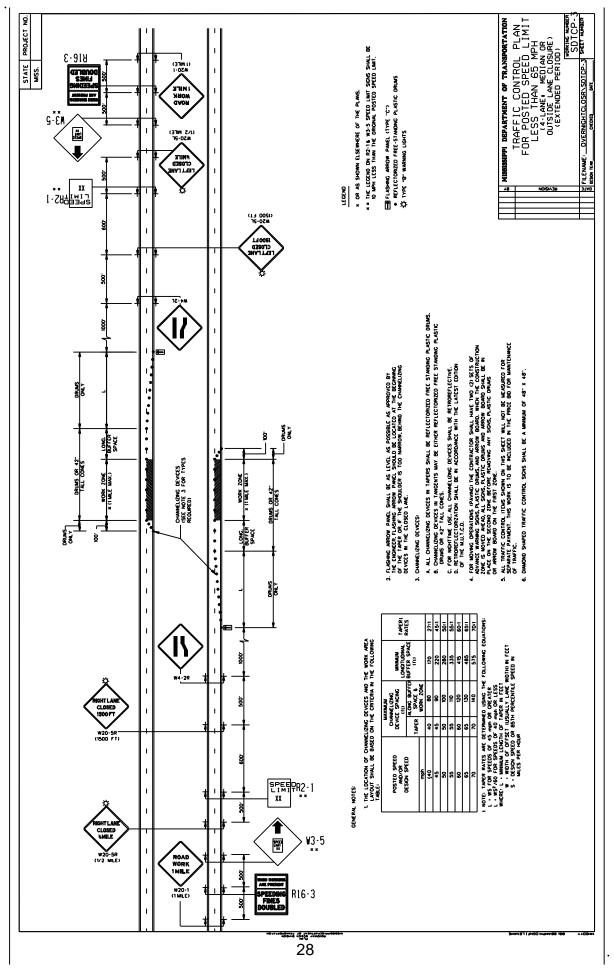
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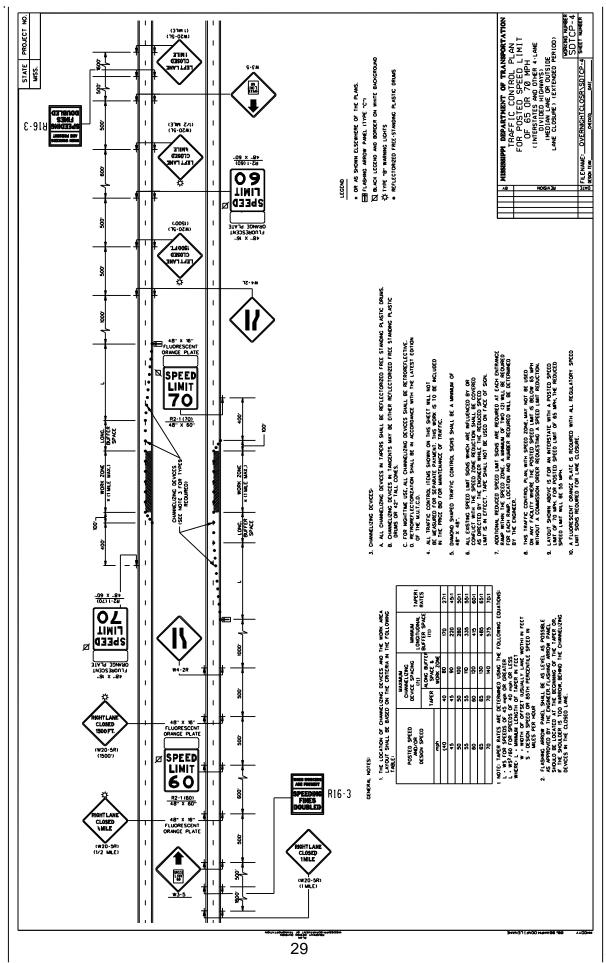


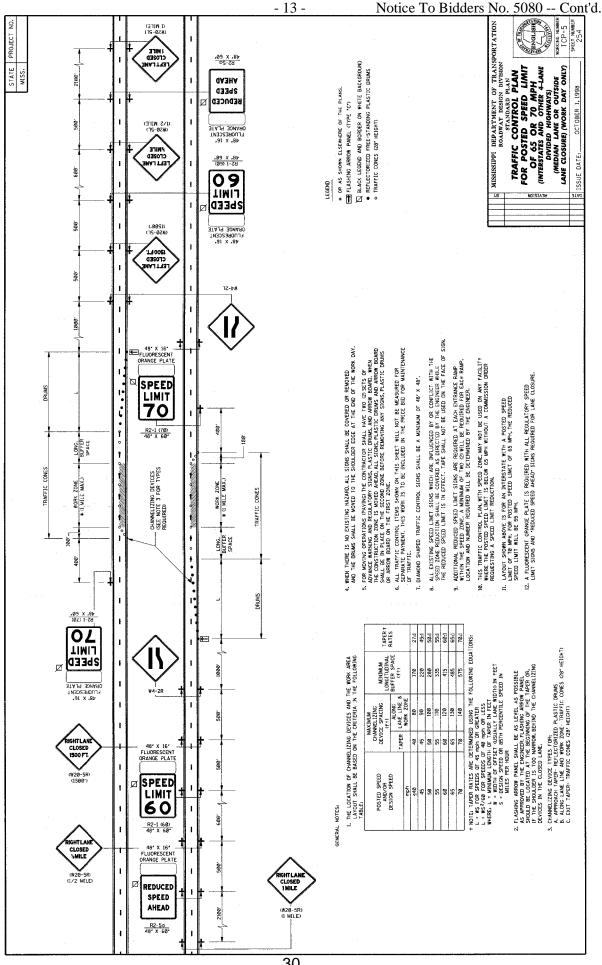


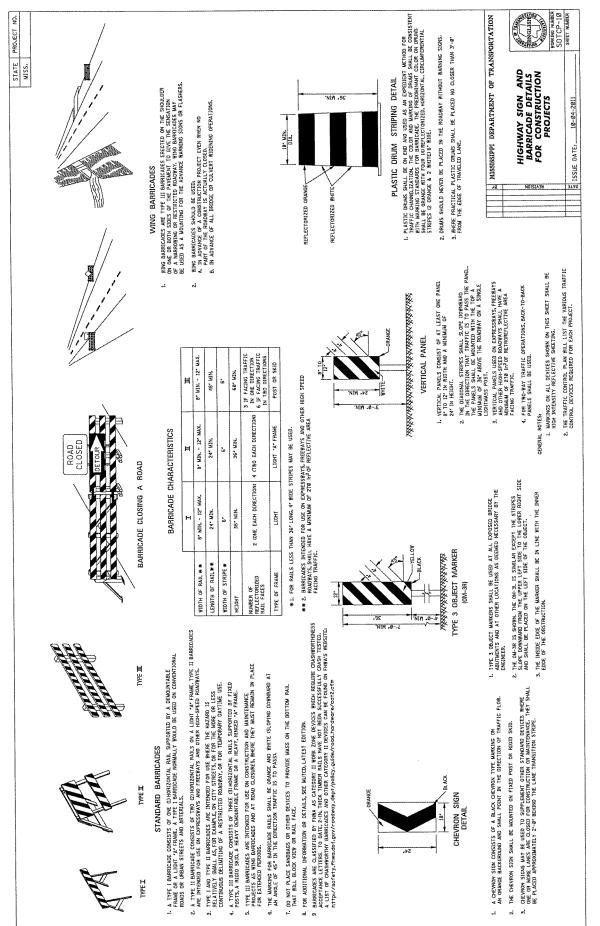
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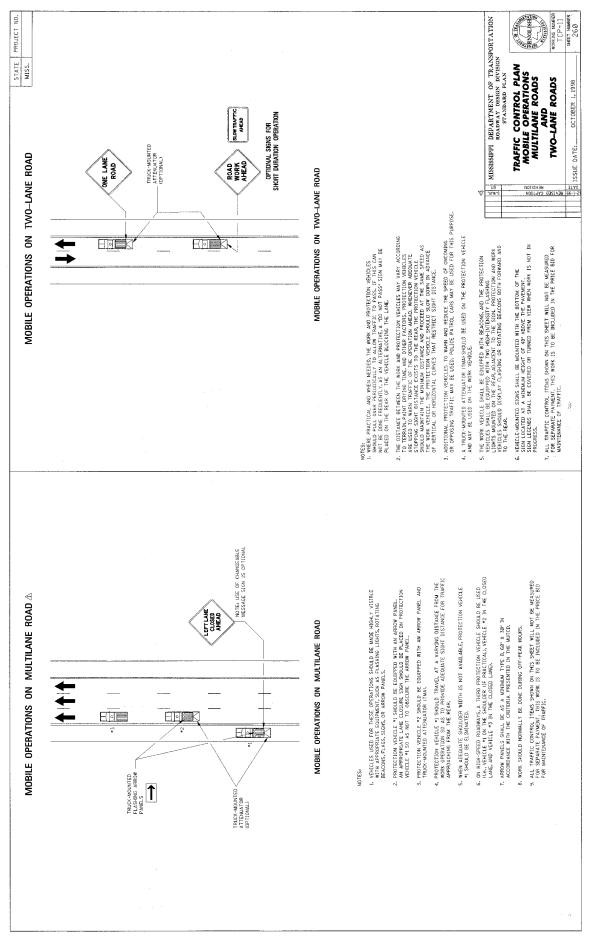




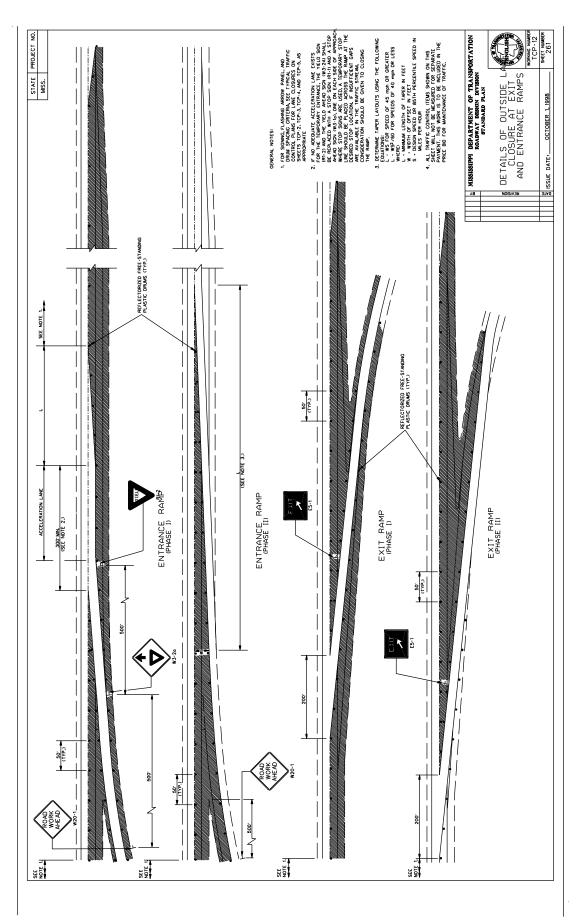




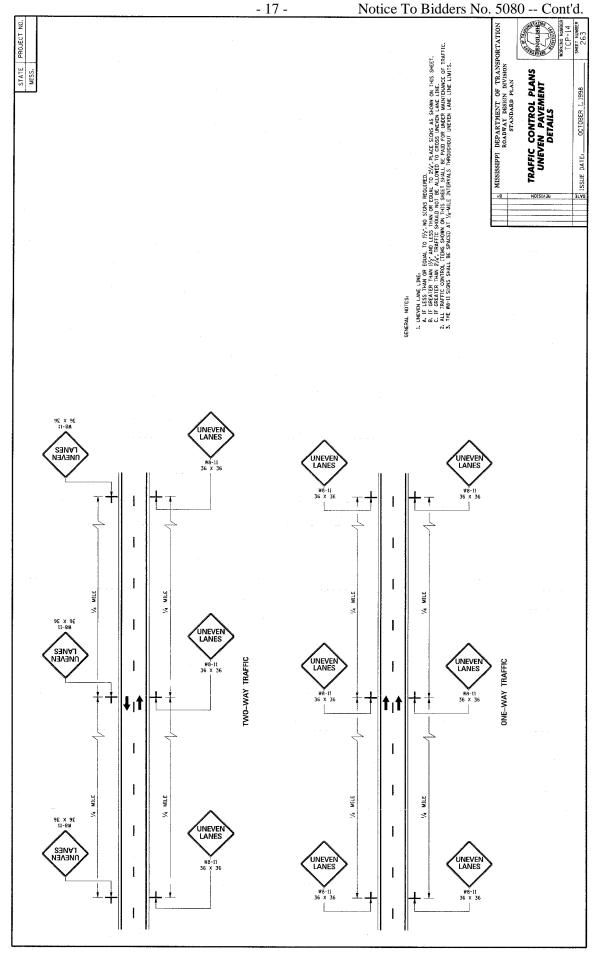


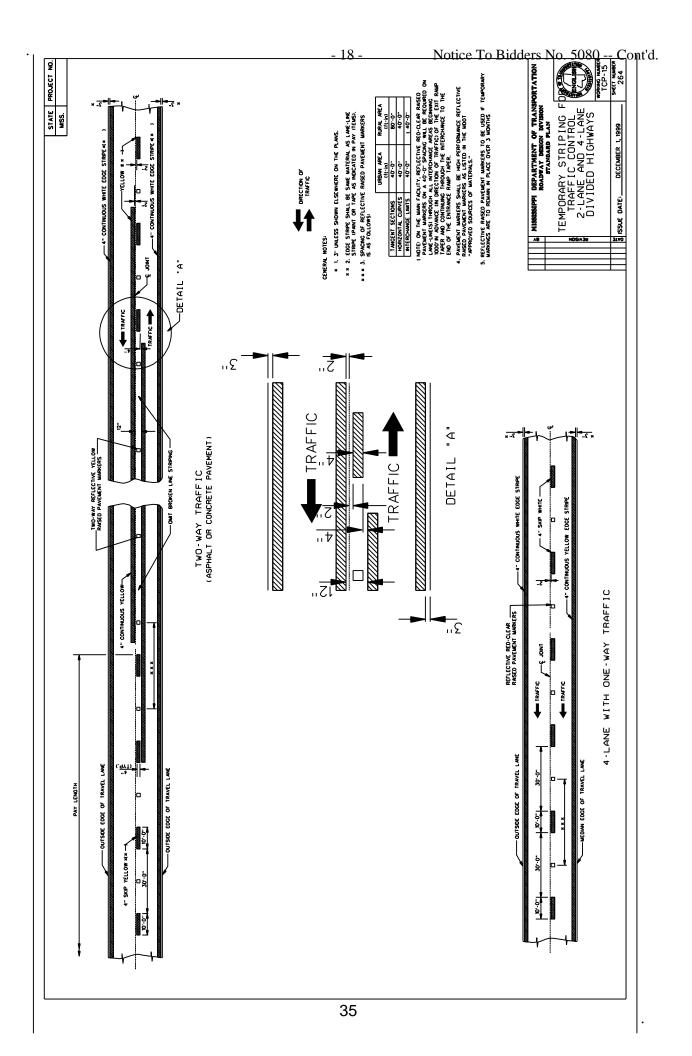


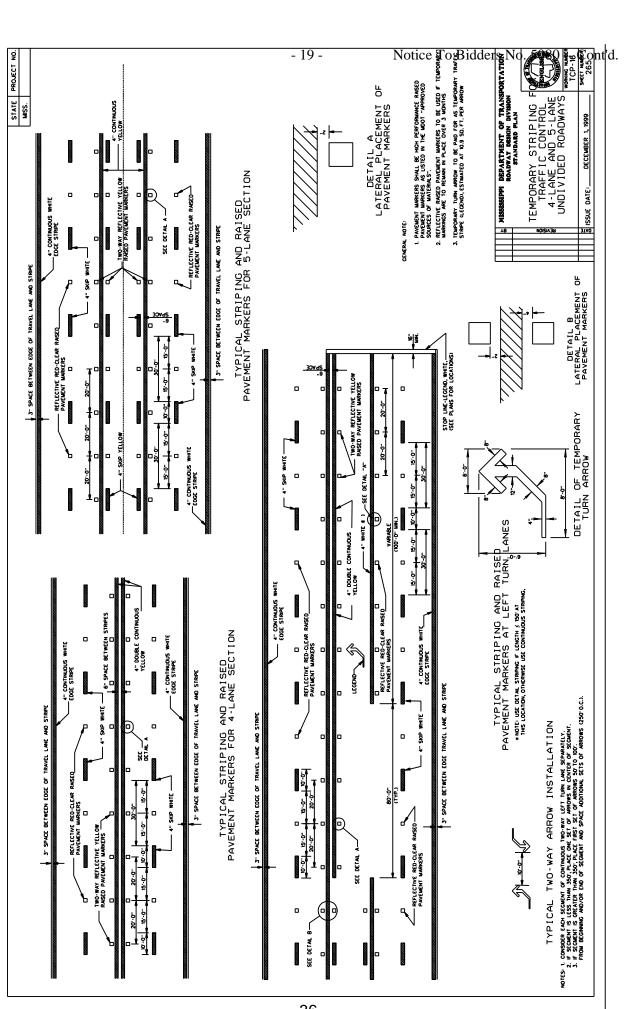
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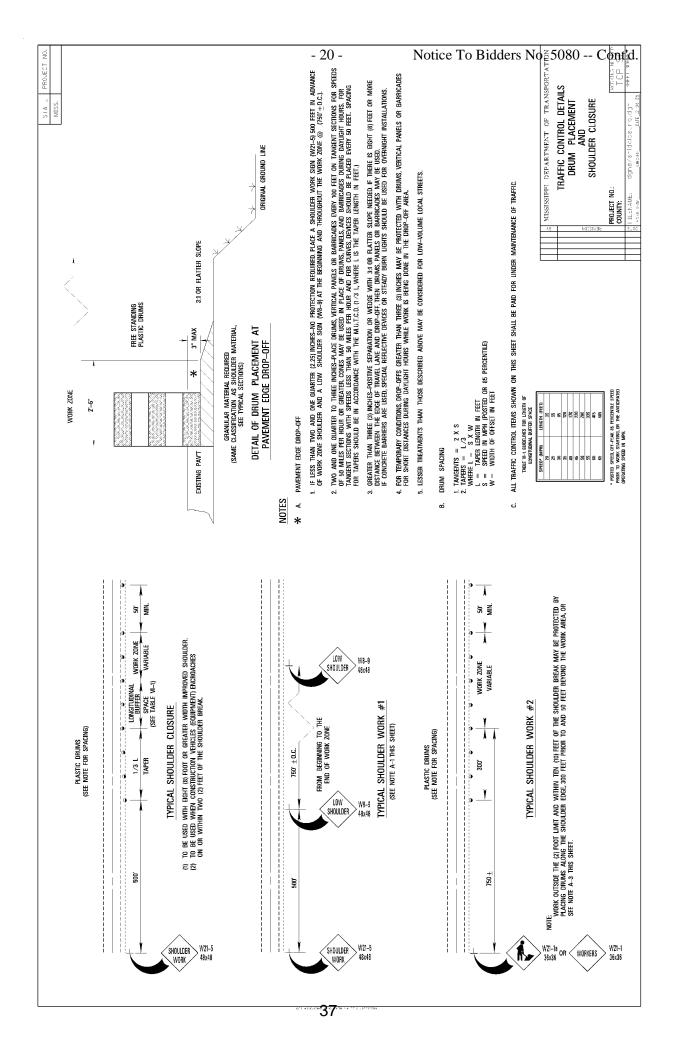
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SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

DATE: 02/11/2015

SUBJECT: Traffic Control Devices

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

Flashing Arrow Panels

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

Type III Barricade Rails

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5824

CODE: (SP)

DATE: 09/10/2015

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, CMS-2h, LD-7, CQS-1h, ETAC-H, and NTSS-1HM 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, CMS-2h	SS-1
LD-7, CQS-1h, ETAC-H, NTSS-1HM	CSS-1

SECTION 904 - NOTICE TO BIDDERS NO. 5866

CODE: (SP)

DATE: 10/28/2015

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 weekly. 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. 6255

CODE: (SP)

DATE: 4/08/2016

SUBJECT: Contract Time

PROJECT: MP-6589-37(008) / 305798301 – Lamar County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06. It is anticipated that the Notice of Award will be issued no later than **June 14**, **2016** and the effective date of the Notice to Proceed / Beginning of Contract Time will be between the **July 14**, **2016 and September 8**, **2016**.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time date between the date of the July 14, 2016 and September 8, 2016.

Should the Contractor not request a Notice to Proceed by <u>September 8, 2016</u>, the date for the Notice to Proceed / Beginning of Contract Time will be <u>September 8, 2016</u>.

<u>18</u> Working Days have been allowed for the completion of work on this project.

The progress schedule for this project shows the Notice to Proceed / Beginning of Contract Time starting at the latest possible date. If the Contractor requests a Notice to Proceed earlier than this date, the Contractor shall submit a revised progress schedule showing the work beginning at the new Notice to Proceed / Beginning of Contract Time date.

SECTION 904 - NOTICE TO BIDDERS NO. 6256

CODE: (SP)

DATE: 04/07/2016

SUBJECT: Scope of Work

PROJECT: MP-6589-37(008) / 305798301 -- Lamar 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.

Work on the project shall consist of the following:

<u>ULTRA-THIN OVERLAY OF HIGHWAY 589 FROM</u> 7TH STREET TO THE END OF STATE MAINTENANCE (10+00 to 128+36)

(A) Prior to the overlay, centerline alignment shall be determined by the Contractor by measuring the existing roadway at 500-foot intervals in tangent sections, and 100-foot intervals in horizontal curves. The existing shoulders shall be clipped and surplus material shall be spread along the edge of the shoulders, fore slopes, or other adjacent areas as directed by the Project Engineer, and will be an absorbed item.

(B) Cold Mill 3/4" and variable on SR 589 at all the transitions including B.O.P., bridges and all local road tie-ins. Cold Mill at I-59 overpass eastern abutment to the End of State Maintenance. All milled areas shall be backfilled with asphalt within 48 hours of milling. All milled material shall become property of the Contractor.

(C) Overlay SR 589 with 3/4" of Ultra-Thin Asphalt Pavement from Station 10+00 to Station 128+36 (Approximately 1730 Tons). Prior to the overlay, a leveling course of ½" Ultra-thin Asphalt Pavement will be required from Station 10+00 to 128+36 (Approximately 1140 Tons). The overpass bridge at I-59 shall be omitted from paving (Approximately 257'). Smoothness will be governed by Special Provision 907-411. Publicly maintained roads or streets shall be surfaced to the existing R.O.W.; privately owned entrances shall be surfaced a distance of 10 feet and variable from edge of pavement (Approximately 75 Tons). Any site grading at local roads or drives will not be measured for separate payment but will be considered an absorbed item. Cross slopes shall be maintained to achieve a uniform cross slope of 2%. If water stands when project is complete, the Contractor shall correct at no additional cost to the State.

(D) Raise the existing shoulders to match the new pavement elevation by placing 3/4" and variable depth Crushed Stone on the shoulders. Placement of the crushed stone on the finished surface course shall not be permitted. The material shall be bladed, rolled and compacted to a finished slope of 4% where practical. Shoulders with existing adequate shoulder material in

place shall be bladed to a slope of 4%, the cost of which shall be included in the prices of other items bid.

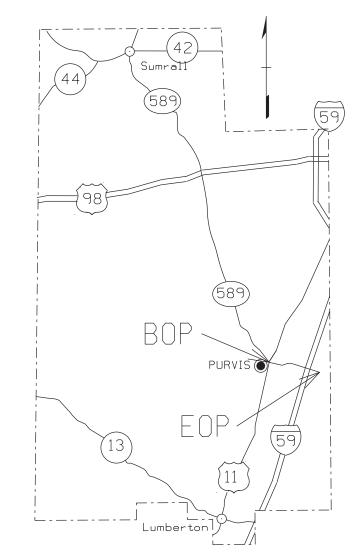
(E) Temporary striping shall conform to finished stripe specifications for alignment, neatness, reflectivity, and straightness. All permanent pavement markings are to be hot thermoplastic. Edge lines will be placed so as to maintain the original lane width. Glass beads applied to thermoplastic shall conform to Subsection 720.01. Special care should be taken for the placement of Thermoplastic Detail Stripe along the edge of pavement at turn-outs on all local roads and along tapers where Detail Stripe is required as per Typical PMD-1. Cold Plastic traffic stripe shall be removed from I-59 overpass and replaced with Thermoplastic Traffic Stripe. Any pavement management markings encountered shall be marked and replaced with four feet (4') of 6-inch white thermoplastic stripe shall be placed at and perpendicular to centerline. Additionally, four feet (4') of 6-inch white thermoplastic stripe shall be placed at the BOP & EOP. The cost of placing pavement management markings shall not be measured for separate pay.

(F) Raised pavement markers will be placed as per sheet PM-1 of the Standard Drawings. Any removal of existing raised pavement markers or rumble bars shall be considered an absorbed item. Only flexible adhesive shall be allowed for placement of raised pavement markers meeting the requirements of Subsection 720.03.7.7.

The Contractor shall erect and maintain construction signing, and provide all signs and traffic handling devices, and shall provide two portable R16-3 signs per work zone or lane closure in addition to signs required by standard drawings in accordance with <u>Manual Uniform Traffic</u> <u>Control Devices (MUTCD)</u>. The cost is to be included in the price bid for pay item No. 907-618-A, Maintenance of Traffic.

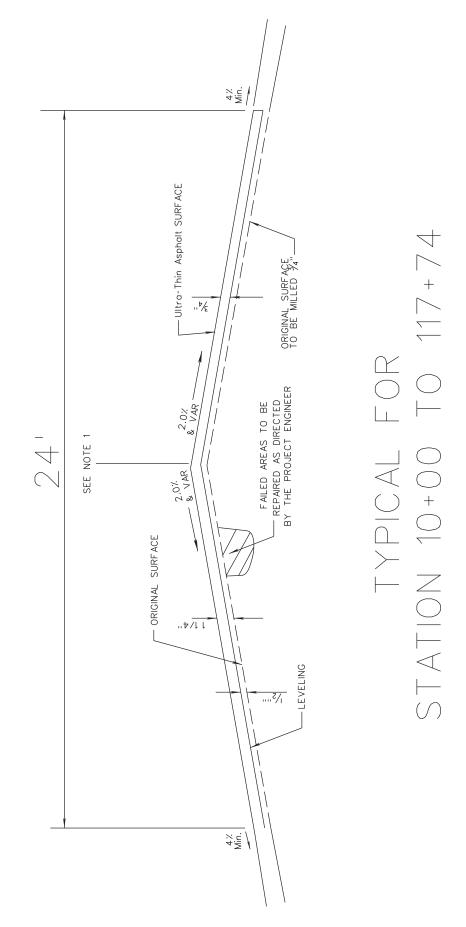
Incidental work such as removing vegetation, shaping and compaction of shoulder, removing excess asphalt material, project clean-up, and other incidental work necessary to complete the project will not be measured for separate payment, but will be included in other bid items, and must be performed during the operating hours for this project.





The above referenced project is for milling and overlaying approximately 2.2 miles of MS Hwy 589 from 7th Street to the End of State Maintenance in Lamar County

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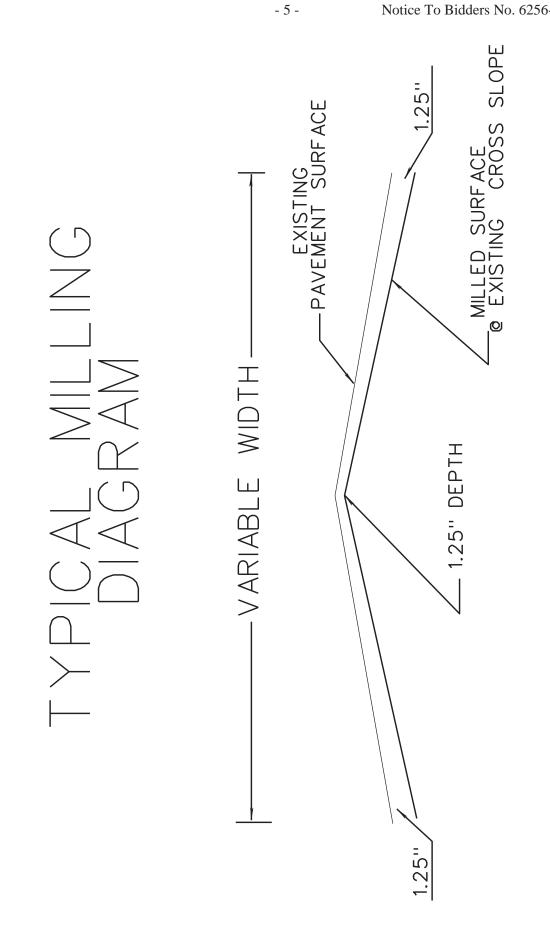


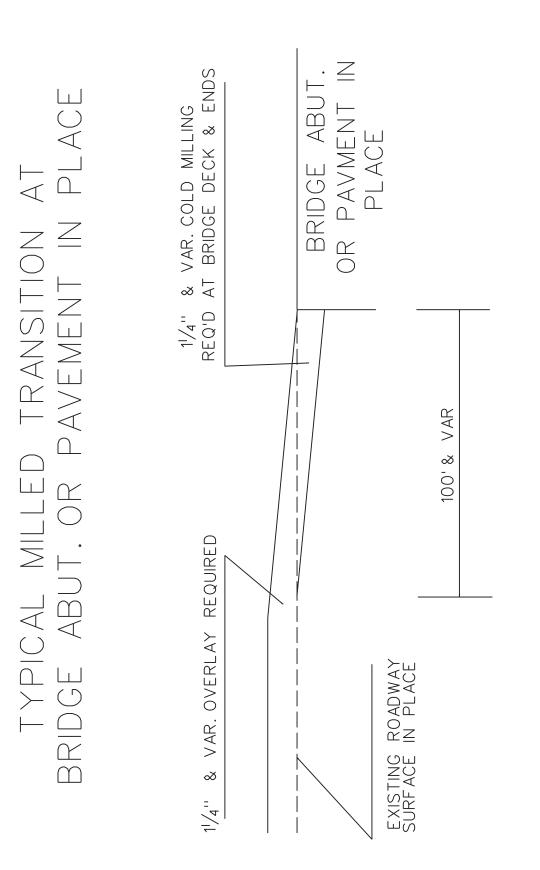
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NOTES:

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

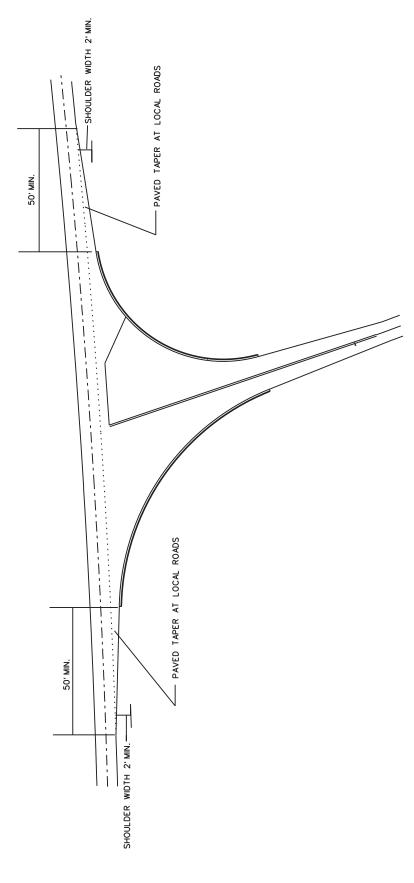
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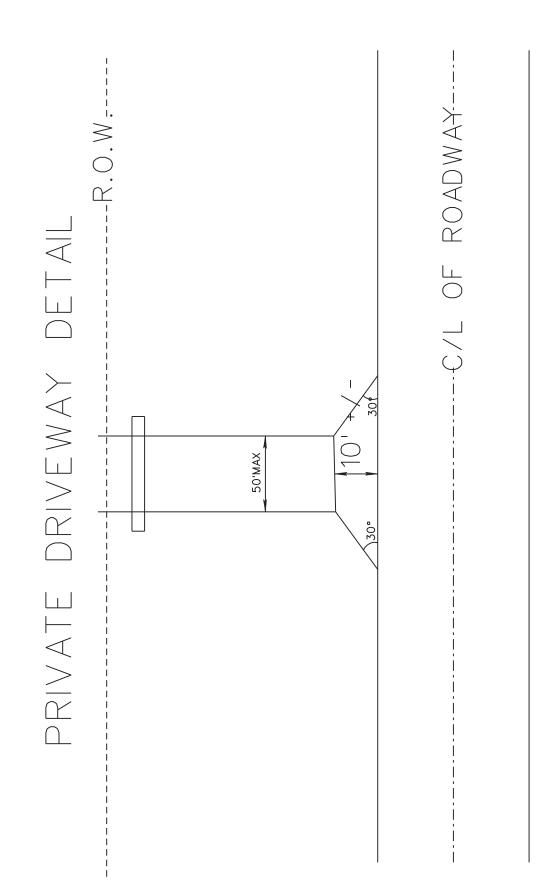


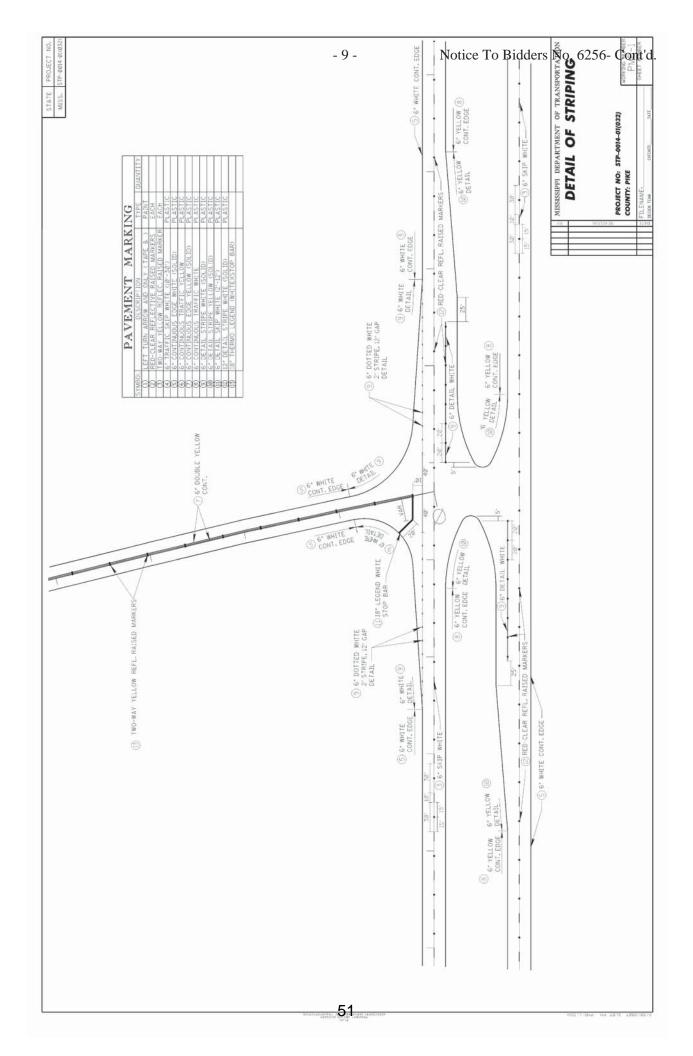
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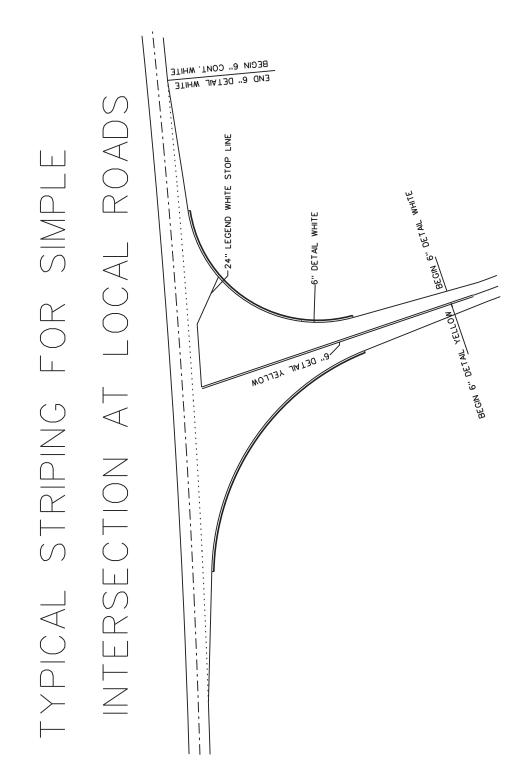
TYPICAL FOR PAVED TAPER AT LOCAL ROADS



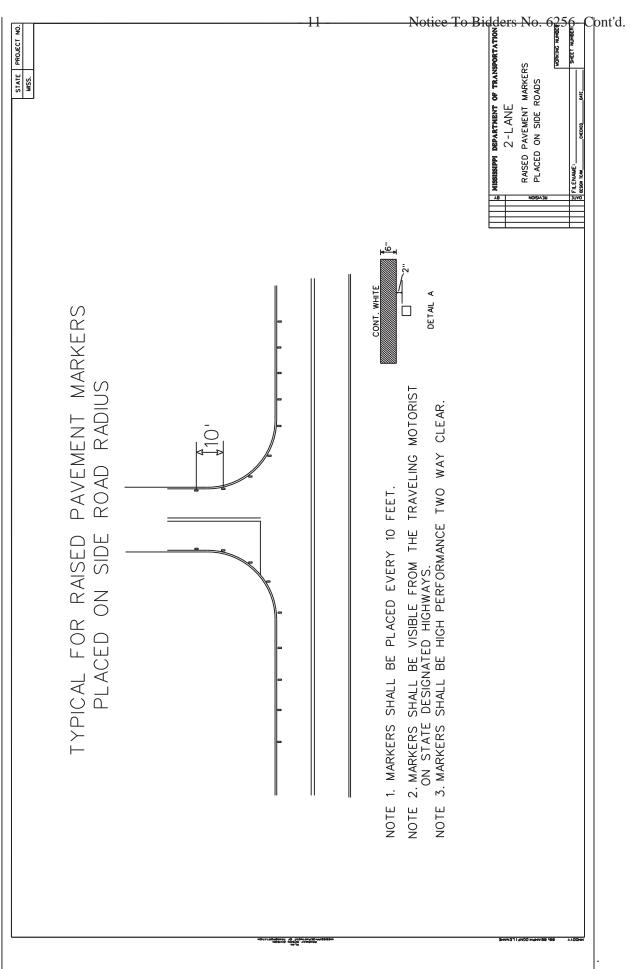
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SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION NO. 907-102-12

CODE: (SP)

DATE: 11/18/2015

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 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 online using the Bid Express Service (BIDX).

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 <u>http://www.bidx.com</u>. 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 bidding only that alternate, and thereafter no further choice will be permitted.

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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 a 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 digitally signing the bid.

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.

The bidder's proposal must be digitally signed 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.

<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 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.

907-102.09--Delivery of Proposals. Delete the paragraph under Subsection 102.09 on page 20,

and substitute the following.

Unless otherwise specified, each proposal shall be submitted online using the Bid Express service. Proposal Forms are non-transferable and no name or names of interested parties may be shown other than those to whom the proposal was issued. All proposals shall be submitted to Bid Express prior to the time and place specified in the Notice to Contractors and on the Bid Express website.

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<u>**907-102.10--Withdrawal or Revision of Proposals.**</u> Delete the paragraph under Subsection 102.10 on page 20, and substitute the following.

A bidder may withdraw or revise a proposal after it has been submitted to Bid Express any time prior to the time set for opening proposals.

SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

DATE: 07/22/2015

SUBJECT: Award and Execution of Contract

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

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

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

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

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. 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.

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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".</u>

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Scope of Work

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

<u>907-104.05--Removal and Disposal of All Materials From the Project.</u> Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

SPECIAL PROVISION NO. 907-104-6

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

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

FORMAL PARTNERING:

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

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

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

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

INFORMAL PARTNERING:

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

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

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows.

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

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

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

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

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

<u>907-105.05.2--Certified Erosion Control Person</u>. On projects that require an erosion control plan, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit

requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

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<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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-107.02--Permits, Licenses and Taxes</u>. Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

<u>907-107.14.2--Liability Insurance</u>. Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

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

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. Automobile with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

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

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

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

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

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

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

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

SPECIAL PROVISION NO. 907-108-38

CODE: (SP)

DATE: 04/18/2016

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

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

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

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

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

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

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

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

<u>907-108.03.1--Progress Schedule.</u> 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 which include A + B 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.

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On projects using A + C bidding, 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.

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.</u>

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.

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

907-108.06.1--Based on Working Day Completion.

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

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

The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

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

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

TABLE OF ANTICIPATED WORKING DAYS

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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.

On projects other than A + C projects, 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. On A + C projects, available working days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, or the earlier Notice to Proceed/Beginning of Contract Time date if an early Notice to Proceed is allowed.

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.

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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 to-date 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.

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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".

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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 to-date 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.

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

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

If the contract time of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

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

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

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

Schedule of Deductions for Each Day of Overrun in Contract Time

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

SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

DATE: 09/10/2015

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%, which also includes tax and bond.

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.

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

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

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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. 907-304-13

CODE: (SP)

DATE: 06/06/2012

SUBJECT: Granular Courses

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

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

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

907-304.03--Construction Requirements.

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

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

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

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

Lot Average	Individual Test
96.0	92.0

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

SPECIAL PROVISION NO. 907-406-4

CODE: (SP)

DATE: 10/13/2015

SUBJECT: Cold Milling

Section 406, Cold Milling, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-406.01--Description</u>. After the first paragraph of Subsection 406.01 on page 279, add the following.

This work also consists of the removal of portions of existing pavement using a cold fine milling process to a nominal depth using grade control as specified on the Plans or as directed by the Engineer. It shall also include the loading, hauling, and disposal of the milled materials by the Contractor in accordance with the plans and specifications. The planed surface shall provide a textured surface suitable for repairs, paving, or as a temporary riding surface, whichever is specified.

907-406.03--Construction Requirements.

<u>**907-406.03.1--Equipment.</u>** Delete the third sentence of the first paragraph of Subsection 406.03.1 on page 279, and substitute the following.</u>

The equipment shall accurately and automatically establishing profile grades along each edge of the machine by referencing from the existing pavement with means of an approved profile averaging device with extreme contact points with surface at least 30 feet apart, or from an independent grade line and shall have an automatic system for controlling cross slope.

After the second paragraph of Subsection 406.03.1 on page 279, add the following.

When fine milling is required, the milling machine shall, in addition to the above, be designed specifically for grinding surfaces to close tolerances and shall be operated at a rate recommended by the manufacturer so as to avoid tearing and gouging of the pavement surface. The fine milling machine shall be equipped with a fine milling drum of the size and shape necessary to produce an ultrafine texture to the milled surface and meet the requirements of this specification. The bit or teeth spacing on the drum shall have a maximum spacing of six millimeter (6 mm). The equipment shall have a positive means for limiting any dust resulting from the operation from escaping into the air.

After Subsection 406.03.2 on page 280, add the following.

<u>907-406.03.3--Fine Milling.</u> Unless otherwise noted or advised by the Engineer, the fine milling operation shall be conducted using an automatic grade control device, as referenced in Subsection

406.03.1, to establish accurate grade control and cross slope. The milled surface shall be textured, substantially free from waves or irregularities.

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Prior to beginning a fine milling operation, the Engineer may require the Contractor to construct a 500-foot test section. The texture and consistency of profile and cross slope of this test section will be evaluated by the Engineer to verify the above straight-edge requirement can be met.

If the tolerance is exceeded in the test section, the Contractor shall cease work and take corrective actions to improve the process. Once corrective actions are taken, the Contractor will construct another test section. This designated section shall be fine milled to conform to the same requirements as those required in the initial test section. The Contractor shall not be allowed to start continuous fine milling until an acceptable test section is obtained.

Fine milling shall produce a uniform finished surface and maintain a constant cross slope between extremities in each lane.

The surface tolerance of the fine milling shall be checked to assure a uniform pavement texture that is true to line, grade, and cross section.

Fine milled pavement surfaces are subject to visual and straightedge inspections by the Engineer at any time during the milling operation. The final fine milled surface shall be a uniform finish on the grade and slope shown to be required on the plans. The finished surface shall also not vary more than $\frac{1}{4}$ " from a 10-foot straightedge placed anywhere on the surface of the milled area.

The cross slope shall be checked to assure uniformity and that no depressions or slope misalignments exist when the slope is tested with a straightedge placed perpendicular to the center line.

Dust, residue, and loose milled material shall be removed from the fine milled surface. Traffic shall not be allowed on the milled surface nor any asphalt placed on the milled surface until removal is complete.

<u>**907-406.04--Method of Measurement**</u>. Delete the paragraph in Subsection 406.04 on page 280, and substitute the following.

Cold milling of pavement and shoulders, all depths, will be measured by the square yard, cubic yard (LVM), or ton as indicated in the contract. Loading, hauling, and disposal will not be measured for separate payment.

Fine milling of the specified pavement will be measured by the square yard, cubic yard (LVM), or ton as indicated in the contract. Loading, hauling, and disposal will not be measured for separate payment.

Fine milling to repair failed areas in Open Graded Friction Courses will not be measured for payment unless authorized by the Engineer.

<u>**907-406.05--Basis of Payment.</u>** Delete the first and second paragraphs of Subsection 406.05 on page 280, and substitute the following.</u>

Cold milling of pavement and shoulders, all depths, measured as prescribed above, will be paid for at the contract unit price per square yard, cubic yard (LVM) or ton, as indicated, which price shall be full compensation for completing the work.

Fine milling, measured as prescribed above, will be paid for at the contract unit price per square yard, cubic yard (LVM) or ton, as indicated, which price shall be full compensation for completing the work.

When not shown as a separate pay item in the contract, the price for each item of milling shall include the cost of continuous maintenance of traffic and protective services as required by the Department's Traffic Control Plan, including all required individual traffic control devices.

Delete the pay items listed on page 280 and substitute the following.

907-406-A:	Cold Milling of Bituminous Pavement, All Depths	- per square yard, cubic yard or ton
907-406-B:	Cold Milling of Concrete Pavement, All Depths	- per square yard, cubic yard or ton
907-406-C:	Cold Milling of Shoulders, All Types, All Depths	- per square yard, cubic yard or ton
907-406-D:	Fine Milling of Bituminous Pavement, All Depths	- per square yard, cubic yard or ton
907-406-E:	Fine Milling of Concrete Pavement, All Depths	- per square yard, cubic yard or ton
907-406-F:	Fine Milling of Shoulders, All Depths	- per square yard, cubic yard or ton

SPECIAL PROVISION NO. 907-411-5

CODE: (SP)

DATE: 01/21/2015

SUBJECT: Ultra-Thin Asphalt Pavement (UTAP)

Section 907-411, Ultra-Thin Asphalt Pavement, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-411 - ULTRA-THIN ASPHALT PAVEMENT

<u>907-411.01--Description</u>. These specifications include general requirements that are applicable to Ultra-Thin Hot Mix Asphalt (UHMA) and Ultra-Thin Warm Mix Asphalt (UWMA).

This work consists of the construction of one lift of UTAP in accordance with these specifications and the specific requirements for the mixture to be produced and placed in reasonable close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

The asphalt mixture (UHMA or UWMA) used on this project will not be bid as an alternate pay item. The Contractor must select one of the asphalt mixtures, UHMA or UWMA, to be used throughout the entire project.

907-411.01.1--Definitions.

Maximum Sieve Size - Maximum sieve size is the smallest sieve size at which 100 percent of the aggregate passes.

Nominal Maximum Sieve Size - The nominal maximum sieve size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate.

Maximum Density Line - The maximum density line is a straight line plot on the FHWA 0.45 power gradation chart which extends from the zero origin point of the chart through the plotted point of the combined aggregate gradation curve on the nominal maximum sieve size.

Mechanically Fractured Face - An angular, rough, or broken surface of an aggregate particle created by crushing as determined by ASTM Designation: D 5821.

907-411.02--Materials.

907-411.02.1--Component Materials.

<u>907-411.02.1.1--Aggregates.</u> The source of aggregates shall meet the applicable requirements of Section 703.

The total amount of crushed limestone shall not exceed fifty percent (50%) of the total aggregate by weight.

<u>907-411.02.1.1.1--Coarse Aggregate Blend.</u> Mechanically fractured faces by weight of the combined mineral aggregate coarser than the No. 4 sieve shall be 90 percent, two faces.

<u>907-411.02.1.1.2--Fine Aggregate Blend.</u> Uncrushed natural sand shall pass the 3/8" sieve and can be used, excluding the content in RAP, as no greater than 30 percent of the total mineral aggregate by weight.

<u>907-411.02.1.1.3--Combined Aggregate Blend</u>. The gradation requirements for Ultra-thin asphalt pavements are provided in the following table:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	95-100
No. 4	75 min
No. 8	22-70
No.16	
No. 200	4-12

The ultra-thin mixtures shall have a minimum fine aggregate angularity of 40.0 when tested on combined aggregate in accordance with ASTM Designation: C1252 Method A.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO T 90. The clay content shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO T 88.

<u>907-411.02.1.2--Reclaimed Asphalt Pavement.</u> Reclaimed asphalt pavement may be used in ultra-thin asphalt pavement and shall be no greater than 25 percent of the total mix weight.

Reclaimed asphalt pavement shall be separated into coarse and fine aggregate stockpiles using a $\frac{1}{2}$ " sieve as the break point.

<u>907-411.02.1.3--Bituminous Materials.</u> Bituminous materials shall meet the applicable requirements of Section 702 for the grade specified.

<u>907-411.02.1.4--Hydrated Lime.</u> Hydrated lime shall meet the requirements of Subsection 714.03.2 for lime used in soil stabilization.

<u>907-411.02.1.5--Mineral Filler.</u> Mineral filler shall meet the requirements of Subsection 703.16.

907-411.02.2--Composition of Mixtures.

<u>907-411.02.2.1--General.</u> Unless otherwise specified or permitted, the UTAP shall consist of a uniform mixture of asphalt, aggregate, mineral filler, hydrated lime and, when required or necessary to obtain desired properties, antistripping agent and/or other materials.

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Hydrated lime shall be used in all UTAP at the rate of one percent (1%) by weight of the total dry aggregate. The aggregate, prior to the addition of the hydrated lime, shall contain sufficient surface moisture.

The Contractor shall obtain a shipping ticket for each shipment of hydrated lime. The Contractor shall provide the District Materials Engineer with a copy of each shipping ticket from the supplier, including the date, time and weight of hydrated lime shipped.

Mixtures will require the addition of an antistripping agent when the Tensile Strength Ratio (MT-63) and/or the Boiling Water Test (MT-59) fail to meet the following criteria.

Tensile Strength Ratio (TSR - MT-63)	
Wet Strength / Dry Strength	85 percent minimum
Interior Face Coating	95 percent minimum
Boiling Water Test (MT-59)	
Particle Coating	95 percent minimum

<u>907-411.02.2.2--Mixture Properties.</u> Ultra-thin asphalt pavement shall be designed at N_{design} of 50 revolutions of the gyratory compactor.

Mixtures shall be designed such that the percent of maximum specific gravity (G_{mm}) shall be between 94.0 and 96.0.

There will not be voids in mineral aggregate (VMA) requirement for ultra-thin hot mix asphalt. However, the specified volume of effective binder (the difference between total air voids and VMA) shall be a minimum of 12 percent.

Dust/Binder Ratio (Percent Passing No. 200 / Effective Binder Content) for ultra-thin asphalt pavement shall be between 1.0 and 2.0.

<u>907-411.02.2.3--Job Mix Formula.</u> At least 10 working days prior to the proposed use of each mixture, the Contractor shall submit in writing to the Engineer a proposed job-mix formula or request the transfer of a verified job-mix formula as set forth in the latest edition of MDOT's Field Manual for HMA. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The Department will perform the tests necessary for review of a proposed job-mix formula for each required mixture free of charge one time only. A charge will be made for additional job-mix formulas submitted by the Contractor for review.

The mixture shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportion of any component of the job-mix formula shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

A job-mix formula may be transferred to other contracts in accordance with conditions set forth in the Department's Field Manual for HMA.

The Contractor shall not place any UTAP prior to receiving "tentative" approval and a MDOT design number from the Central Laboratory.

When a change in source of materials, unsatisfactory mixture production results such as segregation, bleeding, shoving, rutting over 1/8 inch, raveling & cracking, or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

<u>907-411.02.2.4--Single Lift Laying Thickness.</u> The minimum lift thickness for ultra-thin asphalt pavement shall be 1/2 inch and the maximum lift thickness shall not exceed one inch $(1^{"})$.

<u>907-411.02.2.5--UWMA Products and Processes.</u> The Department will maintain a list of qualified UWMA products and processes. No product or process shall be used unless it appears on this list.

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

907-411.02.3--Contractor's Quality Management Program.

<u>907-411.02.3.1--General.</u> The Contractor shall have full responsibility for quality management and maintain a quality control system that will furnish reasonable assurance that the mixtures and all component materials incorporated in the work conform to contract requirements. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the specified mixture. Adjustments to plant operation and spreading and compaction procedures shall be made immediately when results indicate that they are necessary. Mixture produced by the Contractor without the required testing or personnel on the project shall be subject to removal and replacement by the Contractor at no additional cost to the State.

<u>907-411.02.3.2--Personnel Requirements.</u> The Contractor shall provide at least one Certified Asphalt Technician-I (CAT-I) full-time during UTAP production at each plant site used to furnish material to the project. Sampling shall be conducted by a certified technician or by plant personnel under the direct observation of a certified technician. All testing, data analysis and data posting will be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor shall have a Certified Asphalt Technician-II (CAT-II) available to make any necessary

process adjustments. An organizational chart, including names, telephone numbers and current certification, of all those responsible for the quality control program shall be posted in the contractor's laboratory while the UTAP paving work is in progress

<u>907-411.02.3.3--Testing Requirements.</u> As a minimum, the Contractor's quality management program shall include the following:

- (a) Bituminous Material. Provide Engineer with samples in a sealed one-quart metal container at the frequency given in MDOT SOP TMD-20-04-00-000.
- (b) Mechanically Fractured Face. Determine mechanically fractured face content of aggregates retained on the No. 4 sieve, at a minimum of one test per day of production.
- (c) Mixture Gradation. Conduct extraction tests for gradation determination on the mixture. Sample according to the frequency in paragraph (i) and test according to Mississippi Test Method MT-31.
- (d) Total Voids and V_{be}. Determine total voids and volume of effective binder (V_{be}), at N_{Design} , from the results of bulk specific gravity tests on laboratory compacted specimens. Sample according to the sampling frequency in paragraph (h) and test according to the latest edition of MDOT's Field Manual for HMA.
- (e) Asphalt Content. Sample according to the sampling frequency in paragraph (i), and determine the asphalt content using one of the following procedures.
 - (1) Nuclear gauge. (Mississippi Test Method MT-6)
 - (2) Incinerator oven. (AASHTO T 308, Method A)
- (f) Stripping Tests. Conduct a minimum of one stripping test at the beginning of each jobmix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new antistrip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.
- (g) Quality Control Charts. Plot the individual test data, the average of the last four tests and the control limits for the following items as a minimum:

Mixture Gradation (Percent Passing) Sieves: 1/2-in, 3/8-in, No. 4, No. 8, No. 30, and No. 200. Asphalt Content, Percent Maximum Specific Gravity Total Voids @ N_{Design}, Percent V_{be} @ N_{Design}, Percent

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Keep charts up-to-date and posted in a readily observable location. Charts may be kept on a computer; however, the charts shall be printed out a minimum of once each production day and displayed in the laboratory. Note any process changes or adjustments on the Air Voids chart.

(h) Sampling Frequency. Conduct those tests as required above at the following frequency for each mixture produced based on the estimated plant tonnage at the beginning of the day.

Total Estimated Production, tons	Number of Tests
0-500	1
501-1000	2
1001-1500	3
1501-2000	4
2001+	5

(j) Sample Requirements. Obtain the asphalt mixture samples from trucks at the plant. Obtain aggregate samples from cold feed bins or aggregate stockpile. Save a split portion of all mixture samples at the laboratory site in a dry and protected location for 14 calendar days. At the completion of the project, the remaining samples may be disposed of with the approval of the Engineer.

The above testing frequencies are for the estimated plant production for the day. If production is discontinued or interrupted, the tests will be conducted at the previously established sample tonnage points for the materials that are actually produced. If the production exceeds the estimated tonnage, sampling and testing will continue at the testing increments previously established for the day. A testing increment is defined as the estimated daily tonnage divided by the required number of tests from the table in Subsection 907-411.02.3.3 paragraph (h).

In addition to the above program, aggregate stockpile gradation tests (AASHTO T-11 and T-27) shall be conducted every other production day. Fine aggregate angularity tests (ASTM C 1252, Method A) shall be conducted on the first day of production and once for every eight production samples thereafter, with a minimum of one test per production week.

<u>907-411.02.3.4--Documentation.</u> The Contractor shall document all observations, records of inspection, adjustments to the mixture, and test results on a daily basis. All tests conducted by the Contractor in accordance with Subsection 907-411.02.3.3 (g) shall be included in the running average calculations. If single tests are performed as a check on individual UTAP properties, between regular samples, without performing all tests required in Subsection 907-411.02.3.3 (g), the results of those individual tests shall not be included in the running average calculations for that particular property. The Contractor shall record the results of observations and records of inspection as they occur in a permanent field record. The Contractor shall record all process adjustments and job mix formula (JMF) changes on the air void charts. The Contractor shall provide copies of all test data sheets and the daily summary reports on the appropriate Mississippi DOT forms to the Engineer on a daily basis. The Contractor shall provide a written

description of any process change, including blend proportions, to the Engineer as they occur. Information provided to the Engineer must be received in the Engineer's office by no later than 9:00 AM the day after the UTAP is produced. Fourteen days after the completion of the placement of the UTAP, the Contractor shall provide the Engineer with the original testing records and control charts in a neat and orderly manner

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<u>907-411.02.3.5--Control Limits.</u> The following control limits for the job mix formula (JMF) and warning limits are based on a running average of the last four data points.

Sieve - % Passing	JMF Limits	Warning Limits
1/2-in	± 5.5	± 4.0
3/8-in	± 5.5	± 4.0
No. 4	± 4.0	± 3.0
No. 8	± 4.0	± 3.0
No. 30	± 4.0	± 3.0
No. 200	± 2.0	± 1.5
Asphalt Content, %	-0.3 to +0.5	-0.2 to +0.4
Design Total Voids	± 1.3	± 1.0
@N _{Design} , %		
Vbe @ NDesign, %	- 1.5	- 1.0

<u>907-411.02.3.6--Warning Bands.</u> Warning bands are defined as the area between the JMF limits and the warning limits.

<u>907-411.02.3.7--Job Mix Formula Adjustments.</u> A request for a JMF adjustment signed by a CAT-II may be made to the Engineer by the Contractor. Submit sufficient testing data with the request to justify the change. The requested change will be reviewed by the State Materials Engineer for the Department. If current production values meet the mixture design requirements, a revised JMF will be issued. Adjustments to the JMF shall conform to the latest edition of MDOT's Field Manual for HMA. Adjustments to the JMF to conform to actual production shall not exceed the tolerances specified for the JMF limits. Regardless of such tolerances, any adjusted JMF gradation shall be within the range given in Subsection 907-411.02.1.1.3 for the mixture specified. The JMF asphalt content may only be reduced if the production V_{be} meets or exceeds the minimum design V_{be} requirements for the mixture being produced.

<u>907-411.02.3.8--Actions and Adjustments.</u> Actions and adjustments shall be in accordance with Subsection 401.02.5.8.

907-411.02.4--Standards of Acceptance.

<u>907-411.02.4.1--General.</u> Acceptance for mixture quality (V_{be} and total voids @ N_{Design} , gradation, and asphalt content) will be based on random samples tested in accordance with the latest edition of MDOT's Field Manual for HMA. Smoothness will be accepted by lots as set out in Subsection 907-411.02.4.3.

<u>907-411.02.4.2--Assurance Program for Mixture Quality.</u> The Engineer will conduct a quality assurance program in accordance with Subsection 401.02.6.2.

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<u>907-411.02.4.3--Acceptance Procedure for Mixture Quality.</u> All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work. If the defective material has already been placed in the work, the material shall be removed and replaced at no additional cost to the State.

The Engineer will base final acceptance of the asphalt mixture production on the results of the Contractor's testing for total voids and V_{be} @ N_{Design} , gradation, and asphalt content as verified by the Engineer in the manner hereinbefore described and the uniformity and condition of the completed pavement. Areas of pavement that exhibit nonuniformity or failures (materials or construction related) such as but not limited to segregation, bleeding, shoving, rutting over 1/8 inch, raveling, slippage, or cracking will not be accepted. Such areas will be removed and replaced at no additional cost to the State.

Bituminous mixture placed prior to correction for deficiencies in V_{be} and total voids @ N_{Design} , gradation, or asphalt content, as required in Subsection 907-411.02.3.8 and determined by the Engineer satisfactory to remain in place will be paid for in accordance with the following pay factors times the contract unit price per ton.

Item	Produced in Warning Bands	Produced Outside JMF Limits (Allowed to Remain in Place)
Gradation	0.90	0.75
Asphalt Content	0.85	0.75
Total Voids @ N _{Design}	0.70	0.50
V _{be} @ N _{Design}	0.90	0.75

Pay Factor for Mixture Quality *

* The minimum single payment will apply.

<u>907-411.02.4.4--Acceptance Procedure for Density</u>. The density requirement for UTAP shall be roll to refusal. Refusal is defined as the number of roller passes to maximize the in-place unit weight of the mixture. On the first day of production and every three production days thereafter, a 500-foot test strip shall be evaluated to determine the required number of roller passes. Three random sites within the test strip shall be selected and monitored with the nuclear density gauge to determine refusal.

<u>907-411.02.4.5--Acceptance Procedure for Pavement Smoothness.</u> Prior to placement of UTAP, the Contractor shall determine the existing surface Mean Roughness Index at no additional cost to the State. The finished UTAP lift shall have a mean roughness index no greater than that of the existing surface.

<u>907-411.02.5--High Speed Inertial Profiling System.</u> The high speed inertial profiling system shall meet the applicable requirements of Subsection 907-401.02.6.9.

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<u>907-411.02.6--Surface Correction</u>. In the event surface correction is needed it shall be accomplished by removal and replacement in accordance with Subsection 403.03.4. All such corrections shall be at no additional cost to the State.

The finished pavement surface will be measured for riding quality.

<u>907-411.02.7--Nuclear Gauges</u>. Nuclear gauges shall meet the requirements of Subsection 401.02.7.

<u>907-411.03--Construction Requirements.</u> Mississippi DOT has adopted the "Hot-Mix Asphalt Paving Handbook" as the guideline for acceptable UTAP construction practices.

<u>907-411.03.1--Weather Limitations.</u> The mixture shall not be placed when weather conditions prevent the proper handling and finishing or the surface on which it is to be placed is wet or frozen. At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed 55°F for UHMA and 40°F for UWMA, regardless of the compacted lift thickness.

When paving operations are discontinued because of rain, the mixture in transit shall be protected until the rain ceases. The surface on which the mixture is to be placed shall be swept to remove as much moisture as possible and the mixture may then be placed subject to removal and replacement at no additional cost to the State if contract requirements are not met.

907-411.03.2--Tack Coat. Tack coat shall meet the requirements of Subsection 401.03.1.2.

<u>907-411.03.3--Bituminous Mixing Plants.</u> Bituminous mixing plants shall meet the applicable requirements of Subsection 410.03.2.

<u>907-411.03.4--Hauling Equipment.</u> Hauling equipment shall meet the requirements of Subsection 401.03.3.

<u>907-411.03.5--Bituminous Pavers.</u> Bituminous pavers shall meet the requirements of Subsection 401.03.4.

907-411.03.6--Rollers. All rollers shall meet the requirements of Subsection 401.03.5.

<u>907-411.03.7--Preparation of Grade</u>. The foundation upon which UTAP pavement is to be placed shall be prepared in accordance with Subsection 401.03.6.

<u>907-411.03.8--Preparation of Mixture.</u> The temperature of the mixture, when discharged from the mixer, shall not exceed 340°F for UHMA and 280°F for UWMA.

<u>907-411.03.10--Joints</u>. Joints shall be constructed in accordance with Subsection 401.03.12.

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<u>907-411.04--Method of Measurement.</u> Ultra-thin asphalt pavement will be measured by the ton.

Bituminous Tack Coat for the ultra-thin asphalt pavement shall be measured by the gallon as in accordance with the provisions of Subsections 109.01 and 410.04.

<u>907-411-05--Basis of Payment.</u> Ultra-thin asphalt pavement, measured as prescribed above, will be paid for at the contract unit price per ton, which price shall be full compensation for completing the work.

Bituminous Tack Coat, measured as prescribed above, will be paid for at the contract unit price per gallon, which price shall be full compensation for completing the work.

Payment will be made under the following items:

907-411-A: Ultra-Thin Asphalt Pavement

907-411-B: Bituminous Tack Coat

97

- per gallon

-per ton

SPECIAL PROVISION NO. 907-618-9

CODE: (IS)

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.</u>

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

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

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.

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

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

907-618.03--Construction Requirements.

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

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

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

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

907-618-A: Maintenance of Traffic

- lump sum

907-618-B: Additional Construction Signs

- per square foot

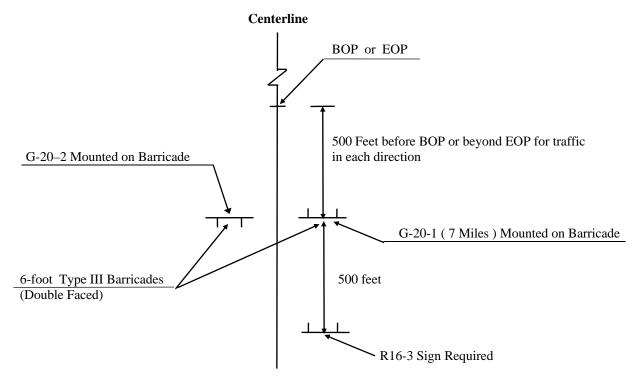
SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-14

DATE: 04/21/2016

PROJECT: MP-6589-37(008) / 305798301 - Lamar County

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

Additional signs will be required as follows.



ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

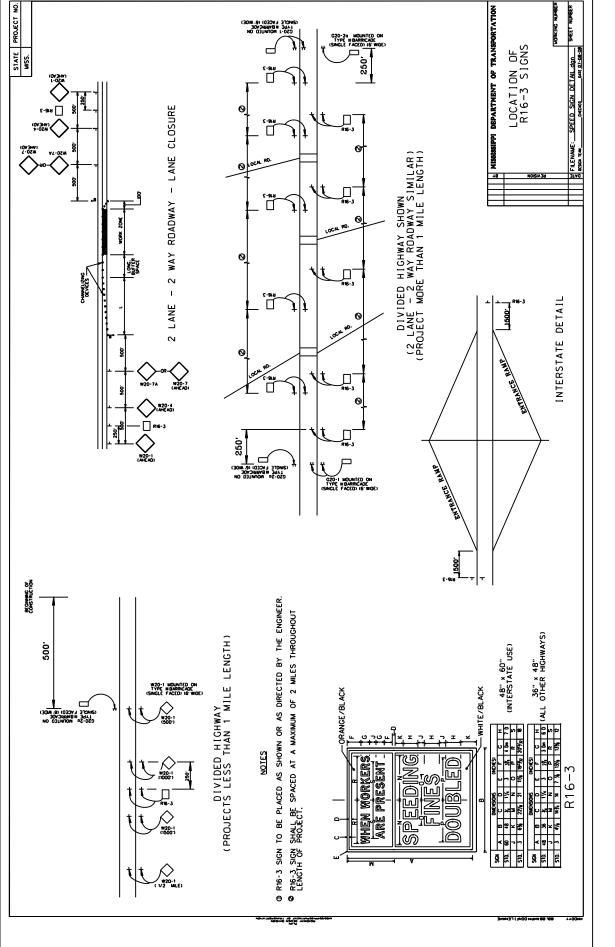
- 5 W20-1 "AHEAD" signs required. One (1) W20-1 "AHEAD" sign is required at each local road or street entering the project.
- 25 R4-1 "DO NOT PASS" signs required.
- 6 R4-2 "PASS WITH CARE" signs required.
- 8 W14-3 "NO PASSING ZONE" signs required.
- 4 R16-3 "SPEEDING FINES DOUBLED" signs required.

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

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

All Construction signing is included in the bid for Pay Item 907-618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R16-3, R4-1 and R4-2 signs which shall be black legend and border on white background.

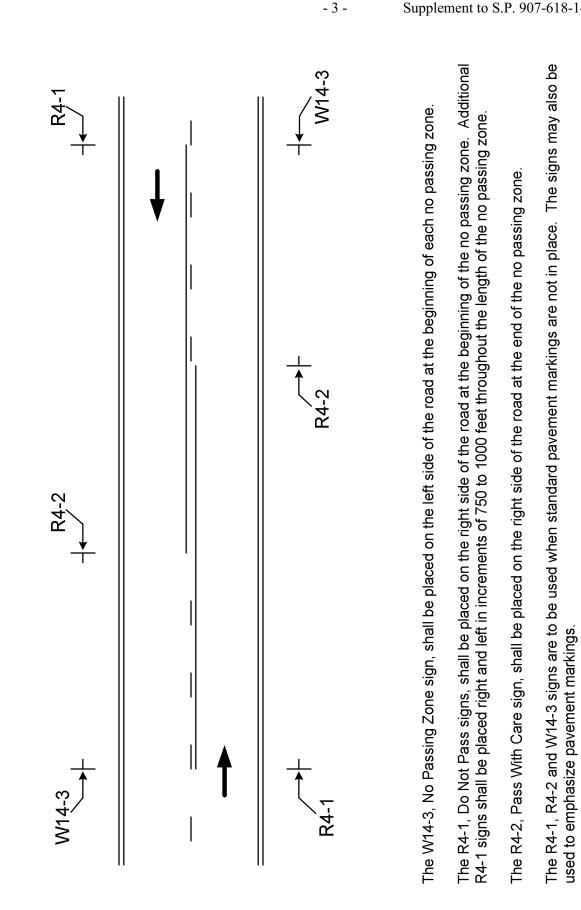
Two portable R16-3 signs are required per work zone or lane closure in addition to the signs required by MUTCD.



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Supplement to S.P. 907-618-14 -- Cont'd.

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Supplement to S.P. 907-618-14 -- Cont'd.

SPECIAL PROVISION NO. 907-618-14

CODE: (SP)

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.

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-626.01--Description</u>. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

<u>907-626.03.1.1--Equipment.</u> After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

<u>907-626.03.1.2--Construction Details.</u> Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the dropon method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe. Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

<u>**907-626.05--Basis of Payment.</u>** Delete the pay items listed on page 446 and substitute the following.</u>

907-626-A:	6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B:	6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C:	6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D:	6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E:	6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F:	6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G:	Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H:	Thermoplastic* Legend, White	- per linear foot or square foot

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* Indicate Double Drop if applicable

1

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-12

DATE: 01/29/2015

SUBJECT: Aggregates

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

SPECIAL PROVISION NO. 907-703-12

CODE: (IS)

DATE: 10/28/2014

SUBJECT: Aggregates

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

<u>907-703.03.2.4--Gradation</u>. Delete the table in Subsection 703.03.2.4 on page 611 and substitute the following.

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

Table of Sizes and Gradation of Coarse Aggregatefor Portland Cement Concrete

Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

907-703.04--Aggregate for Crushed Stone Courses.

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

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

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

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

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Delete the third paragraph of Subsection 703.04.2 on page 612.

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

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

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

907-703.06--Aggregates for Hot Mix Asphalt.

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

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

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

907-703.14--Aggregates for Bituminous Surface Treatments.

907-703.14.2--Detail Requirements.

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

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

907-703.19--Lightweight Aggregate for Concrete.

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

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

907-703.20--Aggregate for Stabilizer.

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

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

PERCENT PASSING BY WEIGHT

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

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

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

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Pavement Marking Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-720.01--Glass Beads</u>. After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

<u>907-720.02--Thermoplastic Pavement Markings</u>. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following.

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following.

In addition, the certification for the thermoplastic material shall state that the material is lead free.

SECTION 905 - PROPOSAL

	Date	
Mississippi Transportation Commission		
Jackson, Mississippi		
Sirs: The following proposal is made on behalf of		
of		
for constructing the following designated project(s) within the time(s) h	nereinafter 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.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashiet's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

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

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

I (We) hereby certify by digital signature and electronic submission via Bid Express 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
	6
	Contractor BY
	Signature
	TITLE
	ADDRESS
	CITY, STATE, ZIP
	PHONE
	FAX
	E-MAIL
(To be filled in if a corporation)	
Our corporation is chartered under the Laws of the names, titles and business addresses of the executives are as	State of and the follows:
President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

Overlay approximately 3 miles of SR 589 from I-59 to US 11, known as State Project No. MP-6589-37(008) / 305798301 in Lamar County.

007-406-A001 007-411-A003	(GT) (BA1)	9 7 3 428 1 91 5	Mile Mile Linear Feet Lump Sum Each Each	Removal of Traffic Stripe Temporary Traffic Stripe, Continuous White Temporary Traffic Stripe, Continuous Yellow Temporary Traffic Stripe, Skip Yellow Temporary Traffic Stripe, Legend Mobilization Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
519-A2002 519-A4006 519-A6001 520-A001 527-J001 527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	7 3 428 1 91 5 313	Mile Mile Linear Feet Lump Sum Each Each	Temporary Traffic Stripe, Continuous Yellow Temporary Traffic Stripe, Skip Yellow Temporary Traffic Stripe, Legend Mobilization Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
519-A4006 519-A6001 520-A001 527-J001 527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	3 428 1 91 5 313	Mile Linear Feet Lump Sum Each Each	Temporary Traffic Stripe, Skip Yellow Temporary Traffic Stripe, Legend Mobilization Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
519-A6001 520-A001 527-J001 527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	428 1 91 5 313	Linear Feet Lump Sum Each Each	Temporary Traffic Stripe, Legend Mobilization Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
520-A001 527-J001 527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	1 91 5 313	Lump Sum Each Each	Mobilization Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
527-J001 527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	91 5 313	Each Each	Two-Way Clear Reflective High Performance Raised Markers Red-Clear Reflective High Performance Raised Markers
527-K001 527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	5 313	Each	Red-Clear Reflective High Performance Raised Markers
527-L001 907-304-F004 907-406-A001 907-411-A003 907-411-B001	. ,	313		-
007-304-F004 007-406-A001 007-411-A003 007-411-B001	. ,		Each	
007-406-A001 007-411-A003 007-411-B001	. ,	1,000		Two-Way Yellow Reflective High Performance Raised Markers
007-411-A003 007-411-B001	(BA1)		Ton	Size 825B Crushed Stone Base
007-411-B001	(BA1)	3,200	Square Yard	Cold Milling of Bituminous Pavement, All Depths
		2,950	Ton	Ultra Thin Asphalt Pavement
007-618-A001	(A2)	5,000	Gallon	Bituminous Tack Coat
		1	Lump Sum	Maintenance of Traffic
007-618-B001		10	Square Feet	Additional Construction Signs (\$10.00)
007-626-C003		5	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
007-626-D003		1	Mile	6" Thermoplastic Traffic Stripe, Skip Yellow
007-626-E004		4	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow
007-626-G004		777	Linear Feet	Thermoplastic Detail Stripe, White
007-626-G005		690	Linear Feet	Thermoplastic Detail Stripe, Yellow
007-626-H004		580	Linear Feet	Thermoplastic Legend, White
007-626-H005		37	Square Feet	Thermoplastic Legend, White

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.
It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.
It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.
I (We) agree to complete each contract on or before its specified completion date.

COMBINATION BID PROPOSAL
This proposal is tendered as one part of a Combination Bid Proposal utilizing option* of Subsection 102.11 on the following contracts:
* Option to be shown as either (a), (b), or (c).
Project No. County County County
16
27.
3.
49
5
(a) If Combination A has been selected, your Combination Bid is complete.(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

T	I otal Contract Reduction								0	
T 1 T4	I otal Item Reduction									
U 7: - 11	Unit Price Reduction									
T T14	Unit									
U	Pay Item Number		6							
	Project Number	1.	5	3.	4.	5.	6.	7.	8.	

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

10. 10. 10. 10. 10. 10. 10. 10. 11. 10.			9.	Project NumberPay ItemUnit PriceTotal ItemTotal ContractNumberNumberReductionReductionReduction	BID PROPOSAL (Continued)
		 (c) If Combination C has been selected, then initial and complete ONE of the following. I (We) desire to be awarded work not to exceed a total monetary value of \$	10.	9. 10. 10. 10. 10. 10. 10. 10. 11. 10. 11	al Item Iuction
		(c) If Combination C has been selected, then initial and complete ONE of the following.I (We) desire to be awarded work not to exceed a total monetary value of \$	10. 10. (c) If Combination C has been selected, then initial and complete ONE of the following. 1 (We) desire to be awarded work not to exceed a total monetary value of \$	9. 10.	al Item luction
I (We) desire to be awarded work not to exceed a total monetary value of $\$$	I (We) desire to be awarded work not to exceednumber of contracts.	(c) If Combination C has been selected, then initial and complete ONE of the following.	10.	9. 10. 10. 10. 10. 11	al Item luction
(c) If Combination C has been selected, then initial and complete ONE of the following.	I (We) desire to be awarded work not to exceed a total monetary value of \$		10.	9. 10. 110.	Project Number Pay Item Unit Unit Price Total Item Number Number Neduction Reduction Reduction
it Unit Price Total Item Reduction Reduction	It Unit Price Total Item Image: Seduction Reduction Reduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction	it Unit Price Total Item Reduction Reduction	it Unit Price Total Item Reduction	JN 905 - COMBINATION BID PROPOSAL (Continued)	

Ś TION BID PROPOSAL SECTION 905 - COMBINA

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 September 8, 2011.

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

(Individual or Firm)	(Address)
(Individual or Firm)	(Address)
(Individual or Firm)	(Address)
(Individual or Firm)	(Address)

NOTE: Failure to complete the above <u>DOES</u> <u>NOT</u> preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION CERTIFICATION

I, ,
(Name of person signing bid)
individually, and in my capacity as
(Title of person signing bid)
(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. MP-6589-37(008)/305798301
in Lamar 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. Do exceptions exist and are made a part thereof? Yes / No
Do exceptions exist and are made a part mereor?
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 is true and correct.

(1/2016 S)

CONTRACT FOR MP-6589-37(008)/305798301

LOCATED IN THE COUNTY(IES) OF Lamar

STATE OF MISSISSIPPI, COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures	is the day of	,
Contractor(s)		
By	MISSISSIPF	PI TRANSPORTATION COMMISSION
Title	By	
Signed and sealed in the presence of: (names and addresses of witnesses)		Executive Director
	Sec	retary to the Commission
Award authorized by the Mississippi Trans , Minute Book No.		
Revised 8/06/2003	,	

SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: MP-6589-37(008)/305798301

LOCATED IN THE COUNTY(IES) OF: Lamar

STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these pr	esents: that we, (Contractor)
	(Contractor)
	Principal, a
residing at	in the State of
and	(Surety)
	(Surety)
residing at	in the State of,
	in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date d firmly bound unto the State of Mississippi in the sum of
) Dollars, lawful money of the United States of America, to be paid to it for which
payment well and truly to	be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and
severally by these present	S.
The conditions of this bor	nd are such, that whereas the said
principal, has (have) enter	red 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	s mentioned 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 bounden

in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

Revised 09/02/2014

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

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

Revised 9/02/2014



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we				
			ntractor	
			Address	
		City	, State ZIP	
As principal, hereinafter called the Principal, and		S	Surety	
a corporation duly organized under the laws of the sta	ite of			
as Surety, hereinafter called the Surety, are held and f	irmly bound unto _	State of N	lississippi, Jacks	on, Mississippi
As Obligee, hereinafter called Obligee, in the sum of	Five Per Cent (59	%) of Amo	ınt Bid	
		Dollars(\$)	
for the payment of which sum will and truly to be r executors, administrators, successors and assigns, joir				ourselves, our heirs,
known as State Project No. MP-6589-37(008) / 305 NOW THEREFORE, the condition of this obligation is said Principal will, within the time required, enter into performance of the terms and conditions of the contra will pay unto the Obligee the difference in money bet which the Obligee legally contracts with another party but in no event shall liability hereunder exceed the pen	s such that if the after o a formal contract ct, then this obligate tween the amount of y to perform the wo	oresaid Princ and give a g ion to be vo of the bid of	good and sufficientid; otherwise the the said Principal	nt bond to secure the Principal and Surety and the amount for
Signed and sealed thisday of		, 20	_	
	-		(Principal)	(Seal)
(Witness)	I	By:	(Name)	(Title)
(withess)			(Ivallie)	(The)
			(Surety)	(Seal)
	I	By:	(Attorney-in-Fa	
(Witness)	:t)			
			(MS Agent)	
		Mi	ssissippi Insuranc	e ID Number

	NOV DEC												172 NOV her 172	UV PER WORKING
VEAR_2016 PROGRESS SCHEDULE VEAR	OCTOBER												SEPTEMBER OCTOBER	
	T SEPTEMBER													
	AUGUST												ALICIET	
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PROJEC	APRIL													_
YEAR	JAN FEB MAR													
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PROGRESS SCHEDULE	SEPTEMBER OCTOBER	<u>8</u>	5 13	13_18									SEDTEMBER OCTOBER	
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	JULY												>	JULI
	JUNE												LIN I	
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YEAF	JAN FEB													JUNIA LEF
	LINE NUMBERS	10-60, 140, & 150	100-130	70-90, & 160-220					May 24, 2016	June 14, 2016	September 8, 2016 (Flexible)	18	MONTH	
FORM CSD-612 Rev. 1 / 2015	WORK PHASE DESCRIPTION	Miscellaneous	Granular Mat'l Pavement	Permanent Stripe					LET:	NOA:	NTP/BCT:	W.D.:		

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.