SPECIAL NOTICE TO CONTRACTORS

You will not be required to purchase a bid proposal in order to bid this emergency project. However, before you can submit your bid via Bid Express, you will need to notify Contract Administration so your company can be added to the Eligible Bidder's List.

Please e-mail Billy Owen or Neal Dougherty to request your company be added to the Eligible Bidder's List.

Billy Owen, P.E.
MDOT Contract Administration Engineer
601-359-7730
bowen@mdot.ms.gov

Neal Dougherty
601-359-7740
ndougherty@mdot.ms.gov

MDOT Use Only
Checked _____
Loaded _____
Keyed _____

02 -

SM No. CER0167000251

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

02
Storm Damage Repairs, SR 569 1 mile North of Louisiana and head North approximately .9 miles,SR 568 2.2 miles east of Louisiana SL, SR 48 4.4 miles east of junction with SR 24/33, known as Federal Aid Project Nos. ER-0167-00 (025) / 107418301, ER-0167-00(026) / 107426301, ER-0166-00(009) / 107417301, & ER-0014-01(065) / 107419301 in Amite County.

Project Completion: 12/02/2016

(STATE DELEGATED)

NOTICE

THE BIDDER'S COMPLETE PROPOSAL WILL BE SUBMITTED TO MDOT ELECTRONICALLY VIA THE BID EXPRESS SERVICE

SECTION 900

OF THE CURRENT
2004 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
TABLE OF CONTENTS

PROJECT: ER-0014-01(065)/107419301 - Amite
ER-0166-00(009)/107417301 - Amite
ER-0167-00(025) / 107418301 - Amite
ER-0167-00(026)/107426301 - Amite

Section 901 - Advertisement

Section 904 - Notice to Bidders

#1	Governing Specifications
#3	Final Cleanup
#1405	Errata & Modifications to 2004 Standard Specifications
#1928	Federal Bridge Formula
#2382	Status of ROW, w/ Attachments
#3893	Petroleum Products Base Price
#4214	Safety Apparel
#4473	Alternate Crushed Stone Base Bid Items
#4526	Electronic Addendum Process
#4565	Manual on Uniform Traffic Control Devices (MUTCD)
#5053	Contractor Correspondence
#5405	Traffic Control Devices
#5412	Weight Limits
#5556	DUNS Requirement for Federal Funded Projects
#5824	Adjustments for Bituminous Materials
#5866	Payroll Requirements
#5896	DBE Forms, Participation and Payment
#6411	Disadvantaged Business Enterprise, w/ Supplement
#6680	Contract Time
#6681	Specialty Items
#6682	Liquidated Damages
#6683	Pay Item Correction

906 Required Federal Contract Provisions -- FHWA 1273, w/Supplements

Section 907 - Special Provisions

907-101-4	Definitions
907-102-12	Bidding Requirements and Conditions
907-103-11	Award and Execution
907-104-5	Scope of Work
907-104-6	Partnering Process
907-105-9	Control of Work, w/ Supplement
907-107-13	Legal Relations and Responsibility to Public, w/ Supplement
907-108-38	Prosecution and Progress
907-109-8	Measurement and Payment
907-110-2	Wage Rates
907-203-5	Site Grading
907-216-1	Solid Sodding

PROJECT: ER-0014-01(065)/107419301 - Amite
ER-0166-00(009)/107417301 - Amite
ER-0167-00(025) / 107418301 - Amite
ER-0167-00(026)/107426301 - Amite

907-226-3	Temporary Grassing
907-227-10	Hydroseeding
907-237-4	Wattles
907-304-13	Granular Courses
907-401-7	Asphalt Pavements, w/ Supplement
907-403-14	Asphalt Pavements
907-407-2	Tack Coat
907-618-13	Temporary Construction Signs
907-702-5	Specifications for Bituminous Materials
907-703-12	Aggregates, w/ Supplement
907-715-4	Roadside Development Materials

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal
Certification of Performance - Prior Federal-Aid Contracts
Certification Regarding Non-Collusion, Debarment and Suspension
SAM.GOV Registration and DUNS Number
Section 902 - Contract Form
Section 903 - Contract Bond Forms
Form -- OCR-485

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

09/09/2016 10:14 AM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Friday, September 16, 2016, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Storm Damage Repairs, SR 569 1 mile North of Louisiana and head North approximately .9 miles,SR 568 2.2 miles east of Louisiana SL, SR 48 4.4 miles east of junction with SR 24/33, known as Federal Aid Project Nos. ER-0167-00(025) / 107418301, ER-0167-00(026) / 107426301, ER-0166-00(009) / 107417301, & ER-0014-01(065) / 107419301 in Amite County.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

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 award of this contract will be contingent upon the Contractor satisfying the DBE requirements.

~~Bid proposals must be purchased online at <https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at <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.~~

~~Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at plans@mdot.state.ms.us. Plans will be shipped upon receipt of payment. 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405 **CODE: (IS)**

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	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".

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2382 **CODE: (IS)**

DATE: **02/12/2009**

SUBJECT: **Status of Right-of-Way**

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containation are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

STATUS OF RIGHT-OF-WAY
ER-0167-00(025), ER-0167-00(026), ER-0166-00(009), & ER-0014-01(065)
107418-301000, 107426-301000, 107417-301000 & 107419-301000
Amite County

All rights of way and legal rights of entry have been acquired **except:**

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
ER-0167-00(025), ER-0167-00(026), ER-0166-00(009), ER-0014-01(065)
107418-301000, 107426-301000, 107417-301000, 107419-301000
Amite County
September 8, 2016

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

There is no Right of Way required for this project. There are no buildings to be removed by the contractor.

STATUS OF POTENTIALLY CONTAMINATED SITES
ER-0167-00(025), ER-0167-00(026), ER-0166-00(009), ER-0014-01(065)
107418-301000, 107426-301000, 107417-301000, 107419-301000
Amite County
September 8, 2016

THERE IS NO RIGHT OF WAY REQUIRED FOR THIS PROJECT. NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. IF CONTAMINATION ON EXISTING RIGHT OF WAY IS DISCOVERED, IT WILL BE HANDLED BY THE DEPARTMENT.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor
FMS Construction Project No: 107418-301000, 107426-301000, 107417-301000, 107419-301000
External ROW No: ER-0167-00(025), ER-0167-00(026), ER-0166-00(009), ER-0014-01(065)

Parcel No:
Station No:
Property Owner:
Description/Pictures:

NA

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Ms. Trudi Loflin
Right-of-Way Division (84-01)

DATE: 9/8/2016

FROM: Gregory L. Wilkinson GLW
District Seven Preconstruction (17-01)

SUBJECT OR PROJECT NO: ER-0167-00(025)/107418301000
ER-0167-00(026)/107426301000
ER-0166-00(009)/107417301000
ER-0014-01(065)/107419301000

INFORMATION COPY TO:
Preconstruction File
Central File
District Seven (Mr. White & Mr. Morris)
District Seven (Ms. Brock)
Construction Division (Mr. Martin)

COUNTY: Amite

This letter is to certify that all of the work will be performed within the existing right-of-way and there are no known utility conflicts on the above referenced project.

If any other information is required, please advise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Ms. Trudi Loflin
Right-of-Way Division (84-01)

DATE: 9/8/2016

FROM: Gregory L. Wilkinson GLW
District Seven Preconstruction (17-01)

SUBJECT OR PROJECT NO: ER-0167-00(025)/107418301000
ER-0167-00(026)/107426301000
ER-0166-00(009)/107417301000
ER-0014-01(065)/107419301000

COUNTY: Amite

INFORMATION COPY TO:
Preconstruction File
Central File
District Seven (Mr. White & Mr. Morris)
District Seven (Ms. Brock)
Construction Division (Mr. Martin)

I have inspected the above referenced project and find no noticeable encroachments.

If any other information is required, please advise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Ms. Trudi Loflin
Right-of-Way Division (84-01)

DATE: 9/8/2016

FROM: Gregory L. Wilkinson GLW
District Seven Preconstruction (17-01)

SUBJECT OR PROJECT NO: ER-0167-00(025)/107418301000
ER-0167-00(026)/107426301000
ER-0166-00(009)/107417301000
ER-0014-01(065)/107419301000

COUNTY: Amite

INFORMATION COPY TO:
Preconstruction File
Central File
District Seven (Mr. White & Mr. Morris)
District Seven (Ms. Brock)
Construction Division (Mr. Martin)

This letter is to certify that there are no railroad facilities affected by the above referecend project.

If any other information is required, please advise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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 of a Federal-Aid Highway".

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4473 **CODE: (SP)**

DATE: **04/08/2013**

SUBJECT: **Alternate Crushed Stone Base Bid Items**

Bidders are advised that the Crushed Stone Base used on this project will be bid as an alternate pay item: ¾-inch and Down Crushed Stone Base, Size 825B Crushed Stone Base, or Size 610 Crushed Stone Base. Bidders must select one of the alternates at the time of bid. **The Contractor must use the selected crushed stone base throughout the entire project.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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 mdot.ms.gov 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".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5405 **CODE: (SP)**

DATE: 02/11/2015

SUBJECT: Traffic Control Devices

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

Flashing Arrow Panels

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

Type III Barricade Rails

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

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.

- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5556 **CODE: (SP)**

DATE: 05/27/2015

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the System for Award Management.

Bidders are also advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5896 **CODE: (SP)**

DATE: **12/01/2015**

SUBJECT: **DBE Forms, Participation and Payment**

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that OCR-485 information will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal**. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 6411

DATE: 06/06/2016

The goal is _0_ percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

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

Bid tabulations are usually posted by 3:00 pm on Letting Day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6411 **CODE: (SP)**

DATE: **06/06/2016**

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

"The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

If the percentage of the contract that is proposed for DBEs is 1% or greater, it shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, to MDOT Contract Administration Division prior to bid opening, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted to MDOT Contract Administration Division prior to bid opening, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be re-advertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

(1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;

(2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

(3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;

(4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;

(5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;

(6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

(7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

(8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

(9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.

(10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

> The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

(1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.

(3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

(4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.

(5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

(7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.

(8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

(1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.

(2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

(3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.

(4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

(6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.

(7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

(1) Concurrence from Federal Highway Administration, when applicable.

(2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.

(3) Bidder must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

If the contract goal established by MDOT in this proposal is 1% or greater, it must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

(1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.

(2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.

(3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take

corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

(4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors. This OCR-484 will be attached to the monthly estimate for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed and paid.

(5) OCR-485: Bidder must submit **signed form with bid proposal** of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

(6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

(1) Disallow credit towards the DBE goal

(2) Withhold progress estimate payments

(3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1st Offense	10% of unmet portion of goal	or	$5,000 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	$10,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	$20,000 lump sum payment	or	$20,000 lump sum payment and debarment

(4) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6680 **CODE: (SP)**

DATE: **9/8/2016**

SUBJECT: **Contract Time**

PROJECT: **ER-0167-00(025) / 107418301 – Amite County**
ER-0167-00(026) / 107426301 – Amite County
ER-0166-00(009) / 107417301 – Amite County
ER-0014-01(065) / 107419301 – Amite County

The calendar date for completion of work to be performed by the Contractor for this project shall be **December 2, 2016** which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. The Notice of Award will not take place until the Bidder submits all DBE Forms showing proof of compliance with the DBE requirements. The effective date of the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

Contract time has been established assuming multiple crews working simultaneously for the duration of the project. The Contractor will be allowed to work 7 days a week on the project.

No work will be allowed on Thanksgiving Day. In the event that work on the project extends beyond the completion date, no work will be allowed on Christmas Eve or Christmas Day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6681

DATE: 09/08/2016

SUBJECT: Specialty Items

PROJECT: ER-0166-00(009)/107417301 & ER-0167-00(025) / 107418301 & ER-0014-01(065)/107419301 & ER-0167-00(026)/107426301 - AMITE

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

CATEGORY: EARTHWORK, CLEARING & GRUBBING

Line No	Pay Item	Description
0120	907-203-I001	Site Grading

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0060	219-A001	Watering
0070	234-A001	Temporary Silt Fence
0130	907-216-A001	Solid Sodding
0140	907-226-A001	Temporary Grassing
0150	907-237-A003	Wattles, 20"

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0090	625-C001	Traffic Stripe, Continuous White

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6682 **CODE: (SP)**

DATE: **9/8/2016**

SUBJECT: **Liquidated Damages**

PROJECT: **ER-0167-00(025) / 107418301 – Amite County**
ER-0167-00(026) / 107426301 – Amite County
ER-0166-00(009) / 107417301 – Amite County
ER-0014-01(065) / 107419301 – Amite County

Liquidated damages, as referenced in Subsection 907-108.07 will be **$2,500.00** per calendar day for this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6683 **CODE: (SP)**

DATE: **9/8/2016**

SUBJECT: **Pay Item Correction**

PROJECT: **ER-0167-00(025) / 107418301 – Amite County**
ER-0167-00(026) / 107426301 – Amite County
ER-0166-00(009) / 107417301 – Amite County
ER-0014-01(065) / 107419301 – Amite County

The Bidder's attention is called to the Summary of Quantities in the Contract Plans. The quantity shown (4,485 LF) for pay item 234-A001, Temporary Silt Fence, is incorrect. The correct quantity is 4,685 LF. The Bid Sheets are correct.

General Decision Number: MS160184 01/08/2016 MS184

Superseded General Decision Number: MS20150184

State: Mississippi

Construction Type: Highway

County: Amite County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUMS2010-003 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 12.27	0.00
CARPENTER, Excludes Form Work....	$ 14.21	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 12.44	0.00
ELECTRICIAN.....	$ 22.64	7.73
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	$ 12.63	0.00
INSTALLER - GUARDRAIL.....	$ 11.42	0.00
INSTALLER - SIGN.....	$ 12.04	0.00
IRONWORKER, REINFORCING.....	$ 16.43	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	$ 10.20	0.00
LABORER: Common or General.....	$ 9.92	0.00
LABORER: Concrete Worker.....	$ 10.18	0.00

LABORER: Flagger.....$ 9.63 0.00

LABORER: Grade Checker.....$ 10.67 0.00

LABORER: Landscape.....$ 9.82 0.00

LABORER: Mason Tender -
Cement/Concrete.....$ 11.69 0.00

LABORER: Pipelayer.....$ 13.13 0.00

LABORER: Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 10.53 0.00

OPERATOR: Asphalt Spreader.....$ 16.13 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 12.84 0.00

OPERATOR: Broom/Sweeper.....$ 10.17 0.00

OPERATOR: Bulldozer.....$ 14.04 0.00

OPERATOR: Concrete Saw.....$ 13.60 0.00

OPERATOR: Crane.....$ 16.00 0.00

OPERATOR: Distributor.....$ 11.70 0.00

OPERATOR: Drill.....$ 19.22 0.00

OPERATOR: Grader/Blade.....$ 13.94 0.00

OPERATOR: Loader.....$ 10.15 0.00

OPERATOR: Mechanic.....$ 16.28 0.00

OPERATOR: Milling Machine.....$ 15.38 0.00

OPERATOR: Mixer.....$ 14.85 0.00

OPERATOR: Oiler.....$ 13.08 0.48

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 11.67 0.00

OPERATOR: Piledriver.....$ 15.13 0.00

OPERATOR: Roller (All Types)....$ 10.31 0.00

OPERATOR: Scraper.....$ 12.63 0.00

OPERATOR: Tractor.....$ 11.07 0.00

OPERATOR: Trencher.....$ 15.00 0.00

TRUCK DRIVER: Flatbed Truck.....$ 13.29 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.26 0.00

TRUCK DRIVER: Mechanic.....$ 12.35 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.31 0.00

TRUCK DRIVER: Water Truck.....$ 13.15 0.00

TRUCK DRIVER: Dump Truck (All
Types).....$ 11.25 0.00

TRUCK DRIVER: Semi/Trailer
Truck.....$ 17.34 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273

DATE: **01/06/2016**

SUBJECT: **Final Certificate and Contract Provisions for Subcontracts**

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract upon request for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8
Date: 2014-10-01
Original Date: 2014-10-01
Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.-FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant. Guaranty[1] Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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:

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

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

907-102.06--Preparation of Proposal. 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 http://www.bidx.com. 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.

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.

907-102.08--Proposal Guaranty. 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.

907-102.10--Withdrawal or Revision of Proposals. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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:

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

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

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

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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:

907-104.05--Removal and Disposal of All Materials From the Project. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-6 **CODE: (SP)**

DATE: **11/20/2014**

SUBJECT: **Partnering Process**

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

A. Each will function within the laws and statutes applicable to their duties and responsibilities.

B. Each will assist in the other's performance.

C. Each will avoid hindering the other's performance.

D. Each will proceed to fulfill its obligations diligently.

E. Each will cooperate in the common endeavor of the contract.

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

FORMAL PARTNERING:

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

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

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

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

INFORMAL PARTNERING:

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-9

DATE: 07/12/2016

SUBJECT: Control of Work

907-105.05.2--Certified Erosion Control Person (CECP). Delete the first sentence of Subsection 907-105.05.2 on page 1, and substitute the following.

On projects that require an erosion control plan, the Contractor shall also designate a responsible person who shall monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-9 **CODE: (SP)**

DATE: **06/21/2016**

SUBJECT: **Control of Work**

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

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

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

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

907-105.05--Cooperation by Contractor. 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.

907-105.05.2--Certified Erosion Control Person (CECP). 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 CECP 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) CECP for both projects. The Contractor may request in writing that the Engineer authorize a substitute CECP to act in the absence of the CECP. The substitute CECP must also be certified by an organization approved by the Department. A copy of the CECP'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.

907-105.05.2.1--Responsibilities and Duties of the Certified Erosion Control Person. The CECP shall be responsible for the following:

1. Attending pre-construction conferences and each Erosion Control Inspection conducted by the Department.
2. In accordance with the requirements of Subsection 907-107.22.1, ensuring all required documentation, such as, but not limited to, the SWPPP, ECP are:
    - on the project site at all times,
    - updated on a daily basis, and
    - contain all revisions, additions, and modifications.
3. In accordance with Subsection 907-107.22.1, ensuring the "19-acre" rule is being adhered to, if applicable.
4. Ensuring the project has a rain gauge and maintain records of rainfall events on the Contractor's Erosion Control Inspection reports.
5. Ensuring the buffer zones around all stream-banks and wetland areas in which no construction activities are to take place are marked/flagged/roped off prior to any land disturbing activity.
6. Ensuring perimeter erosion/sedimentation control devices (BMPs) are in place prior to any land disturbing activity.
7. Reviewing and verifying the proper installation, maintenance, and effectiveness of the BMPs.
8. Notifying the Project Engineer within 24 hours of learning that sediment has been deposited off Department ROW or into a wetland or waters of the U.S.
9. Notifying the MDEQ within 24 hours of learning that sediment has been deposited into a wetland or waters of the U.S., copying the Project Engineer on the correspondence.
10. Performing the Contractor's Erosion Control Inspections of the project on the form provided for the purpose ensuring compliance with MDEQ's Storm Water Construction General Permit. Contractor Inspections shall be performed:
    - at least weekly, and
    - within 24 hours or on the business day prior to any forecasted rain event of 60% or greater, and
    - within 24 hours or on the next business day after a rainfall event of 0.5" or greater.

    The Contractor's Erosion Control Inspections shall commence with the installation of the perimeter BMPs and continue until a Partial Maintenance Release has been issued. Within 24 hours of completing each Contractor Erosion Control Inspection, the CECP shall

provide the Project Engineer with a copy of the report documenting the findings of each Contractor Erosion Control Inspection. The CECP will discuss the findings with the Contractor's Superintendent, if the CECP and the superintendent aren't the same person, and the Project Engineer or his representative. Failure to submit the completed and signed inspection forms may result in the withholding of the monthly estimate.

907-105.05.2.2--Deficient Performance of the Certified Erosion Control Person. In the event that the Contractor's CECP is not meeting the requirements set forth above, the Project Engineer will notify the Contractor in writing, describing the CECP's deficient performance. If the deficient performance should continue, the Department may take any or all actions listed below:

1. stop all non-erosion control work,
2. require the Contractor to designate a new CECP with the responsibilities and authority listed in Subsection 907-105.05.2.1,
3. revise the SWPPP and ECP with the newly designated CECP's certification information, and

In the event that a CECP is removed from serving as a CECP on a project, this person shall not be accepted as a Contractor's CECP on MDOT projects for at least one year from the time of removal.

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

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

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

907-105.16--Acceptance.

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

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed

necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

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

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

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

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

907-105.16.2--Partial Maintenance Release of a Project. 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.

907-105.16.3--Final Maintenance Release of a Project. 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.

907-105.16.4.--Final Acceptance of a Project. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

EROSION AND SEDIMENT CONTROL FIELD INSPECTION REPORT

A.

PROJECT #: _____ INSPECTION DATE: _____

COUNTY: _____ DATE OF LAST PRECIPITATION: _____

CONTRACTOR: _____ AMOUNT OF PRECIPITATION SINCE LAST INSPECTION: _____

CECP'S NAME: _____ EROSION CONTROL SUB: _____

ACCOMPANIED BY MDOT STAFF? ☐ YES ☐ NO IF YES, NAME(S): _____

INSPECTION TYPE: ☐ WEEKLY ☐ PRE-RAIN EVENT ☐ POST-RAIN EVENT (required after ½" or more of rain)

B.

	Yes	No	NA
HAVE ALL CORRECTIVE ACTIONS NECESSARY FROM PREVIOUS INSPECTION BEEN SATISFACTORILY TAKEN CARE OF?			
IS THE ECP ON-SITE?			
DOES THE ECP ACCURATELY REFLECT ALL THE CURRENT BMP'S?			
ARE ALL THE INSPECTIONS REPORTS COMPLETE AND ON-SITE?			
ARE THE CONTRACTOR'S OPERATIONS IN SEQUENCE WITH THE APPROVED ECP?			
ARE STOCKPILES PROPERLY MANAGED?			
ARE ROADWAYS CLEAR OF SEDIMENT?			
ARE STABILIZED CONSTRUCTION ENTRANCES IN PLACE PER THE ECP?			
HAVE MDEQ AND THE PE BEEN GIVEN PROPER NOTIFICATION OF ANY "UPSET" CONDITIONS SINCE THE PREVIOUS INSPECTION?			
HAS SEDIMENT BEEN DEPOSITED OUTSIDE THE ROW? IF YES, GIVE DETAILS IN THE COMMENTS SECTION ASSOCIATED WITH THE BMP WHICH FAILED.			
HAS SEDIMENT BEEN DEPOSITED INTO "WATERS OF THE US"? IF YES, GIVE DETAILS IN THE COMMENTS SECTION ASSOCIATED WITH THE BMP WHICH FAILED.			

COMMENTS
_____

C. EROSION AND SEDIMENT CONTROL BMP's INSPECTED

EXCEPT FOR THE INSTANCES LISTED BELOW, ALL EROSION AND SEDIMENT CONTROL BMP's HAVE BEEN INSPECTED AND FOUND TO BE IN WORKING ORDER AND DO NOT REQUIRE MAINTENANCE OR CORRECTIVE ACTIONS.

BMP TYPE (see table)	APPROX STATION		L or R of CENTER-LINE	CONDITION*	SEDIMENT DEPOSITED**	COMMENTS OF CORRECTIVE ACTION
	FROM	TO				

* **A** = ADDITIONAL BMP NEEDED, **I** = INCORRECT INSTALLATION OF EXISTING BMP, **M** = BMP MAINTENANCE NEEDED, **F** = BMP FAILURE

** **ROW** = OFF RIGHT OF WAY, **WOS** = INTO WATERS OF THE STATE

D. INSPECTION CERTIFICATION

I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE CONDITIONS REFLECTED ON THIS PROJECT AT THE TIME OF THE INSPECTION.

_____ CECP

_____ Date

E. I certify that the findings listed in this report have been discussed with me.

_____ Contractor's Superintendent

_____ Date

BMP TYPE TABLE			
NUMBER	**BMP**	**NUMBER**	**BMP**
1	Above Ground Storage Tank (AST)	27	Sanitary Facilities
2	Brush Barrier	28	Sediment Retention Barrier
3	Chemical Flocculation (PAM)	29	Silt Bags (Dewatering Bags)
4	Chemical Soil Stabilization (Pam or Polyacrylamide)	30	Silt Fence
5	Chemical Storage	31	Slope Erosion (Rill & Gully)
6	Clearwater Diversion Channel	32	Slope Surface Roughening (Slope Tracking)
7	Concrete Washouts	33	Solid Waste (Trash)
8	Construction Debris	34	Spill Detection
9	--	35	Stabilized Construction Entrance/Exit
10	Detention Pond	36	Stockpile Protection
11	Ditch Liner	37	Straw Bale Checks
12	Ditchline Erosion	38	Stream Bank Erosion
13	Dust Control	39	Super Silt Fence
14	Erosion Control Blanket (ECB)	40	Temporary Earthen Berm
15	Filter Stone Rock Check (Filter Stone Check Dam)	41	Temporary Mulch (Straw Mulch, etc.)
16	Illicit Discharge	42	Temporary Sediment Basin (Silt Basin)
17	Inlet Protection	43	Temporary Sediment Trap
18	--	44	Temporary Stream Crossing
19	Outlet Protection (Energy Dissipater)	45	Temporary Stream Diversion Channel (Box Culverts)
20	Paved Ditching	46	Temporary Vegetation
21	Permanent Sediment Basin	47	Topsoiling
22	Permanent Vegetation	48	Triangular Silt Dike
23	Retention Pond	49	Turbidity Barrier
24	Rip-Rap Armoring	50	Turf Reinforcement Mat (TRM)
25	Rock Bags (Sand Bags)	51	Vegatative Buffer Zone
26	Rock Check (Check Dam)	52	Vegetated Filter Strip (Sod)
		53	Wattles

Instructions:

1. Fill out the form
2. Use the numbers in the BMP TYPE table to identify the applicable BMP in each row of the Table in C.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-107.02--Permits, Licenses and Taxes. 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.

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

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

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

(2) personal property owned by or in the care, custody or control of the railroads,

(3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and

(4) negligence of only the following classes of railroad employees:

(i) any supervisory employee of the railroad at the job site

(ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or

(iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

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

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

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

907-107.17--Contractor's Responsibility for Work. 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.

907-107.18--Contractor's Responsibility for Utility Property and Services. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

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

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

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

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

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

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

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

907-108.03.1--Progress Schedule. 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.

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.

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

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

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

907-108.06.1--Based on Working Day Completion.

907-108.06.1.1--General. 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".

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

TABLE OF ANTICIPATED WORKING DAYS

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

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

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.

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.

907-108.06.1.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

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

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

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

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

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

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

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

907-108.06.2--Based on Specified Completion Date.

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

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

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

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

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

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

The percentage of money earned will be determined by comparing the total money earned 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.

907-108.06.2.2--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

On all completion date contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named

tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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

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

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

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

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

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

Schedule of Deductions for Each Day of Overrun in Contract Time

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-109.01--Measurement of Quantities. 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.

907-109.04--Extra and Force Account Work. 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.

907-109.06.1--General. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

907-109.07--Changes in Material Costs. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-110-2 **CODE: (SP)**

DATE: **04/02/2010**

SUBJECT: **Wage Rates**

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-203-5 **CODE: (SP)**

DATE: 06/01/2015

SUBJECT: Site Grading

Section 907-203, Excavation and Embankment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-203. 03--Construction Requirements.

907-203.03.9--Site Grading. Delete in toto Subsection 203.03.9 on pages 118 & 119 and substitute the following:

907-203.03.9--Site Grading. This work shall consist of grading, shaping, excavating, filling, and dressing on existing slopes, ditches and other areas within the site as specified or as deemed necessary by the Engineer.

907-203.03.9.l--Blank.

907-203.03.9.2--Construction Methods. At the earliest practical time, as determined by the Engineer, this work shall proceed, provided favorable soil moisture conditions exist for construction.

On areas specified or determined by the Engineer to receive topsoil, appropriate adjustment shall be made during the grading and dressing operation such that the finished section after placing the topsoil will conform to typical section shown on the plans or established by the Engineer. Immediately following the grading and dressing of the areas to receive topsoil, the Contractor shall spread the topsoil on all such areas as directed by the Engineer.

The planting of the vegetation as required and in accordance with the contract shall follow immediately on the topsoil, if specified, and site graded areas.

907-203.05--Basis of Payment. After the first paragraph of Subsection 203.05 on page 120, add the following:

Site grading, measured as provided in Subsection 203.04, will be paid for at the contract unit price bid per square yard or acre, which price shall be full compensation for the necessary grading, shaping, excavating, filling, and dressing all materials within the limits of the work necessary for properly grading the site, and for completing all incidentals thereto, and for all equipment, tools labor, supplies, and incidentals necessary to complete the work.

Delete the last pay item listed on page 120 and add the following:

907-203-I: Site Grading - per square yard or acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-216-1 **CODE: (IS)**

DATE: **05/22/2013**

SUBJECT: **Solid Sodding**

Section 216, Solid Sodding, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-216.04--Method of Measurement. Delete the third and fourth paragraphs of Subsection 216.04 on page 144.

907-216.05--Basis of Payment. Delete the first paragraph of Subsection 216.05 on pages 144 and 145, and substitute the following.

Solid sodding will be paid for at the contract unit price per square yard, which price shall be full compensation for all labor, equipment, materials, tools, ground preparation, fertilization, and all incidentals necessary to complete the work.

Add the "907" prefix to the pay items listed on page 145.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-3 **CODE: (IS)**

DATE: 10/28/2014

SUBJECT: Temporary Grassing

Section 907-226, Temporary Grassing, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-226 -- TEMPORARY GRASSING

907-226.0l--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass. The Contractor may elect to place temporary grassing using the hydroseeding method as set out in Special Provision No. 907-227, as modified by this special provision.

The Engineer or the plans will designate areas to be temporarily grassed. Any other areas the Contractor desires to grass will be measured for payment only if agreed upon by the Engineer.

907-226.02--Materials.

907-226.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of a combination of ingredients.

All fertilizer shall comply with the State fertilizer laws and Subsection 715.02.

Agricultural limestone will not be requirement for temporary grassing.

907-226.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

Except for the germination requirements, bags of seeds properly labeled or tagged according to law and indicating characteristics meeting or exceeding the requirements of Subsection 715.03 will be acceptable for planting.

The Contractor should provide adequate dry storage facilities for seeds, and shall furnish access to the storage for sampling stored seed.

907-226.02.3--Mulching. The vegetative materials for mulch shall meet the requirements of Subsection 715.05.

When used, bituminous material for mulch shall be Emulsified Asphalt, Grade SS-1, meeting the requirement of Subsection 702.07.

907-226.03--Construction Requirements. The rates of application shall not exceed the rates shown on the temporary vegetation schedule, unless otherwise approved by the Engineer. Any unauthorized overage due to increased application rates will not be measured for payment.

907-226.03.1--Ground Preparation. Any equipment used for ground preparation shall be approved units suitable to perform the work and subject to the requirements of Subsection 108.05.

Light ground preparation should be used on areas where seeding is required.

Light ground preparation consists of scratching the surface with a close-tooth harrow, disk-harrow, or similar equipment. The depth of scratching should be at least three-quarters inch but not deep enough to damage existing grasses of the type being planted.

Aerating, moistening, or otherwise bringing the soil to a suitable condition for ground preparation shall be considered as incidental to the work and will not be measured for separate payment.

907-226.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate 13-13-13 commercial fertilizer at the rate shown in the vegetation schedule in the plans. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Fertilization shall be applied uniformly on the areas to be seeded and uniformly incorporated into the soil.

Fertilizer should be applied on individual areas of not more than three acres.

All fertilizer should be incorporated within 24 hours following spreading.

907-226.03.3--Seeding.

907-226.03.3.1--General. Prior to planting the seeds, ground preparation and fertilizing should have been satisfactorily performed.

The required type of seeds, recommended rates of application and recommended planting dates of seeds are shown in the vegetation schedule in the plans.

It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required.

Legume seeds should be treated in accordance with Subsection 715.03.4 immediately before sowing. Seeds should be uniformly sown over the entire area with mechanical seeders. Seeds of

different sizes may necessitate separate sowing. When legume seeds become dry, they should be reinoculated.

Seeding should not be done during windy weather or when the ground is frozen, extremely wet, or in an untillable condition.

All seeds should be covered lightly with soil by raking, rolling, or other approved methods, and the area compacted with a cultipacker.

907-226.03.3.2--Plant Establishment. Plant establishment shall consist of preserving, protecting, watering, reseeding, and other work necessary to keep the seeded areas in satisfactory condition.

Areas requiring reseeding should be prepared and seeded and all other work performed as if the reseeding was the initial seeding. The types and application rates of fertilizer will be at the discretion of the Contractor. No additional measurement and payment will be made for re-seeding when payment was made for the initial seeding.

907-226.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

Growth and coverage on seeded areas will be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified, exclusive of that from seeds not expected to have germinated and shows growth at that time, has reached a point of maturity where stems or runners overlap adjacent similar growth in each direction over the entire area.

907-226.03.4--Mulching.

907-226.03.4.1--Equipment. Mulching equipment should be capable of maintaining a constant air stream which will blow or eject controlled quantities of mulch in a uniform pattern. If asphalt is used, a jet or spray nozzle for applying uniform, controlled amounts of asphalt to the vegetative material as it is ejected should be located at or near the discharge spout.

Mulch stabilizers should consist of dull blades or disks without camber and approximately 20 inches in diameter. The disks should be notched, should be spaced at approximately 8-inch intervals, and should be equipped with scrapers. The stabilizer should weigh approximately 1000 to 1200 pounds, should have a working width of no more than eight feet, and should be equipped with a ballast compartment, so that weight can be increased.

907-226.03.4.2--Placement of Vegetative Mulch. If required, mulching should be placed uniformly on designated areas within 24 hours following seeding unless weather conditions are such that mulching cannot be performed. Placement should begin on the windward side of areas and from tops of slopes. In its final position, the mulch should be loose enough to allow air to circulate but compact enough to partially shade the ground and reduce erosion.

The baled material should be loosened and broken thoroughly before it is fed into the machine to avoid placement of unbroken clumps.

907-226.03.4.3--Rates of Application and Anchoring Mulch. The recommended rate of application of vegetative mulch shall be as shown in the vegetation schedule in the plans. The mulch should be anchored by either the use of a mulch stabilizer or by tacking with bituminous material. If a mulch stabilizer is used, the mulch should be punched into the soil for a minimum depth of one inch. If bituminous material is used, the rate of application should be 150 gallons per acre.

Where steep slopes or other conditions are such that anchoring cannot be performed satisfactory with a mulch stabilizer, the Contractor may elect to use bituminous material applied at the time or immediately following the mulch placement.

When mulch stabilizers are used, anchoring the mulch should be performed along the contour of the ground surface.

907-226.03.4.4--Protection and Maintenance. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

907-226.03.5--Vegetation Schedule. When a temporary vegetation schedule is not shown in the plans or when the contract does not have an official set of plans, the following application rates shall be used, unless otherwise noted or approved by the Engineer.

Spring & Summer
Browntop Millet ---------- 20 pounds per acre------- April 1 to August 31

Fall & Winter
Rye Grass ---------- 25 pounds per acre------- September 1 to March 31
Oats ---------- 90 pounds per acre------- September 1 to December 15

13-13-13 Commercial Fertilizer ----- 250 pounds per acre
Vegetative Mulch ---------- 2 tons per acre

907-226.04--Method of Measurement. Temporary grassing will be measured by the acre. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

907-226.05--Basis of Payment. Temporary grassing, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-226-A: Temporary Grassing - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-10 **CODE: (IS)**

DATE: **01/25/2012**

SUBJECT: **Hydroseeding**

Section 907-227, Hydroseeding, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-227--HYDROSEEDING

907-227.0l--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed.

907-227.02--Materials. The Contractor shall, prior to application, furnish the Engineer with invoices of all materials used in the grassing operation.

907-227.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients.

All fertilizers shall comply with the State fertilizer laws and Subsection 715.02.

907-227.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

Except for the germination requirements, bags of seeds properly labeled or tagged according to law and indicating characteristics meeting or exceeding the requirements of Subsection 715.03 will be acceptable for planting.

The Contractor should provide adequate dry storage facilities for seeds, and shall furnish access to the storage for sampling stored seed.

907-227.02.3--Mulching. The rate of application of fiber mulch shall be as recommended by the manufacture of the fibers mulch.

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to

contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled paper stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil, and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-227.02.3.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-227.02.3.5--Tacifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture.

The tackifier shall be of the organic or synthetic variety.

907-227.03--Construction Requirements.

907-227.03.1--Ground Preparation. Light ground preparation consists of plowing, loosening, and pulverizing the soil to form suitable beds for seeding items in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earth balls, boulders, stumps, roots and other objectionable matter. The Engineer may eliminate or alter the requirements for ground preparation due to site conditions.

907-227.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Any changes in the type or rate of application of the fertilizers shall be approved by the Engineer prior to being incorporated.

Agricultural limestone will be incorporated into the area and paid for in accordance with Section 213 of the Standard Specifications.

907-227.03.3--Seeding.

907-227.03.3.1--General. The Contractor shall use the vegetation schedule in the plan for the correct types of seed and application rates, unless otherwise noted or approved by the Engineer.

When a vegetation schedule for permanent grass is not shown in the plans, the following types of seed and application rates shall be used, unless otherwise approved by the Engineer.

Bermudagrass ----------	20 pounds per acre
Bahiagrass ----------	25 pounds per acre
Tall Fescue ----------	15 pounds per acre
Crimson Clover ----------	20 pounds per acre

At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. The Contractor should reference Section 210 of the Standard Specifications for more information.

907-227.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

Growth and coverage on seeded areas will be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified, exclusive of that from seeds not expected to have germinated and shows growth at that time, has reached a point of maturity where stems or runners overlap adjacent similar growth in each direction over the entire area.

Final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

907-227.03.4--Mulching. At the Contractor's option, mulch may be wood fiber, cellulose fiber, a mixture of wood and cellulose fibers, or straw fiber. The mulch shall be applied at the rate recommended by the manufacturer in a mixture of water, seed and fertilizer. Any changes in the rate of application of the mulch shall be approved by the Engineer prior to its use.

907-227.03.5--Equipment. Hydraulic equipment shall be used for the application of fertilizers, seeds and slurry of the prepared mulch. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-227.03.6--Protection and Maintenance. The Contractor should maintain and protect seeded areas until release of maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow or otherwise remove or destroy any undesirable growth on all areas mulched to prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-227.04--Method of Measurement. Hydroseeding, complete and accepted, will be measured by the acre. No separate payment will be made for ground preparation, seeds, fertilizers, or mulch. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

Agricultural limestone shall be measured and paid for under Section 213 of the Standard Specifications.

907-227.05--Basis of Payment. Hydroseeding, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-227-A: Hydroseeding - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-237-4 **CODE: (SP)**

DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

907-237.02--Materials. Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-304.02--Materials. 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.

907-304.03.5--Shaping, Compacting and Finishing. 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 Class	Lot Average	Individual 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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-7

DATE: 03/22/2016

SUBJECT: Asphalt Pavements

Delete subparagraph 4 of Subsection 907-401.02.6.4.1 on page 16, and substitute the following.

4. For all pavements on new construction except shoulders that are untreated, the required lot density for all lifts shall be 93.0 percent of maximum density. For all pavements on shoulders that are untreated, the required lot density for all lifts shall be 92.0 percent of maximum density.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-401-7 **CODE: (SP)**

DATE: **12/02/2014**

SUBJECT: **Asphalt Pavements**

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

SECTION 907-401 - ASPHALT PAVEMENT -- GENERAL

907-401.01--Description. These specifications include general requirements that are applicable to all types of asphalt whether producing Hot Mix Asphalt (HMA) mixtures or Warm Mix Asphalt (WMA) mixtures. These specifications also include the specific requirements for each particular mixture when deviations from the general requirements are necessary.

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

907-401.01.1--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.

907-401.02--Materials.

907-401.02.1--Component Materials.

907-401.02.1.1--General. Component materials will be conditionally accepted at the plant subject to later rejection if incorporated in a mixture or in work which fails to meet contract requirements.

907-401.02.1.2--Aggregates. The source of aggregates shall meet the applicable requirements of Section 703.

907-401.02.1.2.1--Coarse Aggregate Blend. Mechanically fractured faces by weight of the combined mineral aggregate coarser than the No. 4 sieve:

Mixture	Percent Fractured Faces, minimum
25-mm	70, one-face
19-mm *	80, one-face
12.5-mm	90, two-face
9.5-mm	90, two-face
4.75-mm	90, two-face

* When used on routes requiring polymer modified asphalt, the top intermediate lift (19-mm mixture), including travel lane and adjacent lane, shall have at least 90 percent two fractured faces minimum. When placed on an existing Portland Cement Concrete surface, all intermediate lifts (19-mm mixture) shall have at least 90 percent fractured two faces minimum.

The maximum percentage by weight of flat and elongated particles, for all mixes other than 4.75-mm, maximum to minimum dimension greater than 5, shall not exceed 10% for all mixtures. This shall be determined in accordance with ASTM Designation: D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

907-401.02.1.2.2--Fine Aggregate Blend. Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.

Uncrushed natural sand shall pass the 3/8" sieve and may be used, excluding the content in RAP, in the percentages of the total mineral aggregate by weight set out in the following table:

Mixture	Maximum Percentage of Natural Sand by Total Weight of Mineral Aggregate		
	HT	MT	ST
25-mm	10	10	20
19-mm	10	10	20
12.5-mm	10	10	20
9.5-mm	10	10	10
4.75-mm	25	30	35

907-401.02.1.2.3--Combined Aggregate Blend.

Design Master Range

Mixture:	25-mm	19-mm	12.5-mm	9.5-mm	4.75-mm
Nominal Maximum Sieve Size:	1 inch	3/4 inch	1/2 inch	3/8 inch	1/4 inch
Sieve Size	Percent Passing				
1½ inch	100				
1 inch	90-100	100			
¾ inch	89 max.	90-100	100		
½ inch	-	89 max.	90-100	100	100
3/8 inch	-	-	89 max.	90-100	95-100
No. 4	-	-	-	89 max.	90-100
No. 8	16-50	18-55	20-60	22-70	-
No. 16	-	-	-	-	30-60
No. 200	4.0-9.0	4.0-9.0	4.0-9.0	4.0-9.0	6.0-12.0

For MT and HT mixtures, the combined aggregate gradation of the job mix formula, when plotted on FHWA 0.45 power chart paper, shall fall entirely below the Maximum Density Line on all sieve sizes smaller than the No. 4 sieve. However, MT and HT mixtures having a minimum fine aggregate angularity index of 44.0, per ASTM Designation: C1252, Method A, may be designed above the maximum density line.

The 9.5-mm mixtures shall have a minimum fine aggregate angularity of 44.0 for HT and MT mixtures and 40.0 for ST mixtures when tested on combined aggregate in accordance with ASTM Designation: C1252 Method A. The 4.75-mm mixtures shall have a minimum fine aggregate angularity of 45.0 for all design levels when tested on combined aggregate in accordance with ASTM Designation: C 1252, Method A.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO Designation: T 90. The clay content for the combined aggregate for underlying layers shall not exceed 1.0 percent, and for the top layer shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

907-401.02.1.3--Bituminous Materials. Bituminous materials shall meet the applicable requirements of Section 702 for the grade specified.

Tack coat shall be the same neat grade asphalt cement used in the mixture being placed or those materials specified for tack coat in Table 410-A on the last page of Section 410. Emulsified asphalt shall not be diluted without approval of the Engineer.

907-401.02.1.4--Blank.

907-401.02.1.5--Hydrated Lime. Hydrated lime shall meet the requirements of Subsection

714.03.2 for lime used in soil stabilization.

907-401.02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of Subsection 702.08.

907-401.02.1.7--Polymers. Polymers for use in polymer modified asphalt pavements shall meet the requirements of Subsection 702.08.3.

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

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

907-401.02.3--Composition of Mixtures.

907-401.02.3.1--General. Unless otherwise specified or permitted, the asphalt shall consist of a uniform mixture of asphalt, aggregate, hydrated lime and, when required or necessary to obtain desired properties, antistripping agent and/or other materials.

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

Hydrated lime shall be used in all asphalt at the rate of one percent (1%) by weight of the total dry aggregate including aggregate in RAP, if used. The aggregate, prior to the addition of the hydrated lime, shall contain sufficient surface moisture. If necessary, the Contractor shall add moisture to the aggregate according to the procedures set out in Subsection 907-401.03.2.1.2.

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 and used in hot mix asphalt production. An amount equal to twenty-five percent (25%) of the total value of asphalt items performed during the initial estimate period in which the Contractor fails to submit the hydrated lime shipping tickets to the District Materials Engineer will be withheld from the Contractor's earned work. Non-conformance with this specification for successive estimate period(s) will result in the total value (100%) of asphalt items performed during this period(s) being withheld from the Contractor's earned work. Monies withheld for this non-conformance will be released for payment on the next monthly estimate following the date the submittal of hydrated lime shipping tickets to the District Materials Engineer is brought back into compliance with this specification.

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

Reclaimed asphalt pavement (RAP) materials may be used in the production of asphalt in the percentages of the total mix by weight set out in the following table:

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

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

During asphalt production, the RAP shall pass through a maximum 2-inch square sieve located in the asphalt plant after the RAP cold feed bin and prior to the RAP weighing system.

Crushed reclaimed concrete pavement may be used as an aggregate component of all asphalt pavements. When crushed reclaimed concrete pavement is used as an aggregate component, controls shall be implemented to prevent segregation. Crushed reclaimed concrete pavement aggregate shall be separated into coarse and fine aggregate stockpiles using the 3/8-inch or 1/2-inch sieve as a break-point unless otherwise approved by the Engineer in writing.

907-401.02.3.1.1--Mixture Properties.

ALL MIXTURES	Percent of Maximum Specific Gravity (Gmm)
N_{Design}	96.0
$N_{Initial}$	Less than 90.0
$N_{Maximum}$	Less than 98.0

VMA CRITERIA	Minimum percent
25-mm mixture	12.0
19-mm mixture	13.0
12.5-mm mixture	14.0
9.5-mm mixture	15.0
4.75-mm mixture	16.0

Mixtures with VMA more than two percent higher than the minimum may be susceptible to

flushing and rutting; therefore, unless satisfactory experience with high VMA mixtures is available, mixtures with VMA greater than two percent above the minimum should be avoided.

The specified VFA range for 4.75-mm nominal maximum size mixtures for design traffic levels >3 million ESAL's (HT Mixtures) shall be 75 to 78 percent, for design traffic levels of 1.0 to 3 million ESAL's (MT mixtures) 65 to 78 percent, and for design traffic levels of <1.0 million ESAL's (ST mixtures) 65 to 78 percent.

DUST/BINDER RATIO for 4.75-mm mixtures
Percent Passing No.200 / Effective Binder Percent ..... 0.9 to 2.0

DUST/BINDER RATIO for 9.5-mm, 12.5-mm, 19-mm & 25-mm mixtures
Percent Passing No.200 / Effective Binder Percent ..... 0.8 to 1.6

907-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method: MT-78, where N represents the number of revolutions of the gyratory compactor.

Compaction Requirements:	$N_{Initial}$	N_{Design}	$N_{Maximum}$
High Type (HT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	85	130
Medium Type (MT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	65	100
All Standard Type (ST) Mixtures;			
25-mm HT & MT Mixtures	6	50	75

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 and SOP TMD-11-78-00-000. The proposed job-mix formula shall indicate whether the mixture will be produced as HMA or WMA. The process or product used to produce WMA should also be noted on the proposed documentation for the job-mix formula. 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.

Review of the proposed job-mix formula will be based on percent maximum specific gravity at $N_{Initial}$, N_{Design}, and $N_{Maximum}$, VMA @ N_{Design}, resistance to stripping, and other criteria specified for the mixture.

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 asphalt 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 ⅛", 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.

In the event the Contractor wishes to change from an approved HMA job-mix formula to WMA or an approved WMA job-mix formula to HMA, the Contractor shall submit the proposed change in writing to the Engineer at least 10 working days prior to the proposed change. If no changes (other than the plant production temperature) are to be made to the job-mix formula, a new MDOT design number will be assigned by the MDOT Central Laboratory.

907-401.02.4--Substitution of Mixture. The substitution of a one (1) size finer mixture for an underlying lift shall require written permission of the State Construction Engineer, except no substitution of a 4.75-mm mixture will be allowed. A 9.5-mm mixture may be substituted for the 12.5-mm mixture designated on the plans as the top lift or pre-leveling. The 19-mm mixture may be substituted for the 25-mm mixture in trench widening work. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the minimum and/or maximum laying thickness for the particular substituted mixture as set out in the following table.

Mixture	Single Lift Laying Thickness Inches	
	Minimum	Maximum
25-mm	3	4
19-mm	2¼	3½
12.5-mm	1½	2½
9.5-mm	1	1½
4.75-mm	½	¾

907-401.02.5--Contractor's Quality Management Program.

907-401.02.5.1--General. 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.

907-401.02.5.2--Personnel Requirements. The Contractor shall provide at least one Certified Asphalt Technician-I (CAT-I) full-time during asphalt 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. Technician certification shall be in accordance with MDOT SOP TMD-22-10-00-000, MDOT HMA Technician Certification Program. 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 asphaltic paving work is in progress.

907-401.02.5.3--Testing Requirements. 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 VMA. Determine total voids and voids in mineral aggregate (VMA), at N_{Design}, from the results of bulk specific gravity tests on laboratory compacted specimens. Sample according to the sampling frequency in paragraph (i) 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). Determine the asphalt content using one of the following procedures.

(1) Nuclear gauge per Mississippi Test Method MT-6.
(2) Incinerator oven per AASHTO Designation: T 308, Method A.

(f) Stripping Tests. Conduct a minimum of one stripping test at the beginning of each job-

mix 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) Density Tests. For 25-mm, 19.5-mm, 12.5-mm & 9.5-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to Mississippi Test Method: MT-16, Method C (nuclear gauge), or AASHTO Designation: T 166. Note - The nuclear gauge may be correlated, at the Contractor's option, with the average of a minimum of five pavement sample densities. For 4.75-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to AASHTO Designation: T 166.

(h) 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-inch, 3/8-inch, No. 8, No. 16, No. 30 and No. 200.
Asphalt Content, Percent
Maximum Specific Gravity, G_{mm}
Total Voids @ N_{Design}, Percent
VMA @ N_{Design}, Percent

NOTE: For 4.75-mm mixtures, Quality Control Charts for mixture gradation are not required on the No. 8 and No. 30 sieves. For 4.75-mm mixtures, as a minimum, Quality Control Charts for mixture gradation shall be kept on the 3/8-inch, No. 16 and No. 200 sieves. For all mixtures other than 4.75-mm, Quality Control Charts for mixture gradation are not required on the No. 16 sieve.

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.

(i) 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
50-800	1
801-1700	2
1701-2700	3
2701+	4

NOTE: Material placed in a storage silo from a previous day's production shall be randomly sampled and tested when removed for placement on the roadway. Such sample(s) shall be independent of the day's production sampling frequency and shall be used in calculating the four (4) sample running average.

(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 907-401.02.5.3 paragraph (i).

In addition to the above program, the following tests 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.

Aggregate Stockpile Gradations per AASHTO Designations: T-11 and T-27.

Reclaimed Asphalt Pavement (RAP) Gradation per Mississippi Test Method MT-31.

Fine Aggregate Angularity for all 4.75-mm and 9.5-mm mixtures and all MT and HT mixtures designed above the maximum density line per ASTM Designation: C 1252, Method A.

Testing of the aggregate and RAP stockpiles during production will be waived provided the Contractor provides the Engineer with gradation test results for the materials in the stockpile determined during the building of the stockpiles. The test results provided shall represent a minimum frequency of one per one thousand tons of material in the stockpile. If the Contractor continues to add materials to the stockpile during asphalt production, the requirements for gradation testing during production are not waived.

907-401.02.5.4--Documentation. 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 907-401.02.5.3(h) shall be included in the running average calculations. If single tests are performed as a check on individual asphalt properties, between regular samples, without performing all tests required in Subsection 907-401.02.5.3(h), 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 asphalt is produced. Fourteen days after the completion of the placement of the asphalt, the Contractor shall provide the Engineer with the original testing records and control charts in a neat and orderly manner.

907-401.02.5.5--Control Limits. 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.

Item	JMF Limits	Warning Limits
Sieve - % Passing		
1/2-inch	± 5.5	± 4.0
3/8-inch	± 5.5	± 4.0
No. 8	± 5.0	± 4.0
No. 16, for 4.75-mm mixtures ONLY	± 4.0	± 3.0
No. 30	± 4.0	± 3.0
No. 200	± 1.5	± 1.0
Asphalt Content, %	-0.3 to +0.5	-0.2 to + 0.4
Total Voids @ N_{Design}, %	± 1.3	± 1.0
VMA @ N_{Design}, %	– 1.5	– 1.0

907-401.02.5.6--Warning Bands. Warning bands are defined as the area between the JMF limits and the warning limits.

907-401.02.5.7--Job Mix Formula Adjustments. 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 design master range for the mixture specified. The JMF asphalt content may only be reduced if the production VMA meets or exceeds the minimum design VMA requirements for the mixture being produced.

907-401.02.5.8--Actions and Adjustments. Based on the process control test results for any property in question, the following actions shall be taken or adjustments made when appropriate:

(a) When the running average trends toward the warning limits, the Contractor shall consider taking corrective action. The corrective action, if any, shall be documented. All tests shall be part of the contract files and shall be included in the running average

calculations.

(b) The Contractor shall notify the Engineer whenever the running average exceeds the warning limits.

(c) If two consecutive running averages exceed the warning limit, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.

(d) If the adjustment made under (c) improves the process such that the running average after four additional tests is within the warning limits, the Contractor may continue production with no reduction in payment.

(e) If the adjustment made under (c) does not improve the process and the running average after four additional tests stays in the warning band, the mixture will be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied starting from the stop point to the point when the running average is back within the warning limits in accordance with Subsection 907-401.02.6.3.

(f) Failure to stop production and make adjustments when required shall subject all mixture produced from the stop point to the point when the running average is back within the warning limits to be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied in accordance with Subsection 907-401.02.6.3.

(g) If the running average exceeds the JMF limits, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.

(h) All materials for which the running average exceeds the JMF limits will be considered unacceptable and shall be removed and replaced by the Contractor at no additional cost to the State. The Engineer will determine the quantity of material to be replaced based on a review of the individual testing data which make up the running average in question and an inspection of the completed pavement. If the Engineer decides to leave the mixture in place because of special circumstances, the quantity of mixture, as defined above, will be paid for in accordance with Subsection 907-401.02.6.3.

(i) Single test results shall be compared to 1.7 times the warning and JMF limits. If the test results verified by QA testing (within allowable differences in Subsection 907-401.02.6.2) exceed these limits, the pay factor provided in Subsection 907-401.02.6.3 will apply for the quantity of material represented by the test(s). Single test limits will be used for the acceptance of projects when insufficient tonnage is produced to require four (4) Contractor's tests.

(j) The above corrective action will also apply for a mixture when the Contractor's testing data has been proven incorrect. The Contractor's data will be considered incorrect when; 1) the Contractor's tests and the Engineer's tests do not agree within the allowable differences given in Subsection 907-401.02.6.2 and the difference can not be resolved, or 2) the Engineer's tests indicates that production is outside the JMF limits and the results have been verified by the Materials Division. The Engineer's data will be used in place of the Contractor's data to determine the appropriate pay factor.

907-401.02.6--Standards of Acceptance.

907-401.02.6.1--General. Acceptance for mixture quality (VMA 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. Pavement densities and smoothness will be accepted by lots as set out in Subsections 907-401.02.6.4 and 907-401.02.6.5.

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

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

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

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

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

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

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

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

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 907-401.02.5.8(j).

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

the Engineer will stop production until corrective action is taken.

907-401.02.6.3--Acceptance Procedure for Mixture Quality. 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 VMA @ 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 non-uniformity or failures, materials or construction related, such as but not limited to segregation, bleeding, shoving, rutting over ⅛", 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 VMA and total voids @ N_{Design}, gradation, or asphalt content, as required in Subsection 907-401.02.5.8 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.

Pay Factor for Mixture Quality *

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
VMA @ N_{Design}	0.90	0.75

* The minimum single payment will apply.

907-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot to lot basis from density tests performed by the Department. For normal production days, divide the production into approximately equal lots as shown in the following table. When cores are being used for the compaction evaluation, randomly obtain one core from each lot. When the nuclear density gauge is being used for compaction evaluation, obtain two random readings from each lot and average the results. See Chapter 7 of the latest edition of MDOT's Field Manual for HMA for more details. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient. The Contractor shall furnish and maintain traffic control for all compaction evaluations, including coring, required in satisfying specified density requirements.

Lot Determination

Daily Production - Tons	Number of Lots
0 - 300	1
301 - 600	2
601 - 1000	3
1001 - 1500	4
1501 - 2100	5
2101 - 2800	6
2801+	7

907-401.02.6.4.1--Roadway Density. The density requirement for each completed lift on a lot to lot basis from density tests performed by the Department shall be as follows:

1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum density.

2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.

3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92.0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.

4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

When it is determined that the density for a lot is below the required density (93.0 percent or 92.0 percent) but not lower than 91.0 or 90.0 percent of maximum density, respectively, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a lot is above 96.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a lot is below 91.0 or 90.0 percent, respectively, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the average daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet the required percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet the

required percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirements.

Each lot of work found not to meet the density requirement of 92.0% or 93% of maximum density, respectively, may remain in place with a reduction in payment as set out in the following tables:

PAYMENT SCHEDULE FOR COMPACTION OF 92.0 PERCENT OF MAXIMUM DENSITY

Pay Factor	Lot Density ** % of Maximum Density
1.00	92.0 and above
0.90	91.0 - 91.9
0.70	90.0 - 90.9

** Any lot or portion thereof with a density of less than 90.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

PAYMENT SCHEDULE FOR COMPACTION OF 93.0 PERCENT OF MAXIMUM DENSITY

Pay Factor	Lot Density *** % of Maximum Density
1.00	93.0 and above
0.90	92.0 - 92.9
0.70	91.0 - 91.9

*** Any lot or portion thereof with a density of less than 91.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.4.2--Trench Widening Density. The density for trench widening on a lot to lot basis shall be determined from density tests performed by the Department using pavement samples (cores).

When it is determined that the density for a trench widening lot is below 89.0 percent but not lower than 88.0 percent of maximum density, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a trench widening lot is above 95.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a trench widening lot is below 88.0 percent, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet 89.0 percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet 89.0 percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirement.

Each lot of trench widening work found not to meet the density requirement of 91.0 percent of maximum density may remain in place with a reduction in payment as set out in the following table:

PAYMENT SCHEDULE FOR COMPACTION
TRENCH WIDENING WORK

Pay Factor	Lot Density *** % of Maximum Density
1.00	89.0 and above
0.50	88.0 - 88.9

*** Any lot or portion thereof with a density of less than 88.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.5--Blank.

907-401.02.6.6--Blank.

907-401.02.6.7--Surface Correction. Corrective work to sections exceeding short continuous interval thresholds reported by ProVal, as described in Subsection 907-403.03.2.1, shall consist of diamond grinding in accordance with these specifications or methods approved by the Engineer. All surface areas corrected by grinding shall be sealed with a sealant approved by the Engineer.

907-401.02.6.7.1--Diamond Grinding. Grinding of asphalt surfaces shall consist of diamond

grinding the existing asphalt pavement surface to remove surface distortions to achieve the specified surface smoothness requirements.

907-401.02.6.7.2--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture pavement surfaces with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least two feet (2') wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at joints, or other locations.

907-401.02.6.7.3--Construction. The construction operation shall be scheduled and proceed in a manner that produces a uniform finish surface. Grinding will be accomplished in a manner to provide positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified in Subsection 907-401.02.6.7.4. It is the intent of this specification that the surface smoothness characteristics be within the limits specified.

The Contractor shall establish positive means for removal of grinding residue. Solid residue shall be removed from pavement surfaces before it is blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities, but may be allowed to flow into adjacent ditches.

907-401.02.6.7.4--Finished Pavement Surface. The grinding process shall produce a pavement surface that is smooth and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall not be more than 1/16 inch higher than the bottoms of the grooves.

The finished pavement surface will be measured for riding quality. The grinding shall produce a riding surface which does not exceed either the specified profile index or the specified bump and dip limit.

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

The smoothness of the surface lift will be determined by using an Inertial Profiling System (IPS) to measure and record roughness data in each designated location. Roughness data for each longitudinal profile will be reported as a Mean Roughness Index (MRI). MRI is calculated by

averaging the International Roughness Index (IRI) values from the two individual wheelpath profiles. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from smoothness testing with an IPS.

The smoothness of the surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the IPS are acceleration and deceleration lanes, tapered sections, transition sections for width, shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a smoothness test. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the super elevation transition of such curves are excluded from smoothness testing. Smoothness testing shall terminate 264 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract. This shall apply to any other exceptions including, but not limited to, railroad crossings and manholes. Segments containing a considerable amount of encroachments such as intersections, manholes, curb and gutter sections, etc. may be excluded at the Project Engineer's discretion.

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

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

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

Continuous sections exceeding the accepted long interval MRI value shall be corrected as specified in Subsection 403.03.4. All such corrections shall be performed at no additional costs to the State. Scheduling and traffic control will be the responsibility of the Contractor with

approval of the Engineer. All tests and corrections shall be in accordance with AASHTO R 54-10, Accepting Pavement Ride Quality When Measured Using Inertial Profiling Systems.

907-401.02.6.9--High Speed Inertial Profiling System.

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

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

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

All profiler runs must be named in the following format for acceptance by the Project Engineer:

- County_Route_Direction_Lane_BeginStation_EndStation

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

907-401.02.7--Nuclear Gauges.

907-401.02.7.1--Nuclear Moisture-Density Gauge. The nuclear gauge unit used to monitor density shall contain a full data processor which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density in pounds per cubic foot. The data processor shall compute and display the percent moisture and percent density based on dry weight.

907-401.02.7.2--Nuclear Asphalt Content Gauge. The Contractor shall furnish and calibrate, unless designated otherwise in the contract, a Troxler Nuclear Asphalt Content Gauge Model 3241 or updated model, or a Campbell Nuclear Asphalt Content Gauge Model AC-2 or an approved equal.

907-401.03--Construction Requirements. Mississippi DOT has adopted the "Hot-Mix Asphalt

Paving Handbook" as the guideline for acceptable asphalt construction practices.

907-401.03.1--Specific Requirements.

907-401.03.1.1--Weather Limitations - General. 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.

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.

907-401.03.1.1.1--Weather Limitations For HMA. At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed that specified in the following table.

TEMPERATURE LIMITATIONS

Compacted Thickness	Temperature
Less than 1½ inches	55°F
1½ inches to 2 inches	50°F
2¼ inches to 3 inches	45°F
Greater than 3 inches	40°F

907-401.03.1.1.2--Weather Limitations For WMA. The air and pavement temperature at the time of placement shall equal or exceed 40ºF, regardless of compacted lift thickness.

907-401.03.1.2--Tack Coat. Tack coat shall be applied to previously placed asphalt and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

907-401.03.1.3--Blank.

907-401.03.1.4--Density. The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day's production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum

density. If a job-mix formula adjustment is made during the day which affects the maximum specific gravity, calculate a new average maximum density for the lot(s) placed after the change.

Pavement core samples obtained for determining density which has a thickness less than two times the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.

Preleveling, wedging (less than fifty percent of width greater than minimum lift thickness), ramp pads, irregular shoulder areas, median crossovers, turnouts, and other areas where an established rolling pattern cannot be obtained shall be compacted to refusal densification.

907-401.03.2--Bituminous Mixing Plants.

907-401.03.2.1--Plant Requirements.

907-401.03.2.1.1--Cold Aggregate Storage. The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can readily be calibrated. The system shall provide a means for easy sampling of the hydrated lime additive and verifying the quantity of lime dispensed. The feeder system shall require a totalizer.

The hydrated lime additive equipment shall be interlocked and synchronized with the cold feed controls to operate concurrently with the cold feed operation which will automatically adjust the hydrated lime feed to variations in the cold aggregate feed. A positive signal system shall be installed which will automatically shut the plant down when malfunctions cause an improper supply of hydrated lime or water.

The plant shall not operate unless the entire hydrated lime system is functioning properly.

907-401.03.2.1.2--Cold Aggregate Feed. The hydrated lime shall be dispensed dry or as a slurry directly onto the composite aggregate between the cold feed and the dryer. The slurry shall consist of 1 part hydrated lime to 3 parts water.

When hydrated lime is introduced dry, a spray bar or other approved system capable of spraying all aggregate with water shall be installed in order to maintain all aggregate at the moisture condition set out in Subsection 907-401.02.3.1 prior to addition of the hydrated lime. An alternate system for spraying the coarse aggregate stockpiles may be allowed when approved by the Engineer. The approved equipment and methods shall consistently maintain the aggregate in a uniform, surface wet condition. The moisture content of the aggregate-hydrated lime mixture, following spraying and mixing, shall be introduced into the automatic moisture controls of the plant.

The aggregate-hydrated lime mixture shall be uniformly blended by some mechanical means such as a motorized "on the belt" mixer or pug mill located between the cold feed and the dryer. Other mixing devices may be used subject to approval by the Engineer.

A maximum of forty five (45) percent of the total aggregate blend may be fed through any single

cold feed bin. If the JMF calls for more than forty five (45) percent of a specific aggregate, that aggregate must be fed through two (2) or more separate cold feed bins.

907-401.03.2.1.3--Dryer. The efficiency of drying aggregates shall be such that the moisture content of the top asphalt mixture shall not exceed 0.50 percent by weight of the total mixture, and the moisture content of all the underlying mixtures shall not exceed 0.75 percent by weight of the total mixture being produced.

907-401.03.2.1.4--Blank.

907-401.03.2.1.5--Control of Bituminous Material and Antistripping Agent. Specified bituminous materials from different manufacturers or from different refineries of a single manufacturer shall not be mixed in the plant's asphalt cement supply system storage tank and used in the work without prior written approval of the Engineer. Approval is contingent upon the Engineer's receipt of three copies of the manufacturer's certified test report(s) from the Contractor showing that the bituminous material blend conforms to the specifications.

A satisfactory method of weighing or metering shall be provided to ensure the specified quantity of bituminous material. Provisions shall be provided for checking the quantity or rate of flow. Weighing or metering devices shall be accurate within plus or minus one-half percent.

The antistripping agent shall be injected into the bituminous material immediately prior to the mixing operation with an approved in-line injector system capable of being calibrated so as to ensure the prescribed dosage.

An in-line spigot for sampling of asphalt shall be located between the asphalt storage tank and the antistripping agent in-line injector.

907-401.03.2.1.6--Thermometric Equipment. An armored thermometer of adequate range and calibrated in 5°F increments shall be fixed at a suitable location in the bituminous line near the charging valve of the mixer unit.

The plant shall be equipped with an approved dial-scale, mercury-actuated thermometer, pyrometer or other approved thermometric instrument placed at the discharge chute of the dryer to measure the temperature of the material.

When the temperature control is unsatisfactory, the Engineer may require an approved temperature-recording apparatus for better regulation of the temperature.

907-401.03.2.1.7--Screens. A scalping screen shall be used.

907-401.03.2.1.8--Dust Collector. The plant shall be equipped with a dust collector constructed to waste or return collected material. When collected material is returned, it shall be returned through a controlling device which will provide a uniform flow of material into the aggregate mixture.

907-401.03.2.1.9--Safety Requirements. A platform or other suitable device shall be provided so the Engineer will have access to the truck bodies for sampling and mixture temperature data.

907-401.03.2.1.10--Blank.

907-401.03.2.1.11--Truck Scales. The specifications, tolerances and regulations for commercial weighing and measuring devices as recommended by the National Bureau of Standards [National Institute of Standards and Technology (NIST) Handbook 44] shall govern truck scales used in the State of Mississippi, except weighing devices with a capacity of ten thousand (10,000) pounds or more used to weigh road construction materials (i.e. sand, gravel, asphalt, fill dirt, topsoil and concrete) shall have a tolerance of one-half of one percent (1/2 of 1%) in lieu of the requirements of Handbook 44 and shall be regulated by the Mississippi Department of Transportation.

Scales shall be checked and certified by a scale company certified in heavy truck weights by the Mississippi Department of Agriculture and Commerce. In the case of scales used for measurement of materials on Department of Transportation projects, certification shall be performed in the presence of an authorized representative of the Department or a copy of the certification may be furnished for scales that have been checked and certified within the last six months for use on other Department of Transportation projects and are still in the position where previously tested. Scales that have not been checked and certified under NIST Handbook 44 guidelines, except for the herein modified tolerances allowed, shall be so checked and certified prior to use for measurement of materials on Department of Transportation projects. Tests shall be continued on six month intervals with the test conducted in the presence of an authorized representative of the Department.

Truck scales shall be accurate to one-half of one percent of the applied load, shall be sensitive to 20 pounds, and shall have a graduation of not more than 20 pounds.

The Contractor may use an electronic weighing system approved by the Engineer in lieu of truck scales. The system shall be equipped with an automatic print out system which will print a ticket for each load with the following information:

> MDOT, Contractor's name, project number, county, ticket number, load number, pay item number, item description of the material delivered, date, time of day, haul vehicle number, gross weight, tare weight, net weight and total daily net weight.

When approved by the Engineer and materials are measured directly from a storage bin equipped with load cells, exceptions may be made to the gross and tare weight requirements.

The ticket shall also have a place for recording the temperature of asphalt mixtures, if applicable, and the signatures of MDOT's plant and roadway inspectors. The load numbers for each project shall begin with load number one (1) for the first load of the day and shall be numbered consecutively without a break until the last load of the day. The Contractor shall provide MDOT with an original and one copy of each ticket. When the ticket information provided by the Contractor proves to be unsatisfactory, MDOT will use imprinter(s) and imprinter tickets to

record load information. All recorded weights shall be in pounds and shall be accurate to within one-half of one percent of the true weight, and the system shall be sensitive to 20 pounds. The Engineer will require random loads to be checked on certified platform scales at no cost to the Department.

When an electronic weighing system utilizes the plant scales of a batch plant, the system may be used only in conjunction with a fully automatic batching and control system.

907-401.03.2.2--Additional Requirements for Batching Plants.

907-401.03.2.2.1--Plant Scales. The plant batch scale weight shall not exceed the platform scale weight by more than one percent (1.0%).

907-401.03.2.3--Additional Requirements for Drum Mixing Plants.

907-401.03.2.3.1--Plant Controls. The plant shall be operated with all the automatic controls as designed and provided by the plant manufacturer. If the automatic controls malfunction, brief periods of manual operations to complete the day's work or to protect the work already placed may be conducted with the approval of the Engineer. During manual operation, the Contractor must continue to produce a uniform mixture meeting all contract requirements.

907-401.03.2.3.2--Aggregate Handling and Proportioning. A screening unit shall be placed between the bins and the mixer to remove oversized aggregate, roots, clayballs, etc.

907-401.03.2.4--Surge or Storage Bins. Surge and/or storage systems may be used at the option of the Contractor provided each system is approved by the Department prior to use. Surge bins shall be emptied at the end of each day's operation. Storage silos may be used to store mixtures as follows:

19-mm & 25-mm mixtures ..... 24 hours
9.5-mm & 12.5-mm mixtures ..... 36 hours

The storage silos must be well sealed, completely heated and very well insulated. The mixture when removed from the storage silo shall be tested to ensure that it meets all the same specifications and requirements as the mixture delivered directly to the paving site. See Subsection 907-401.02.5.3, subparagraph (i) for sampling and testing requirements.

907-401.03.3--Hauling Equipment. The inside surfaces of each vehicle bed shall be coated with a light application of water and thin oil, soap solution, lime water solution or other approved material to prevent the mixture from sticking. Diesel fuel or gasoline shall not be used to lubricate vehicle beds. Truck beds shall be raised to drain excessive lubricants before placing mixture in the bed. An excess of lubricant will not be permitted.

907-401.03.4--Bituminous Pavers. The screed or strikeoff assembly shall be capable of vibrating and heating the full width of the mixture being placed and shall lay the lift with an automatic control device to the specified slope and grade without tearing, pulling or gouging the

mixture surface.

907-401.03.5--Rollers. All rollers shall be self-propelled units capable of maintaining a smooth and uniform forward and reverse speed as required for proper compaction. They shall be equipped with adjustable scrapers, water tanks, mats and a device for wetting the wheels or tires to prevent the mixture from sticking. Adhesion of the mixture to the rollers will not be permitted. The use of diesel fuel or gasoline for cleaning roller wheels or tires or to aid in preventing the mixture from sticking to the wheels or tires is prohibited.

All rollers shall be in good mechanical condition, free from leaking fuels and lubricants, loose link motion, faulty steering mechanism, worn king bolts and bearings. They shall be operational at slow speeds to avoid displacement of the mixture and capable of reversing direction smoothly and without backlash.

907-401.03.6--Preparation of Grade. The foundation upon which asphalt pavement is to be placed shall be prepared in accordance with the applicable Section of the Standard Specification.

Unless otherwise directed, tack coat shall be applied to the underlying surface on which the mixture is to be placed. Emulsions, if used, must be allowed to "break" prior to placement of the bituminous mixture.

Bituminous mixture shall not be placed against the edge of pavements, curbs, gutters, manholes and other structures until sprayed with a thin uniform tack coating. The tack coat shall be protected until the mixture has been placed.

Existing asphalt pavements that require preliminary leveling or patching in advance of placing the bituminous mixture shall be sprayed with a tack coat material and then brought as nearly as practicable to uniform grade and cross section. The material shall be placed by hand or machine in one or more compacted layers approximately two (2) inches or less in compacted thickness.

907-401.03.7--Blank.

907-401.03.8--Preparation of Mixture.

907-401.03.8.1--Preparation of Mixture For HMA. The temperature of the mixture, when discharged from the mixer, shall not exceed 340°F.

907-401.03.8.2--Preparation of Mixture For WMA. Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270ºF to 295ºF at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280ºF to 305ºF at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270ºF as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as

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

907-401.03.9--Material Transfer Equipment. Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift asphalt pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

907-401.03.10--Spreading and Finishing. Grade control for asphalt pavements shall be established by stringline at least 500 feet ahead of spreading, unless placement is adjacent to curb and gutter, concrete pavement, or other allowed grade control.

The mixture shall be spread to the depth and width that will provide the specified compacted thickness, line, grade and cross section. Placing of the mixture shall be as continuous as possible. On areas where mechanical spreading and finishing is impracticable, the mixture may be spread, raked and luted by hand tools.

Immediately after screeding and prior to compaction, the surface shall be checked by the Contractor and irregularities adjusted. When the edge is feathered as in a wedge lift, it may be sealed by rolling. Irregularities in alignment and grade along the edges shall be corrected before the edges are rolled.

Hauling, spreading and finishing equipment shall be furnished that is capable of and operated in such a manner that the rolling operation will satisfactorily correct any surface blemishes.

The longitudinal joint in the subsequent lift shall offset that in the underlying lift by approximately six (6) inches. However, the joint in the top lift shall be at the centerline or lane line.

907-401.03.11--Compaction. After the mixture has been spread and surface irregularities corrected, it shall be thoroughly and uniformly compacted to the required line, grade, cross section and density.

907-401.03.12--Joints. Joints between previously placed pavement and pavement being placed shall be so formed as to insure thorough and continuous bond.

Transverse construction joints shall be formed by cutting the previously placed mixture to expose the full depth of the lift.

The contact surface of transverse joints and longitudinal joints, except hot joints, shall be sprayed

with a thin uniform tack coating before additional mixture is placed against the previously placed material.

Longitudinal joints shall be formed by overlapping the screed on the previously placed material for a width of at least one (1) inch and depositing the quantity of mixture to form a smooth, tight joint.

Joint Sealant. When a pay item for 907-403-S, Joint Sealant, is included in the contract, the contact surface of transverse joints and longitudinal joints in the surface lift, except hot joints, shall be sealed by spraying a thin, uniform coat of Pavon™, Crafco™ Pavement Joint Adhesive No. 34524, Dura-Fill Cold Joint Adhesive, or approved equal, prior to placement of additional asphalt against the previously placed material. Manufacture's recommendations shall be followed if the material needs to be re-heated, and when placing the thin, uniform coat.

Prior to application of the sealant, the face of the joint shall be thoroughly dry and free from dust or any other material that would prevent proper sealing. All joints shall be swept or blown free of loose material, dirt, vegetation, and other debris by means of compressed air or a power sweeper.

Truck and vehicle traffic shall not drive across a sealed joint until it has dried sufficient to prevent damage from tracking.

The Contractor shall furnish the Engineer three copies of the manufacturer's certification stating that the material used meets the requirement of the specifications.

907-401.03.13--Pavement Samples. The Contractor shall cut samples from each lift of asphalt at the time and locations designated by the Engineer. The samples shall be taken for the full depth of each lift and shall be of a size approved by the Engineer but not to exceed 120 square inches. Tools used for cutting or coring of samples shall be of the revolving blade type such as saw or core drill. Cores shall be taken using a 4.0 to 6.0-inch inside diameter coring bit. The sample hole shall be filled, compacted and finished by the Contractor to conform with the surrounding area. No additional compensation will be allowed for furnishing samples and repairing the areas with new pavement.

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

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

1. TransTech Systems, Inc.
   1594 State Street
   Schenectady, NY 12304
   800-724-6306
   www.transtechsys.com

2. Advant-Edge Paving Equipment, LLC
   P.O. Box 9163
   Niskayuna, NY 12309-0163
   518-280-6090
   Contact; Gary D. Antonelli
   Cell: 518-368-5699
   email: garya@nycap.rr.com
   Website: www.advantedgepaving.com

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-403-14 **CODE: (SP)**

DATE: **12/02/2014**

SUBJECT: **Asphalt Pavements**

Section 403, Asphalt Pavements, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted and replaced as follows.

SECTION 907-403 - ASPHALT PAVEMENTS

907-403.01--Description. This work consists of constructing one or more lifts of asphalt pavement meeting the requirements of Section 907-401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. This work shall also include applicable in-grade preparation of the underlying course in accordance with Section 321.

The Contractor must select one of the asphalt mixture processes (HMA or WMA) to be used on this project.

907-403.02--Material Requirements. Materials and their use shall conform to the applicable requirements of Subsection 907-401.02.

907-403.03--Construction Requirements.

907-403.03.1--General. Construction requirements shall be as specified in Subsection 907-401.03, except as otherwise indicated in this section or applicable special provisions.

907-403.03.2--Smoothness Tolerances. Except as noted herein, the finished smoothness of each lift shall conform to the designated grade and cross section within the following tolerances from grade stakes or other grade reference points set at 25-foot intervals:

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

Note: Where more than four (4) lifts of asphalt are required, all lifts, excluding the top three (3) lifts, shall meet the requirements of the lower lift.

* When tested longitudinally from a stringline located equidistant above points 50 feet apart, the distance from the stringline to the surface at any two points located 12½ feet apart shall not vary one from the other more than the maximum deviation allowed above from a 10-foot straight edge.

Grade stakes or other grade reference points set at 25-foot intervals and maximum deviation from grade and cross section will not be required provided an approved profile averaging device is furnished and properly used for the four conditions set forth herein; however, all other surface requirements are applicable.

(a) Overlays with one overall lift.

(b) Overlays with two or more overall lifts -- for each lift above the first overall lift provided each underlying overall lift is within the allowable tolerances.

(c) Surface lift of new construction provided the underlying lift is within the allowable tolerances.

(d) Full-depth asphalt construction for lifts above the lower lift provided the lower lift is within the specified tolerances for the lower intermediate lift.

In the placement of full depth asphalt pavement, where the chemically treated base is constructed, graded and/or trimmed, full lane width, to a surface tolerance of ±3/8 inches from design grade, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts. In addition, where the base course is crushed stone or crushed concrete and is constructed to a surface tolerance of ±3/8 inches from design grade using a stringline controlled spreader, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts.

All other tolerances as specified in Section 321 are applicable, except for bases, when tested longitudinally, the maximum deviation when measured at the 12½-foot midpoint shall be ±3/8 inches.

Acceptance and payment of asphalt will be determined on a lot to lot basis by cores taken from the completed pavement as outlined in Subsection 907-403.03.3.

Approved contacting type profile averaging devices are those devices capable of working in conjunction with a taut string or wire set to grade, or ski-type device with extreme contact points with the surface at least 30 feet apart. Approved non-contacting type profile averaging devices are laser type ski devices with at least four referencing mobile stations at a minimum length of 24 feet, or an approved equal.

When approved by the Engineer, a short ski or shoe may be substituted for a long ski on the

second paving operation working in tandem.

During the finishing and compacting of pavement lifts, it shall be the responsibility of the Contractor to check the surface and joints for progress toward conformance to surface requirements set forth herein. Variations from surface requirements exceeding the allowable tolerances shall be corrected at the Contractor's expense.

When a portland cement concrete pavement is to be placed on an asphalt lift, the finished top of the asphalt lift shall meet the requirements of Sections 32l and 50l.

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

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

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

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

Category A applies to the following pavement constructions:

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

Category B applies to the following pavement constructions:

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

Category C applies to the following pavement constructions:

- Single lift overlay without milling
- All 57,650-pound routes regardless of the pavement construction

Additional projects may qualify for Category C construction at the department's discretion. Spot Leveling does not count as a lift. Full width / continuous leveling courses that have a minimum thickness of ¾" across the entire lane width will be considered a lift.

Category A projects shall have a long continuous interval (528-foot) surface MRI of not more than 60 inches per mile.

Category B projects shall have a long continuous interval (528-foot) surface MRI of not more than 70 inches per mile.

Category C projects shall have the existing surface profiled at no additional cost to the State. These projects shall be measured by a long fixed interval (528-foot) surface MRI and meet the higher value of the following requirements:

A 50% improvement in MRI from the existing surface
OR
80 inches per mile

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

For all projects, areas of the surface lift with localized roughness greater than 160 inches per mile as determined by the continuous short interval (25') report will be identified for correction by the Project Engineer.

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

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

Mean Roughness Index inches / mile	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Less than 35.0	108
35.1 to 40.0	106
40.1 to 45.0	104
45.1 to 50.0	102
50.1 to Required Surface MRI	100

In addition to the above pay incentive factors, a project may be subject to a disincentive when the Long Continuous Interval MRI for the surface exceeds the allowable tolerance.

Mean Roughness Index (inches / mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Above 20.0 Over	REMOVE AND REPLACE
15.1 to 20.0 Over	80
10.1 to 15.0 Over	85
5.1 to 10.0 Over	90
0.1 to 5.0 Over	95
Required Surface MRI	100

For Category C projects, segments may be subject to a disincentive when the Fixed Interval MRI for the surface does not meet the minimum requirements.

Percent Improvement MRI (inches/mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Below 30 Percent	REMOVE AND REPLACE
30.1 to 35.0 Percent	80
35.1 to 40.0 Percent	85
40.1 to 45.0 Percent	90
45.1 to 50.0 Percent	95
Above 50%	100

Segment(s) or portions thereof representing areas excluded from a smoothness test shall also be excluded from consideration for a contract price adjustment for rideability. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of MRI. Corrective action must be taken on those sections that exceed the 'Remove and Replace' threshold as directed by the Project Engineer. The minimum remove and replace length will be 528 feet (0.1 mile). Additional smoothness testing shall be required on sections following replacement and will be required to meet *at least* the maximum surface MRI short of 'Remove and Replace' tolerance.

The above pay factors will be applied in conjunction with the Long Continuous Histogram Chart from ProVAL's Smoothness Assurance Module. The price adjustments for rideability will be tabulated in MDOT's Pay Incentive spreadsheet on the basis of a theoretical tonnage of 110 lbs/yd^2 * inch thickness (pounds per square yard * inch thickness) determined in accordance with Subsections 907-401.02.6.5 and 907-403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

907-403.03.3--Thickness Requirements. Asphalt overlay lifts shall be constructed as nearly in accordance with the thickness shown on the plans as the underlying pavement and foundation will permit. Periodic and cumulative yield tests will be made to determine practicable conformity to the thickness of each lift. The Engineer may order modifications in placement thicknesses to prevent unwarranted variations in plan quantities.

When the paver is operating off an established grade line, no thickness determination will be

required for the various lifts of pavement. It is understood that the tolerances from design grade will control the thickness requirements.

When grade stakes are eliminated by Notice to Bidders or as outlined in Subsection 907-403.03.2(d) and where resulting in the placement of two (2) or more lifts, acceptance and payment will be determined on a lot to lot basis by cores taken from the completed pavement. Lots will be coincidental with acceptance lots for the surface lift as provided in Subsection 907-401.02.6.4, except that only lots resulting from the placement of mainline surface lift will be used for thickness assessment. One core will be obtained at random from each lot. Irregular areas will not be cored.

When the average thickness of all the cores from the lots representing a day's production, excluding any discarded by the Engineer for justifiable reason, is within three-eighths of an inch (3/8") of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, corrective action will not be required and a price adjustment will not be made for non-conformity to specified thickness.

When the average thickness of all the cores from the lots representing a day's production is deficient in thickness by more than three eights of an inch (3/8") of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, the deficiency shall be corrected by overlaying the entire length of the day's production. The thickness of the overlay shall be equal to the thickness deficiency but no less than the minimum single lift laying thickness for the specified mixture.

When the thickness of all the cores from the lots representing a day's production is more than three eights of an inch (3/8") thicker than the total thickness shown on the plans, excluding lift(s) placed using an established grade line, a price adjustment will be made in accordance with Subsection 907-403.05.1.

The cores shall be cut and removed by the Contractor in the presence of the Engineer's representative and turned over to the Engineer's representative for further handling. The Contractor shall fill each core hole with surface lift mixture and compact to the satisfaction of the Engineer within 24 hours after coring.

907-403.03.4--Lift Corrections. Pavement exceeding the allowable surface tolerances shall be corrected at the Contractor's expense by the following methods:

Lower, Leveling and Lower Intermediate Lifts:

(a) Removal or addition of mixture by skin patching, feather edging, wedge lift construction or full depth patching where appropriate and can be completed in a satisfactory manner.

(b) Superimposing an additional layer which shall be an approved grade raise for the full roadway width and length of the area to be corrected.

Top Intermediate Lift:

(a) Removal and the addition of sufficient mixture to provide the specified thickness. Corrections by this method shall be square or rectangular in shape and shall completely cover the area to be corrected.

(b) Superimposing an additional layer of minimum lift thickness for mixture being used which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

Surface Lift:

(a) Removal and the addition of sufficient mixture to provide new material of at least minimum single lift laying thickness for full lane width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the lane.

(b) Superimposing an additional layer (minimum lift thickness for mixture being used) which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

All mixtures used in the correction of unacceptable pavement shall be approved by the Engineer prior to use.

907-403.03.5--Overlays or Widening and Overlays. In addition to the requirements of Subsections 907-403.03.1 through 907-403.03.4, the following requirements will be applicable when an existing pavement is to be overlaid or widened and overlaid.

907-403.03.5.1--Blank.

907-403.03.5.2--Sequence of Operations. In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. Unless otherwise provided in the traffic control plan and/or the contract, the following appropriate items of work shall be begun and continually prosecuted in the order listed:

(a) In sections designated by the Engineer, trim the shoulders along the pavement edges to provide drainage from the pavement.

(b) Perform pre-rolling to locate areas of pavement with excessive movement per Section 511.

(c) Perform selective undercutting and patching as directed per Subsection 907-403.03.5.4.

(d) Perform pressure grouting as specified in Section 512.

(e) Clean and seal joints per Section 413.

(f) Complete preparation on one side of roadway to be widened and place widening

materials.

(g) Reconstruct shoulders to elevation necessary to assure traffic safety.

(h) Open the widened section to traffic.

(i) Complete above work for other side of roadway.

(j) Perform preliminary leveling as directed.

(k) Apply interlayer as specified.

(l) Place the first overall leveling lift.

(m) After the first overall leveling lift, reconstruct shoulders as necessary to eliminate vertical differentials which may be hazardous to traffic.

(n) Place first intermediate lift.

(o) Construct shoulders to the contiguous elevation of the first intermediate lift.

(p) Place remaining intermediate lift, if required.

(q) Place surface lift.

(r) Complete construction of shoulders.

(s) Apply permanent traffic marking.

(t) Final cleanup.

The above operations shall be performed in such a manner that traffic will be maintained on a paved surface at all times. Two-lane, two-way highways should not be restricted to a single lane in excess of a 3,000-foot section.

907-403.03.5.3--Widening of Pavement. The foundation for widening shall be formed by trenching or excavating to the required depth and constructing a smooth, firm and compacted foundation. It shall have sufficient density and stability to withstand the placement and compaction of subsequent lifts. Soft, yielding and other unsuitable material which the Engineer determines will not compact readily shall be removed and backfilled with granular material or asphalt as directed.

Except as provided herein, excavation for widening, undercutting or other required excavation shall be spread along the edge of the shoulders, foreslopes or other adjacent areas as directed and will be an absorbed item. When the quantity is in excess of what may be used satisfactorily on adjacent areas, the Engineer may direct that the material be loaded, hauled and spread uniformly

on other designated areas. In this case, compensation for handling surplus material will be in accordance with the appropriate pay items as provided in the contract or as extra work.

If the plans require widening of the shoulders or embankment with Contractor furnished material, all suitable material obtained from widening excavation may be used and will be measured and paid for as Contractor furnished materials. No measurement for payment of haul will be made.

Removal and disposal of old stakes, forms and other debris encountered in excavating shall be in accordance with Section 201 and shall be considered as incidental to and included in the unit prices bid for other items. No separate measurement will be made therefor. Pavement edges and surfaces shall be cleaned prior to final shaping and compaction of adjacent trenching or undercut areas.

Granular material for widening shall be placed on a previously prepared, smooth, firm and unyielding foundation in accordance with the typical section. Density of the granular material shall be as specified.

Asphalt for widening, including trench widening, shall meet the applicable requirements of Section 907-401, Section 907-403, and shall be placed in one or more layers as shown on the plans or directed. The surface of the mixture shall be finished as a continuation of the adjacent pavement slope.

Trench rollers or other compaction equipment shall be used to compact the foundation, granular material and bituminous mixtures for widening when standard width rolling equipment cannot be used.

907-403.03.5.4--Patching. Existing pavement which has failed or unsatisfactorily stabilized shall be removed as directed. Removal of pavement will be measured and paid for under the appropriate pay items as provided in the contract.

Backfill shall consist of asphalt or a combination of compacted layers of aggregate material and asphalt. Unless otherwise specified, the Engineer will make this determination based on depth and field conditions.

Asphalt used for backfilling will be measured and paid for at the contract unit price for the mixture designated on the plans as the lowest lift. Aggregate will be measured and paid for under the appropriate pay item as provided in the contract or as extra work.

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

907-403.03.5.6--Placement of Lifts. The leveling lift shall be placed in a layer, or layers, not exceeding approximately two and one-half inches compacted thickness.

When single lane construction is required, placement of a lift on the adjacent lane may be performed by an approved profile averaging device provided the lane previously placed is within the allowable tolerances for all surface requirements. When any of the tolerances are exceeded, the Contractor shall reestablish the control stringline for laying the adjacent lane should the Contractor elect to perform this work prior to correcting the deficiencies of the lane previously placed. In no case shall a "matching shoe" be used to control the grade of an adjacent lane.

In instances where there are only minor deviations from the allowable tolerances in the first overall lift, the Engineer may permit the Contractor to place the next higher lift by graded stringline in lieu of making the corrections.

Single lane placement of leveling, intermediate and surface lifts shall be limited to the distance covered in one and one-half days in advance of that placed in the adjacent lane.

907-403.03.5.7--Protection of Pavement. The pavement shall be protected and properly maintained until it has been compacted and cooled sufficiently for use by traffic.

907-403.04--Method of Measurement. Asphalt pavement, of the type specified, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 907-401.03.2.1.11.

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

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

$$Tp = Tw$$

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

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

Where:

Tp	=	Total tonnage for payment
Tw	=	Total tonnage weighed, used and accepted
Gmm	=	Maximum Specific Gravity of the approved composite asphalt mixture
A	=	46.725 lbs/yd^2/in
B	=	0.93 = 93% density
C	=	110.374 lbs/yd^2/in = Theoretical density at 2.540 Gmm

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in Section 407.

Joint sealant will be measured by the linear foot for each joint sealed.

The quantity of bituminous mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any trenching required for widening will not be measured for payment, such cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

Class "B" structural concrete base substituted for asphalt under portland cement concrete bridge end pavement, as per Subsection 502.03.1, will be paid for as asphalt calculated as follows:

Square yards of portland cement concrete bridge end pavement x concrete base thickness in inches x 0.055 = tons of asphalt.

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

Joint sealant will be paid for at the contract unit price per linear foot for each joint which shall be full compensation for furnishing the joint sealant material, cleaning the joint, applying the sealant, and for all equipment, tools, labor, and incidentals necessary to complete the work.

907-403.05.1--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in Subsection 907-403.03.3 and the average thickness of all cores from lots representing a day's production is more than three eights of an inch (3/8") thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made as follows:

$$\text{Individual Day's L.S. Reduction} = \left(\text{Monetary Value of the Day's Surface Lift Production}\right) \times \frac{(D - 3/8)}{ST}$$

Where:

D = The day's average deviation from total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line.

ST = Specified thickness for surface lift.

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

907-403.05.2--Pay Items.

Payment will be made under:

907-403-A: (1) , (4) , Asphalt Pavement - per ton

907-403-B: (2) , (4) , Asphalt Pavement, Leveling - per ton

907-403-C: (3) , (4) , Asphalt Pavement, Trench Widening - per ton

907-403-D: (2) , HT, Asphalt Pavement, Polymer Modified - per ton

907-403-E: (2) , HT, Asphalt Pavement, Polymer Modified, Leveling - per ton

907-403-S: Joint Sealant - per linear foot or mile

(1) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, 19-mm mixture, or 25-mm mixture
(2) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, or 19-mm mixture
(3) 19-mm mixture or 25-mm mixture
(4) ST, MT or HT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-407-2 **CODE: (SP)**

DATE: 07/22/2014

SUBJECT: Tack Coat

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

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

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

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

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

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

907-407-A: Asphalt for Tack Coat * - per gallon

* Grade may be specified

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-618.03.2--Barricades, Signs, and Flaggers. 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.

907-618.05--Basis of Payment. 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-5 **CODE: (SP)**

DATE: **08/12/2014**

SUBJECT: **Specifications for Bituminous Materials**

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

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

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

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

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

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

907-702.07--Emulsified Asphalt.

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

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

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

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

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

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

TABLE V
SPECIFICATION FOR FOG SEAL

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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:

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

Table of Sizes and Gradation of Coarse Aggregate for Portland Cement Concrete

Square Mesh Sieves	Percent Passing by Weight						
	Size No. 467	Size No. 57	Size No. 67	Size No. 7	Size No. 78	Size No. 8	Size No. 89
2 inch	100						
l½ 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

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.

907-703.04.1--Coarse Aggregate. 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.

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

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

Delete the third paragraph of Subsection 703.04.2 on page 612.

907-703.04.3--Gradation. 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.

907-703.06.1--Coarse Aggregates. 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.

907-703.06.1.2--Fine Aggregates. 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.

907-703.14.2.1--Gradation. 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.

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

907-703.19.2--Lightweight Aggregate for Internal Curing of Concrete. 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.

PERCENT PASSING BY WEIGHT

Square Mesh Sieves	Shell	Coarse			Medium	Fine
		Size I	Size II Note (1)	Size III 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

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-4 **CODE: (IS)**

DATE: 05/01/2013

SUBJECT: Roadside Development Materials

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-715-02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following.

907-715-02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows.

% RNV = CCE x (% passing #10 mesh + % passing #50 mesh)/2

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98
Wheat	-	80	98

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____
_____
for constructing the following designated project(s) within the time(s) hereinafter specified.

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

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

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

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

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

For Informational Purposes Only

SECTION 905 -- PROPOSAL (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 _____

_____
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 State of _____ and the names, titles and business addresses of the executives are as follows:

_____
President Address

_____
Secretary Address

_____
Treasurer Address

The following is my (our) itemized proposal.

For Informational Purposes Only

Storm Damage Repairs, SR 569 1 mile North of Louisiana and head North approximately .9 miles,SR 568 2.2 miles east of Louisiana SL, SR 48 4.4 miles east of junction with SR 24/33, known as Federal Aid Project Nos. ER-0167-00(025) / 107418301, ER-0167-00(026) / 107426301, ER -0166-00(009) / 107417301, & ER-0014-01(065) / 107419301 in Amite County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
					Roadway Items
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-B005		33	Square Yard	Removal of Asphalt Pavement, All Depths
0030	203-EX040	(E)	3,759	Cubic Yard	Borrow Excavation, AH, LVM, Class B9-6
0040	203-F002	(E)	630	Cubic Yard	Channel Excavation, LVM
0050	203-G004	(E)	1,748	Cubic Yard	Excess Excavation, LVM, AH
0060	219-A001		381	Thousand Gallon	Watering ($20.00)
0070	234-A001		4,685	Linear Feet	Temporary Silt Fence
0080	503-C007		62	Linear Feet	Saw Cut, Full Depth
0090	620-A001		1	Lump Sum	Mobilization
0100	625-C001		350	Linear Feet	Traffic Stripe, Continuous White
0110	815-A009	(S)	3,720	Ton	Loose Riprap, Size 300
0120	815-E001	(S)	2,695	Square Yard	Geotextile under Riprap
0130	907-203-I001		7,634	Square Yard	Site Grading
0140	907-216-A001		18,915	Square Yard	Solid Sodding
0150	907-226-A001		2	Acre	Temporary Grassing
0160	907-237-A003		1,860	Linear Feet	Wattles, 20"
0170	907-304-A003	(GY)	1,705	Cubic Yard	Granular Material, LVM, Class 6, Group D
0180	907-403-A017	(BA1)	5	Ton	9.5-mm, ST, Asphalt Pavement
0190	907-403-A019	(BA1)	10	Ton	19-mm, ST, Asphalt Pavement
0200	907-407-A001	(A2)	3	Gallon	Asphalt for Tack Coat
0210	907-618-A001		1	Lump Sum	Maintenance of Traffic
0220	907-618-B001		1	Square Feet	Additional Construction Signs ($10.00)
					ALTERNATE GROUP AA NUMBER 1
0230	907-304-H002	(GY)	50	Cubic Yard	3/4" and Down Crushed Stone Base, LVM
					ALTERNATE GROUP AA NUMBER 2
0240	907-304-H003	(GY)	50	Cubic Yard	Size 610 Crushed Stone Base, LVM
					ALTERNATE GROUP AA NUMBER 3
0250	907-304-H004	(GY)	50	Cubic Yard	Size 825B Crushed Stone Base, LVM

For Informational Purposes Only

CONDITIONS FOR COMBINATION BID

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

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

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.

* * * *

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

(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 $ _____.

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

For Informational Purposes Only

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(COMPANY)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

For Informational Purposes Only

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION

I,_____,
(Name of person signing bid)

individually, and in my capacity as_____ of
(Title of person signing bid)

_____do hereby certify under
(Name of Firm, partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that_____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **ER-0014-01(065)/ 107417301000, ER-0166-00(009)/ 107418301000, ER-0167-00(025) / 107419301000 & ER-0167-00(026)/ 107426301000**

in **Amite** 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:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Do exceptions exist and are made a part thereof? Yes / No

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

For Informational Purposes Only

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.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing is true and correct.

Executed on _____ _____

Signature

For Informational Purposes Only

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (http://www.sam.gov) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a DUNS Number . _____ (Yes / No)

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

For Informational Purposes Only

S E C T I O N 9 0 2

CONTRACT FOR **ER-0014-01(065)/ 107417301000, ER-0166-00(009)/ 107418301000, ER-0167-00(025) / 107419301000 & ER-0167-00(026)/ 107426301000**

LOCATED IN THE COUNTY(IES) OF **Amite**

STATE OF MISSISSIPPI,
COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures this the____ day of _____,_____.

_____
Contractor(s)

By_____

Title_____

Signed and sealed in the presence of:
(names and addresses of witnesses)

_____

MISSISSIPPI TRANSPORTATION COMMISSION

By_____
Executive Director

_____
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____,_____, Minute Book No. _____, Page No. _____.

Revised 8/06/2003

For Information Purposes Only

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

CONTRACT BOND FOR: **ER-0014-01(065)/ 107417301000, ER-0166-00(009)/ 107418301000, ER-0167-00(025) / 107419301000 & ER-0167-00(026)/ 107426301000**
LOCATED IN THE COUNTY(IES) OF: **Amite**

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
(Contractor)
_____ Principal, a _____

residing at_____ in the State of _____

and _____
(Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____

($_____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said _____

_____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as 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,

For Informational Purposes Only

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

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

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Revised 9/02/2014

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____
Contractor

_____
Address

_____
City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Mississippi, Jackson, Mississippi**

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars($_____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Storm Damage Repairs, SR 569 1 mile North of Louisiana and head North approximately .9 miles,SR 568 2.2 miles east of Louisiana SL, SR 48 4.4 miles east of junction with SR 24/33, known as Federal Aid Project Nos. ER-0167-00(025) / 107418301, ER-0167-00(026) / 107426301, ER-0166-00(009) / 107417301, & ER-0014-01(065) / 107419301 in Amite County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____day of _____, 20___

_____
(Principal) (Seal)

_____ By:_____
(Witness) (Name) (Title)

_____
(Surety) (Seal)

_____ By:_____
(Witness) (Attorney-in-Fact)

_____
(MS Agent)

_____
Mississippi Insurance ID Number

OCR-485

REV. 1/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on: Letting Date: **September 16, 2016**

Project No: **ER-0014-01(065)/ 107417301000, ER-0166-00(009)/ 107418301000, ER-0167-00(025) / 107419301000 & ER-0167-00(026)/ 107426301000**

County: **Amite**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

_____
FIRM NAME

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