

**REQUEST FOR BIDS
FOR
ASPHALT OVERLAY AND BASE REPAIRS FOR
RANKIN LANDING
RANKIN COUNTY, MS
BID NUMBER 18-600-9-04**



February 2019

**Pearl River Valley Water Supply District
P.O. Box 2180
115 Madison Landing Circle
Ridgeland, Mississippi 39158
601-856-6574**

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.I. REQUEST FOR BIDS

The Pearl River Valley Water Supply District (PRVWSD or District) is seeking bid proposals for an Asphalt Overlay and Base Repairs for Rankin Landing operated by the District and as described herein.

Bids will be evaluated on the basis of selecting the lowest and best Bid. You are hereby invited to submit a response to this Request for Bids in accordance with the requirements set forth herein. The Pearl River Valley Water Supply District reserves the right to reject any or all bids and waive any formalities.

II. SPECIFICATIONS, TERMS AND CONDITIONS

A. General Statement

The Pearl River Valley Water Supply District requests bids for an Asphalt Overlay and Base Repairs, as described in these specifications. Performance of these services will include the use of the equipment and necessary labor of the quoting entity. These Operations will be performed in accordance with all Federal, State and other applicable laws, regulations and ordinances, or any other such code as the District may adopt.

The Contract Documents consist of this Request for Bids, the agreement for construction, the Contractor's proposal, the Bonds, the General Conditions (if any), Supplemental Conditions (if any), Special Conditions (if any), the specifications, drawings (if any), addenda (if any) and modifications, all of which are incorporated herein by reference and made a part thereof. The Contract Documents are intended to be consistent so the work required to be completed in accordance with one and not another shall be completed as though set forth in both. In the event of any conflict of documents, the more specific terms shall control.

B. Scope of Work

The work covered under this section of the specifications includes an Asphalt Overlay and Base Repairs which include saw cutting of the asphalt and removed as unclassified excavation. (A minimum one-foot depth required for removal) The work shall meet or exceed the Mississippi Standard Specifications for State Aid Road and Bridge Construction. Asphalt spreaders and rollers to be used during construction. Additional items of work shall be absorbed into items of work bid.

The Contractor must locate any utilities that may interfere and must avoid all utilities. Any damage to any utility will be born solely by the Contractor.

C. Method of Evaluation of Proposals

The Proposal will consist of a Bidder's price. This bid price will be based on unit prices.

The Pearl River Valley Supply District reserves the right to reject any or all Bids

D. Measurement, Payment, and Schedule of Rates

Contractor shall furnish all labor, material, tools, equipment, appurtenances, and all services necessary to perform all Work required, based on unit prices. All items to furnish the services required through this project and its Contract Documents including Mobilization should be included in these unit prices.

Applications for Payment. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Progress Payments. Partial progress payments shall be allowed over the term of the contract. The schedule of values established in the bid proposal as provided will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period.

Payments (both progress and final) will not be made to the Contractor until approval of same by the Owner's Board. Owner intends to make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of the month for the proceeding month's Progress estimate during performance of the Work. All such payments will be based on the number of units completed.

Prior to Substantial Completion, progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) and 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage). In each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated Damages.

Retainage shall be withheld and payments will be made by the Owner in the amount of five percent (5%) of the approved payment applications on the Contract amount until such time as Contractor has satisfactorily completed fifty percent (50%) of the work, as determined by the Engineer. After the work is fifty percent (50%) complete, the retainage shall revert to two and one half percent (2.5%) of the approved payment amount.

Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall release the remainder of the retainage as recommended by Engineer as provided in the General Conditions.

These services shall at all times be provided as an independent contractor. The Bidder is responsible for all liability insurance, workers' compensation coverage, self-employment, social security and other similar matters, and shall not participate in any way as an employee of the

District or be eligible for any employee benefits offered by the District to its regular employees, nor shall the District be liable in any way other than to make payment as provided herein for services rendered.

F. Insurance Requirements

Contractor represents that it will maintain workers' compensation insurance, which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence. All general liability, professional liability and fidelity bond insurance will provide coverage to the PRVWSD as an additional insured. The PRVWSD reserves the right to request from carrier's certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

G. Bidder Certification

The Bidder agrees that submission of a signed Bidder's Bid Proposal is certification that the Bidder will accept the award made to it as a result of the submission.

H. Invitation and Bid Proposal Does Not Constitute Acceptance of Offer

The release of the Invitation to Bid and the Bid Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate District to execute a contract with any other party. The District reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the District.

III. SUBMITTAL REQUIREMENTS

A. Inquires

Inquiries regarding this Request for Bids must be submitted in writing and may be made to:

Michael Lang, P.E. Engineer
Pearl River Valley Water Supply District
P.O. Box 2180
115 Madison Landing Circle
Ridgeland, Mississippi 39158
Phone: 601-856-6574
Fax: 601-856-2585

Bidders are cautioned that any statements made in response to questions that materially change any portion of the bid shall not be relied upon unless subsequently ratified by a formal written addendum.

Any question or protest concerning the specifications or bidding procedures must be received in writing by the District's Engineering Division by 11:00 am, February 6, 2019. The District's Engineering Division may be reached by telephone at (601) 856-6574 or by facsimile at (601) 856-2585.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

B. Engineering Supervision and Testing Service

The contractor is responsible for all asphalt testing including but not limited to asphalt cores and densities. The contractor will furnish to the District copies of all test reports and copies of weight tickets.

C. Acceptance of Bid Proposal

PRVWSD reserves the right, in its sole discretion, to waive minor irregularities in Bid Proposal. A minor irregularity is a variation of the Bid, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of PRVWSD. Waivers, when granted, shall in no way modify the Bid Proposal requirements or excuse the party from full compliance with the Bid Proposal specifications and other contract requirements, if the party is awarded the contract.

D. Disposition of Bid Proposal

All submitted Bid Proposals will become the property of PRVWSD. The Bidder should mark any and all pages of the Bid considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with Mississippi Public Records Act.

E. Rejection of Bid Proposal

Bid Proposals that do not conform to the requirements set forth in this Request may be rejected by PRVWSD. The District reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its proposal prior to a determination by PRVWSD of non-responsiveness based on the submission of nonconforming terms and conditions. Bids may be rejected for reasons that include, but are not limited to, the following:

The Bid contains unauthorized amendments to the requirements of the Proposal;

The Bid is conditional;

The Bid is incomplete or contains irregularities which makes the Bid indefinite or ambiguous;

The Bid is not received by the deadline;

The Bid is not signed by an authorized representative of the Bidder;

The Bid contains false or misleading statements or references;

The Bid does not offer to provide all services required by the Bid; and

The Bid does not include a current Mississippi Certificate of Responsibility number for the Bidder on the outside of the bid envelope.

F. Bid Withdrawal

If the price is substantially lower than those of other Bidders, a mistake may have been made. A Bidder may withdraw its bid from consideration if certain conditions are met:

The Bid is submitted in good faith.

The price is substantially lower than those of other Bidders because of a mistake.

The mistake is a clerical error, not an error in judgment.

Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the Bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a Bid that includes clerical errors after the deadline of bids to be submitted, the Bidder must give notice to the District of claim of right to withdraw a Bid. Within two (2) business days after the deadline of bids to be submitted, the Bidder requesting withdrawal must provide to the District all original work papers, documents, and other materials used in the preparation of the Bid.

A Bidder may also withdraw a Bid prior to the time set for the deadline of bids to be submitted by simply making a request in writing to the District; no explanation required. A Bidder may also withdraw a Bid if the District fails to award or issue a notice of intent to award the Bid within sixty (60) days after the date fixed for the deadline of bids to be submitted.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or any other work for the person to whom the contract is awarded or otherwise benefit from the contract.

No partial withdrawal of a Bid is permitted after the time and date set for the deadline of bids to be submitted; only complete withdrawals are permitted.

G. Exceptions and Deviations

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the quote that shall be fully described. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified Bidders, unless specifically allowed, shall be subject to rejection in whole or in part.

H. Expenses Incurred in Preparing Offers

PRVWSD accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Bidder.

I. Surety Required

a. Bid Surety: A bid bond, cashier's check, or certified check in the amount of 5% of the amount of the bid made payable to the Pearl River Valley Water Supply District shall accompany each Bid. The Bid Surety of all Bidders shall be retained until after the award of the contract is made. The Bid Surety of the successful Bidder shall be retained until the posting of the performance bond. The failure of the successful Bidder to accept the award and file acceptable performance and payment bonds within 15 days after award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the District as Liquidated damages. Award may then be made to the next lowest and responsive and responsible bidder.

b. Performance Surety: A Performance Bond in 100% of the Bid shall be required of the successful Bidder to ensure satisfactory completion of the work. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

c. Payment Surety: A Payment Bond in the amount of 100 percent of the Bid shall be required of the successful Bidder to guarantee payment of all persons who have and fulfill contracts with the Contractor for performing labor or providing equipment or material in the performance of the work provided in the contractor. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

J. Submittal Instructions

Bids should be received at the District's main office located at 115 Madison Landing Circle, Ridgeland, MS 39157 on or before February 13, 2019, at 11:00 am, local time. Note that a Certificate of Responsibility Number will need to be included on the envelope. The Bid must be made on the

form provided by the District and all applicable blank spaces must be completed. Any interlineations, alteration, erasure or change of any kind must be initiated by the Bidder and shall not contain any recapitulation of work to be done. No oral, telephonic, facsimile, or telegraphic proposal will be considered.

The Bid must be submitted in a sealed envelope identified on the outside as follows:

a. FOR HAND DELIVERY

FOR HAND DELIVERY:

Submitter's Name
Address
Telephone Number
Certificate of Responsibility Number

Bid Proposal #18-600-9-04
Asphalt Overlay and Base Repairs

PRVWSD
115 Madison Landing Circle To be received on
Ridgeland, MS 39157 February 13, 2019 by 11:00 am

b. FOR MAILING

Mailed bids must include two envelopes with the outer envelope addressed as follows:

(Please note that the District's mail is NOT picked up until 12:00 pm on a daily basis)

PRVWSD
Attn: Sharon Larry
P. O. Box 2180
Ridgeland, MS 39158

Bid # 18-600-9-04 enclosed, to be opened February 13, 2019 @ 11:00 am The inner envelope must be addressed for hand delivery as indicated above

c. FOR SENDING BY FED-EX or UPS SERVICES

The same instructions are to be applied for using Fed-Ex or UPS services as above for Mailing Bids, with the exception of the address. Please use the District's physical address as given above in the Hand-Delivery instructions.

**Please note that PRVWSD will not be responsible for any carrier delivering bids late. Please take proper measures to ensure bid is received by deadline.*

FOR SUBMITTING ELECTRONICALLY

Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Any Bids received after the due date and time will not be considered. Modifications received after the due date will not be considered. No responsibility shall be attached to the PRVWSD for the premature opening of Bids not properly addressed and identified, and/or delivered to the wrong office.

The Bid must be signed by an officer that is legally authorized to enter into a contractual relationship in the name of the Bidder.

Failure to comply with any of the aforementioned requirements may result in the Bid being rejected as non-responsive.

PRVWSD will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid due date. Bidders should not rely on any representations, requests or explanations other than those made in this request for bids or in any addendum to this request for bids.

Where there appears to be a conflict between the request for bids and any addenda issued, the last addendum issued will prevail.

PRVWSD may reject any and all bids and reserves the right to waive any technicalities, irregularities, or formalities in any bids or in the proposed procedure.

K. Acknowledgement of Addenda

Bidders shall acknowledge receipt of any addenda to the solicitation by identifying the addenda number and date in the space provided for this purpose on the Bid form. The acknowledgment must be received by PRVWSD by the time and at the place specified for receipt of Bid Proposal.

L. Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State.

IV. STANDARD TERMS AND CONDITIONS

A. Certification of Independent Price Determination

The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation,

communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices submitted.

B. Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

C. Representation Regarding Gratuities

The prospective contractor represents as a part of such contractor's Bid that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's Bid.

D. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that PRVWSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to PRVWSD pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, PRVWSD shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The PRVWSD shall not be liable to the Contractor for disclosure of information required by court order or required by law.

E. Compliance with Laws

Contractor understands that the PRVWSD is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

F. Bidder Investigations

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the District upon which the Bidder will rely. If the Bidder receives an award as a result of its Bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail

with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.

G. Certificates and Licenses

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the PRVWSD no later than ten days after Contractor receives the notice of award from the PRVWSD. Current notarized copies of licenses and certificates shall be provided to the PRVWSD within twenty-four hours of demand at any time during the contract term.

H. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable Federal, State, and local laws and regulations.

I. Availability of Funds

It is expressly understood and agreed that the obligation of the PRVWSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the PRVWSD shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Note: Multi-term contracts, as set forth in this section, should be interpreted to mean a contract having effective dates spanning appropriation periods two or more fiscal years and would obligate the agency to purchase a specified quantity of services over that period.

J. STOP WORK ORDER

1. Order to Stop Work. The Engineer of PRVWSD, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered

by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Engineer shall either:

- a) cancel the stop work order; or,
- b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for the performance of any part of this contract; or,
- b) the stop work order results in an increase in the contractor's cost properly allocable to the performance of any part of this contract; and,
- c) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Engineer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

K. Termination for Convenience

PRVWSD may, when the interests of the District so require, terminate any contract in whole or in part for the convenience of the District. PRVWSD shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective. PRVWSD may terminate the contract for its convenience on any date that is convenient by giving the Contractor ten (10) days prior written notice of its intent to terminate.

L. Temporary Suspension of Work

The District will have the authority to suspend the work wholly or in part for as long as necessary because of unsuitable weather, conditions unfavorable for the satisfactory prosecution of work, failure of the Contractor to carry out instructions or to perform all provisions of the contract. If it becomes necessary to stop work for an indefinite period, the contractor shall store materials so that they do not

Become damaged in any way or impede the traveling public, or block access to any facilities. The Contractor shall take every precaution to prevent damage or deterioration of the work, and to erect temporary structures when necessary. Contract time will not be charged for phases of suspended work except during suspension for failure to carry out instructions of the District. Additional compensation will not be paid because of such suspension, except as provided below. The Contractor shall not suspend work without written authority from the District.

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and / or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The failure of the Contractor to submit the written report within the seven-day period officially constitutes a waiver of any claims for additional time or damages. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

M. Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

N. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

O. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

P. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or both.
- (3) in the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

Q. Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

R. Payment

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

V. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

A. Qualifications of Bidders:

1. The Bidder must demonstrate experience in ASPHALT OVERLAY projects, having completed at least five (5) projects in the last three (3) years and at least fourteen (14) projects total.
2. The Bidder may be required before the award of any contract to show to the complete satisfaction of PRVWSD that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy PRVWSD in regard to the Bidder’s qualifications. PRVWSD may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to PRVWSD all information for this purpose that may be requested. PRVWSD reserves the right to reject any offer if the evidence submitted by, or investigation of, the Bidder fails to satisfy PRVWSD that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder’s qualifications shall include:

- a) The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the services required;
- b) The ability of the Bidder to perform the work or provide the services promptly or within the time specified, without delay or interference;
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d) The quality of performance of previous contracts or services;
- e) The Bid Price for services; and
- f) The Bidder must possess a valid and current Mississippi Certificate of Responsibility as issued by the Mississippi State Board of Contractors.

B. Evaluation Process

Step I: The Submitted Bid will be reviewed to assure compliance with the minimum specifications. Bids that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: PRVWSD's Chief Engineer will contact the Bidder with the Bid that best meets PRVWSD's needs.

VI. SECTION S-203 – EXCAVATION AND EMBANKMENT

S-203.01--Description. This work shall consist of excavation and embankment required for the roadway, ditches, channel changes, and borrow material, and includes the preparation of subgrade and foundations, the construction of embankments and other utilization or disposal of materials excavated, and the compaction and dressing of excavated areas and embankments.

S-203.02--Classifications of Excavation. Where classification is provided by separate pay items in the proposal, the excavation specified under this section may be classified by any of the following classes:

S-203.02.1--Unclassified Excavation. When no pay item is included in the contract for other classes of excavation, unclassified excavation will consist of the excavation and processing or disposal of all materials of whatever character encountered in the work. When pay items are included for other classes of excavation, unclassified excavation will consist of the excavation and processing or disposal of all materials except those for which additional pay items are provided.

S-203.02.2--Rock Excavation. When shown as a pay item, rock excavation will consist of material which cannot be excavated without blasting and shall also include boulders and detached stones having a volume of one-half cubic yard or more each. The use of the words "rock," "boulders," or "stone," or synonyms of these words appearing elsewhere in these specifications

does not imply that these materials may be included under this classification unless so indicated in the contract.

The Contractor shall immediately notify the Engineer when rock excavation is encountered during the progress of the work so the necessary measurements may be made for determining the volume removed.

S-203.02.3--Muck Excavation. When shown as a pay item, muck excavation will consist of the excavation, removal, and disposal of natural deposits of saturated or unsaturated mixtures of soils and organic matter unsuitable for foundation materials. The State Aid Engineer, after consideration of the material and the conditions involved at the time of excavation, will be the sole judge as to whether the material involved will be classified as muck excavation.

S-203.02.4--Borrow Excavation. Borrow excavation will consist of approved material required for the construction of embankments or other portions of the work. The Contractor shall make arrangements for obtaining borrow, /and shall pay all costs involved. Contractor furnished borrow shall meet the requirements of S-106.02 and S-703.21.

S-203.02.5--Channel Excavation. When shown as a pay item, channel excavation will consist of excavation and disposal of all material required for the widening, deepening, or straightening of an existing channel or the construction of a new channel. Material from channel excavation used in the roadbed or other required embankment construction will be classified as unclassified excavation.

S-203.02.6--Special Excavation. When shown as a pay item, special excavation will consist of the excavation and disposal of the following: unsuitable materials required to be removed below natural ground under embankments; unsuitable materials encountered in soils not placed under this contract; or excavation below required embankments specified for the salvaging and stockpiling of topsoil and plating material.

S-203.02.7--Excess Excavation. When shown as a pay item, excess excavation will consist of excavation which cannot be satisfactorily used or disposed of within the right-of-way.

Except for muck excavation, excess excavation may include any type, kind, or class of excavation which the Engineer determines must be removed from the right-of-way. It will not include any excess caused by the Contractor importing too much excavation from sources outside the roadway structure; in this case the excess excavation shall be removed from the right-of-way at the expense of the contractor. (Refer to S-104.07)

When shown as a pay item and unless otherwise indicated in the contract, the Contractor shall provide a disposal area for excess excavation.

S-203.02.8--Surplus Excavation. When shown as a pay item, surplus excavation will consist of required excavation within the right-of-way, which is in excess of or unsuitable for that required for embankments and which can be satisfactorily used or disposed of within the right-of-way.

S-203.02.9--Stripping Excavation. Stripping excavation shall consist of the excavation, removal and disposal of all overburden materials of whatever character necessary to satisfactorily expose suitable selected material.

S-203.02.10--Estimated On Site Excavation (E.O.S.E.). Where projects cannot be balanced from material from within the right-of-way, excavation identified as Estimated On Site Excavation (E.O.S.E.) shall become the property of the contractor. It shall be excavated, used in the embankment if suitable, and paid for as Borrow Excavation (F.M.E.), if used in the embankment.

CONSTRUCTION REQUIREMENTS

S-203.03--General. Excavation and embankment operations may be started at the location and in the sequence approved by the Engineer when:

- (1) sufficient clearing and grubbing have been completed and accepted;
- (2) the work has been cross sectioned and slope staked;
- (3) installation of required pipes, culverts, and approved backfills are complete;
- (4) the site has been prepared in accordance with these specifications;
- (5) the Contractor has informed himself as to the proper haul and disposal of material.

Excavations and embankments shall be finished to reasonably smooth and uniform surfaces. No material shall be wasted without permission of the Engineer. Excavation operations shall be conducted so that material outside the limits of slopes will not be unnecessarily disturbed.

Where plating is contemplated, either in cut or fill sections, appropriate adjustment shall be made in the graded section during construction so that the finished section after plating will conform within allowable tolerances to the typical sections shown on the plans.

Unless otherwise specified, rock larger than three inches shall be removed to a minimum depth of eight inches below subgrade within the limits of the roadbed, and the excavation backfilled with material designated on the plans or approved by the Engineer. Care shall be taken that undrained pockets are not left in the surface of rock. Rock removed more than 12 inches below subgrade will not be measured for payment. The backfilling of this depth in excess of 12 inches will be at the expense of the Contractor.

Borrow material should not be placed until after excavation from the roadway has been placed in embankments. Excess material determined to have been caused by the Contractor importing too much excavation from sources outside the roadway shall be removed from the right-of-way in accordance with S-104.06 unless the Engineer orders that the material be disposed of within the right-of-way. In either case, the volume of excess material will be measured by the method deemed most appropriate by the Engineer under the provisions of S-109.01 and deducted from measured quantities. The Contractor shall not excavate beyond the dimensions and elevations

established or approved, and no material shall be moved prior to the staking out and cross-sectioning of the site.

Additional requirements shall be those applicable conditions governing the use of local materials as set out in S-106.

Obliteration of old roadways shall include all operations necessary to incorporate the old roadway into the new roadway or into the surrounding right-of-way in a way that will provide a pleasing appearance from the new roadway. Unless other pay items are provided, roadway obliteration will be paid for as unclassified excavation.

When the Contractor's excavating operations encounter remains of prehistoric dwelling sites or other artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact appropriate authorities to determine the disposition thereof.

When directed by the Engineer, the Contractor shall excavate the site in a manner to preserve the artifacts encountered, and if required shall remove them for delivery to the custody of the proper State authorities. Such excavation will be considered and paid for as extra work.

Where excavation to grade results in a foundation, subgrade, or slope of unsuitable soil, the Engineer may require the Contractor to remove unsuitable materials and backfill to the required grade with approved material. Slides or other soil failures shall be removed by the Contractor unless their removal is waived by the Engineer. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross sections before backfill is placed.

The Engineer may designate as unsuitable those soils which cannot be properly compacted under satisfactory conditions. All unsuitable material shall be disposed of as specified or directed.

When the contract requires, or the Engineer orders, excavation to be handled more than one time prior to final placement (such as topsoil to be stockpiled and reserved for later use), this excavation will be paid for at the contract unit price for the class excavation involved for each handling approved by the Engineer, or will be paid for as another item of work for the final handling when so specified.

S-203.04--Topsoil. Where the salvaging and stockpiling of topsoil or plating material is specified, this operation shall be completed before beginning excavation of the underlying material.

S-203.05--Construction of Bridge Approaches. The construction of "spill through" embankments and approaches shall be the responsibility of the grading contractor. The existence of a separate contract awarded for bridge construction will not alter this responsibility.

At each approach, the Grading Contractor shall construct and finish as soon as practicable sections of the embankment or approaches extending a minimum of 100 feet from each bridge end.

The allowable tolerance for initial construction of bridge end slopes to be paved will be plus six inches, but all other bridge end slopes shall be finished to the lines and grades specified.

Prior to installation, the Bridge Contractor shall properly shape the area to be covered with slope paving. He shall drive piling through the fill, complete the end bents, end spans, and slope paving as soon as practicable after the bridge end fills have been placed in order that the grading may be completed by the grading contractor. (Reference is made to S-105.07 and S-201.04).

S-203.06--Excavation Operations. Excavation operations shall be so conducted as to minimize the loosening of materials outside the required slopes or below the indicated grade. No payment will be made for the removal, disposal, or replacement of material determined to be loosened or undercut through carelessness or negligence on the part of the Contractor. Neither will payment be made for excavation which is used for purposes other than designated.

When practicable, **excavation** and disposal of the material shall be conducted in such a manner that the most suitable material will be placed in the top courses of embankments. Adequate drainage which will conform to the finished drainage system shall be maintained.

All earth cut slopes shall be dressed to smooth and uniform surfaces to conform to the specified sections. Allowable tolerances for cut slopes shall be plus or minus five-tenths (0.5) foot horizontally at subgrade elevation. On deep cuts, a greater tolerance is allowable but not to exceed an additional three-tenths (0.3) foot horizontally for each ten (10) feet of depth. Allowable vertical tolerances at subgrade elevation shall be plus or minus 0.10 foot in elevation.

Care shall be taken to avoid overshooting in all material which requires blasting. All rock cut slopes shall be left with a reasonably uniform surface and all loose, shattered, or over-hanging rock shall be removed.

S-203.07--Muck Excavation. The depth and width of the muck excavation will normally be shown on the plans, and the excavation and subsequent basement soil formation shall be completed as soon as practicable in order to obtain maximum consolidation prior to design soil, subbase, base, and pavement construction. When directed by the Engineer, other unsatisfactory foundation material directly beneath or immediately adjacent to muck shall be removed and its removal and disposal included as muck excavation. Excavation of muck shall begin at one end and proceed ahead of backfilling or embankment operations for the full width and depth shown on the plans or as directed.

Placing of embankment material in the excavated area by back dumping may be permitted when the Engineer determines this method of placement to be satisfactory. In this case, placement shall immediately follow the muck removal, and where deemed desirable, the fill shall be carried forward in a wedge shape carrying as high a surcharge above grade as practicable to afford maximum efficiency in displacing the remaining muck. Otherwise, embankment construction shall be performed in accordance with the provisions of S-203.09.

Pressure developed on the advancing toe of the embankment by in-place or displaced muck shall be relieved by excavating and removing the muck. Stream channels or drainage ditches that may be filled by movement of the muck shall be cleaned out immediately. Displaced materials adjacent to the roadway shall be leveled or disposed of as specified. In any case, the material shall be left in such a manner that it will not present an unsatisfactory appearance, interfere with essential drainage, or prevent proper embankment formation.

The Engineer may permit the Contractor to use explosives in accordance with the provisions of these specifications to liquify the muck sufficiently to be displaced by the advancing embankment. Unless otherwise specified, no extra payment will be allowed for materials and labor necessitated by blasting.

S-203.08--Disposal of Unsuitable, Surplus, Channel, and Excess Excavation. All material encountered in excavation within the right-of-way which is unsuitable for use in the work shall be removed and disposed of as specified in the contract or as directed. Unsuitable material shall be understood to be any material, which at the proper moisture content cannot be processed to the required density and stability. Unless otherwise specified, the Contractor shall provide at his own expense the location for the disposal of muck and excess excavation, and shall furnish the Engineer with two signed copies of the release as provided in S-104.06.

Surplus excavation as defined in S-203.02.8 shall be used for uniformly widening embankment, for flattening slopes, or in other places within the right-of-way for the purpose indicated. If there is more surplus excavation than can be effectively used within the right-of-way, the Engineer will reclassify the surplus as excess excavation as defined in S-203.02.7 which shall be disposed of off the right-of-way as provided in the contract, or as extra work.

Unless specified for use in embankments, channel excavation may be used to fill old channels, washes, gullies, or wasted as directed. It shall be spread and leveled or otherwise shaped to blend with the adjacent terrain and shall not obstruct drainage, interfere with the property rights of others, or present an unsatisfactory appearance.

Except for material indicated on the plans and measured for payment under another pay item, the Contractor will be paid for both the unsuitable material ordered excavated and disposed of and the material required for backfill at the respective contract prices.

S-203.09--Embankment Construction.

S-203.09.1--General. Embankment construction shall consist of: constructing roadway embankments; dikes; placing and compacting of approved material where unsuitable material has been removed; backfilling of structures where not otherwise provided for; and placing and compacting embankment material in holes, pits, or other depressions.

This work shall also consist of preparation of the areas upon which embankments are to be constructed. Only approved materials excavated as provided in the contract shall be placed in embankments and backfills; unsuitable or perishable materials such as rubbish, sod, brush, roots, loose stumps, logs, heavy vegetation, sawdust, etc. shall not be incorporated in embankments. Rocks, broken concrete, or other solid material shall not be placed in embankment areas where piles are to be driven.

Special materials for embankments such as for inundated areas, filter beds, etc. or special backfill material may be specified elsewhere in the contract.

S-203.09.2--Preparation of Embankment Areas. Preparation of embankment areas shall be in accordance with one or a combination of the following procedures:

S-203.09.2.1. All grade points shall be undercut, back-filled with suitable excavation material, and compacted to the density for the design soil portion of embankments. The material excavated from the undercut, if suitable, shall be used in other portions of the work. The undercut at each grade point shall be approximately three feet below the subgrade in the embankment. The undercut shall be extended a sufficient distance into the cut to provide an undercut grade at the point of intersection with the subgrade of not less than three feet below natural ground. Approved undercut will be measured for payment as excavation.

S-203.09.2.2. Where a compacted old road surface containing granular materials or surface treatment is within three feet below subgrade, the old road surface shall be scarified as directed. The loosened material shall be compacted to the density specified (SV) for the design soil portion of the embankment prior to placing additional material.

S-203.09.2.3. Unless otherwise specified or directed by the Engineer, where the height of an embankment to subgrade will be three feet or less, all sod, vegetable matter, and unsuitable soil shall be removed from the surface upon which the embankment is to be constructed. The cleared surface shall be completely broken up by plowing, scarifying, or disk-harrowing to a depth of at least six inches the loosened material shall then be compacted to the density specified (SV) for the design soil portion of the embankment.

The removed vegetation and unsuitable soil shall be disposed of as directed. No measurement for payment for removal will be made unless the Engineer requires that the material be loaded and hauled for use or disposal in another area. In this case, measurement for payment will be made as provided in S-203.12.

No direct payment will be made for plowing, scarifying, or disk-harrowing under this type of preparation.

S-203.09.2.4. In areas where the height of embankment to subgrade is to be greater than three feet, all material determined by the Engineer to be unsuitable for foundation for the embankment shall be undercut and disposed of as directed. All sod on all other areas shall be thoroughly disk-harrowed before construction of the embankment. Approved undercut will be measured for payment as excavation. No direct payment will be made for disk-harrowing under this type of preparation.

S-203.09.2.5. Where embankment is to be constructed on hillsides or against existing roadway slopes, slopes which are steeper than 4:1 shall be continuously benched as the new work is brought up against the slope. Benching shall be of sufficient width to permit operation of placing and compacting equipment. Each horizontal cut shall begin at the intersection of the original ground or slope and the vertical sides of the previous cut. Material thus cut out shall be recompacted along with the new embankment material and will not be measured for payment.

S-203.09.3--Embankment Formation. After the area has been prepared as specified, the embankment shall be constructed in full width layers parallel to the finished grade.

Except as herein provided, each layer shall not exceed eight inches (loose) in thickness, and shall be spread, shaped, and compacted so that the completed embankment will conform to the required density, stability, line, grade, and cross-section.

The required stability in embankment construction shall be that which the Engineer determines can be reasonably obtained at the proper moisture content for the material being placed. Sponginess, shoving, or other displacement under heavy equipment will be considered prima facie evidence of lack of stability under this requirement.

Direct casting or similar methods will not be permitted unless authorized in writing by the Engineer. Should direct casting be authorized, all cast material shall be moved from the point where it is deposited, spread and compacted in uniform layers as specified herein.

S-203.09.3.1--Basement Soils. In low, swampy ground which will not support the weight of hauling equipment, the Engineer may permit the bottom portion of the embankment to be constructed in a uniformly distributed layer of sufficient thickness to support equipment placing subsequent layers. However, this method will not be permitted in any portion of the fill less than three feet below subgrade. (Reference Figure 1. S-100).

In areas where the embankment material is of a highly varying character, construction shall be performed so as to eliminate pockets or strata of varying materials. Each layer shall be disk-harrowed and heavily bladed for its full depth; or moved from its position of deposit by motor grader, bulldozer, or other equipment; or processed by other means to the extent necessary to eliminate pockets or strata of material of varying character. The layer shall then be shaped and compacted in accordance with these specifications.

Rock in embankment shall be distributed over the area to avoid bridging, nests, or pockets, and all interstices shall be completely filled with earth or stone fragments and compacted. Where only occasional boulders are encountered, they shall be placed near the outer slopes in lower portions of the embankment.

Where the excavated material consists predominately of rock fragments of sizes that cannot be placed in layers of the thickness specified without crushing, pulverizing, or further breaking down of pieces resulting from excavation methods, the material may be placed in layers not exceeding the thickness of the approximate average size of the rocks. The balance of the embankment shall be composed of suitable material placed in layers not exceeding eight inches in loose thickness and compacted as specified.

S-203.09.3.2--Design Soils. Each layer of the design soil shall be disk-harrowed and heavily bladed for its full depth, or processed by other approved means to the extent necessary to provide a layer of material reasonably uniform in character. Each layer shall then be shaped and compacted in accordance with these specifications. (Reference Figure 1. S-100).

S-203.09.3.3--Backfill and Embankment Formation Adjacent to Structures. Backfilling around structures shall not start until the structure has been properly cured for the minimum number of days required and permission has been granted by the Engineer to proceed with the work. The work shall be performed only under the direct supervision of the Engineer or his designated representative.

Material used shall be suitable material obtained from structure excavation or from roadway and drainage excavation or other designated material. The material shall be approved before placement, and shall be the best available from the sources. It shall preferably be nonplastic, sandy, or loamy earth and shall be free from large lumps, clods, rock, or other objectionable matter. Adequate provision shall be made for thorough drainage of all backfilling.

The backfill material shall be deposited in uniform, parallel layers on the sides of box bridges or culverts, or other structures. Each layer shall be disk-harrowed and bladed for its full depth or processed by other approved means to the extent necessary to provide a layer of material reasonably uniform in character, and shall be so placed and compacted that drainage of the layer will be away from both the longitudinal and the transverse axes of the structure. In addition, the backfill for abutments, retaining walls, wing walls, or other structures or sections thereof shall be built in layers with each layer being constructed for the full length of the unit and special precaution shall be taken to prevent any wedging action against the structure.

The material for each layer shall be uniformly compacted, preferably by approved mechanical equipment including self-powered mechanical tampers, to not less than the density required in the adjacent embankment. The work shall be conducted so as to form a berm of compacted soil of sufficient width on each side of the structure such that the berms at the top of the structure shall be at least six feet in width. The slopes of the backfill shall not be steeper than 2:1 at any point. Unless otherwise specified, backfilling shall continue to the level of the

original ground, to an elevation at least one foot above the top of the structure, or to the top of the graded section, as applicable.

The work shall be conducted in a manner so that the Engineer can make the necessary tests for compaction as the work progresses.

The Contractor shall repair, restore with new work, or make good without extra compensation all damage done to the structure as a result of the backfilling operations.

Payment for this construction is included in the contract unit price for the material with which backfill is made.

S-203.09.4--Compaction of Embankments. All embankment material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable.

It shall be the Contractor's responsibility to maintain the proper moisture content during compaction operations, and the Engineer may require moistening or drying as necessary, without additional compensation to the Contractor.

The material shall be compacted until the required density, determined in accordance with S-700.03 and S-700.04 has been attained and the embankment is stable.

Acceptance of compaction will be on a lot basis. A lot size will be based on the Contractor's hourly production rate as set out in State Aid's SOP.

For basement and design soils, the required density shall be 95.0 percent and 98.0 percent, respectively. If a density test fails within minus two percent (-2.0%), 93.0 to 95.0% or 96.0 to 98.0%, of the required density, a verification test will be performed and the average of the two tests will be the test value for the lot. If this test value does not meet the required density (95.0 or 98.0%), the lot shall be rejected. If the original test value exceeds minus two percent (-2%) of the required density, no verification test will be performed and the lot shall be rejected.

Acceptance of compaction for structural backfill will be considered a separate frame of work. The backfill at each structure up to a depth of five feet will be considered a lot. For long structures, the Engineer may specify that the backfill be divided into smaller lots. Each lot will be divided into four approximately equal sublots with two density tests taken at random on each side of the structure. The single test and the lot average shall conform to the required densities set forth above for basement soils or design soils as applicable.

The Contractor shall make allowance for shrinkage and compaction in the construction of embankment.

S-203.09.5--Tolerances. The tolerances shown below as allowable shall not prevent the work from meeting the requirements of S-105.03. The allowable vertical tolerance at subgrade elevation shall be plus or minus one-tenth foot in elevation.

The allowable horizontal tolerance at subgrade elevation will be five-tenths of a foot. The allowable tolerance from staked slopes on fills will be plus or minus five-tenths foot horizontally for each 10 feet of fill height except where surplus excavation is required or permitted by the Engineer to be used for uniformly widening embankments or flattening slopes. In these cases, tolerances will be modified accordingly.

S-203.10--Settlement by Blasting. The procedures for formation and enforced subsidence of embankment through muck areas by blasting will be designated elsewhere in the contract when such methods are required.

S-203.11--Maintenance of Earthwork. The Contractor shall satisfactorily maintain all portions of the work until the completion and acceptance of the contract. (Reference is made to S-105.14, S-105.15, and S-105.16). The Contractor shall replace, restore, or reconstruct without extra compensation all portions, including materials, determined by the Engineer to have been displaced or damaged due to carelessness or negligence on the Contractor's part. Carelessness or negligence may include but not be limited to inadequate drainage; failure to remove forms or obstructions; failure to properly prosecute and complete work within the time specified in the contract; neglecting to establish erosion control items; failing to provide continuous maintenance as required under S-105.14; or other avoidable causes for displacement or damages.

If the Engineer determines that the work has been properly prosecuted, constructed, protected, and maintained and earthwork damage is caused by the action of the elements, the Contractor may be paid at the contract unit prices for excavation material, if applicable, required in making repairs.

COMPENSATION

S-203.12--Method of Measurement. Items of excavation listed in the proposal will, unless otherwise stipulated, be measured as follows:

S-203.12.1--Final Measurement (FM). Whenever this method of measurement is used, the excavation will be measured in its original position and the material actually removed, as ordered as hereinbefore prescribed, shall be computed by the method of average end areas of the sections by plotting or superimposing the final cross-section elevations and measurements onto the original plan cross-sections.

S-203.12.2--Plan Measurement (PM). Whenever this method of measurement is used, cross-section templates, reflecting the grades, slopes and sections shown in the original plans, will be plotted or superimposed onto the original plan cross-sections. The excavation volume delineated by these cross-section templates will then be computed by the method of average end

areas. If the excavation and embankment work can be completed according to the grades, slopes and sections shown on the original plans, then the quantity computed as set out above and shown on the original plans will be the measurement for final payment.

If, during construction, however, the Engineer finds it necessary to change the grades, slopes and sections to effect a balancing of excavation and embankment quantities, or if such changes are ordered for any other reasons, cross-section templates reflecting the revised grades, slopes and sections will likewise be plotted or superimposed onto the original plan cross-sections. The excavation volume, delineated by these revised sections, will then be computed by the method of average end areas and the revised quantities so computed and reflecting any increased or decreased volume will be the measurement for final payment.

The Engineer reserves the right to measure the completed work, in whole or in part, by Final Measurement (FM) in which case the Final Measurement method shall govern.

Plan Measurement (PM) shall not be used for channel changes, bridge abutments or other isolated areas of excavation.

S-203.12.3--Loose Vehicle Measurement (LVM). Whenever this method of measurement is specified, the excavation will be measured in the hauling vehicle at the point of deposit, in accordance with S-109.

S-203.12.4--Muck Excavation. Measurement for muck excavation will be made as for other excavation when practicable. When ordinary methods of measurement are not practicable, the volume of muck excavation shall be the actual volume of the prism of earth required to construct the embankment up to an elevation coincident and parallel to the original ground line of the muck area, as determined by borings during the construction or after completion of the embankment.

S-203.12.5--Rock Excavation. When the contract contains an item of rock excavation, the Contractor shall immediately notify the Engineer when rock excavation, as defined, is encountered during the progress of the work, so that the necessary measurement may be made for determining the volume removed.

S-203.12.6--Undercut. Undercut required by the Engineer prior to replacement of embankment material that is unsuitable for placement in outer portions of embankment slopes will be measured by the cubic yard (FM).

S-203.12.7--Final Measurement-Embankment (F.M.E.). Required embankment constructed of Borrow Excavation (F.M.E.), properly constructed, maintained and accepted, will be measured in its final position by the cubic yard, average end area method, within allowable tolerances, complete-in-place. Subsidence if it occurs will not be measured for payment.

S-203.13--Basis of Payment. Items in this section, measured in accordance with S-203.12, will be paid for at the contract unit price per cubic yard, which shall be full compensation for completing the work as specified except that payment for Contractor Furnished Borrow material will also include additional requirements as specified in S-106.02.2.

Payment will be made under:

S-203-A: Unclassified Excavation (_____) - per cubic yard
PM, FM or LVM

S-203-B: Rock Excavation (_____) - per cubic yard
FM or LVM

S-203-C: Blank

S-203-D: Muck Excavation (FM) - per cubic yard

S-203-E: Borrow Excavation (Contractor Furnished LVM, Class_____) - per cubic yard

S-203-E1: Borrow Excavation (F.M.E.) (Contractor Furnished) (Class_____) - per cubic yard

S-203-F: Channel Excavation (_____) - per cubic yard
FM or LVM

S-203-G: Special Excavation (_____) - per cubic yard
FM or LVM

S-203-H: Excess Excavation (_____) - per cubic yard
FM or LVM

S-203-I: Surplus Excavation (_____) - per cubic yard
FM or LVM

S-203-J: Stripping Excavation (FM) - per cubic yard

**VII. Special Provision 901-S-401-2
Plant Mix Pavements (HMA)--General
Marshall Design Mixtures**

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: February 5, 2008

SUBJECT: Hot Mix Asphalt (HMA) Pavements – Marshall Mixtures

The MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION is hereby supplemented as follows:

Section S-401 – Plant Mix Pavements (HMA) – General, of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, is hereby amended as follows and is applicable for HMA mixtures designed using the Marshall Method.

SECTION 901-S-401 –HOT MIX ASPHALT (HMA) Marshall Mixtures

Delete Subsection S-401.01 and replace with the following:

901-S-401.01--Description. This work consists of the construction of one or more lifts of hot mix asphalt (HMA) designed and controlled using the Marshall Method 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.

It is the intent of this special provision to only revise those sections of S-401 which would not be applicable for mixtures designed by the Marshall Method. Those sections in the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, not addressed or revised herein or otherwise applicable to Marshall Method designed mixtures shall remain in force as written or shall not be considered applicable to this special provision. Where conflicts exist between this special provision and the standard specifications, this special provision shall govern for mixtures designed and placed by the Marshall Method.

Delete Subsection S-401.02.1.2 -- Aggregates in toto and replace with the following:

901-S-401.02.1.2--Aggregates. The source of the aggregates shall meet the applicable requirements of S-703, Subsections 901-S-401.02.1.2.1, 901-S-401.02.1.2.2 and 901-S-401.02.1.2.3 below, and as specified herein.

The several aggregate components, including mineral filler and other materials when required, shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the gradation requirements of the specific type mixture under contract. Pre-mixing of aggregate fractions by controlled methods may be permitted to produce a more workable component which contributes to the gradation requirements of the job-mix formula. Bituminous material within the percentage limits designated for the specific type mixture shall be combined with the other components of the mixture.

The HMA mixture shall conform to the types set forth in 901-S-401.02.1.2.3.2, Table A. The type of mixture is the Contractor's option except when a specific type or types are designated in the contract.

The overall limits set out in 901-S-401.02.1.2.3.2, Table B, encompass the extreme limits for material or combinations of materials from all possible sources, and closer controls appropriate to the job materials shall be established for each specific mixture required under any contract in accordance with a job-mix formula established as set out in 901-S-401.02.3.2 below.

901-S-401.02.1.2.1--Coarse Aggregate (Material Retained on No. 8 Sieve).

Bituminous Base (BB-1)

Coarse aggregate shall be crushed stone, slag or granite; shell; expanded clay; expanded shale; crushed gravel (or combination of crushed and uncrushed) or combination thereof as set forth in Table A of 901-S-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

Individual sources of coarse aggregate shall conform to the following quality requirements:

1. Percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.
2. Except for expanded clay and shale, the coarse aggregate shall have a minimum dry rodded unit weight of 70 pounds per cubic foot when tested in accordance with AASHTO Designation: T 19.
3. The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

Coarse aggregate when combined with other aggregate fractions in the proper proportions shall conform to the requirements of 901-S-401.02.1.2.3.1 and the job-mix formula.

Leveling, Binder, and Surface Courses

Coarse aggregate shall be crushed gravel (or combination of crushed and uncrushed gravel), slag, stone or granite; shell; expanded clay; expanded shale or combination thereof as set forth in TABLE A of 901-S-401.02.1.2.3.2. Crushed reclaimed concrete pavement shall also be allowed as a coarse aggregate provided it meets the quality requirements below and the final product produced therefrom meets all other specification requirements.

With written permission of the Engineer, the specified surface course may be substituted for an underlying course. In this case, any crushed coarse aggregate or blend of crushed coarse

aggregates without regard to a particular type of mix may be used. Provided, however, that the aggregates and the resulting mixture meet all other requirements for specified surface course including crushing and fractured face requirements. Surfaces mixtures (SC-2) shall not be allowed in lower courses with the exception of thin leveling sections.

The percentage of wear shall not exceed 45 when tested in accordance with AASHTO Designation: T 96.

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, and crushed slag used in the surface course shall have a dry rodded unit weight of not more than 90 pounds per cubic foot except the maximum unit weight is waived for chromium slag.

The coarse aggregate shall be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

For surface course, the percent of thin or elongated pieces shall not exceed 15 by weight when tested in accordance with S-703.01, and the percentage of loss shall not exceed 20 when tested for soundness using magnesium sulfate in accordance with AASHTO Designation: T 104.

Crushed gravel, Class III, shall be the product resulting from crushing gravel aggregate of which no less than 98 percent is retained on the 3/8-inch sieve prior to crushing, and after crushing 100 percent passes the 3/8-inch sieve and no less than 65 percent passes the No. 4 sieve.

Shell shall consist of durable, washed particles of dead clam or dead reef oyster shell, or combination thereof. The shell shall be free of objectionable matter such as sticks, mud, clay lumps, cannery or live shell, or other deleterious matter. Not more than five percent by weight of the dredged material shall pass the No. 200 sieve; any such material shall be dispersed throughout the mass.

901-S-401.02.1.2.2--Fine Aggregate (Material Passing the No. 8 Sieve).

Bituminous Base (BB-1)

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement or combinations thereof. Fine aggregate, when manufactured, shall be manufactured from material meeting the quality requirements for coarse aggregate, and it shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

When the fine aggregate is combined with other aggregate fractions in the proper proportion, the resultant mixture shall meet the requirements of 901-S-401.02.1.2.3.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate, shall be from an approved source.

Leveling, Binder, and Surface Courses

Fine aggregate shall consist of hard, durable particles of naturally disintegrated rock; material obtained by crushing stone, slag or gravel; stone or slag screenings; reclaimed concrete pavement; or combinations thereof. The amount of uncrushed fine aggregate permitted in the combined aggregate blend shall conform to the limitations in 901-S-401.02.1.2.3. Fine aggregate shall be free of lumps of clay and friable particles, loam, organic or foreign matter.

Fine aggregate produced by crushing stone, slag or gravel shall be manufactured from aggregate meeting the quality requirements of coarse aggregate.

Individual sources of fine aggregate shall be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate shall contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

Individual fine aggregate components shall be of such consistency and dryness that a uniform and even flow from the cold feed will be provided.

Fine aggregate when combined with other aggregate fractions in the proper proportions shall meet the requirements of 901-S-401.02.1.2.3 and the job-mix formula.

Fly ash, when used as a portion of the fine aggregate to obtain desired properties of the mixture, shall be from an approved source.

901-S-401.02.1.2.3--Combined Aggregate Blend.

901-S-401.02.1.2.3.1--General. The several aggregate fractions for the mixture shall be sized, graded and combined in such proportions that the resultant composite blend will meet the gradation requirements of 901-S-401.02.1.2.3.2, TABLE B.

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 bituminous base, leveling and binder courses shall not exceed 1.0 percent, and for the surface course shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

Mineral filler and/or fly ash, when used to obtain desired properties of the mixture shall not exceed 3.0 percent by weight of the total aggregate blend.

The ratio, by weight, of dust (material passing No. 200 sieve) to asphalt binder shall be not less than 0.8 nor more than 1.6.

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.

At least 70 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous base courses.

At least 80 percent by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces for bituminous leveling and binder courses.

At least 90 percent, by weight, of the combined mineral aggregate retained on the No. 4 sieve shall have two or more mechanically fractured faces for bituminous SC-1 Surface Mixtures.

Uncrushed natural sand shall pass the 3/8-inch sieve and the content shall not exceed 20 percent by weight of the total mineral aggregate except for RAP.

901-S-401.02.1.2.3.2--Tables.

TABLE A specifies the types and coarse aggregate combinations for bituminous base and pavements.

TABLE B specifies the gradations of the combined aggregates for bituminous bases and pavements. The job-mix formula, excluding allowable tolerances in TABLE C, shall be within the limits of TABLE B. Unless otherwise designated on the plans or in the contract documents, the gradation number shall be as follows:

Bituminous Base: Number BB-1
Leveling and Binder Course: Number BC-1
Surface Course and Leveling: Number SC-1 and SC-2

TABLE C lists the maximum tolerances allowed for any one test of gradation and asphalt content from the job-mix formula.

TABLE D lists the minimum percent Voids in Mineral Aggregate (VMA) allowed for design and plant produced mixtures.

TABLE A

OPTIONAL AGGREGATE TYPES

Type Construction	Bituminous Base Course	Leveling and Binder Courses	Surface Course
Coarse Aggregate:	Mixture Type Number		
Crushed Limestone	1	1	
Crushed Slag	2	2	
Crushed Granite	3	3	
Shell	4	4	
Expanded Clay or Expanded Shale	5	5	
Crushed Gravel or combination of crushed and uncrushed gravel combined with any coarse aggregate (Note 1)	6	6	
Crushed Gravel or combination of crushed and uncrushed gravel combined with Limestone or Slag (Note 1 & 2)	7	7	
Crushed Gravel combined with Limestone or Slag (SC-1) (Note 3)			8
or Crushed Gravel (Class III) combined with Limestone or Slag (SC-2) (Note 3)			8
Crushed Gravel (Class III) (SC-2) (Note 4)			9

Note 1: At least 70% for bituminous base courses and 80% for bituminous leveling and binder courses by weight of the combined mineral aggregate retained on the No. 4 sieve shall have one or more mechanically fractured faces.

Note 2: At least 20% of the total combined aggregate by weight shall be limestone or slag.

Note 3: 20 to 50% of the total combined aggregate by weight shall be limestone or slag of which 20 to 45% shall pass the No. 8 sieve. Used for SC-1 or SC-2 Mixes.

Note 4: Type 9 may be used only when designated or specified as an optional type in the contract. Used for SC-2 only.

TABLE B

**DESIGN MATER RANGE
Percent by Weight Passing Sieves**

Number Sieve Size:	BB-1	BC-1	SC-1	SC-2
1 ½ inch	100			
1 inch	83-100			
¾ inch		100		
½ inch	56-95	82-100	100	
3/8 inch		71-91	87-100	100
No. 4	29-70	40-73	54-80	69-100
No. 8	19-54	26-58	32-63	47-95
No. 16				30-76
No. 30	8-30	9-30	12-33	18-58
No. 50	4-20	6-20	6.-20	9-42
No. 200	2-10	2-10	2-10	4-10
Min. % A.C. by Wt. of Mix.*	4.0	4.0	4.0	4.0

*The actual percent of asphalt will be designated in the job-mix formula.

TABLE C

**TOLERANCES FROM JOB-MIX FORMULA
(Maximum for Any One Test)**

Sieve Sizes	Tolerances Percent (±)
Passing 3/8 inch and larger sieves	6
Passing Nos. 4, 8, and 16 sieves	5
Passing Nos. 30 and 50 sieves	4
Passing No. 200 sieve	1.5
Percent Asphalt Cement	0.4
Voids in Mineral Aggregate (VMA)	1.0

TABLE D

MINIMUM VOIDS IN MINERAL AGGREGATE (VMA)

Nominal Maximum Size*	VMA Minimum Percent
No. 4	17.0
3/8 Inch	15.0
1/2 Inch	14.0
3/4 Inch	13.0
1 Inch	12.0

Delete Subsection S-401.02.1.4 and replace with the following:

901-S-401-02.1.4--Miller Filler. Mineral filler shall meet the requirements of S-703.16.

Delete Subsection S-401.02.1.6--Asphalt Admixtures in toto and replace with the following:

901-S-401-02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of S-702.08, except that the minimum Tensile Strength Ratio (TSR) when tested in accordance with Mississippi Test Method MT-63 shall be 85.

901-S-401-02.3.1--Replace table for RAP percentages allowed with the following:

HMA Mixture	Maximum percent RAP By total weight of mix
BB-1	30
BC-1	30
Leveling	30
SC-1	15

Delete Subsection S-401.02.3.1.1--Mixture Properties in toto and replace with the following:

901-S-401-02.3.1.1--Mixture Properties. Marshall Stability of proposed HMA mixtures, when tested in accordance with Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures, shall be 1500 pounds for base, leveling, and binder mixtures and 1800 pounds for surface mixtures when subjected to seventy-five (75) blows of a Standard Marshall Hammer on each end of the specimen and tested at a temperature of 140°F.

The total percent air voids in the completed mixture shall be within the range of 3-5.

The ratio, by weight, of dust (material passing the No. 200 sieve) to asphalt binder shall not be less than 0.8 nor more than 1.6 for all mixtures.

Delete Subsection S-401.02.3.2--Job Mix Formula in toto and replace with the following:

901-S-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method MT-35.

The job-mix formula for each mixture shall establish a single definite percentage of aggregate, including mineral filler, hydrated lime, and other materials when required, passing each required sieve size, and a single definite percentage of bitumen to be added to the aggregate and a single definite temperature at which the mixture is to be discharged from the mixer.

At least fifteen (15) days prior to the proposed use of each mixture to be supplied and placed under the contract, the Contractor shall submit in writing to the Engineer for his approval, a single (one) proposed job-mix formula or request the transfer of a verified job-mix formula for each mixture. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

Prior to the use of each such mixture, the Contractor shall make available materials, conforming to the material specifications and proposed for use in the mixture, for sampling and testing by a State Aid approved laboratory, as the Engineer may consider necessary to determine approval or disapproval of the Contractor's job-mix formula, or the establishment of a proposed job-mix formula by the Engineer in lieu thereof. The following information shall be forwarded for each mix submitted.

- (1) The specific project for which the mixture will be used.
- (2) The source and description of each material component (virgin & reclaimed) to be used in the mixture.
- (3) A sample of each component (including anti-stripping agent) proposed in the mixture.
- (4) The gradation and proportions of the materials to be combined in the mixture.
- (5) A percentage of the combined aggregates passing each specified sieve and a graphical plot of the combined aggregate gradation on a 0.45 power chart shall be attached. A percentage of asphalt by weight of the total mix intended to be incorporated in the completed mixture.
- (6) A proposed temperature at which the mixture is intended to be discharged from the plant.
- (7) A copy of the current temperature viscosity curve for the asphalt binder used in the mix.
- (8) The name of the Contractor's representative responsible for the quality control of the mixture during production.
- (9) Accompanying design curves and other laboratory test data to show that the completed mixture will conform to the requirements for stability, flow, workability, density, and all other criteria specified in the contract.

A State Aid approved laboratory will perform the tests necessary for verification of a proposed job-mix formula or transfer for each required mixture at no charge to the Contractor; however, a charge will be made for additional job-mix formulas submitted by the Contractor for review. The Contractor will be charged for the tests conducted on submitted materials that will not blend into an approvable job-mix formula and the materials submitted for additional job-mix formulas. Likewise, the Contractor will be charged for any additional transfers of approved mixes after

tentative approval of a mix for a particular course has been given. Where the Contractor requests more than one job-mix for any course, only the job-mix used on the project will be furnished at no charge to the contractor.

In the case of a small quantity, under 200 tons, for a single pay item of bituminous mixture, as indicated in the proposal, is produced and supplied by an established plant, the approval of a job-mix formula shall be at the discretion of the Engineer, based on known satisfactory production of similar mixes made from materials previously tested and approved for other work; or, at the discretion of the Engineer, tested and approved for the work for which the job-mix formula is under consideration. Acceptance of the job-mix formula shall, also, be contingent upon proper placement qualities at the time the mixture is used in the work.

In the event the Contractor fails to submit a proposed job-mix formula sufficiently in advance of its proposed use for the Engineer to determine approval or non-approval, a job-mix formula will be established by the Engineer at the earliest practical time.

In all cases, determination of the job-mix formula to be used will be made by the Engineer and will be based on resistance to stripping, stability, flow, VMA, total voids, workability, density, skid resistance, and any other criteria specified for the mixture complete in place; it will be based also on the materials submitted but if the specified or desirable properties cannot be obtained, other materials shall be submitted by the Contractor. It shall be fully understood that the amount of bitumen approved or established for the job-mix formula shall be determined by the Engineer as being that most compatible with the desired characteristics of the mixture and in consideration of the percentage of materials passing the No. 200 sieve. The ranges of the components of the HMA mixture set out in 901-S-401.02.1.2.3.2-Table "B" shall have no bearing upon the determination of the percentage established for the job-mix formula, except that no job-mix formula will be approved or established having permissible ranges outside of the master range for the particular mixture.

The job-mix temperature shall be the lowest temperature that is considered to be satisfactory to obtain the desired mixture.

No mixture will be accepted for use, nor shall any mixture be placed until the Engineer has established or approved a "tentative" job-mix formula for the particular mixture.

The job-mix formula thus approved or proposed from the laboratory test results shall be considered as "tentative" until a sufficient amount of the mixture has been actually processed through the plant, spread and compacted to determine by tests the necessity and effectiveness of corrections and adjustments to the plant operation, and to spreading and compaction procedures.

When a change in source of materials, unsatisfactory results 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.

The tentative job-mix formula, with its adjustments to plant operation and spreading and compaction procedure when required, will be considered as conditionally approved until it is rejected, or its approval is confirmed by the Engineer.

After approval of the tentative job-mix formula is confirmed by the Engineer, the mixture furnished for the project shall conform thereto within the range of tolerances specified for the particular mixture. No change in properties or proportions of any ingredient of the mix 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.

The approved job-mix formula may be transferred for use on other contracts under the conditions set out in the Office of State Aid Road Construction's S.O.Ps.

Delete Subsection S-401.02.4--Substitution of Mixture in toto and replace with the following:

901-S-401.02.4--Substitution of Mixture. Except as otherwise specified in the contract, any HMA mixture specified in the contract for a course required above the course being placed may be substituted in lieu of the mixture specified for the course being placed, provided the course constructed with the substituted mixture meets the composition and physical requirements, complete-in-place and accepted, for the mixture being used or for the mixture for which the substitution is being made, and will be measured and paid for as provided for the course being placed. Density requirements will be as specified for the course for which the substitution is made. 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 laying thickness for the particular substituted mixture. Unless designated otherwise in the contract, the minimum laying thickness of any HMA course shall be not less than twice the nominal maximum sieve size for the aggregate used.

Change the title for Subsection S-401.02.5--Contractor's Quality Management Program as follows:

901-S-401.02.5--Contractor's Quality Control.

Delete Subsection S-401.02.5.1--General in toto and replace with the following:

901-S-401.02.5.1--General. The Contractor shall have full responsibility for quality control. The Contractor shall provide and maintain a quality control system that will furnish reasonable assurance that the HMA mixtures as well as all component materials incorporated in the work conform to the contract requirements whether manufactured or produced by the Contractor or procured from suppliers of subcontractors. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials to produce the specified job-mix and other physical characteristics. When quality control testing indicates a trend toward borderline values, the Contractor shall initiate immediate action to reverse the trend. When quality control testing confirms non-conformance to specified values, the Contractor shall take immediate corrective action or cease operations.

The Contractor's quality control shall include the following:

1. Determination of fractured face content of aggregates retained on the No. 4 sieve for base, binder, leveling and SC-1 surface mixtures at a minimum of one test per day of production.
2. Moisture tests on aggregate stockpiles at a minimum of one test per half day of production.
3. Extraction tests for gradation determination at a minimum of one test per half day of production. Gradation tests of combined aggregates may be sampled from conveyor belt or other approved sampling methods.
4. Determination of stability, total voids, Voids in Mineral Aggregate (VMA) and bulk specific gravity on laboratory compacted Marshall Specimens at a minimum of one test per half day of production.
5. Asphalt content using nuclear gauge or ignition oven at a minimum of three tests per day of production.
6. Stripping tests at 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 anti-strip 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.
7. Density tests as necessary to verify compaction (minimum of 3 per day).
8. Quality control charts, up-to-date and posted in a readily observable location.

At the beginning of placement for each course, except for temporary work of short duration and bridge replacement projects having 500 linear feet or less of pavement on each side of a structure, the Contractor shall construct a test strip of a maximum four hours duration for the purpose of evaluating the properties of the HMA mixture and determining maximum compaction of the mixture. When there are multiple bridge sites on a bridge replacement project, each site will be considered separately. At least one density growth curve shall be established within the test strip. If the test results are satisfactory, as approved by the Engineer, operations may resume. If unsatisfactory, appropriate adjustments shall be made, or a new job-mix formula obtained, and another test strip shall be constructed.

The rolling pattern established during construction of the test strip is to be used by the Contractor as a guide. When conditions change, variation from the rolling pattern may be necessary to maintain specification requirements, in which case a new rolling pattern shall be established.

Delete Subsection S-401.02.5.3--Testing Requirements in toto.

Delete Subsection S-401.02.5.4--Documentation in toto.

Delete Subsection S-401.02.5.5--Control Limits in toto.

Delete Subsection S-401.02.5.6--Warning Limits in toto.

Delete Subsection S-401.02.5.8--Action and Adjustments in toto.

Delete Subsection S-401.02.6.1--General in toto and replace with the following:

901-S-401.02.6.1--General. Acceptance for mixture quality (VMA, total voids, asphalt content and stability) will be based on random samples tested in accordance with Subsection 901-S-401.02.6.2 and 901-S-401.02.6.3 below. Pavement densities and smoothness will be accepted by lots as set out in S-401.02.6.4, S-401.02.6.5 and S-403.03.2.

Delete Subsection S-401.02.6.2—Test for Mixture Quality in to and replace with the following:

901-S-401.02.6.2--Test for Mixture Quality. The rounding of test results will be in accordance with S-700.04.

The mixture will be accepted at the plant with respect to VMA, total voids, asphalt content and stability based on tests of HMA mixture samples obtained from trucks and run by state certified technicians or State Aid approved laboratory. At least one sample will be obtained at random for each three hours' production or fraction thereof with a maximum of three samples for a full day's production. When a test fails to meet the specified requirements, the Contractor will be notified immediately and a verification test will be performed. If the verification test confirms the failure, the Contractor shall make the necessary corrections or adjustments to meet the specifications. If the next regularly scheduled random acceptance sample indicates that the failure has not been corrected, operations will be suspended until corrections or adjustments are made. Nonconforming mixture placed on the roadway prior to correcting will be accepted or rejected by the Engineer in accordance with S-105.03, and payment will be made as set out below in Subsection 901-S-401.02.6.3. The Engineer may increase the testing frequency as necessary to assure conformity to the specifications.

The Engineer will determine acceptability of the combined aggregate blend based on testing personnel extraction tests of bituminous mixture samples obtained from trucks. At least one sample will be obtained at random for each day of production. When characteristics of the mixture indicate a change in gradation, additional tests will be performed as necessary to insure conformance to gradation requirements. When gradation is out of tolerance, the Contractor shall make necessary corrections or adjustments to meet the job-mix formula. Gradation must be in tolerance within a maximum production time of three hours as evidenced by an additional test or operations shall be suspended.

The Engineer will determine conformance to the specifications for Class III crushed gravel for surface mixture (SC-2) prior to incorporation in the work. At least one test will be performed at random during each week's production. One test will include an analysis of the gradation prior to and after crushing. Such aggregate not meeting the crushing requirements of the specifications will not be permitted in the work.

The Engineer will determine conformance to the specification requirements for crushed aggregate in base, leveling, binder and SC-1 surface mixtures prior to approval of a job-mix formula, at beginning of production and thereafter, at least one random test during each week's production. A failing test will be reported immediately, and the Contractor shall make necessary corrections. If the corrections are not made within a maximum production time of three hours, as evidenced by results of another test, production shall be suspended until corrections are made.

Delete Subsection S-401.02.6.3--Acceptance Procedure for Mixture Quality in toto and replace with the following:

901-S-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.

Each course will be accepted by lots. Material produced and placed during test strip(s), for each course will be designated as separate lots. Otherwise, the size of a lot will be designated as a day's run unless terminated by the Engineer. When less than a day's production and one or more tests have been made for VMA, total voids, asphalt content and stability, the work will be considered a lot. When less than a day's production and no tests have been made for VMA, total voids asphalt content and stability, the work will be included in the previous lot.

The bituminous mixture will be tested in accordance with the following procedures:

1. Voids in Mineral Aggregate (VMA) will be calculated in accordance with Mississippi Test Method: MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the bulk gravities of the aggregate components shown on the mix design.
2. Total air voids in the compacted mixture will be determined in accordance with Mississippi Test Method MT-35 using the bulk specific gravity of the compacted specimen prior to testing for stability and the maximum specific gravity of the uncompacted mixture determined from field laboratory tests.
3. Stability--Mississippi Test Method: MT-34, Marshall Stability Values of Compacted Bituminous Mixtures.
4. Asphalt Content--Mississippi Test Method MT-6, Nuclear Determination of Bitumen Content of paving Mixtures, or Incinerator oven per AASHTO Designation: T 308, Method A.
5. Mixture Gradation--Mississippi Test Method MT-31.
6. Density—AASHTO Designation: T 166, Bulk Specific Gravity of Compacted Bituminous Materials, or Mississippi Test Method MT-16 (Method C), Nuclear Method for Field In-Place Density Determination, except leveling courses and temporary work of short duration will be determined only by AASHTO T 166. When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 or Mississippi Test Method: MT-16 (Method C) will be used for density determination. (Note - The nuclear gauge shall be correlated with the average of five pavement sample densities.)
7. Extractions shall be run to determine acceptability of the combined aggregate blend of samples of the bituminous mixture obtained from trucks. At least one sample will be obtained at random for each day of production.

Bituminous mixture placed prior to correction for deficiencies in VMA, total voids, stability, or asphalt content, as required above, and determined by the Engineer in accordance with S-105.03 to be satisfactory to remain in place, will be paid for at 90% of the contract unit price.

Delete Subsection S-401.02.6.4--Acceptance Procedure for Density in toto and replace with the following:

901-S-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot basis from density tests performed by the Engineer. Material produced and placed during test strip(s) for each course will be designated as separate lots. Otherwise, the lot will be designated as a day's production unless terminated by the Engineer. When less than a day's production and one or more tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be considered as a lot.

When less than a day's production and no tests have been made for each of the characteristics of VMA, total voids, asphalt content and stability, the work will be included in the previous lot. Each lot will be divided into five approximately equal sublots. One density test will be taken at a random location in each of the sublots in accordance with State Aid SOP. When a nuclear density test of a subplot does not meet specified density requirements, two additional tests will be taken within a one-square-yard area of the first test. The average of the three tests shall be the density of the subplot, except when removal of the subplot or a portion thereof is required as set out below. The average of the five subplot density tests will be the test value for the lot. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient.

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor shall make the necessary correction to plant and/or mixture to conform to the specified density requirements. If the next lot or portion thereof, shows that corrections have not been made, the Contractor's operation will be suspended until such corrections are made. After a suspension of operations, a new test strip will be required during which the Contractor shall develop a new rolling pattern for compaction to specification requirements. Payment for the mixture placed prior to making correction will be made as set out below.

When determined that the density of a subplot is below 90.0 percent of maximum density, the subplot or portion thereof with a density outside these limits shall be removed and replaced at no additional cost to the project. The density will be verified from a pavement sample taken within a one-square yard area of the original nuclear gauge test and tested in accordance with AASHTO Designation: T 166 prior to requiring removal and replacement.

The limits of removal will be established from pavement sample densities. Any required removal shall be full lane width and not less than 50 feet in length. A corrected subplot will be tested for approval and determination of the average test value for the lot in accordance with State Aid SOP. No resampling will be performed when pavement samples are used for determining density.

When test strip(s) are not required on bridge replacement projects, either AASHTO Designation: T 166 of Mississippi Test Method: MT-16 will be used for density determination. (Note - The Nuclear gauge shall be correlated with the average of five pavement sample densities.)

When determined that a lot density is below 92.0 percent but not lower than 90.0 percent of maximum density, the Contractor will have the right to remove and replace the subplot or sublots

not meeting specified density requirements in lieu of accepting reduced payment for the lot as determined in accordance with the provisions set out in the following paragraph.

Each lot of work found not to be in conformity with the density requirement of not less than 92.0 percent (92.0%) may remain in place with a reduction in payment as set out in the following table:

PAYMENT SCHEDULE FOR COMPACTION

Lot Density*

Pay Factor	% of Maximum Density
1.00	above 97.0
0.90	above 92.0
0.75	91.0 – 91.9
	90.0 – 90.9

*Any lot, subplot or portion thereof with a density of less than 90.0 percent (90.0%) of maximum density shall be removed and replaced at no additional cost to the Project.

** Field density greater than 97 percent - Plant corrections and/or mixture corrections shall be made by the Contractor or operations will be suspended until corrections are made as provided in Subsections 901-S-401.02.6.1, 901-S-401.02.6.2, and 901-S-401.02.6.3. Mixtures placed prior to corrections or suspension will receive 100 percent pay.

Delete Subsection S-401.03.9 in toto.

After Subsection S-401.03.13--Pavement Samples add the following subsections:

901-S-401.03.14--Method of Measurement. Marshall Design Hot Mix Asphalt (HMA), complete-in-place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of S-401.03.2.1.11.

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 S-407.06.

The quantity of HMA mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any excavation required for widening will not be measured for payment; the 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.

901-S-401.15--Basis of Payment. Subject to the adjustments set out in 901-S-401.02.6.3 and 901-S-401.02.6.4, Marshall Design Hot Mix Asphalt (HMA), complete-in-place, accepted, and 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.

901-S-401.03.15.1--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in S-403.03.3 and the average thickness of all cores from lots representing a day's production is more than 3/8 inch 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:

$$\begin{array}{l} \text{(Individual Day's} \\ \text{L.S. Reduction)} \end{array} \times \begin{array}{l} \text{(Monetary Value of the Day's} \\ \text{Surface Lift Production)} \end{array} = \begin{array}{l} \text{(D - } 3/8\text{)} \\ \text{ST} \end{array}$$

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 lift

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

901-S-401.03.15.2--Pay Items. _____

Payment will be made under:

- 901-S-401-A: _____ Hot Mix Asphalt Base Course, (BB-) -- per ton
- 901-S-401-A (W): _____ Hot Mix Asphalt Base Course, (Trench Widening), (BB-), -- per ton
- 901-S-401-B: _____ Hot Bituminous Pavement Leveling Course, (BC-___), (Type ___ - per ton
- 901-S-403-C: _____ Hot Bituminous Pavement Binder Course, (BC- ___), (Type___ -- per ton
- 901-S-403-D: _____ Hot Bituminous Pavement Surface Course, (SC ___), (Type___ --per ton

VIII. Rankin Landing



Bidders please note:

At a minimum, pages 50 through 60 must be returned with the Bidder's Bid Proposal.

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

BID PROPOSAL

Pearl River Valley Water Supply District
Ridgeland, Mississippi

DATE February 13, 2019

PROPOSAL OF Walters Construction Co Inc.
(Name of Bidder)

2051 HWY 84 East Laurel, MS 39443
(Address of Bidder)

for Asphalt Overlay and Base Repairs.

The documents on which this Proposal is based include the Request for Bids, Bid Forms, General Conditions, Supplementary Conditions, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: PEARL RIVER VALLEY WATER SUPPLY DISTRICT
POST OFFICE BOX 2180
RIDGELAND, MISSISSIPPI 39158

Gentlemen:

The following Bid Proposal is submitted on behalf of the undersigned Bid(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Request for Bids, Bid Forms, General Conditions, Supplemental Conditions, and any and all Addenda thereof.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed Work and have inspected the locations and conditions of existing structures or other facilities within the District or adjacent thereto which may be affected by the proposed work and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Bid.

In accordance with the requirements of the Bid, I (we) propose to furnish all necessary equipment, labor, tools, and other means of construction/repair and will do all Work called for by the Bid.

Company Walters Construction Co Inc.

Telephone Number/email scottie@waltersconstructionco.com 601-428-5515

Bidder acknowledges receipt of the following Addenda:

No. 1 Dated 2/11/18

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

Bidder agrees to supply the services not to exceed the price below in accordance with the terms, conditions, and specifications contained in this proposal. The Bid prices will include all surveys, mobilization, materials, labor, etc., to perform the operations beyond each item being specified.

Bidder must deposit with his proposal a bid bond or certified check in amount equal to five percent (5%) of his Bid, payable to the Pearl River Valley Water Supply District as Bid security. The successful Bidder will be required to furnish contract bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The following is my/our proposal for the **ASPHALT OVERLAY AND BASE REPAIRS FOR RANKIN LANDING.**

ADDENDUM NO. 1

**Pearl River Valley Water Supply District
Asphalt Overlay and Base Repairs for Rankin Landing
PRV# 18-600-9-04**

The following changes are hereby made to the Contract Documents for the referenced project.

1. Add the following sentence to Section II. B. Scope of Work:

Transitional milling is required and is to be an absorbed item. Transitional milling is required along the concrete boat ramp, along the concrete curb to the east of the entrance road, and along the entrance road to make a seamless transition between the two surfaces.

*****END OF ADDENDUM NO. 1*****

BID SCHEDULE

Pearl River Valley Water Supply District-Asphalt Overlay and Base Repairs for Rankin Landing
 Mississippi Standard Specifications for State Aid Road and Bridge Construction
 Rankin County

SITE	ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
------	-------------	-------------	------	----------

Rankin Landing

S-203-A	Unclassified Excavation (FM)	C.Y.	33.0
901-S-401-A	Hot Mix Asphalt Base Course, (BB-1), (Type 6)	TON	65.0
901-S-403-D	Hot Bit. Pavement Surface Course, (SC-1), (Type 8)	TON	651.0

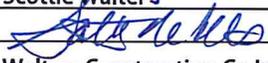
Project Totals for Rankin Landing

	<u>UNIT PRICE</u>	<u>TOTAL</u>
S-203-A Unclassified Excavation (FM) C.Y. 33.0	<u>112.00</u>	<u>3,696.00</u>
901-S-401-A Hot Mix Asphalt Base Course, (BB-1), (Type 6) TON 65.0	<u>157.00</u>	<u>10,205.00</u>
901-S-403-D Hot Bit. Pavement Surface Course, (SC-1), (Type 8) TON 651.0	<u>161.00</u>	<u>104,811.00</u>

TOTAL AMOUNT BID

\$118,712.00

Respectfully Submitted,

By: Scottie Walters
 Signature: 
 Company: Walters Construction Co Inc
 Title: President
 Printed Name: Scottie Walters

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Walters Construction Co., Inc.

2051 Highway 84 East, Laurel, MS 39443

as Principal, hereinafter called the Principal, and SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100, Houston, TX 77056

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Pearl River Valley Water Supply District

115 Madison Landing Circle, Ridgeland, MS 39157

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

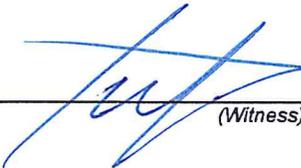
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Asphalt Overlay and Base Repairs For Rankin Landing PRV #

18-600-9-04

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

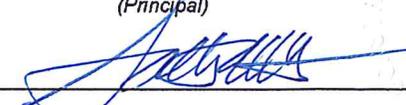
Signed and sealed this 13th day of February, 2019


(Witness)

Walters Construction Co., Inc.

(Principal)

(Seal)

By: 

(Title)

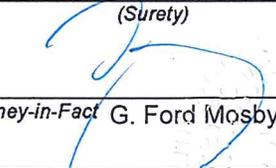

(Witness)



SureTec Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact G. Ford Mosby

(Title)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint G. Ford Mosby Jackson, MS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Surety Bond No.: Bid Bond
Principal: Walters Construction Co., Inc.
Obligee: Pearl River Valley Water Supply District
Amount: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

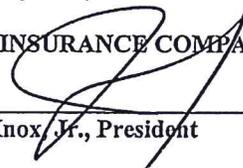
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas
County of Harris

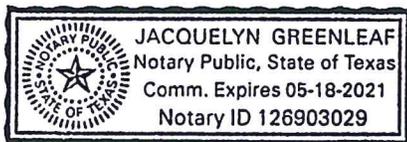
ss:



SURETEC INSURANCE COMPANY

By: 
John Knox, Jr., President

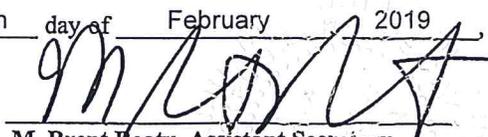
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of February, 2019, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BID BOND

Pearl River Valley Water Supply District
Ridgeland, Mississippi

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Principal, and _____ as Surety, are hereby held and firmly bound unto

the Pearl River Valley Water Supply District, as Owner, in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the Pearl River Valley Water Supply District, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL

By: _____
Contractor

SEAL

By: _____
Surety

BIDDER'S CORPORATE DECLARATION

(To Be Filled In If Bidder Is A Corporation)

Date: February 13, 2019.

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

President: Scottie Walters



Secretary: Brenda Walters



Treasurer: Brenda Walters



DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

Non-Collusion Affidavit

Pearl River Valley Water Supply District
Ridgeland, Mississippi

(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF Jones)

Scottie Walters being first duly sworn,
(Person)

deposes and says that he is President
(Sole owner, a partner, president, secretary, etc.)

of Walters Construction Co Inc. the party making the foregoing Proposal or Bid;
(Name if Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham quote, or that such other person shall refrain from quoting, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the quote price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said quote price, or of that of any other Bidder, or to secure any advantage against the Pearl River Valley Water Supply District, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Sworn to and subscribed before me this 13th day of February, 2019. Affiant



Rhonda J. Ballard
Notary Public in and for

Jones County,
Mississippi

My commission expires 8-31, 2020

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of PRVWSD, or members of his/her family, including spouse, parents, or children, has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this contract.

BIDDER'S REPRESENTATION REGARDING CONTINGENT FEES

The Bidder represents as part of his proposal that such Bidder [] has [] has not retained any person or agency on a percentage, commission or other contingent arrangement to secure this contract.

CONFLICTS OF INTEREST

The Bidder [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to aquotee by all conditions of the proposal and certify that I am authorized to sign for my company.



Signature

February 13, 2019

Date

Scottie Walters

Name (Printed)

President

Title

STATEMENT OF EXPERIENCE

Pearl River Valley Water Supply District Ridgeland, Mississippi

The Contractor shall list projects of related work demonstrating at least five (5) projects in the last three (3) years and at least fourteen (14) projects total in Asphalt Overlay related experience. The names and contact information of all persons and parties who contracted or can verify said experience should also be listed.

Project Name	Project Location	Description of Activities Performed	Date Completed	Contact Information
Robinson Spring Rd	Madison MS	Asphalt Overlay	7/18	1,777,266.98
MDOT Jones HWY 11	Jones Co MS	Asphalt Overlay	5/18	644,615.05
MDOT HWY 84 Covington CO	Covington Co	Asphalt Overlay	8/18	1,589,701.31
SAP-06(48) Bolivar Co	Cleveland MS	Asphalt Overlay	3/18	542,603.16

CONSTRUCTION PERFORMANCE AND PAYMENT BOND WITH TAX BOND RIDER

**Pearl River Valley Water Supply District
Ridgeland, Mississippi**

That, we the undersigned _____ as principal, hereinafter referred to as "Contractor" and _____, a Corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business in the State of Mississippi as surety, are held and firmly bound unto **Pearl River Valley Water Supply District** _____, hereinafter referred to as the "Owner", organized and existing under the laws of the State of Mississippi in the sum of (\$ _____) lawful money of the United States, for the payment of which well and truly be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these present as follows.

The condition of this obligation is such that whereas, the Contractor by instrument in writing attached hereto and bearing date of _____, has agreed with said Owner to furnish labor, materials, tools and equipment to construct the _____ as shown on plans as specified thereby and, in the specifications, proposals and contract forming the contract documents hereto attached.

NOW THEREFORE, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction to the Owner, perform and complete the work required and shall pay all costs, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay for all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect. The entire system shall be warranted for two years from date of substantial completion.

PROVIDED FURTHER, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in otherwise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED FURTHER, that if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provider of any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors of his, their, or its

subcontractors in performance of the work to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

IN WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at this ____ day of _____, 2019.

(Contractor)

(Witness)

(Address)

By: _____

(Surety)

(Witness)

(Address)

By: _____

AGREEMENT

This (“Agreement”) is entered into as of this ___ day of _____, 2019, between the Pearl River Valley Water Supply District, an agency of the State of Mississippi (the “District”), whose address is Post Office Box 2180, Ridgeland, Mississippi 39158, and whose corporate address is _____ (“Contractor”).

WITNESSETH

The District and Contractor mutually agree that Contractor will provide supervisory control and data acquisition services as an independent contractor on the terms and conditions set forth in this Agreement, more particularly described herein.

A. SCOPE OF WORK

The Pearl River Valley Water Supply District Requests Bids for an Asphalt overlay and base repairs, as described in these specifications. Performance of these services will include the use of the equipment and necessary labor of the quoting entity. These Operations will be performed in accordance with all Federal, State and other applicable laws, regulations and ordinances, or any other such code as the District may adopt.

The Contractor must locate any utilities that may interfere and must avoid all utilities. Any damage to any utility will be born solely by the Contractor. All work should be performed in daylight hours.

B. Payment for Work

If, on the basis of Engineer’s observation of the Work during construction and final inspection and Engineer’s review of the final Application for Payment and accompanying documentation - all as required by this Contract, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph. Otherwise, Engineer will return the Application to Contractor indicating in writing the reasons for refusing to recommend final payment in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within forty-five (45) days after receipt thereof, pay Contractor the amount recommended by Engineer.

If, through no fault of Contractor, final completion is materially delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph, the written consent of

the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. Term

Commencement of Contract Times Notice to Proceed: The Notice to Proceed shall be provided to the Contractor in writing by the Engineer. Said written notice shall include the date in which the project shall begin.

Starting the Project: Contractor shall start to perform the Work upon full execution of the Agreement and receipt of a Notice to Proceed for the project from the Engineer, but no Work shall be done at the site prior to execution of the Agreement.

1. Performance Period:

The Contractor shall complete the work included in the contract within one hundred (100) calendar days of the effective date of the Notice to Proceed and Approval.

Before Starting Construction:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which he may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby however, Contractor shall not be liable to District or Engineer for the failure to report any conflict, error or discrepancy in the Contract, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) Contractor shall submit to Engineer for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work, if applicable.

Preconstruction Conference: Before Contractor starts the Work at the site, a conference will be held for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

In order to induce the District to enter into this Contract, Contractor makes the following representations:

Contractor has familiarized itself with the nature and extent of the Contract, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the work.

Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the District such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor FOR SUCH PURPOSES.

The Contractor acknowledges that funds for the payment of the work included in the contract are only available if the work is completed and fully invoiced in accordance with the 45-day performance period contained herein. Contractor and District recognize that the District will suffer direct and indirect financial loss if the work is not completed within the performance period detailed herein. Contractor and District agree that time is of the essence in the performance of this contract. Contractor agrees that failure to complete the work and submit the final invoice or payment application on or before stated in the performance period will entitle to the District to recover all damages allowed by law including, but not limited to: loss of any federal grant; cost to complete unfinished work; and consequential damages. This provision shall be effective between the parties' ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

Liquidated Damages - District and Contractor recognize that the District will suffer direct financial loss if Work is not completed within the time specified in the performance period above plus any extensions thereof and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the Actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay the District as liquidated damages for delay (but not as a penalty) the amount of One-Hundred and 0/100 Dollars (\$ 100.00) for each calendar day that expires after the performance period specified above for completion of work required for final acceptance. These amounts represent a reasonable estimate of District's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties' ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default. This provision shall apply only to delay in completion of the Work and shall not limit the District's rights to recover all legally available damages for other breaches of contract or negligence.

D. Standard Terms and Conditions

Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the District to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Agreement in whole or in part without the prior written consent of the District, which the District may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the District of any subcontract shall be deemed in any way to provide for the incurring of any obligation of the District in addition to the total price agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the District may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the representative successors and assigned of the parties.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal and state local laws and regulations.

Attorneys' Fees and Expenses

Subject to other terms and conditions of this Agreement, in the event the Contractor defaults in any obligations under this Agreement, the Contractor shall pay to the District all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the District in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the District be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

Authority to Contract

Contractor warrants, which warranty will continue throughout this Agreement, (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this Agreement to the contrary that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

Availability of Funds

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the District shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the District of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Change in Scope of Work:

The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of this Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to this Agreement, unless such changes or adjustments have been made by written amendment to this Agreement signed by the District and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the District in writing of this belief. If the District believes that the particular work is within the scope of this Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Compliance with Laws

Contractor understands that the District is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Confidentiality

The Contractor agrees to assure the confidentiality of any records obtained from the District as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the District. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. Any work product produced by Contractor for the District shall be the property of the District, subject to public laws and regulations, and Contractor shall retain no proprietary interest in any such work product.

Contractor Personnel

The District shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the District reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the District in a timely manner and at no additional cost to the District. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with this Agreement terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

Failure to Enforce

Failure by the District at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the District to enforce any provision at any time in accordance with its terms.

Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the District immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the District, its Directors, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Agreement. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the District; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the District shall be entitled to participate in said defense. The Contractor will be allowed to control the defense of any such claim, suit, etc., unless the District elects to employ, at its expense, its own counsel; however, the Contractor shall not settle any claim, suit, etc. without the District's concurrence, which the District shall not unreasonably withhold. To the extent that the District is either required or elects to obtain consent from the State for any matters referenced herein, the term "District" shall include the State.

Independent Contractor Status

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the District. Nothing contained herein shall be deemed or construed by the District, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venture's, employer and employee, or any similar such relationship between the District and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the District or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the District and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the District; and the District shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The District shall not be required to withhold from payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the District shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees. Contractor shall provide all insurance required by this Agreement and shall further provide Workers' Compensation coverage for its employees. No employee of Contractor shall have any claim against the District for any matter whatsoever related to this Agreement.

Insurance

Performance, Payment, Tax and Other Bonds:

A. Contractor shall furnish performance, payment and tax Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract. These Bonds shall remain in effect at least until two years after the date of final payment, except as otherwise provided by law. Contractor shall also furnish such other Bonds as are required by the District. All Bonds shall be in the forms prescribed by the Bidding Documents and be executed by such sureties as:

1. Are licensed to conduct business in the state where the Project is located, and
2. Are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

B. If the surety of any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet these requirements, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the District.

Contractor's Liability Insurance

A. Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract, whether such performance of the Work is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees:
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees:
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. The insurance required herein shall include the specific coverages and be written for not less than the limits of liability and coverages, or required by law. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with this contract. The comprehensive general liability insurance shall include completed operations insurance and shall include District and Engineer and their agents and employees as additional insureds. Contractor shall maintain such completed operations insurance for at least two years after final payment and shall furnish District with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance: The comprehensive general liability insurance required shall include contractual liability insurance applicable to Contractor's obligations under Paragraph 6.15.

No Limitation of Liability

Nothing in this Agreement will be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: _____

For the District: John Sigman
General Manager
Pearl River Valley Water Supply District
115 Madison Landing Circle
Ridgeland, MS 39157

Oral Statements

No oral Statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing signed by the Contractor and the District.

Ownership of Documents and Work Papers

The District shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any work pursuant to this Agreement, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the District upon termination or completion of this Agreement.

Paymode

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Record Retention and Access to Records

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the District or any duly authorized representatives,

shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the work performed pursuant to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement remaining in Contractor's possession shall be retained by the Contractor for three (3) years after final payment is made under this Agreement and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this Agreement is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Recovery of Money

Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the District, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the District. The rights of the District are in addition and without prejudice to any other right the District may have to claim the amount of any loss or damage suffered by the District on account of the acts or omissions of the Contractor.

Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

State Property

Contractor will be responsible for the proper custody and care of any District-owned property furnished for Contractor's use in connection with the performance of this Agreement. Contractor will reimburse the District for any loss or damage, normal wear and tear excepted.

Stop Work Order

1. **Order to Stop Work.** The General Manager may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the General Manager shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.

2. **Cancellation of Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and this Agreement shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the General Manager decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

Termination for Convenience Clause

1. **Termination:** The General Manager may, when the interests of the District so require, terminate this Agreement in whole or in part, for the convenience of the District. The General Manager shall give written notice of the termination to the Contractor specifying the part of this Agreement terminated and when termination becomes effective.

2. **Contractor's Obligations:** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The General Manager may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default Clause

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof or otherwise fails to timely satisfy the provisions of this Agreement, or commits any other substantial breach of this Agreement, the General Manager may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the General Manager, such officer may terminate the Contractor's right to proceed with this Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the General Manager may procure similar supplies or services in a manner and upon terms deemed appropriate by the General Manager. The Contractor shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of this Agreement and subject to any directions from the General Manager, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the District has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the District shall be at the contract price. The District may withhold from amounts due the Contractor such sums as the General Manager deems to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders and to reimburse the District for the excess costs incurred in procuring similar services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the General Manager within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the requirements of this Agreement. Upon request of the Contractor, the General Manager shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the District under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy

This contract may be terminated in whole or in part by District upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Unsatisfactory Work

If at any time during the term of this Agreement, the service performed or work done by the Contractor is considered by the District to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the District, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the District shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

Waiver

No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

By full authority of the representatives listed below, this Agreement is executed as of the dates below but effective as of the date stated hereinabove.

THE DISTRICT

CONTRACTOR

PEARL RIVER VALLEY
WATER SUPPLY DISTRICT

By: _____
JOHN G. SIGMAN
Title: Executive-Director
Date: _____

By: _____
Title: _____
Date: _____

MS Certificate of Responsibility:

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally, appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named JOHN G. SIGMAN, duly identified before me, who acknowledged that he is Executive Director of **PEARL RIVER VALLEY WATER SUPPLY DISTRICT**, an Agency of the State of Mississippi, and that for and on behalf of said District, and as its act and deed, he sealed and executed the above and foregoing instrument, after first having been duly authorized by said District so to do.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally, appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within name _____, duly identified before me, who acknowledged that he is _____ of _____, a Mississippi corporation, and that for and on behalf said corporation, and as its act and deed, he sealed and executed the above and forgoing instruction, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires: _____