



PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF (NONEXEMPT)

2

Construction necessary to modify the interchange of Interstate 20 at Clinton/Raymond Road, known as Federal Aid Project No. IM-0020-01(159)/101610, in the County of Hinds, State of Mississippi.

Project Completion: 560 Time Units

NOTICE

**BIDDERS MUST PURCHASE A BOUND PROPOSAL
FROM MDOT CONTRACT ADMINISTRATION DIVISION
TO BID ON THIS PROJECT.**

Electronic addendum updates will be posted on www.goMDOT.com

SECTION 900 OF THE CURRENT (2004) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- _____ Form OCR-485, when required by contract, has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ Subcontract Certificate, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A Certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.
- _____ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 75

CODE: (SP)

DATE: 06/04/2004

SUBJECT: READVERTISEMENT

PROJECT: IM-0020-01(159) / 101610 - Hinds County

The contents of this proposal are the same as when bids were received for the May 2004 Letting, including the addenda, except as follows:

Table of Contents, replaces same sheets;

Section 901-Advertisement showing July 2004 Letting date, replaces one showing May 2004 Letting date;

Revised Progress Schedule, replaces previous one;

Add this Notice to Bidders No. 76.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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PROGRESS SCHEDULES,
HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, July 27, 2004; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, July 27, 2004, and shortly thereafter publicly opened for:

Construction necessary to modify the interchange of Interstate 20 at Clinton-Raymond Road, known as Federal Aid Project No. IM-0020-01(159) / 101610, in the County of Hinds, State of Mississippi.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

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

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

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7460 or e-mail at plans@mdot.state.ms.us or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

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

LARRY L. "BUTCH" BROWN
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites

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

The status of right-of-way and utility adjustments and potentially contaminated sites are set forth in attachments entitled "Status of Right-of-Way", "Status of Utility Adjustments" and "Status of Potentially Contaminated Sites."

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

STATUS OF RIGHT-OF-WAY

IM-0020-01(159)

101610/301000

HINDS COUNTY

March 11, 2004

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

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

101610/301000

IM-0020-01(159)

HINDS COUNTY

March 30, 2004

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

For information purposes, the following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the contractor, subject to acquisition of title, and completion of relocation.

Station 73+00/L 190' and 72+00/L 170'

Parcel #011-0-00-W

Results: This parcel includes a two-story brick building and a pole shed.

All buildings were inspected by the Department. Of the suspect materials tested, none were found to contain ACMs in quantities greater than one percent. Demolition may be conducted without the use of asbestos control measures. Proper notification forms must be submitted to the MDEQ prior to demolition.

STATUS OF POTENTIALLY CONTAMINATED SITES

101610/301000

IM-0020-01(159)

HINDS COUNTY

February 26, 2004

This project has been inspected and there was no visible indication of potentially contaminated sites except for the following:

Parcel #006-0-00-W

19th Wheel Truck Stop

Sta. approx. 112+50 – 116+00/L

USTs: 0

Status: This site was an active service station with above ground fuel storage tanks. The ASTs were outside the right of way limits, but a portion of the fuel dispenser island was within the right of way. Soil and groundwater contamination was discovered during initial testing, and was removed, under separate contract to the MDOT. A groundwater sampling event will be conducted, under separate contract to the MDOT, to determine if the remedial activities were successful. Following the sampling event, the groundwater monitoring wells will be plugged in accordance with MDEQ requirements. These activities should be completed by April 30, 2004. No further actions should be required.

UTILITY STATUS REPORT

IM-0020-01(159) / 101610

HINDS COUNTY

MARCH 11, 2004

Entergy: Work Complete except removal of street lights.

Street Lights to be removed by Entergy within 3 weeks after notice from contractor.

BellSouth: Work Complete.

Mississippi Valley Gas: Work Complete.

City of Clinton (water and sewer): Work Complete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4

CODE: (IS)

DATE: 06/04/2004

SUBJECT: Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)

Relative to the Federal Clean Air Act requirements concerning emission standards for hazardous air pollutants, the Contractor is reminded of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61.

The Mississippi Department of Transportation has surveyed the buildings on this project for asbestos containing materials, conducted laboratory testing as required and issued asbestos inspection reports intended to identify the absence or presence of asbestos in building components on this project. Copies of the asbestos inspection reports, including those for the buildings to be removed by the Contractor, are on file with the Department.

The Department has properly disposed of all buildings on the project except for those listed in a notice to bidders entitled "Removal of Obstructions". The disposition of the buildings so listed becomes the responsibility of the Contractor

All identified asbestos containing materials have been removed from these buildings by the Department under separate contract.

The Contractor will be advised of the absence or presence of remaining asbestos containing materials in these buildings along with other pertinent information in a notice to bidders entitled, "Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites".

The demolition, handling, loading, transporting and disposal of materials from these buildings shall be in accordance with applicable codes, regulations and standards, including but not limited to asbestos NESHAP regulations. Questions or problems concerning applicable regulations should be directed to the Mississippi Department of Environmental Quality, Office of Pollution Control, Air Toxics Branch, Jackson, Mississippi.

All applicable codes, regulations and standards have the same force and effect and are made a part of the contract documents by reference as if copied directly into the contract documents, or as if published copies were contained herein.

The successful bidder will be furnished a copy of an asbestos inspection report and a partially completed Mississippi Office of Pollution Control Demolition/Renovation Notification Form for each building to be removed. The Contractor must complete and submit the forms to Mississippi Department of Environmental Quality (MDEQ), Bureau of Pollution Control, Air Toxics Branch,

P.O. Box 10385, Jackson, Mississippi, 39289-0385, Telephone No. (601) 961-5171, from whom blank forms can also be obtained, at least ten (10) working days (where working days are Monday through Friday) prior to commencement of demolition activity. Copies of the completed demolition/renovation notification forms and letters of transmittal shall be furnished the Project Engineer as proof of the required notification to the Office of Pollution Control. The Contractor must have copies of the asbestos inspection reports on site during the asbestos abatement and/or demolition activities.

Copies of any and all other documents required to be furnished by the Contractor or obtained by the Contractor from other agencies in complying with applicable local, State and Federal regulations, including but not limited to asbestos NESHAP regulations, shall also be furnished the Project Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Quantity for Fillet Concrete

Bidders are hereby advised that the following note is shown on the span detail sheets in the bridge plans:

“The Volume Of Concrete In The Fillets Between The Bottom Of Nominal Slab And Top Of The Beams Has Been Estimated By Using One Half (1/2) Of The Fillet Height At The Bearing Times The Top Flange Width For The Full Length Of The Beam. This Volume Shall Be Used For Final Pay Quantity.”

The purpose of this note is to show the method that is used to determine the final pay quantity of fillet concrete. The calculated volume of concrete may or may not be equal to the actual volume of concrete that is placed in the fillet. The volume of fillet concrete used for final pay quantity is based upon the plan fillet height at bearing and a zero inch (0”) plan fillet height at midspan.

If bidders feel that variations from these dimensions will be encountered, they should adjust their bid accordingly.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7

CODE: (IS)

DATE: 05/03/2004

SUBJECT: On-The-Job Training Program

Payment for training hours will be handled as outlined in Special Provision 906-4. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-4).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-4) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 8

DATE: 05/03/2004

The goal is 8 percent for the Disadvantaged Business Enterprise.

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

The bidder hereby gives assurance pursuant to the applicable requirements of "Transportation Equity Act for the 21st Century -- TEA-21" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in the first floor auditorium of the Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8

CODE: (IS)

DATE: 05/03/2004

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

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

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE:

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

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

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

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- (7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation.

To count toward meeting the goal, the DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal. DBE credit is received only when the DBE firm has been paid for the work they performed on the project.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. All DBE replacements must be approved by the Department.

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

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

GOOD FAITH EFFORTS

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

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

- (b) Efforts to negotiate with certified DBE Contractors for specific items shall include as a minimum:
 - (1) The name, address, and telephone number of each DBE contacted;
 - (2) A description of the information provided about the plans and specifications for those portions of the work to be subcontracted; and
 - (3) A statement of why agreements were not reached.
- (c) For each DBE contacted that was rejected as unqualified, the reasons for such conclusion.
- (d) Efforts made to assist each DBE that needed assistance in obtaining bonding or insurance required by the Contractor.

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

PARTICIPATION / DBE CREDIT

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

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture. The joint venturer must submit a Joint Venture Eligibility Form provided by the Mississippi Department of Transportation.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The

Contractor may count 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.
- (3) Bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

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

DEFAULT

In the event the Contractor defaults on this project and the Surety Company is called upon to complete the contract, the DBEs named on the original OCR-481 Forms must be given the opportunity to perform the work subcontracted to them by the original Contractor unless the DBE requests, in writing, to be released. The DBE commitment percentage entered on the last bid sheet of the proposal shall remain in force as a provision of the contract, but only the contract goal established by MDOT in this proposal must be met or exceeded to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

SANCTIONS

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

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

<u>Offense</u>	<u>Percentage of the monetary amount disallowed from (1) above</u>	<u>Lump Sum</u>
# 1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 10

CODE: (IS)

DATE: 05/03/2004

SUBJECT: DBE Participation and Payment

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

Form OCR-484 has been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20th of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Federal Bridge Formula

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

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

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

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

or

<http://ops.fhwa.dot.gov/freight/regulate/sw/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Submission of Form OCR-485

Bidders are hereby advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal package**. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered **irregular**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 5 Acres)

PROJECT: IM-0020-01(159) / 101610 - HINDS COUNTY

A Construction Storm Water General NPDES Permit to discharge storm water associated with construction activity is required.

The Department has acquired Certificate of Permit Coverage MSR-102122 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Construction Notice of Intent (CNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder assumes the responsibility for meeting all permit terms and conditions and for performing permit requirements including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

In accordance with Part IV.B, the Contractor shall display proof of coverage at a conspicuous place accessible by the public on or at the edge of the construction site.

The Contractor shall make inspections in accordance with Part IV.D and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the form provided in Part VII with the inspection portion completed shall be sufficient. The weekly inspections must be documented on the Monthly Inspection Report and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

An amount equal to 25 percent (25%) of the total estimated value of the work performed during each period in which the Contractor fails to submit the completed monthly Inspection Report and Certification Form to the Project Engineer will be withheld from the Contractor's earned work. Thereafter, on subsequent successive estimate periods, the percentage withheld will be increased at the rate of 25 percent per estimate period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly estimate for partial payment following the date the submittal of the completed Monthly Inspection Report and Certification Form is brought back into compliance with this specification.

Upon successful completion of all permanent erosion and sediment controls for a covered project, accepted and documented by the Engineer, a completed Notice of Termination (NOT) of Coverage form (provided in Part VIII.) shall be submitted to the Office of Pollution Control. All the monthly inspection forms will be submitted at this time with the Notice of Termination (NOT) of Coverage form. If no sediment and erosion control problems are identified, the prime contractor will receive a termination letter from the Office of Pollution Control.

In summary, prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1). Also, prior to the commencement of construction on the project, the Contractor shall transmit by letter an original signed copy of the completed Prime Contractor Certification (Form No. 2) to the Office of Pollution Control, P.O. Box 10385, Jackson, Mississippi 39289-0385. Copies of the completed Prime Contractor Certification (Form No. 2) and letter of transmittal shall be furnished the Project Engineer as proof of the required filing with the Office of Pollution Control. At project completion, when accepted and documented by the Engineer, a Notice of Termination of Coverage will be submitted to the Office of Pollution Control along with all monthly inspection forms.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 18

CODE: (IS)

DATE: 05/03/2004

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
278	404.04	In the second sentence, change the subsection from “401.04” to “403.04”.
294	413.02	In the first sentence of the second paragraph, change “707.02.1.3” to “Subsection 707.02.1.3”.
340	511.04	In the second sentence of the second paragraph, change “412” to “512”.
349	601.03.3	In the first sentence, change “804.03.2” to “804.03.5”.
355	603.02	Change the subsection reference for Joint mortar from “707.03” to “714.11”.
369	604.04	In the first sentence, change “601.04” to “Subsection 601.04”.
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change “626.04” to “Subsection 626.04”.
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from “714.01.0” to “714.01.1”.
603	702.11	In the first sentence, change “702.12” to “Subsection 702.12”.
612	703.04.2	In the fifth paragraph, delete “Subsection 703.11 and”.
618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.

671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.
976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.

1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 19

CODE: (SP)

DATE: 05/14/2004

SUBJECT: Clarification of Pay Items

Bidders are hereby advised that the pay items listed on the Summary of Quantities Sheets of the plans may have a different pay item number than that shown on the bid sheets of the contract proposal. Bidders shall consider the pay items listed on the bid sheets of the proposal as the correct pay items.

Bidders are reminded that this project is let under the 2004 Edition of the Mississippi Standard Specification for Road and Bridge Construction.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 41

CODE: (SP)

DATE: 06/10/2004

SUBJECT: Petroleum Products Base Prices For Contracts Let In July, 2004

REFERENCE: Subsection 109.07

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$1.6740	\$0.4423
Diesel	\$1.4690	\$0.3881

MATERIAL OF CONSTRUCTION

<u>Asphalt Cements</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$0.8072	\$191.50	\$0.2132	\$211.09
Viscosity Grade AC-10	\$0.7912	\$187.71	\$0.2090	\$206.91
Viscosity Grade AC-20	\$0.7762	\$184.14	\$0.2051	\$202.98
Viscosity Grade AC-30	\$0.7762	\$184.14	\$0.2051	\$202.98
Grade PG-58-28	\$0.8009	\$190.00	\$0.2116	\$209.44
Grade PG 64-22	\$0.7708	\$182.86	\$0.2036	\$201.57
Grade PG 67-22	\$0.7671	\$182.00	\$0.2026	\$200.62
Grade PG 76-22	\$1.1163	\$264.83	\$0.2949	\$291.92
Grade PG 82-22	\$1.2915	\$306.40	\$0.3412	\$337.74

Emulsified Asphalts

Grade EA-4 (SS-1)	\$0.7300	\$0.1928
Grade RS-2C (CRS-2)	\$0.7466	\$0.1972
Grade CRS-2P	\$0.8651	\$0.2285

Primes

Grades EA-1 and MC-70	\$0.9550	\$0.2523
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 60

CODE: (SP)

DATE: 06/02/2004

SUBJECT: CONTRACT TIME

PROJECT: IM-0020-01(159) / 101610 -

HINDS COUNTY

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice to Proceed will be issued by not later than **August 30, 2004** and the date for Beginning of Contract Time will be **September 9, 2004**.

Allowable Time Units will be **560**.

The contract time has been based on Column **"C"** of the Table of Time Units, in Subsection 907-108.06.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 61

CODE: (SP)

DATE: 06/02/2004

SUBJECT: Specialty Items

PROJECT: IM-0020-01(159) / 101610--HINDS COUNTY(IES)

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

CATEGORY: CONSTRUCTION STAKING

Ref No	Pay Item	Description
2930	699-A	Roadway Construction Stakes

CATEGORY: CURB

Ref No	Pay Item	Description
1370	609-B	Concrete Curb, Header
1380	609-D	Combination Concrete Curb and Gutter Type 2 Modified
1390	609-D	Combination Concrete Curb and Gutter Type 3B Modified

CATEGORY: EROSION CONTROL

Ref No	Pay Item	Description
320	212-B	Standard Ground Preparation
330	213-A	Agricultural Limestone
340	213-B	Combination Fertilizer, 13-13-13
350	213-C	Superphosphate
360	214-A	Seeding, Bermudagrass
370	214-A	Seeding, Tall Fescue
380	214-A	Seeding, Crimson Clover
390	214-A	Seeding, Bahiagrass
400	216-A	Solid Sodding
410	217-A	Ditch Liner
420	218-A	Bituminous Treated Roving

CATEGORY: GRANULAR/EXCAVATION

Ref No	Pay Item	Description
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CATEGORY: GRANULAR/EXCAVATION

Ref No	Pay Item	Description
1670	619-K2	Installation and Removal of Guard Rail, Type "G" Modified Bridge End

CATEGORY: GUARDRAIL

Ref No	Pay Item	Description
1290	606-B	Guard Rail, Class A, Type 1
1300	606-C	Guard Rail, Cable Anchor, Type 1
1310	606-D	Guard Rail, Bridge End Section, Type I
1320	606-E	Guard Rail, Terminal End Section
1610	619-F3	Delineators, Guard Rail, White
1620	619-F3	Delineators, Guard Rail, Yellow
1660	619-K1	Installation and Removal of Guard Rail, Type I, Class A
1680	619-K2	Installation and Removal of Guard Rail, Type I Bridge End Section
1690	619-K4	Installation and Removal of Guardrail, Terminal End Section
2090	630-G	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted

CATEGORY: PAVEMENT MARKING

Ref No	Pay Item	Description
1710	626-A	6" Thermoplastic Traffic Stripe, Skip White
1720	626-B	6" Thermoplastic Traffic Stripe, Continuous White
1730	626-C	6" Thermoplastic Edge Stripe, Continuous White
1740	626-D	6" Thermoplastic Traffic Stripe, Skip Yellow
1750	626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow
1760	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
1770	626-G	Thermoplastic Detail Stripe, White
1780	626-G	Thermoplastic Detail Stripe, Yellow
1790	626-H	Thermoplastic Legend, White
1800	626-H	Thermoplastic Legend, White
1810	627-K	Red-Clear Reflective High Performance Raised Markers
1820	627-L	Two-Way Yellow Reflective High Performance Raised Markers
1830	628-I	6" High Performance Cold Plastic Traffic Stripe, Skip White
1840	628-J	6" High Performance Cold Plastic Traffic Stripe, Continuous White
1850	628-M	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow
1860	628-O	High Performance Cold Plastic Detail Stripe, White
1870	628-O	High Performance Cold Plastic Detail Stripe, Yellow

CATEGORY: SIGNING

Ref No	Pay Item	Description
2050	630-F	Delineators, Post Mounted, Single White
2060	630-F	Delineators, Post Mounted, Double White
2070	630-F	Delineators, Post Mounted, Single Yellow

CATEGORY: SIGNING

Ref No	Pay Item	Description
2080	630-F	Delineators, Post Mounted, Double Yellow

CATEGORY: TRAFFIC CONTROL

Ref No	Pay Item	Description
1490	619-A1	Temporary Traffic Stripe, Continuous White
1500	619-A2	Temporary Traffic Stripe, Continuous Yellow
1510	619-A3	Temporary Traffic Stripe, Skip White
1520	619-A4	Temporary Traffic Stripe, Skip Yellow
1530	619-A5	Temporary Traffic Stripe, Detail
1540	619-A6	Temporary Traffic Stripe, Legend
1550	619-A6	Temporary Traffic Stripe, Legend
1560	619-C6	Red-Clear Reflective High Performance Raised Marker
1570	619-D1	Standard Roadside Construction Signs, Less than 10 Square Feet
1580	619-D2	Standard Roadside Construction Signs, 10 Square Feet or More
1600	619-F2	Remove and Reset Concrete Median Barrier, Precast
1630	619-G4	Barricades, Type III, Single Faced
1640	619-G4	Barricades, Type III, Double Faced
1650	619-G5	Free Standing Plastic Drums

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 62

CODE: (SP)

DATE: 06/02/2004

SUBJECT: LANE CLOSURE RESTRICTIONS

PROJECT: IM-0020-01(159) / 101610 - HINDS COUNTY

Bidders are hereby advised that:

Neither lane closures nor obstructions resulting in less than the current full travel lanes of traffic flow will be permitted under any circumstances at any site (including interstate ramps and local roads) during the following time periods unless specifically directed by the Engineer in writing:

Monday thru Thursday

I-20 Eastbound and Westbound
From 5:00 P.M. to 7:00 P.M.

Friday:

I-20 Eastbound and Westbound
From 4:30 P.M. to 8:30 P.M.

For the purposes of this contract, official time is considered to be the announced time available at Jackson area telephone number (601) 355-9311.

During the time periods listed above, no excuses will be accepted by the Department, and the Contractor will be charged a fee of \$500 per lane for each full or partial five (5) minute period during which less than the designated full travel lanes are available to the traveling public in either direction of traffic flow.

Otherwise, lane closures resulting in less than the current travel lanes in any direction of travel flow will be permitted at all times other than those listed above, as approved by the Engineer. The "Traffic Control Plan" shall be in accordance with the MUTCD and MDOT's Standard Drawings. Refer to MDOT Roadway Design Standard Working Number TCP-1 Sheet Number 250 (One-Lane Closure of Two-Way Traffic), TCP-2 Sheet Number 251 (4-Lane: Median Lane or Outside Lane Closure) (Work Day Only), and TCP-5 Sheet Number 254 (Interstates and Other 4-Lane Divided Highways) (Median Lane or Outside Lane Closure) (Work Day Only). The Contractor shall provide for and maintain traffic at all times during the course of the contract.

Any section of roadway that has more than two (2) existing lanes, the Contractor will only be allowed to close one (1) lane for a given direction of travel.

Neither lane closures nor obstructions resulting in less than the current full travel lanes of travel flow will be permitted on the following holidays and the day preceding them, New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that one of the aforementioned holidays occurs during a weekend or on a Monday, lanes closures will not be allowed during that weekend or on the Friday immediately preceding the holiday. In the event lane closures are present during these times, the Contractor will be charged a lane rental fee of \$500 per lane for each full or partial five (5) minute period, as applicable, during which less than the current full travel lanes are available to the traveling public in either direction of traffic flow.

Work shall be coordinated so that lane closures will be kept to a minimum. When not required for the work in progress, lane closures are to be removed from the roadway.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 63

CODE: (SP)

DATE: 06/02/2004

SUBJECT: Removal of Obstructions

PROJECT: IM-0020-01(159) / 101610

HINDS COUNTY

The bidder is hereby advised of the potential for the buildings listed below to contain materials contaminated with asbestos, a hazardous air pollutant.

The bidder's attention is called to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites" for pertinent information concerning asbestos, if any, contained in the buildings listed below to be removed by the Contractor.

The Contractor shall remove the following obstructions in accordance with Section 202, Removal of Structures and Obstructions, and Subsection 107.25, Hazardous and/or Toxic Waste Procedures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. Payment for removal and disposal of the obstruction(s) listed herein, including demolition, handling, loading, transporting and disposal of any asbestos containing materials, shall be made under the applicable subsection of the Basis of Payment portion of Section 201 - Clearing and Grubbing:

One - (1) two-story brick building (8989 sq. ft.), located approximately 190' left of the centerline of project at station 73+00. This building was inspected and found to contain no asbestos.

One - (1) pole shed (500 sq. ft.), located approximately 170' left of the centerline of project at station 72+00. This building was inspected and found to contain no asbestos.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO.64

CODE: (SP)

DATE: 6/02/2004

SUBJECT: PORTABLE CONSTRUCTION LIGHTING

PROJECT: IM-0020-03(159) – HINDS COUNTY

Bidders are hereby advised that portable construction lighting shall be required for any and all night operations on this project and shall conform to Section No.680 of the Standard Specifications for Road and Bridge Construction, 2004 Edition. No separate pay items are included in the plans or proposal and shall be considered incidental to other contract items.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904-NOTICE TO BIDDERS NO. 65

CODE: (SP)

DATE: 6/02/2004

SUBJECT: ADDITIONAL CONTRACT REQUIREMENTS AND CONDITIONS

PROJECT: IM-0020-01(159)/101610 - HINDS COUNTY

1. The time units established by the Department are predicted upon the Contractor having multiple construction operations underway simultaneously, and the need for multiple operations is reflected in the State's progress schedule. Time charges on the project will be made as provided in the specifications and as shown on the approved progress schedule.
2. In addition to the litter requirements shown in Section 223 of the Standard Specifications for Road and Bridge Construction, 2004 edition, litter shall be removed from the project right-of-way by the Contractor at least monthly during the life of the project. No direct payment will be made for litter removal; the cost is to be included in the prices of items bid. Failure of the Contractor to remove litter as prescribed herein shall be cause for withholding the monthly progress estimate payment until the litter is satisfactorily removed by the Contractor.
3. Work on drainage structures and other structures for this project require excavation in the immediate vicinity of the traveling public, therefore, the risk of failure occurring requires caution to be exercised. It shall be the Contractor's responsibility to place bracing, shoring or ground support system that is deemed necessary to prevent failure and protect the traveling public and the workmen near the excavation. No separate payment will be allowed; the cost is to be included in prices of items bid.
4. Traffic control as shown on the plans may be changed only by written approval of the Engineer.
5. The Contractor must notify the Engineer in writing at least 5 working days in advance of anticipated lane closure(s) or shifting traffic lanes in order that sufficient advance notice can be given to the traveling public.
6. The method of removing the existing bridges on I-20 over Clinton-Raymond Road shall be submitted to and approved by the Department before work begins. The removal of the bridge is a nighttime operation only, between 8:00 P.M. and 6:00 A.M.. The Contractor shall submit his traffic control plans for I-55 and Clinton- Raymond Road traffic during bridge removal, and shall obtain approval of the plans prior to beginning removal operations.

7. The Contractor is hereby advised that once work is commenced on one side of the portion of the project that is located on US Highway No. 80, the Contractor shall supply sufficient equipment and workers to insure that the work shall proceed in a timely manner. The contractor will not be allowed to work other side of US HWY 80 until such time as the second lift of 19mm HMA is placed and the barrier rail is removed.
8. The Contractor may furnish his own progress schedule for approval as provided in subsection 108.03.1 of the Standard Specifications.
9. The Contractor is hereby advised that all items of work as referenced subsection 907-203.04 of the Special Provisions shall be understood to mean the completed project.
10. The Contractor shall be required to remove a concrete slab (approximately 2430 sq. ft.) located 220 feet left of station 75+00. No separate pay will be made for this work, it is to be included in the bid item for clearing and grubbing, 202-A.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904-NOTICE TO BIDDERS NO. 66

CODE: (SP)

DATE: 6/02/2004

SUBJECT: Lime and Fly-Ash Application

PROJECT: IM-0020-01(159) /101610 -- HINDS COUNTY

Due to the presence of traffic immediately adjacent to the proposed work, the Contractor is restricted from using "Dry Application" methods as a means of lime treatment and lime-fly ash. Only the use of "Slurry Application" methods will be allowed. 'Conditioned' Fly-Ash will be required for Fly-Ash application.

Payment for Lime will be as specified in Section 311.05 of the Standard Specifications for Road and Bridge Construction, 2004 Edition. Payment for Conditioned Fly-Ash will be made per ton based on dry weight.. The Department will run a minimum of two moisture content tests per day to determine the moisture content of the Conditioned Fly-Ash. This moisture content will be used to make a correction for application rates and to determine dry weight for payment of Fly-Ash.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 67

CODE (SP)

DATE: 06/02/2004

SUBJECT: Placement of Fill Material in Federally Regulated Areas

PROJECT: IM-0020-01(159) / 101610 - HINDS COUNTY

A Permit (404, General, Nationwide, etc.) for placing fill material federally regulated sites is required.

The Department has acquired the following permit for permanently filling at regulated sites that are identified during project development:

Nationwide Permit No. 14 (Waters of U.S.) -- All sites with area less than 0.10 acre

Copies of said permit(s) are on file with the Department.

Securing a permit(s) for the filling of any other regulated site, the purpose of which is temporary construction for the convenience of the Contractor, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 80

CODE: (SP)

DATE: 06/08/2004

SUBJECT: Temporary Vegetation Schedule

Bidders are hereby advised that any reference in the contract documents to the vegetation schedule in the plans, it shall be understood to be the following table.

TEMPORARY VEGETATION SCHEDULE

PAY ITEM NO.	ITEM	RATE	DATES
212-A	Light Ground Preparation	per sq. yd.	Anytime
213-B	Combination Fertilizer, 13-13-13	500 lbs. / acre	Anytime
214-A	Seeding, Browntop Millet	20 lbs. / acre	April 1 to August 31
214-A	Seeding, Annual Rye Grass	25 lbs. / acre	September 1 to March 31
214-A	Seeding, Oats	90 lbs. / acre	September 1 to December 15
215-A	Vegetative Materials for Mulch	1 ton / acre	Anytime

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 81

CODE: (SP)

DATE: 6/08/2004

SUBJECT: VEHICLE IMPACT ATTENUATORS

PROJECT: IM-0020-01(159) / 101610 – HINDS COUNTY

Bidders attention is called to Reference No. 1880, 629-A, Vehicular Impact Attenuator (70 MPH) of the bid sheets. As noted on plan sheet SOQ-4 this item shall be a REACT-350, QUADGUARD, or other approved equal. Whether the REACT-350, QUADGUARD or another device is selected, it shall be NCHRP 350 certified as a 70 MPH device.

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS030026 dated 6/13/2003.

AREA 3-A - COUNTIES

HINDS, MADISON AND RANKIN

<u>PAYROLL CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
100	Air Tool Operator (Jack Hammer/Air Comp.)	\$6.33
105	Asphalt Raker	6.55
108	Mason Tender (Cement Mason Helper)	7.27
110	Carpenter	8.70
120	Cement Mason (Finisher)	8.14
130	Electrician	12.15
131	Mechanic (Heavy Equipment)	9.20
135	Oiler-Greaser	7.71
140	Form Setter	7.47
145	Grade Checker (Asphalt Crew)	8.00
150	Ironworker, Reinforcing (Tie Steel)	9.67
155	Ironworker, Structural	7.30
160	Laborer, Unskilled	6.37
165	Pipelayer	7.31
175	Painter (Structural Steel)	12.00
180	Piledriverman	8.50
185	Truck Driver (All Types)	6.77
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	11.00

POWER EQUIPMENT OPERATORS

205	Aggregate Spreader Operator	6.53
212	Asphalt Broom (Sweeper) Operator	6.51
214	Asphalt Paving Machine/Spreader Operator	7.40
215	Asphalt Distributor Operator	7.30
216	Asphalt Plant Operator	8.65
220	Backhoe (Shovel) Operator	8.50
225	Bulldozer Operator	8.70
235	Concrete Finishing/Curing Machine Operator	9.00
240	Concrete Paving Machine Operator (Spreader)	8.75
250	Concrete Saw Operator	8.24
255	Concrete Breaker/Hydro-Hammer Operator	7.22
270	Loader (All Types)	8.46
275	Milling Machine Operator	7.01
280	Mixer Operator (All Types)	6.04
285	Motor Patrol (Grader) Operator	8.96
290	Mulcher Machine Operator	5.17
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	8.71
305	Roller Operator (Self-Propelled)	6.66
310	Scraper Operator (All Types)	6.50
315	Striping Machine Operator	15.00
320	Tractor Operator (Track Type)	9.24
325	Tractor Operator (Wheel Type)	5.92
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	10.20
365	Guardrail Post Driver	10.00

Authorized Payroll Code may be used in lieu of classification titles on weekly payrolls submitted to this Department. Codes or classification titles not conforming to those listed will not be acceptable.

SUPPLEMENT TO FORM FHWA-1273

DATE: **6/15/94**

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant

of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be

taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward

qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

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

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the

same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned,

without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary,

hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

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

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport-----	19.2
Jackson-----	30.3

SMSA Counties:

Desoto-----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson-----	16.9

Non-SMSA Counties:

George, Greene -----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

VOLUNTARY PARTNERING:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Liability Insurance

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

907-107.14.2--Liability Insurance. Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$300,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-203-1

CODE: (SP)

DATE: 06/03/2004

SUBJECT: Borrow Excavation

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

907-203.01.4--Borrow Material. After the first paragraph of Subsection 203.01.4 on page 108, add the following:

Contractor furnished borrow excavation designated as Class B18 shall conform to the following requirements:

Percent Passing No. 200 Sieve (Max.)	100
Plasticity Index (Max.)	30
% Volume Change (Max.)	50

The requirement for Borrow Excavation Source Approval sampling and testing as per MDOT SOP No. TMD-20-04-00-000 is hereby deleted. Quality assurance for Borrow Excavation shall be accomplished by job control acceptance sampling and testing from the roadway at the frequency of one (1) sample per each 20,000 cubic yards. Sampling and testing shall be performed by the District or the CE & I Consultant, as the case may be.

907-203.05--Basis of Payment. At the end of Subsection 203.05 on page 121, add the following:

907-203-EX: Borrow Excavation, AH, FME or LVM, Class B18 - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-1

CODE: (SP)

DATE: 06/23/2004

SUBJECT: Temporary Grassing

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

SECTION 907-226 -- TEMPORARY GRASSING

907-226.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass.

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

907-226.02--Materials.

907-226.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients and agricultural limestone.

All fertilizer shall comply with the State fertilizer laws and the requirements of these specifications.

Fertilizers shall meet the requirements of Subsection 715.02.

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

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

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

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

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

907-226.03--Construction Requirements. When the payment for temporary grassing is made using individual pay items, the rate of application shall not exceed the rate shown on the temporary vegetation schedule, unless otherwise approved by the Engineer. Any unauthorized overage due to increased application rates will not be measured for payment.

907-226.03.1--Ground Preparation.

907-226.03.1.1--General. Any equipment used for ground preparation shall be approved units suitable to perform the work and subject to the requirements of Subsection 108.05.

Light ground preparation should be used on areas where seeding is required to improve the coverage of partially vegetated areas.

907-226.03.1.2--Light Ground Preparation. Light ground preparation consists of scratching the surface with a close-tooth harrow, disk-harrow, or similar equipment. The depth of scratching should be at least three-quarters inch but not deep enough to damage existing grasses of the type being planted.

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

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

The Contractor shall incorporate fertilizer at a rate of 500 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Fertilization shall be applied uniformly on the areas to be planted or seeded and uniformly incorporated into the soil.

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

All fertilizer should be incorporated within 24 hours following spreading.

907-226.03.3--Seeding.

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

The required type of seeds, recommended rates of application and recommended planting dates of seeds are shown in the vegetation schedule on the plans. It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required.

Legume seeds should be treated in accordance with Subsection 715.03.4 immediately before sowing. Seeds should be uniformly sown over the entire area with mechanical seeders. Seeds of different sizes may necessitate separate sowing. When legume seeds become dry, they should be reinoculated.

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

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

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

Areas requiring reseeding should be prepared and seeded and all other work performed as if the reseeding was the initial seeding. The types and application rates of fertilizer will be at the discretion of the Contractor.

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

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

907-226.03.4--Mulching.

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

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

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

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

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

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

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

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

907-226.04--Method of Measurement. When a pay item for temporary grassing is included in the plans, temporary grassing will be measured by the acre. Acceptance will be based on a satisfactory growth and coverage of seeds planted. When a pay item for temporary grassing is not included in the plans, temporary grassing shall be measured for payment using the appropriate pay items in the contract.

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

Payment will be made under:

907-226-A: Temporary Grassing

- per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-2

CODE: (SP)

DATE: 06/01/2004

SUBJECT: Tree, Annual, Shrub and Groundcover Planting

Section 907-230, Tree and Shrub Planting, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Tree, Annuals, Shrub and Groundcover Planting Only.

907-230.01--Description. The work covered under this special provision consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the tree, annual, shrub and groundcover planting operations.

The extent of planting locations are shown on the plans.

The Contractor is responsible for notes on the plans which call attention to particular requirements or conditions. The fact that these requirements or conditions are not called out in the specifications does not relieve the Contractor of responsibility for these requirements or conditions.

907-230.01.1--Maintenance of Site During Planting. Sidewalks, roads and other paving adjacent to planting operations shall be kept clean and free of obstruction, mud and debris at all times. Wheels of vehicles used in the work shall be cleaned if necessary. Sidewalks shall be protected from damage and markings from wheels of vehicles used in the work.

Flushing of streets and disposal of dirt or debris into sewers or drainage ditches will not be permitted.

Dust shall be controlled by approved means to the satisfaction of the Engineer.

907-230.01.2--Quality Assurance. At least one person thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation shall be present at all times during execution of this work and shall direct all work being performed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have the sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactory.

The selection of all materials and execution of all preparations required under the plans and specifications shall be subject to the approval of the Engineer. The Engineer shall have the right to reject any and all materials, any and all work, which in the opinion of the Engineer does not meet with the requirements of the specifications at any stage of the operations. All rejected materials shall be removed from the site at no additional cost to the State. Rejected work shall be replaced with

work of the specified quality or corrected as directed by the Engineer at no additional cost to the State.

All plants and their installation materials, shall meet or exceed the specifications of Federal, State, and County laws requiring inspection for plant disease and insect control.

Quality and size shall conform with the current edition of "Horticulture Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.

All plants shall be true to name. Each tree or planting lot shall be tagged with the name and size of the plants in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

Plant nomenclature shall conform to Hortus Third, A Concise Dictionary of Plants Cultivated in the United States and Canada by MacMillan Publishing Company, Inc., New York.

907-230.01.3--Replacements of Plants. The Contractor shall make periodic inspections during the life of the project to determine what changes, if any, should be made in the City of Ridgeland's maintenance program. All such recommended changes shall be submitted, in writing, to the Engineer.

The Contractor shall replace, at no additional cost to the State, and as soon as weather conditions permit, all dead plants and all plants not in a vigorous, thriving condition, as determined by the Engineer. The plants shall be free of dead branches and dead branch tips, and shall bear foliage of a normal density, size and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.

The Contractor shall make all necessary repairs to grades, mulch or plant materials required because of plant replacements. Such repairs shall be done at no additional cost to the State.

907-230.02--Materials.

907-230.02.1--Soil Mix. Soil mix within all groundcover and annual planting beds shall be furnished at a 24-inch depth. Shrub planting pits shall be backfilled with soil mix as specified on the shrub planting drawing details. Soil mix furnished for all plant materials shall be fertile, friable, sandy loam soil mix complying with the following quantitative analysis:

1. Decomposed organic matter 5 to 8%
2. Silt 10 to 30%
3. Sand 25 to 75%
4. Clay 5 to 10%
5. pH 5.0 to 6.5

Soil mix shall not contain any substance or material inhibitory to plant growth, and shall be without admixture of clay, hardpan, mulch, marl, shale or other material which in the opinion of the Engineer

shall render it unsuitable for use. Soil mix shall also be free of stones, lumps, noxious weeds or their seeds, grasses or their seeds, other plants or their roots, branches, sticks, or other extraneous material larger than two inches in diameter. Soil mix found to contain any of the above-listed items shall be chemically or mechanically treated, or removed from the project at the discretion of the Engineer.

The Contractor shall be required to have tests run on the soil mix proposed for use, to determine the soil mix's compliance with the above-listed quantitative analysis. In addition to the above tests, the Contractor shall be required to have tests run for soluble salt, nitrogen, phosphorus, potassium, calcium, and magnesium content, for percent organic matter, and pH. These soil tests shall be conducted by a soils testing laboratory approved by the Engineer.

Following initial soil testing and approval of soil mix for use, soil mixes placed on the project may be sampled and tested as specified above at random, as directed by the Engineer, at no additional cost to the State.

Additions of fertilizer and/or lime to the soil mix furnished, as may be recommended by the Soil Test Report issued by the soil testing laboratory, shall be done by the Contractor as part of the work. No additions of fertilizer, lime, conditioning, or placement of soil mix shall be done prior to furnishing, in writing to the Engineer, all initial soil test results and obtaining his approval of soil mixes tested.

907-230.02.1.1--Fertilizer. Fertilizer shall be a commercially available material conforming to Mississippi Fertilizer Laws. Fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it, in the opinion of the Engineer, unsuitable for use, will not be accepted. Commercial balanced fertilizer of analysis 13-13-13 shall be provided for use in soil mixture conditioning.

907-230.02.1.2--Lime. Lime shall be crushed or ground so that 90 percent passes a 10-mesh screen and not less than 50 percent will pass a 60-mesh screen. All lime shall have a neutralizing value of 90 percent calcium carbonate or better. Lime which has become caked or otherwise damaged, making it, in the opinion of the Engineer, unsuitable for use, will not be accepted.

Lime shall be applied at the rate specified by the soil test reports.

907-230.02.1.3--Water. Potable water, furnished by the Contractor, shall be supplied to the plants in adequate quantities to insure their healthy survivability until final acceptance of the project. The Contractor shall make whatever arrangements may be necessary to insure an adequate supply of water. The Contractor shall also furnish all necessary hose, equipment, attachments and accessories as may be necessary to complete the work.

907-230.02.1.4--Organic Matter. Klumb's, or approved equal, decomposed pine bark soil conditioner shall be provided for use in planting soil mix.

907-230.02.1.5--Sand. Clean sharp builder's sand shall be provided for use in planting soil mix.

907-230.02.2—Plant Materials.

907-230.02.2.1--General. All plants as indicated on the plans and/or listed in the plant schedule shall be provided. Unless otherwise specifically permitted, plants shall be nursery-grown in accordance with the best modern horticultural practices.

Plants shall comply with State and Federal laws relating to inspection for diseases and insect infestation. Inspection certificates shall be filed with the State.

Substitutions of other plants shall not be permitted unless authorized in writing by the Engineer. If proof is submitted that any plant size specified is unobtainable, a proposal will be considered for use of the nearest equivalent size or variety.

Durable, legible labels stating the correct plant name and size specified in the Plant Schedule shall be securely attached to each plant or plant container delivered to the planting site for the purpose of inspection and plant identification.

907-230.02.2.2--Quality and Inspection. Plants shall conform to the requirements set forth in ANSI 260.1 Standard for Nursery Stock and shall be of standard quality, true to name and type and first-class representatives of their species and variety. Balled & Burlapped (B&B) materials shall have been root pruned within the last two years. Container grown plants shall have been grown in the delivery container for one growing season.

Plants shall have normal, well-developed branches and vigorous fibrous root systems. They shall be healthy, vigorous plants free from defects, decay, disfiguring roots, sun-scald injuries, abrasions of the bark, diseases, insect pests or their eggs, borers and any other form of infestation or objectionable disfigurements.

Plants lacking density or proper proportions, plants which are weak or thin, plants which have a damaged or crooked leader or multiple leaders unless specifically specified, or plants injured by too close planting in nursery rows will be rejected. Plant materials which have been cut back from larger grades to meet certain requirements will not be accepted. Plants shall not be pruned prior to delivery to the point of planting.

All plants shall be subject to inspection and approval by the Engineer at any place and at any time. Portions or parts of plants required for the work may be inspected at the place of growth, but inspection at the place of growth shall not in any way impair the right of rejection at the site.

907-230.02.2.3--Measurements. Trees shall be measured when branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from tip to tip. Caliper measurements shall be taken at a point on the tree trunk six inches above natural ground line for trees up to four inches in caliper. Caliper measurements for trees specified as greater than four inches in caliper shall be taken at a point on the trunk 12 inches above the natural ground line.

Shrubs and groundcover shall be measured by container size; however, additional dimensions are often given within the plant material schedule on the plans to verify that the container size is accurate for the spread & height of the plant, per the American Association of Nurserymen (AAN). These measurements are taken when branches are in the plant's normal position. Height and spread dimensions specified refer to the main body of the plant and not from tip to tip.

Annuals shall be measured by container size.

If a range of size is given, no plant shall be less than the minimum size and not less than 50% of the plants shall be as large as the maximum size acceptable and/or the measurements after pruning, where pruning is necessary.

Plants that meet the measurements specified, but do not possess a normal balance between height and spread, shall be rejected.

Plants larger than those specified and of equal quality to those specified may be accepted at no additional cost to the State.

907-230.02.2.4--Balled & Burlapped (B&B) Trees. Trees designated "B&B" in the Plant Schedule shall be adequately balled with firm, natural balls of soil in sizes as set forth in ANSI 260.1 Standard for Nursery Stock. Balls shall be firmly wrapped with jute burlap weighing not less than 7.2 ounces per square yard or other approved strong cloth of equal strength and resistance to tearing and laced with a suitable heavy jute twine. No B&B tree shall be planted if the root ball is cracked or broken before or during the process of planting or if the tree is loose in the root ball.

907-230.02.2.5--Container Grown Plants. Plants designated "container-grown" in the Plant Schedule shall be furnished in sound containers of the size specified. The plant materials contained therein shall conform to the requirements set forth in ANSI 260.1 Standard for Nursery Stock for container-grown plants. No container-grown plant shall be planted if the root and soil mass is cracked or broken either before or during the process of planting. Root bound container-grown stock will not be accepted. Containers shall be free of weeds and grasses. Containers found to contain objectionable weeds and/or grasses will be rejected.

907-230.02.2.6--Delivery, Handling and Temporary Storage. Trees designated "B&B" shall be freshly dug at the time of delivery. All trees shall be dug and/or handled with skill and care so as to prevent injuries to the trunk, branches and roots and shall be packed in an approved manner to ensure arrival at the project site in good condition.

Plants shall not be bound with wire or rope at any time in such a manner that injury to the plant results. Plants shall be handled and lifted from the bottom of the root ball, using whatever means is necessary.

Protective covering shall be provided for the plants during delivery and while in storage awaiting planting.

Until planted, all plants shall be protected from excessive moisture loss and/or freezing by covering the root balls or containers with sawdust or other approved mulch material. Adequate water shall be provided to all plants while in storage and awaiting planting.

907-230.02.2.7--Pine Bark Mulch. A three (3) inch depth layer of clean pine bark mulch, free of weed seeds, moss, stones, sticks, cones, or other debris shall be provided within the planting saucer of each tree. Pine bark mulch shall not contain materials or toxic substances which may adversely influence growth.

907-230.02.2.8--Antitranspirant. "Wilt-proof" antitranspirant or other approved wilt-proofing agent shall be provided for all trees in leaf.

907-230.02.2.9--Staking And Guying. Materials for staking and guying of trees shall be as called for by the planting details.

The Contractor will be responsible for removal of all tree guy wires. It will be up to the Contractor to determine when to remove guy wires to prevent girdling to tree trunks. The Contractor will re-guy trees if the tree is not yet mature enough to support its own weight, or not enough root growth has occurred to anchor it firmly. If damage occurs to trees from girdling of the trunks, or removal of guy wires too early, the Contractor will replace all such material at no additional cost to the State.

907-230.03--Construction Requirements.

907-230.03.1--Site Preparation. All construction debris shall be removed from the subgrade surface before beginning landscape operations. Subgrade shall be free of all brick, concrete, mortar, gravel, asphalt, lumber, sheetrock, and any other materials which would adversely influence plant growth.

907-230.03.2--Installation. The locations of all trees shall be staked and approval of the Engineer obtained before planting begins. The Engineer may adjust the locations of tree prior to planting.

Prior to planting, fluorescent marking paint shall be used to lay out each of the plant beds for location approval by the Engineer. The plant material in their original containers shall be positioned within the painted bed locations, for approval as well. The Engineer may adjust the locations of the plants prior to planting.

Existing site conditions shall be examined before work begins. The Contractor shall notify the Engineer of any unsatisfactory conditions. No work shall be performed until such conditions are satisfactory and acceptable.

Prior to planting, the Engineer shall be informed in writing of existing conditions which could be detrimental to the successful planting and subsequent growth and health of the plants, including but not limited to: subsurface drainage conditions, underground utility locations, and other subgrade conditions.

All plant pits shall be circular in outline. All excavations shall have vertical sides. The depths and widths shall be as specified on planting details.

907-230.03.3--Setting Plants. Trees shall be uniformly set two to four inches (2" to 4") higher than the surrounding grade or as necessary to provide adequate drainage away from the roots.

Annuals, shrubs and groundcover, as specified in the appropriate planting detail, shall be set to insure the plant material is high enough to promote positive water drainage away from the roots.

Planting areas and pits shall be prepared as specified and as shown on the plans, prior to inserting plants. Specified soil mixture shall be used to backfill beds and pits. When tree pits have been backfilled approximately 2/3 full, water shall be thoroughly incorporated before installing remainder of soil mix to top of pit.

Plants shall be set plumb and braced rigidly in position until the soil mix has been tamped solidly around the root ball.

Rope or strings shall be cut from the top of the root ball after the tree has been set. Burlap or cloth wrapping shall be left intact around balls. Portions of the burlap exposed at the top of root ball shall be turned under and buried.

Shallow saucers capable of holding water about each tree shall be formed by placing a mound of soil mix around the edge of each filled-in pit.

All plants shall be thoroughly watered by hose immediately after planting.

Tree saucers and bed areas shall be uniformly mulched with a three (3) inch layer of pine bark mulch.

Trees over two inches in caliper shall be guyed with a minimum of three guy wires spaced evenly around the tree. Each guy wire shall be attached to the tree with a single loop through a hose with an angle of 60 degrees to the tree trunk. The guy wire shall be attached in accordance with planting details. Guy wires shall be kept taut. Removal of guy wires will be the responsibility of the Contractor.

All trees shall be pruned, as necessary, at the site in accordance with standard modern horticultural practice as approved by the Engineer. Cuts over two inches in diameter shall be painted with flat black oil based enamel paint. Pruning shall be done with clean, sharp tools.

907-230.03.4--Site Maintenance. Excess and waste materials shall be continuously and promptly removed and disposed of as specified herein and all reasonable precaution taken to avoid damage to existing structures.

When all work has been completed in an area, the area shall be cleaned up to the satisfaction of the Engineer. Debris, rubbish, subsoil, soil mix and other waste material shall be cleaned up and

removed from the project site.

907-230.03.5--Protection Of The Work And The Public. The Contractor shall take all necessary precautions to adequately protect the work under construction from damage by the public and to protect the public from accident and unnecessary inconvenience.

In the event that pavement, structures, walls, sidewalks, curbs, substructures, or utilities are disturbed or damaged by the Contractor during execution of the work, the Contractor shall make repairs, at no additional cost to the State. If the damaged item is owned or operated by one of the several public utilities, repair shall be accomplished as directed by the utility. If the damaged item is the property of the State, repair shall be made in a manner acceptable to the Engineer.

907-230.03.6--Landscape Maintenance. Maintenance shall begin immediately after each plant is planted.

Maintenance of new plants shall consist of pruning, trimming, watering, cultivating, weeding, mulching, resetting to proper grades or upright position, restoration of the planting saucer, litter removal from bed areas and furnishing and applying such sprays as are necessary to keep the plants free of insects and diseases. This will be required until final acceptance of the work.

Planting areas and plants shall be protected at all times against trespassing damage of any kind for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed by the Engineer at no additional cost to the State. No work shall be done within, adjacent to, or over any planting area without proper safeguards and protection to the plant.

The Contractor shall be responsible for keeping all plants and work incidental thereto, in good condition by planting replacements, watering, weeding, pruning and spraying, and by performing all other necessary operations of care for promotion of root growth and plant life, so that all work is in a satisfactory condition at the final inspection of the project.

All leaves, litter, gravel, or other debris shall be removed from all landscaped areas at weekly intervals until final acceptance. Such materials shall be collected and properly disposed of off the project site.

The root system of all plants shall be watered at such intervals as will keep the surrounding soil in the best condition for promotion of root growth and the overall healthy life of the plant.

907-230.3.7--Inspection And Final Acceptance. After the completion of all items of work, and upon written request of the Contractor, the Engineer will inspect all work for final acceptance. Upon completion of any deficiencies, the Engineer will certify in writing as to the final acceptance of the project. The Contractor's responsibility for maintenance will terminate the day after final acceptance of the work.

907-230.04--Method of Measurement. Tree planting, annual planting, shrub and groundcover

planting, complete and accepted, will be measured per each as indicated on the plans and in the bid schedule of the contract.

907-230.05--Basis of Payment. Tree planting, annual planting, shrub and groundcover planting, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all planting soil mix, soil lab testing and reports, fertilizer, lime, herbicide treatment, nursery tagging and associated trips, tree staking and guying, mulches, watering, plant material, labor and equipment, storing and protection and incidentals necessary to complete the work.

Payment will be made under:

907-230-A: Tree Planting, <u>Description</u>	- per each
907-230-F: Shrub and Groundcover Planting, <u>Description</u>	- per each
907-230-G: Annuals Planting, <u>Description</u>	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-282-1

CODE: (SP)

DATE: 05/11/2004

SUBJECT: Irrigation System

Section 907-282, Irrigation System, is hereby added to and made a part of the 2004 Edition of the Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-282 -- IRRIGATION SYSTEM

907-282.01--Description. Lawn and shrub bed irrigation systems shall be constructed to the grades and conforming to the areas and locations shown on the plans.

Irrigation lines shown on the plans are essentially diagrammatic. Specific locations of equipment shall be established by the Contractor at the time of construction. Exceed spacing of heads as shown on the plans only with the permission of the Engineer.

907-282.01.1--Irrigation Operations. Irrigation operations shall be performed by a firm having a minimum of two consecutive years experience in this area of work and having installed other jobs of similar size and scope. Contractor shall provide a minimum of three references and a list of similar projects with the Client's names, addresses, and telephone numbers, when requested by the Engineer.

907-282.01.2--Field Investigations: The Contractor shall visit the job site and become familiar with the nature and location of the work, existing conditions, and other conditions that will be obligated to operate in the performance of the work.

907-282.01.3--Substitutions and Submittals. Substitutions shall be made only with the written approval of the Engineer. Substitutions will not be considered prior to opening of bids. Substitution of an irrigation head shall be accompanied by a Contractor prepared piping diagram noting pipe sizes, pressure loss calculations, and head locations necessary to achieve the desired watering provided by the system as designed.

The Contractor shall submit seven copies of manufacturer's product data of materials specified herein for review and approval by the Engineer.

907-282.01.4--Department's Instruction and Maintenance Data. General: The Contractor shall furnish the following instructions and maintenance data. Final Acceptance will not be made until the Work has been reviewed and approved by the Engineer.

- 1) As-built plans: Two sets, noting exact locations of elements and changes to the plans in red.

- 2) Operation Manual: Two copies, bound in 1-inch diameter three ring binders, indexed and tabbed for easy reference, and labeled on spine and cover. Manual to include:
 - A. Approved submittals,
 - B. Installation instructions, including mounting details for control valves.
 - C. Operating Instructions, including winterization procedures, recommended operation sequence, frequency, and length of operation cycle, as per relationship to estimated absorption rate, evaporation rate and anticipated GPM.
 - D. Maintenance Instructions: Items requiring manufacturer's product data and installation instructions. Complete warranty information, mail to manufacturer, and provide copies to the Department.
- 3) Extra Stock: In addition to the installed system, provide one sprinkler head of each size and type, one valve key (per valve) for operating manual valves, one key per valve box, two wrenches for each type of head cover, and two wrenches for removing and installing each type of head.

907-282.02--Materials.

907-282.02.1--General: Materials shall be new and without flaws or defects, and of quality and performance as specified. Overages at completion are property of the Contractor, and are to be removed from the site.

Materials and equipment specified by "Proprietary Specification" as manufactured by a particular company, etc., shall be for the express purpose of establishing minimum acceptable performance requirements. Acceptable manufacturers shall include:

- A. The Toro Company - Irrigation Division
- B. Rain Bird Sales, Inc. - Turf Division
- C. Hunter Irrigation

The provision of providing other acceptable manufacturer's as potential substitutions shall not disregard the requirements of paragraph Subsection 907-282.01.3.

907-282.02.2--Delivery and Storage. Damaged materials will not be accepted. Any packaged materials shall be delivered to the site in the original, unopened containers. Materials delivered to site prior to actual usage shall be stored in a place not to interfere with other trades or construction operations and protected from damage by weather or other elements as needed.

907-282.02.3--Pipe and Pipe Fittings.

907-282.02.3.1--Plastic Piping. Plastic pipe shall be Class 160 SDR 26 - ASTM D2241 Polyvinyl Chloride (PVC) pipe NSF approved. Pipe up to and including 2½ inches in diameter shall have bell and socket joints. Pipe greater than 2½ inches in diameter shall have snap connections with rubber gasket joints.

907-282.02.3.2--Sleeves. Sleeves shall be of the size noted on the plans, and shall be schedule 40 PVC pipe.

907-282.02.3.3--Plastic Fittings and Risers. Plastic fitting and risers shall be Schedule 40 or Schedule 80 PVC. Risers above finished grade shall receive two coats of black exterior semi-gloss enamel paint.

907-282.02.3.4--PVC Solvent Cement. PVC solvent cement shall meet the requirements of ASTM Designation: D 2564.

907-282.02.3.5--Polyethylene Pipe and Fittings. Polyethylene pipe and fittings shall be installed between supply lines and heads. Thick wall, flexible, polyethylene pipe, with fittings that have male barbs on one end and either male or female screw ends opposite shall be used. Glue fittings and female barb adapters shall not be allowed. Pipe and fittings shall be Toro Funny Pipe and Fittings as manufactured by Toro-Irrigation Division, Riverside, California, or an approved equal.

907-282.02.4--Valves.

907-282.02.4.1--Electric Control Valves. Electric control valves shall be PEB Series as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, or approved equal.

Water-tight connectors shall be provided using Scotch Lock or Rain Bird Snap Tight connectors with sealant for wiring connections at electric valves.

Valve box for electric valves shall be the 12-inch Standard Box with snap lock cover as manufactured by Ametek, Plymouth Products Division, Sheboygan, WI 53082, or an approved equal.

907-282.02.4.2--Quick Couplers. Quick couplers, each with Key and Hose Swivel, shall be the 44 Series Coupler and Coupler Key, and SH series swivel hose connector, as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, CA, or approved equal.

Quick couplers shall be installed inside a valve box as noted on the plans.

907-282.02.4.3--Isolation Valves. Gate valves shall be manufactured in accordance with AWWA C500 and shall have a rated water working pressure of 200 PSI. Gate valves shall be iron body, bronze mounted, double disc, parallel seat, non-rising stem type. Each valve shall have "O" ring type stem seal, standard 2-inch AWWA square operating nut, and shall be opened by COUNTER-CLOCKWISE stem rotation. Except where otherwise specified, indicated, or required for the application involved, gate valves ends shall be AWWA Specification C111 mechanical joint type, with plain rubber gaskets. Gate valves shall be manufactured by Waterous, Clow, or an approved equal.

One (1) key for every three valves installed shall be provided.

With each valve, install a valve box which shall be standard cast iron two-piece 5¼-inch inside shaft diameter screw adjustable type, consisting of a cover marked "WATER", and upper telescoping section, and a lower section. Where necessary to provide extra depth, provide cast iron extension pieces as required.

907-282.02.5--Sprinkler Heads.

907-282.02.5.1--Full or Part Circle Pressure Regulating Pop-Up Fixed Spray Sprinkler.

These sprinklers shall be 1800 Series sprinklers with pressure regulators and nozzles as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, or approved equal.

907-282.02.5.2--Full or Part Circle Pop-up Gear Driven Rotor Sprinkler. These sprinklers shall be R-50 and 3500 Series sprinklers with the Seal-A-Matic anti-drainage check valve feature (SAM) as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, or approved equal.

907-282.02.6--Control Wire. Control Wire and common wire shall be a minimum AWG 14 size, copper wire suitable for direct burial.

907-282.02.7--Low Point Drains. Low-point drains shall be an Automatic Valve model number 290-02 as manufactured by Toro, or an approved equal. The Contractor shall provide two drains at the lowest points of each zone, with each atop an 8-inch by 8-inch by 8-inch area of coarse gravel.

907-282.02.8--Automatic Controller. Automatic controllers shall be a Model ESP-LX+ controller with lockable cabinet, as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, or approved equal. With each controller, the Contractor shall provide one Automatic Rain/ Freeze Switch, the Mini-Click 2 Rain Sensor #502, as manufactured by Glen Hilton, or approved equal.

907-282.03--Construction Requirements.

907-282.03.1--Pressure/ Flow Test. Immediately after installation of meters, and before installing pipe, the Contractor shall test and provide written results to the Engineer of the static pressure, dynamic pressure, and gallons per minute. Tests shall be performed at the beginning tap or meter and note as such on the written results.

The Contractor shall receive approval from the Engineer to proceed with construction along with proposed revisions (if required due to test results) prior to installation.

907-282.03.2--Execution and Trenching. Trenches shall be excavated to pipe grade depth. The width of trench shall be at least 3 1/2 inches. Any over-excavation shall be backfilled and hand tamped prior to installing piping. In soils containing rock or other hard material that may

damage the pipe, the trench shall be excavated deeper than required and backfilled to pipe grade with selected fine earth or sand. The trenches shall be kept free of obstructions and debris that would damage pipe.

More than one pipe may utilize the same trench, however, pipe arrangement in the trench shall remain continuous throughout the run of pipe/ trench and the amount of cover shall not be reduced to accommodate additional pipe.

907-282.03.3--Piping System.

907-282.03.3.1--Cover. Pipe system cover shall be as follows:

Lawn and planting areas:	14 inches below finish grade
Roadways:	36 inches below finish grade
Parking areas:	24 inches below finish grade

907-282.03.3.2--Clearances. A minimum 1-inch vertical clearance shall be maintained between lines crossing at an angle greater than 45 degrees.

907-282.03.4--Piping Erections.

907-282.03.4.1--Threaded Plastic Pipe. Do not use solvent cement on threaded joints. Threaded joints are to be wrapped with Teflon tape. When threaded pipe is used, material shall be Schedule 80 PVC.

907-282.03.4.2--Cemented Joints for PVC Bell End Pipe and PVC Pipe with Socket Fittings. These joints shall meet the requirements of ASTM Designation: D 2855.

907-282.03.5--Valves. Values shall be installed plumb to within 1/16 inch. Scotch Lock connectors shall be installed to wiring in accordance with the manufacturer's written instructions. A 2-foot section, beginning at the Scotch Lock connection, is to be wrapped around a minimum 1/2-inch diameter pipe to protect against electrical surges from lightning..

907-282.03.6--Sprinklers. Sprinklers shall be installed plumb to within 1/16 inch. Heads along walks and curbs shall be set flush to within 1/8 inch. Other heads shall be set as per details and plans.

907-282.03.7--Control Wire. Control wire shall be buried in the same pipe trench, and bundle and tape together at not more than 10-foot intervals.

907-282.03.8--Backfill: Do not backfill until system, or that portion thereof, has been tested and approved. Trench shall be filled to within three inches of top with excavated soil and water to compact soil. Fill the top three inches of the trench with existing topsoil in planting areas and wheel roll until compaction of backfill is same as surrounding soil.

907-282.03.9--Electrical Connections. Electrical connections shall be in strict accordance with the latest edition of the National Electrical Code. Contractor shall provide the electrical connection to the system as designated on the plans and as specified herein. Splices to electrical wire between the controller to valves or power supply shall be made within watertight junction boxes.

907-282.03.10--Automatic Controller. Location and installation of the automatic controller shall be as per plans, and approved by Engineer prior to installation.

Rain-Freeze device shall be located where approved by the Engineer.

907-282.03.11--Flushing. Following installation of piping, risers and valves, but prior to installation of sprinkler heads, the piping system shall be thoroughly flushed under a full head of water. Flushing shall continue for three minutes through the furthestmost valve. After flushing, the risers shall be capped.

907-282.03.12--Testing. The tests shall be performed in the presence of the Engineer.

907-282.03.12.1--Pressure Test. The Contractor shall hydrostatically test the main piping system between meter and valves in place prior to backfilling. A minimum pressure of 50 PSI shall be maintained without pumping for period of one hour. The test shall be considered acceptable if no leakage or loss of pressure is evident during test period. Any leaks shall be repaired. Retests shall be performed until test pressure can be maintained for duration of test. It is assumed that a water supply with a 50-PSI pressure is available on site, wherein no mechanical pumping equipment is required.

907-282.03.12.2--Operation Test. At the conclusion of pressure test, sprinkler heads shall be installed and entire system tested for operation under normal operating pressure. Heads shall be adjusted as noted on plans. The entire system shall then be retested. Test is acceptable if the system operates in a satisfactory manner, with uniform coverage of areas to be irrigated.

907-282.03.13--Guarantee. The Work shall be guaranteed for one year from date of final acceptance against defects in material, equipment and workmanship. The Contractor shall repair damage to the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the Department. Repairs, if required, shall be done promptly at no cost to the Department.

907-282.03.14--Final Acceptance. Final acceptance shall be in accordance with Section 105 of the Standard Specifications.

907-282.04--Method of Measurement.

907-282.04.1--Sprinkler Heads. Sprinkler heads, accepted in place, will be measured per each for the type of head specified, including nozzle.

Excavation, fittings to lateral pipe including risers, if necessary, adjustment of spray pattern, setting to proper grade, and backfilling, will not be measured for separate payment.

907-282.04.2--Piping. Piping, as noted on the plans and as adjusted by the Contractor in the field, will be measured per linear foot for each size specified.

Miscellaneous fittings, PVC cleaner and glue, and operations necessary to fit and contour pipe to the trench will not be measured for separate payment.

907-282.04.3--Sleeves. Sleeves, as noted on the plans and as adjusted by the Contractor in the field, will be measured per linear foot for each size specified.

Boring under existing pavement, miscellaneous fittings, PVC cleaner and glue, and operations necessary to install the sleeves will not be measured for separate payment.

907-282.04.4--Valve Control Wire. Valve control wire, as needed for power supply and control of the electric control valves from the electric controllers, shall be measured per linear foot.

Miscellaneous fittings, water-tight junction boxes, if necessary, and curling of wire at valves will not be measured for separate payment.

907-282.04.5--Trench Excavation and Backfill. Trench excavation and backfill, as needed for piping and wiring, will be measured per linear foot.

Depth or width of trench will not be considered for separate payment.

907-282.04.6--Meter with Meter Box. Meters with meter box, complete and in place, will be measured per each.

Connection to existing tap, cut off valves, meter deposit, or backfilling will not be measured for separate payment.

907-282.04.7--Electric Controller. Electric controllers, complete and in place, will be measured per each.

Connection to power supply, installation of rain-freeze switch, rigid galvanized conduit above grade with straps, ground rod and ground wire will not be measured for separate payment.

907-282.04.8--Electric Control Valve, Isolation Valve, and Quick Coupler Valve. Electric control valves, isolation valves, and quick coupler valves, complete and in place, will be measured per each.

Excavation, installation of valve box, backfilling, scotch lock protectors, and connection to valve wiring will not be measured for separate payment.

907-282.05--Basis of Payment.

907-282.05.1--Sprinkler Heads. Accepted quantities for each type of sprinkler head will be paid for at the contract unit price per each. Prices paid shall be full compensation for completing the work.

907-282.05.2--Piping and Sleeves. Accepted quantities for each size of piping will be paid for at the contract unit price per linear foot. Prices paid shall be full compensation for completing the work.

907-282.05.3--Valve Control Wire and Trench Excavation and Backfill. Accepted quantities for valve control wire and trench excavation and backfill will be paid for at the contract unit price per linear foot. Prices paid shall be full compensation for completing the work.

907-282.05.4--Meter with Meter Box, Electric Controller, Electric Control Valve, Isolation Valve, and Quick Coupler with Key and Hose Swivel: Accepted quantities for meter with meter box, electric controller, electric control valve, isolation valve and quick coupler will be paid for at the contract unit price per each. Prices paid shall be full compensation for completing the work.

Payment will be made under:

907-282-A: Sprinkler Head, <u>Type</u>	- per each
907-282-B: Piping, <u>Size</u>	- per linear foot
907-282-C: Sleeves <u>Size</u>	- per linear foot
907-282-D: Valve Control Wire	- per linear foot
907-282-E: Trench Excavation and Backfill	- per linear foot
907-282-F: Meter with Meter Box, <u>Size</u>	- per each
907-282-G: Electric Controller, <u>Type</u>	- per each
907-282-H: Electric Control Valve, <u>Size</u>	- per each
907-282-I: Isolation Valve, <u>Size</u>	- per each
907-282-K: Quick Coupler with Key and Hose Swivel	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-406-1

CODE: (SP)

DATE: 06/02/2004

SUBJECT: Cold Milling of Shoulders

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

At the end of Subsection 406.05 on page 280, add the following:

907-406-C: Cold Milling of Shoulders, All Types, All Depths

- per square yard,
cubic yard or ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-611-1

CODE: (SP)

DATE: 05/12/2004

SUBJECT: Brick Pavers

Section 611, Brick Masonry, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Brick Pavers Only:

907-611.01--Description. This work consists of constructing brick paver units, sand setting bed, joint sand, joint fabric, and concrete restraining bands in accordance with this specification and in reasonably close conformity with the lines, grades, dimensions, and details shown on the plans or as directed.

907-611.01.1--Quality Assurance. Construction of the brick pavers shall be by a Contractor with at least one year experience in placing interlocking brick or interlocking concrete pavers.

907-611.01.2--Submittals. The Contractor shall perform the following relative to brick paver submittals:

- Submit shop or product drawings and product data.
- Submit samples of brick paving units to indicate color and shape selections.
- Submit sieve analysis for grading of bedding and joint sand.
- Submit specifications and sample of fabric to be used for joint covering in the construction of the sand setting bed.
- Submit test results for compliance of brick paving units or requirements of ASTM Designation: C 902 and ASTM Designation: C 67 from an independent testing laboratory.
- Submit shop drawings for fabrication, bending, and placement of concrete reinforcement placed within concrete band restraints for the brick pavers.
- Submit laboratory test reports for concrete materials and mix design test as specified.

907-611.01.3--Mock Ups. The Contractor shall install a 10-foot x 10-foot paver area, as described in Subsection 907-611.03.2, to determine surcharge of the sand layer, joint sizes, lines, laying pattern(s) and texture of the job. This shall be the standard from which the work will be judged.

907-611.01.4--Delivery, Storage, And Handling. Brick pavers shall be delivered to the site in steel banded, plastic banded or plastic cubes capable of transfer by fork lift or clamp lift. Pavers shall be unloaded at the job site in such a manner that no damage occurs to the product or the project site.

Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be weighted to resist removal by wind.

907-611.01.5--Weather Conditions. Sand or pavers shall not be installed during rain, snowfall or times of freezing conditions.

907-611.02--Materials.

907-611.02.1--Manufactured Brick Paving Units. Brick pavers shall be "English Edge" interlocking brick paver units manufactured by Pine Hall Brick, or an approved equal.

Pine Hall Brick
P.O. Box 11044
Winston-Salem, NC 27116-1044
(800) 334-8689

Product overall dimensions, and thickness of paver(s) shall be 4 inches by 8 inches by 2¼ inches thick.

Pavers shall meet the requirements of ASTM Designation: C 902, Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PX and ASTM Designation: C 67 for freeze and thaw requirements. Pavers shall have a compressive strength rating of 12,000 p.s.i. minimum to 15,000 p.s.i. maximum. Cold water absorption shall not exceed 6%.

Brick Type: English Edge
Color: Full Range (red)

907-611.02.2--Bedding And Joint Sand. Bedding and joint sand shall be clean non-plastic free from deleterious or foreign matter. The sand shall be natural sand or sand manufactured from crushed rock. Grading of samples shall be done in accordance with the requirements of ASTM Designation: C 136. The particles shall be sharp and conform to grading requirements of ASTM Designation: C 33.

907-611.02.3--Fabric Covering for Inside Corners of Concrete Curbs and Concrete Joints. Wherever the brick paving units overlay a construction or control joint in the concrete base, or wherever the pavers are restrained on the sides by either a concrete curb or concrete band restraint, the Contractor shall fully overlay all joints with either asphalt glass felt meeting the requirements of ASTM Designation: D 2178, or an approved geotextile fabric. Fabric overlap shall be at least 18 inches beyond each side of the joint. The inside corners of all concrete curbs

and concrete restraints shall be fully covered, as shown on the drawing details for brick paver installation.

907-611.02.4--Concrete for Brick Paver Restraining Band. Concrete for Brick Paver Restraining Band shall be Portland Cement, Type 1, or an approved equal. The Contractor shall use one brand of cement throughout the project, unless otherwise approved by the Engineer.

Normal Weight Aggregates shall meet the requirements of ASTM Designation: C 33, and as herein specified. Aggregates for exposed concrete shall be provided from a single source.

Lightweight Aggregates shall meet the requirements of ASTM Designation: C 330.

Water shall be potable.

Air-Entraining Admixture shall meet the requirement of ASTM Designation: C 260.

Subject to compliance, available products which may be incorporated in the work, but are not limited to, are the following:

- "Sika Aer"; Sika Corp.
- "MB-VR or MB-AE"; Master Builders.
- "Dorex AEA"; W. R. Grace.
- "Edoco 2001 or 2002"; Edoco Technical Products.

907-611.03--Construction Requirements.

907-611.03.1--General. Prior to the installation of the brick pavers, the Contractor shall verify that the base is dry and ready to support sand, pavers and imposed loads; verify that the gradients and elevations of the base are correct; and verify the location, type, installation and elevations of the edge restraints around the perimeter area to be paved.

907-611.03.2--Installation. The Contractor shall perform the following during the brick paver installation:

Spread the sand evenly over the base course and screed to one inch thickness. The screeded sand should not be disturbed. Place sufficient sand to stay ahead of laid pavers.

Ensure that pavers are free of foreign materials before installation.

Lay the pavers in a herringbone pattern maintaining straight pattern lines.

Maintain a joint spacing between the pavers of 1/16 inch to a maximum of 1/8 inch wide.

Fill gaps at the edges of the paved area with cut pavers or edge units.

Cut pavers to be placed along the edge with a double bladed splitter or masonry saw.

Use a low amplitude, high frequency plate vibrator capable of 3000 to 5000-pound centrifugal compaction force to vibrate the pavers into the sand.

Vibrate the pavers, sweeping dry sand into the joints and vibrating until they are full. This will require at least two or three passes with the vibrator. Do no vibrate within three feet of the unrestrained edges of the paving units.

All work within three feet of the laying face must be left fully compacted with sand-filled joints at the completion of each day. Cover the remaining uncompacted of each day. Cover the remaining uncompacted edge of the laying face and sand with waterproof covering.

Sweep off excess when the job is complete.

The final surface elevations shall not deviate more than 3/8 inch under a 10-foot straightedge.

The surface elevation of pavers shall be 1/8 inch to 1/4 inch above adjacent inlets, brick collars or channels.

907-611.03.3--Concrete Restraining Band Installation. Unless otherwise indicated, formwork for exposed concrete band restraints shall be constructed with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. The largest practicable sizes shall be furnished to minimize number of joints. Form material shall be furnished with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection. Plywood shall comply with U. S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class 1, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

Concrete design mixes for normal weight concrete shall be provided with the following properties:

28-day compressive strength	3000 psi
W/C ratio	0.58 maximum, non-air-entrained
	0.46 maximum, air-entrained

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the State and as accepted by the Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Engineer before being incorporated in the work.

Air-entraining admixture shall be used in exterior exposed concrete, unless otherwise indicated. Air-entraining admixture shall be added at manufacturer's prescribed rate to result in concrete, at the point of placement, having an air content with following limits:

Concrete exposed to freezing and thawing
or subjected to hydraulic pressure:

3% to 5% for maximum 2" aggregate
3% to 7% for maximum 3/4" aggregate
6% to 8% for maximum 1/2" aggregate

Other Concrete:

2% to 4% air

Ready-Mix concrete shall comply with requirements of ASTM Designation: C 94, and as herein specified.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM Designation: C 94 may be required.

When the air temperature is between 85°F and 90°F, mixing and delivery time shall be reduced from 1½ hours to 75 minutes, and when the air temperature is above 90°F, mixing and delivery time shall be reduced to 60 minutes.

Design formwork shall be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials. Forms shall be constructed to the sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Forms shall be fabricated for easy removal without hammering or prying against concrete surfaces. Crush plates or wrecking plates shall be provided where stripping may damage cast concrete surfaces.

Exposed corners and edges, as indicated, shall be chamfered using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Contact surfaces of forms shall be coated with a form-coating compound before reinforcement is placed. Contractor shall use thin form-coating compounds only with thinning agent of the type, and in amount, and under conditions of form-coating compound manufacturer's directions. Excess form-coating material shall not be allowed to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Form-coating material shall be applied in compliance with manufacturer's instructions. Steel forms shall be coated with a non-staining, rust-preventative form oil to protect the forms against rusting. Rust-stained steel formwork will not be allowed.

Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" shall be used for details and methods of reinforcement placement and supports, and as herein specified. Loose rust, mill scale, dirt, ice, and other materials which reduce or destroy bond with concrete shall be cleaned from the reinforcement. Reinforcement shall be accurately positioned, supported and secured to prevent displacement by formwork, construction, or concrete placement operations. Reinforcement shall be located and supported by metal chairs, runners, bolsters, spacers, and hangers, as required. Tie bars and bar supports shall be arranged, spaced and secured to hold the reinforcement in position during concrete placement operations. Wire ties shall be set so the ends are directed into concrete, not toward exposed concrete surfaces.

907-611-B: Brick Pavers - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-630-1

CODE: (SP)

DATE: 06/08/2004

SUBJECT: Changeable Message Signs

Section 630, Traffic Signs and Delineators, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-630.02--General Material Requirements. After Subsection 630.02.12 on page 458, add the following:

907-630.02.13--Changeable Message Sign. The changeable message sign shall be trailer-mounted, full size, LED, full matrix, solar powered, portable changeable message sign. The sign shall be capable of operation via onboard keyboard/keypad and remote operation using software running under the Windows 2000 and Windows XP Operating System. The entire sign assembly shall be designed and constructed to withstand and operate during a minimum of 75 MPH wind gusts with all outriggers and/or leveling jacks in place. The entire sign assembly, including each component exposed to weather, shall be sealed and water-proofed to prevent water penetration when subjected to rain and gusting winds of 75 MPH. If more than one changeable message sign is specified, they shall all be of the same model and from the same manufacturer. All parts and materials used to construct the changeable message sign shall be new and interchangeable.

The changeable message sign shall be provided with the necessary hardware to control the sign remotely. The manufacturer shall supply a serial and USB connection within the sign control cabinet so that a laptop computer using the remote software can communicate directly with the sign's central processing unit.

The changeable message sign shall be capable of displaying dynamic real-time traffic speeds through the use of a traffic radar transducer. The sign shall also be capable of radar interrupt. This option shall interrupt the original user-specified sequence of messages to display the approaching vehicle speeds and/or an alternate sequence of messages as determined by the user. This option shall also have the functionality to display the speeds of the approaching vehicles as a stand-alone sequence.

At the preconstruction conference, or no later than 45 days prior to use, the Contractor shall submit, for review and approval by the Engineer, pertinent documentation from the manufacturer of the sign showing that the sign meets the requirements of these specifications and that the sign has been tested by and passed the requirements of the National Transportation Product Evaluation Program (NTPEP). The Contractor shall not use changeable message signs that have not been approved by the Engineer.

General. The changeable message sign shall be mounted on a portable trailer containing the necessary solar panels, deep-cycle heavy-duty batteries, and battery charger. The sign shall be

capable of operating for 21-days using the sign batteries without recharging. In the event of prolonged lack of sufficient sunlight, the sign batteries shall be capable of being charged while the sign is operating by the use of a standard 120 Volt AC generator. The sign shall be equipped with a male plug-in and a 50-foot long extension cord constructed of a minimum 12-gauge wire for this purpose. This plug-in shall also be capable of charging the sign batteries using standard 120 Volt AC current when the sign is not in use.

The changeable message sign shall be supplied with the necessary onboard hardware to control the sign remotely. This hardware shall consist of, but is not limited to, a cellular telephone capable of operating in the digital mode, the necessary external antenna, communications cables, and the necessary modem for communicating with the sign operating software. The sign shall also be supplied with the necessary software to control the sign from a remote location. This software shall be Windows 2000 and Windows XP compatible for use on any desktop or laptop equipped with a Hayes Compatible Modem, and any necessary software which must be installed on the sign for communication with a remote computer. The cell phone and/or modem shall be capable of communication using the MDOT cell service provider (Cingular) and it shall be the responsibility of the manufacturer/contractor to demonstrate this service. The sign shall be capable of data communications at a minimum transmission speed of 40 kilobytes per second. The sign shall not be dependent on cellular digital packet data type technology for wireless communications.

The software for controlling the sign and sign messages shall be password protected to safeguard against unauthorized use. There shall be a minimum of three (3) levels of password protection. The most restrictive level shall allow an operator to select a preprogrammed sequence of messages for display while restricting access to the computer's sign and sequence programming. The next restrictive level shall allow the operator to access the sign's primary controls such as sign brightness, message and sequence editing, and establishing schedules. The least restrictive level shall allow full access to all controls, passwords, signs parameter display, and diagnostic display.

Sign diagnostics shall include, but not be limited to, LED brightness controls, internal operating temperature, sign status, communications status, radar status and solar status via onboard display and/or when specified, remote software. The sign status shall provide information on the sign operation that includes CPU inputs and outputs, battery voltage, 110 VAC service indicator, low voltage indicator, and photocell ambient light level. The solar status shall provide information on voltage level from the batteries, voltage level for the LED display, sign brightness level, percent of maximum brightness for LED's, and photocell ambient light level.

The sign software shall be capable of both local and remote scheduling predetermined sequences of messages based on a programmed time and date.

There shall be a minimum of 180 permanently pre-stored, standard signs and messages as detailed in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), all capable of being displayed. There shall also be storage space provided for an additional 150 user-programmed signs and/or messages. Each sign CPU shall have the capacity to store a minimum of 50 programmable sequences. Each sequence shall be capable of displaying up to

six (6) programmed signs, symbols, or messages. There shall also be provided, as stored data, and capable of being displayed, all graphical symbols of regulatory and warning symbols detailed in the latest edition of the MUTCD.

The sign display shall be capable of displaying both static and dynamic graphics/messages. The sign display shall also be capable of displaying messages in full size to utilize the maximum area of display. It shall also be capable of displaying conventional one, two, or three-line messages for display with a choice of a minimum of three (3) font sizes. The font sizes shall include: 18-inch single stroke, 18-inch double stroke and 28-inch double stroke.

At least two copies of user manuals shall be provided with each sign. Each manual shall include all operational functions and software required to operate the sign on site and remotely. This manual shall include all wiring diagrams, parts lists, and sign specifications as well as component warranty information. Each copy shall be bound and shall contain laminated sheets. A list of all permanently pre-stored messages with corresponding numbers shall be included in the users manual. A laminated copy of the stored messages with corresponding numbers shall also be placed in the control cabinet.

Trailer Control Cabinet. The control cabinet shall be constructed of aluminum and shall receive an automotive grade protective coating as should the rest of the trailer. The sign cabinet shall be manufactured to withstand all types of adverse weather conditions and shall have screens or filters installed to keep insects out. This control cabinet shall be lockable, internally illuminated, and house the keyboard terminal and control panel. Lighted keys and terminal displays are acceptable. This control cabinet shall be manufactured in accordance with the latest NEMA 3R/4 standards. The control cabinet shall contain all controls and the necessary gauges for monitoring sign activity. All controls shall be labeled using engraved laminated plastic that is a minimum of 1/16-inch thick. These gauges shall include, but are not limited to, a voltmeter, which indicates current battery charge status, and an amp meter, which indicates current/charging status. The provision of this information via digital readout on a control console or panel is acceptable.

Sign Display. The sign display housing shall be constructed of aluminum and shall be composed of a full matrix of LED's. The sign display housing shall be manufactured in accordance with the latest NEMA 3R/4 standards. The sign shall be comprised of easily interchangeable modules that may be individually replaced in the event of failure or damage. The sign display shall have the minimum capability of displaying three lines of 18-inch nominal high text with eight characters per line. The sign display shall be capable of displaying preprogrammed Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. This sign shall be a full matrix type, not a fixed matrix type. The sign display shall also be capable of displaying user-defined custom messages and graphics. These messages shall be capable of saving for later recall and use. The sign shall be capable of displaying a preprogrammed default message, or no message at all, in the event of a power failure. When displaying text messages, the spacing between lines of text shall be a minimum of six (6) inches and the inter-character spacing shall be a minimum of three (3) inches. The sign shall be capable of shutting down its LED display if internal cabinet temperatures reach a level that is determined unsafe by the manufacturer. The LED's shall be ITE amber wide angle for both daytime and

nighttime viewing at an angle of 17 degrees, shall be rated for a service life of 100,000 hours, and shall have an operating temperature range of between -22°F to +165°F. The associated electronics for operation of display power supply shall be fully operational in the temperature range of -30°F to +165°F. The sign display shall be protected by a non-glaring polycarbonate material of at least ¼ inch thickness. The display shall provide easy access to all components contained within the display housing.

LED Brightness Control. The sign shall be equipped with both automatic and manual controls to adjust the brightness of the LEDs. The automatic control shall be capable of varying the LED brightness by sensing the ambient light level using photocells. The manual brightness control shall be password protected to safeguard against unauthorized use. LED brightness control shall also be contained within the remote operational software.

Sign Trailer. The trailer shall be equipped with a minimum of two wheels with heavy-duty radial tires. It shall be constructed using a minimum of ASTM A36, 3-inch by 3-inch and 3-inch by 5-inch steel tubing both with a minimum of 3/16-inch wall thickness. Each wheel shall be equipped with one locking lug nut. A minimum of four keys for the locking lug nuts shall be supplied for each trailer. The trailer spring leafs shall be rated for 3500 pounds. The wheels shall be 15-inch steel wheels with five lug bolts per wheel. The wheels shall each be fitted with new P 205-75-15B rated tires.

The trailer shall be provided with a minimum of four outriggers or leveling jacks. One outrigger or leveling jack shall be mounted near each corner of the trailer. The length of the leveling jacks shall be such that when the trailer is level, all four jacks and the tongue jack can be lowered into the vertical position. The trailer shall also be provided with a trailer stand mounted on the tongue of the trailer. The trailer stand shall be a corrosion resistant, screw type jack stand which provides up to a 25-inch lift with a pull-pin swivel release that enables the jack to swing up to a horizontal position for towing. The stand shall also include a 6-inch wheel that allows horizontal positioning of the trailer. The jack stand shall be welded, not bolted, to the tongue of the trailer. The trailer shall be provided with legal tail/brake lights, signals, and license plate mounting bracket. The trailer shall be provided with a 2-inch "hammer blow coupler" style hitch capable of being reversible with a 2½-inch Pintle ring. The trailer shall contain the batteries, solar panels, display lift, and control console.

The trailer shall be equipped with an electrically operated hydraulic lift capable of a slowly raising and lowering the sign display. The sign shall also be equipped with a manual backup lift. The electrically operated hydraulic display lift shall raise the sign to a minimum of seven feet above the roadway surface. The sign display shall be capable of rotating and locking at any selected angle up to 360 degrees. A positive brake assembly with lockable control arm shall be provided to position the sign display in the desired position. A mast safety pin shall be provided to prevent the sign display from falling in the event of an electric or hydraulic system failure.

All welding shall be performed by certified welders and in accordance to applicable American Welding Society standards. All metal surfaces shall receive a protective coating such as powder coating, two coats of primer and two coats of finish/color. The finished coating shall be automotive grade.

All cabinets, display cases, battery cabinets and connections shall be NEMA 3R/4 compliant. All cabinets must be completely encased and lockable with a standard padlock. A lockable storage cabinet shall be provided to house various accessories.

The trailer shall have a 6,000-pound capacity hydraulic surge brake system along with a breakaway latch.

Radar. The changeable message sign shall be equipped with a traffic radar operating in the "K" band, in an "approach only" mode. In conjunction with the radar, the sign shall be capable of displaying dynamic, in-situ vehicle speeds. The radar shall be able to interface directly with the CPU and operational software for applications such as vehicle speeds. The unit shall be programmable to allow the interruption of user-defined messages to display vehicle speed and/or alternate messages whenever a settable speed threshold is exceeded. The radar unit shall be encased in an aluminum enclosure with a polycarbonate lens, and the metal portion shall receive the same protective coating, priming, and painting as the rest of the sign.

Warranty. In general, the manufacturer's warranties and/or guarantees shall be delivered to the Engineer prior to final acceptance of the project. All warranties and guarantees shall be made out to the Mississippi Department of Transportation. At a minimum, a one-year on-site warranty shall be required for the trailer, sign, electronics, software, and all other installed and/or attached appurtenances. The warranty begins on the date of the projects final acceptance.

907-630.03--Construction Requirements. After Subsection 630.03.12 on page 462, add the following:

907-630.03.13--Changeable Message Sign. Each changeable message sign shall be installed and continuously operated at the location selected by the Engineer on State right-of-way. **The Contractor shall be responsible for all the parts, materials, equipment, maintenance and incidentals necessary to operate the changeable message sign continuously during the specified project.** The Contractor is advised that selected locations may be outside the planned indicated limits of the project. The Contractor shall perform all work necessary for preparation of the site selected and approved by the Engineer, to insure maximum safety for and sign visibility of the traveling public; and may be required to remove any temporary work at a later date as directed by the Engineer. The contractor will also place a minimum of two plastic drums in advance of the sign and one beside the sign as long as it is in use. The Contractor shall be required to move the sign to a new location if directed by the Engineer.

The Contractor may be permitted to bring electric power from outside the normal right-of-way for operation of the equipment if the Department determines that the installation operation will not be hazardous to the traveling public. The Contractor will be required to secure a permit from the Department prior to any work by the power company on the right-of-way. The entire cost of providing electrical service, power to operate the equipment, and removal of the power source from the right-of-way shall be borne by the Contractor.

The changeable message sign(s) will become the property of the State after the Engineer determines that there is no further need for the sign(s) on the project.

907-630.04--Method of Measurement. At the end of Subsection 630.04 on page 463, add the following:

Changeable message signs, as described above, will be measured by the unit. When directed, separate measurements will be made for items included in the contract and required for temporary site preparation for the sign as referenced above. Materials for which no pay items are included in the contract will not be measured for separate payment. Separate measurements will not be made for moving the changeable message sign to a new location, but materials used for which pay items are included in the contract and are necessary for repositioning the sign as directed by the Engineer will be measured for separate payment. Removal of materials used for site preparation for changeable message signs will not be measured for separate payment.

907-630.05--Basis of Payment. After the first paragraph of Subsection 630.05 on page 463, add the following:

Payment for items required by the Engineer for temporary location of the changeable message sign, and for which pay items are included in the contract, will be made by the individual pay item. No additional payment will be made for having to work outside the planned indicated project limits.

Payment for removal of materials used for site preparation at changeable message sign locations shall be included in the contract bid price for Maintenance of Traffic.

After pay item no. 630-K on page 463, insert the following:

907-630-R: Changeable Message Sign with Remote and Radar - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-682-2

CODE: (SP)

DATE: 06/01/2004

SUBJECT: Underground Branch Circuit

PROJECT: IM-0020-01(159) / 101610 -- Hinds County

Section 682, Electrical Distribution System, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Underground Branch Circuit CABLE ONLY:

907-682.01-- Description. Secondary distribution (Underground branch circuit – cable only) shall consist of furnishing and installing new electrical conductors within existing electrical branch circuits buried underground, except where otherwise shown on the plans. Branch circuits shall consist of existing (buried) conduit, new conductors, connectors and all hardware necessary to complete the work.

907-679.07.4--Method of Measurement. Underground Branch Circuit - Cable Only shall be measured by the linear foot, complete as installed into the existing conduit. The measurement shall be computed as follows:

Underground - Horizontally along the existing, backfilled trench and conduit lengths.

No extra length will be allowed for risers to lighting assemblies or power control stations. The terminals for measurement of lengths will be considered specifically as the center of lighting assemblies, power control stations, and junction boxes. Payment for branch circuit conductor connectors, tape, etc. shall be included in payment allowed for the total length of branch circuit conductors.

Miscellaneous support items and other incidentals required for proper installation of branch circuit conductors will not be measured for separate payment, but shall be included in the contract unit price per linear foot for branch circuit conductor installation.

907-679.07.5--Basis of Payment. Underground Branch Circuit - Cable Only, measured as prescribed above, will be paid for at the contract unit price per linear foot for the installation of branch circuit conductors in existing underground conduit.

Payment will be made under:

907-682-A: Underground Branch Circuit, Size, No. of Conductors,
Cable Only

- per linear foot

SPECIAL PROVISION NO. 906-3

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a

journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

SPECIAL PROVISION NO. 906-4

2000 MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM

ALTERNATE TRAINING SPECIAL PROVISION

PURPOSE

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

INTRODUCTION

The Year 2000 OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors follow uniform and basic procedures in training in keeping records of trainees' progress toward journey status, and in reporting trainees' successful completion or termination from the program.

FUNDING

MDOT will establish an annual OJT Fund in which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program, with a cap of \$50,000.00.

PROCEDURE

Trainee positions will be selected by prime and sub contractors and will not be project specific. Provided below are some of the factors that will be used to establish the number of trainee positions each contracting year, they are:

- number of contracts let during a contracting year
- dollar volume
- type of project
- location
- available trainees
- training program(s) submitted by contractor

Each contractor will submit a yearly certification with regard to their participation in the OJT Program. This certification will also identify the number of trainees each prime or sub contractor intends to train on either federal or state funded highway projects.

DISBURSEMENT OF FUNDS

Contractors will be paid \$3.00 rate for each hour of training performed by all trainees in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Request for payment will be submitted to the Contract Administration Office for approval.

Contractors must complete the form providing the following information to be reimbursed.

Contractor's Name _____
Mailing Address _____

Trainee Name _____

Social Security Number _____

Type of Program _____

Total Number of Training Hours Required _____

Training Hours Completed for Reimbursement _____

Type of Statement: Monthly _____ Quarterly _____ Annual _____

Work Period or Time Frame	Project Number	Total Hours Worked By Project	Cumulative Hours in Program	Number of Hours to be paid on this Voucher

I hereby certify that this information is true... (Must have customary certification of information).

Signed by: _____ Date: _____

TRAINING PROGRAM APPROVAL

A. To use the OJT Program on highway construction projects, the contractor will notify the Department Contract Administration Office using the Request for On-the-Job Training Program Approval. The notification must include the following information:

- Trainee Starting Date
- Project number (s) trainee starting on
- Training program (classification) to be used; and
- Anticipated date of trainee employment
- Number of classroom training hours by subject

- B. If a contractor chooses to use a training program different from those listed in the OJT Program, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
 2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
 3. Minimum wage.
 4. Trainee certification of completion.
 5. Records and reports submitted to the Contract Administration Office on a quarterly basis.

DEPARTMENT RESPONSIBILITY

1. Department project staff will monitor trainees on the project. They will monitor payrolls for payment of correct wage rates and fringe benefits. The Contract Administration Office will maintain a master list by contractor name, project number, trainee name and trainee social security number to aid project staff in monitoring trainees who work on multiple projects.
2. The Contract Administration Office may elect to interview trainees periodically during the training period to assess their performance and training program. To facilitate the interviews, the Contract Administration Office will contact contractors for the location of the trainees.

CONTRACTOR RESPONSIBILITY

1. Trainees must be identified on payrolls (i.e. dragline trainee).
2. The contractor will submit a quarterly report of training hours completed by trainees to the Contract Administration Office by the tenth working day of the first month of the new quarter using the Federal-Aid Highway Construction Contractors Monthly Training Report form (CAD-322). The trainee must also be provided a copy of the report.
3. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the quarterly training report.
4. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper

records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.

5. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Contract Administration Office with an explanation (*refer to 2 above*).
6. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
7. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the Contract Administration Office must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
8. Program reimbursements will be made directly to the prime or sub contractor.

CLASSROOM TRAINING

1. Classroom training programs must be pre-approved by the Department, if the contractor wishes to count the hours toward the trainee's training program.
 2. Contractors will be reimbursed for classroom training hours after the trainee has completed 20 hours of work on a highway construction project.
 3. Reimbursement for classroom training will be limited to 40 hours per trainee per construction season.
- **NOTE:** All proposed classroom training must be submitted as part of the trainee's OJT training program.

WAGE RATE

1. The wage rate for all trainees is \$5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.
2. For the purpose of this training program, a quarter does not represent three months. The first two quarters of a 500-hour training program would end after 250 hours. On a 750-hour training program, the first two quarters would end after 375 hours, the third quarter after 560 or an additional 186 hours of work and the fourth after 750 hours.

JOURNEY WORKER RATIO

The ratio of trainee to journey will be less than 1:4 and not more than 1:10.

RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;
2. Has had at least one year of driving experience; and
3. Is occupying the seat next to the driver.

C. Recruitment

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.
2. The contractor must target minority, female or economically disadvantaged trainees.
3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the Contract Administration Office for review and approval. Approval must be obtained before the trainee can begin work under the training program.
4. Present employees will be screened for upgrading.

D. Selection

1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the Contract Administration Office with the other required information as part of the approval process for trainees.

- **NOTE:** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda
issued prior to opening of bids)

Respectfully submitted, _____
Contractor

BY _____

TITLE _____

ADDRESS _____

Date _____, _____

(To be filled in if a corporation.)

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

_____ President	_____ Address
--------------------	------------------

_____ Secretary	_____ Address
--------------------	------------------

_____ Treasurer	_____ Address
--------------------	------------------

The following is my (our) itemized proposal.

Revised 05/17/2004

SECTION 905

PROPOSAL (Sheet No. 2- 1)

CONSTRUCTION NECESSARY TO MODIFY THE INTERCHANGE OF INTERSTATE 20 AT CLINTON/RAYMOND ROAD, KNOWN AS FEDERAL AID PROJECT NO. IM-0020-01(159)/101610, IN THE COUNTY OF HINDS, STATE OF MISSISSIPPI.

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
DIRECT PAY ITEMS									
(10)	201-A			lump sum	Clearing and Grubbing	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(20)	202-A			lump sum	Removal of Obstructions	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(30)	202-B		1,607 linear		Removal of Pipe, 8" And Above				
			foot						
(40)	202-B		4 each		Removal of Inlets, All Sizes				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 2)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B		11 each		Removal of Flared End Section, All Sizes				
(60)	202-B		11 each		Removal of Pipe Headwall, All Sizes				
(70)	202-B		2,527 linear foot		Removal of Curb, All Types				
(80)	202-B		356 square yard		Removal of Concrete Paved Ditch				
(90)	202-B		280 square yard		Removal of Concrete Median & Island Pavement, All Depths				
(100)	202-B		346 square yard		Removal of Bridge End Pavement				
(110)	202-B		8,609 square yard		Removal of Continuously Reinforced Concrete Pavement, All Depths				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 3)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	202-B		120 square yard		Removal of Reinforced Concrete Pavement, All Depths				
(130)	202-B		36,692 square yard		Removal of Asphalt Pavement, All Depths				
(140)	202-B		70 square yard		Removal of Concrete Pavement w/ Variable Depth Overlay				
(150)	202-B		1,346 square yard		Removal of Concrete Pavement, All Depths				
(160)	202-B		2 each		Removal of Bridge				
(170)	202-B		2 each		Removal of Overhead Sign Including Panels, Truss, Supports & Footing				
(180)	202-B		11 each		Removal of Box Culvert Headwall, All Sizes				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 4)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	202-B		4,565 linear foot		Removal of Guard Rail				
(200)	202-B		6,865 linear foot		Removal of Fence, All Types				
(210)	202-B		9,426 square yard		Removal of Soil Cement Treated Base, All Depths				
(220)	202-B		11,142 square yard		Removal of Soil Cement Treated Shoulders, All Depths				
(230)	202-B		4 each		Removal of Signal Pole				
(240)	202-B		5 each		Removal of Low Mast Lighting Assembly				
(250)	202-B		1,580 linear foot		Removal of Existing Wiring				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 5)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(260)	202-B		2,000 linear foot		Removal of Traffic Stripe				
(270)	907-203-EX	(E)	347,551 cubic yard		Borrow Excavation, AH, FME, Class B18				
(280)	203-EX	(E)	1,000 cubic yard		Borrow Excavation, AH, FME, Class B15				
(290)	203-G	(E)	34,380 cubic yard		Excess Excavation, LVM, AH				
(300)	206-A	(S)	6,981 cubic yard		Structure Excavation				
(310)	206-B	(E)	245 cubic yard		Select Material for Undercuts, Contractor Furnished, FM				
(320)	212-B		380,549 square yard		Standard Ground Preparation				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 6)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(330)	213-A		25 ton		Agricultural Limestone				
(340)	213-B		4 ton		Combination Fertilizer, 13-13-13				
(350)	213-C		4 ton		Superphosphate				
(360)	214-A		170 pound		Seeding, Bermudagrass				
(370)	214-A		93 pound		Seeding, Tall Fescue				
(380)	214-A		82 pound		Seeding, Crimson Clover				
(390)	214-A		164 pound		Seeding, Bahiagrass				

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 7)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(391)	215-A		17 ton		Vegetative Materials for Mulch				
(400)	216-A		2,445 square yard		Solid Sodding				
(410)	217-A		2,088 square yard		Ditch Liner				
(420)	218-A	(A5)	1,550 square yard		Bituminous Treated Roving				
(430)	219-A		7 M/gallon		Watering	20.0000		140.00	
(440)	220-A		4 acre		Insect Pest Control	30.0000		120.00	
(450)	221-A	(S)	731 cubic yard		Portland Cement Concrete Paved Ditch				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 8)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(460)	223-A		0 acre	Mowing		30.0000		0.00	
(470)	230-B		2 each	Tree Planting, October Glory Maple					
(471)	907-226-A		6 acre	Temporary Grassing					
(480)	230-B		19 each	Tree Planting, Natchez Crape Myrtle					
(490)	230-B		2 each	Tree Planting, Weeping Willow					
(500)	230-B		12 each	Tree Planting, Savannah Holly					
(510)	230-B		1 each	Tree Planting, Southern Magnolia					

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 9)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(520)	230-B		14 each		Tree Planting, Sawtooth Oak				
(530)	230-B		2 each		Tree Planting, Pin Oak				
(540)	230-B		17 each		Tree Planting, Willow Oak				
(550)	230-B		7 each		Tree Planting, Shumard Red Oak				
(560)	230-B		1 each		Tree Planting, Southern Live Oak				
(570)	230-B		13 each		Tree Planting, Bald Cypress				
(580)	230-B		6 each		Tree Planting, River Birch				

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 10)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(590)	230-B		3 each		Tree Planting, Sweetbay Magnolia				
(600)	907-230-F		360 each		Shrub and Groundcover Planting, Dwarf Cryptomeria				
(610)	907-230-F		104 each		Shrub and Groundcover Planting, Parson's Juniper				
(620)	907-230-F		2,505 each		Shrub and Groundcover Planting, Big Blue Lily Grass Liriope				
(630)	233-A		114 cubic yard		Tree Bark Mulch, Type II				
(640)	234-A		9,629 linear foot		Temporary Silt Fence				
(650)	235-A		640 bale		Temporary Erosion Checks				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 11)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(660)	239-A		975 linear foot		Temporary Slope Drains				
(670)	907-282-A		lump sum		Automatic Irrigation System	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(680)	304-B	(GT)	52,173 ton		Granular Material, Class 5, Group C				
(690)	304-B	(GT)	12,533 ton		Granular Material, Class 9, Group C				
(700)	304-F	(GT)	27,013 ton		3/4" and Down Crushed Stone Base				
(710)	305-B	(GY)	600 cubic yard		Size I Stabilizer Aggregate, Coarse				
(720)	307-B	(M)	40,889 square yard		6" Soil-Lime-Water Mixing, Class B				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 12)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(730)	307-D		555 ton	Lime					
(740)	403-A	(B) (A1)	2,634 ton	Hot Mix Asphalt, HT, 9.5-mm mixture					
(750)	403-A	(B) (A1)	6,573 ton	Hot Mix Asphalt, HT, 12.5-mm mixture					
(760)	403-A	(B) (A1)	39,162 ton	Hot Mix Asphalt, HT, 19-mm mixture					
(770)	403-B	(B) (A1)	197 ton	Hot Mix Asphalt, HT, 12.5-mm mixture, Leveling					
(780)	403-B	(B) (A1)	1,770 ton	Hot Mix Asphalt, HT, 19-mm mixture, Leveling					
(790)	403-D	(B) (A1)	13,519 ton	Hot Mix Asphalt, HT, 9.5-mm mixture, Polymer Modified					

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 13)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(800)	403-D	(B) (A1)	17,992 ton		Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified				
(810)	406-A		9,945 ton		Cold Milling of Bituminous Pavement, All Depths				
(820)	907-406-C		1,956 square yard		Cold Milling of Shoulders, All Types, All Depths				
(830)	409-A		14,902 square yard		Geotextile Fabric For Underseal, Type V				
(840)	423-A		14 mile		Rumble Strips, Ground In				
(850)	501-E		309 linear foot		Expansion Joints, Without Dowels				
(860)	501-K		4,645 square yard		Transverse Grooving				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 14)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(870)	502-A	(C)	856 square yard		Reinforced Cement Concrete Bridge End Pavement				
(880)	503-A	(C)	120 square yard		8" and Variable Continuously Reinforced Concrete Pavement, Broom Finish				
(890)	503-B		180 linear foot		Saw Cut, Longitudinal Joints				
(900)	503-C		270 linear foot		Saw Cut, Full Depth				
(910)	503-C		270 linear foot		Saw Cut, 3-inch				
(920)	503-D		2 cubic yard		Concrete for Base Repair				
(930)	503-E		100 each		Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 15)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(940)	601-A	(S)	977 cubic yard		Class "B" Structural Concrete				
(950)	601-B	(S)	152 cubic yard		Class "B" Structural Concrete, Minor Structures				
(960)	602-A	(S)	186,387 pound		Reinforcing Steel				
(970)	603-ALT	(S)	2,614 linear foot		18" Type A Alternate Pipe				
(980)	603-ALT	(S)	1,720 linear foot		24" Type A Alternate Pipe				
(990)	603-ALT	(S)	254 linear foot		30" Type A Alternate Pipe				
(1000)	603-ALT	(S)	370 linear foot		36" Type A Alternate Pipe				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 16)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1010) 603-CA		(S)	2,696 linear foot		18" Reinforced Concrete Pipe, Class III				
(1020) 603-CA		(S)	36 linear foot		18" Reinforced Concrete Pipe, Class IV				
(1030) 603-CA		(S)	888 linear foot		24" Reinforced Concrete Pipe, Class III				
(1040) 603-CA		(S)	20 linear foot		30" Reinforced Concrete Pipe, Class III				
(1050) 603-CA		(S)	488 linear foot		36" Reinforced Concrete Pipe, Class III				
(1060) 603-CA		(S)	132 linear foot		48" Reinforced Concrete Pipe, Class V				
(1070) 603-CA		(S)	88 linear foot		60" Reinforced Concrete Pipe, Class IV				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 17)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1080) 603-CB		(S)	16 each		18" Reinforced Concrete End Section				
(1090) 603-CB		(S)	8 each		24" Reinforced Concrete End Section				
(1100) 603-CB		(S)	2 each		30" Reinforced Concrete End Section				
(1110) 603-CB		(S)	1 each		36" Reinforced Concrete End Section				
(1120) 603-CB		(S)	1 each		48" Reinforced Concrete End Section				
(1130) 603-CE		(S)	112 linear foot		65" x 40" Concrete Arch Pipe, Class A III				
(1140) 603-CF		(S)	2 each		65" x 40" Concrete Arch Pipe End Section				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 18)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1150) 603-PA		(S)	80 linear foot		6' x 6' Precast Concrete Box Culvert				
(1160) 603-SB		(S)	3 each		18" Branch Connections, Stub into Box Culvert				
(1170) 603-SB		(S)	1 each		24" Branch Connections, Stub into Box Culvert				
(1180) 603-SB		(S)	1 each		30" Branch Connections, Stub into Box Culvert				
(1190) 603-SB		(S)	2 each		36" Branch Connections, Stub into Box Culvert				
(1200) 603-SB		(S)	1 each		48" Branch Connections, Stub into Box Culvert				
(1210) 603-SB		(S)	1 each		60" Branch Connections, Stub into Box Culvert				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 19)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1220) 604-A			3,834 pound	Castings					
(1230) 604-B			6,854 pound	Gratings					
(1240) 605-AA		(S)	380 square yard	Geotextile Fabric for Subsurface Drainage, Type V					
(1250) 605-O		(S)	500 linear foot	6" Perforated Sewer Pipe for Underdrains, SDR 23.5					
(1260) 605-P		(S)	50 linear foot	6" Non-perforated Sewer Pipe for Underdrains, SDR 23.5					
(1270) 605-W		(GY)	32 cubic yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM					
(1280) 605-W		(GY)	35 cubic yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM					

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 20)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1290) 606-B			550 linear foot		Guard Rail, Class A, Type 1				
(1300) 606-C			1 each		Guard Rail, Cable Anchor, Type 1				
(1310) 606-D			3 each		Guard Rail, Bridge End Section, Type I				
(1320) 606-E			4 each		Guard Rail, Terminal End Section				
(1330) 607-B			6,900 linear foot		72" Type I Chain Link Fence, Class II				
(1340) 607-E			200 linear foot		Barbed Wire Fence, Single Strand				
(1350) 607-P1			678 each		Line Post, 9' x 2" Galvanized Steel				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 21)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1360) 607-P2			45 each		Brace Post, 10' x 2 1/2" Galvanized Steel				
(1370) 609-B	(S)		140 linear foot		Concrete Curb, Header				
(1380) 609-D	(S)		3,244 linear foot		Combination Concrete Curb and Gutter Type 2 Modified				
(1390) 609-D	(S)		11,249 linear foot		Combination Concrete Curb and Gutter Type 3B Modified				
(1400) 907-611-B			8,550 square foot		Brick Pavers				
(1410) 614-B	(S)		770 square yard		Concrete Driveway, With Reinforcement				
(1420) 615-A	(S)		3,902 linear foot		Concrete Type I Cast-in-Place Median Barrier, 42" High				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 22)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1430) 615-A		(S)	76 linear foot		Concrete Type IV Modified, 42" Height, Cast-in-Place Median Barrier				
(1440) 616-A		(S)	717 square yard		Concrete Median and/or Island Pavement, 4-inch				
(1450) 616-A		(S)	84 square yard		Concrete Median and/or Island Pavement, 10-inch				
(1460) 617-A			19 each		Right-of-Way Markers, Type I				
(1470) 617-A			1 each		Right-of-Way Markers, Type II				
(1480) 618-C			lump sum		Construction & Removal of Detour Bridge	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(1490) 619-A1			26 mile		Temporary Traffic Stripe, Continuous White				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 23)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1500) 619-A2			25 mile		Temporary Traffic Stripe, Continuous Yellow				
(1510) 619-A3			18 mile		Temporary Traffic Stripe, Skip White				
(1520) 619-A4			5 mile		Temporary Traffic Stripe, Skip Yellow				
(1530) 619-A5			43,048 linear foot		Temporary Traffic Stripe, Detail				
(1540) 619-A6			6,082 linear foot		Temporary Traffic Stripe, Legend				
(1550) 619-A6			2,255 square foot		Temporary Traffic Stripe, Legend				
(1560) 619-C6			675 each		Red-Clear Reflective High Performance Raised Marker				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 24)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1570) 619-D1			185 square foot		Standard Roadside Construction Signs, Less than 10 Square Feet				
(1580) 619-D2			1,910 square foot		Standard Roadside Construction Signs, 10 Square Feet or More				
(1590) 619-F1			7,370 linear foot		Concrete Median Barrier, Precast				
(1600) 619-F2			1,000 linear foot		Remove and Reset Concrete Median Barrier, Precast				
(1610) 619-F3			29 each		Delineators, Guard Rail, White				
(1620) 619-F3			16 each		Delineators, Guard Rail, Yellow				
(1630) 619-G4			284 linear foot		Barricades, Type III, Single Faced				

(06/01/2004)

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 25)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1640) 619-G4			48 linear foot		Barricades, Type III, Double Faced				
(1650) 619-G5			175 each		Free Standing Plastic Drums				
(1660) 619-K1			888 linear foot		Installation and Removal of Guard Rail, Type I, Class A				
(1670) 619-K2			2 each		Installation and Removal of Guard Rail, Type "G" Modified Bridge End Section				
(1680) 619-K2			2 each		Installation and Removal of Guard Rail, Type I Bridge End Section				
(1690) 619-K4			6 each		Installation and Removal of Guardrail, Terminal End Section				
(1700) 622-B			1 each		Engineer's Field Office Building, Type 2 LO				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 26)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1710) 626-A				7 mile	6" Thermoplastic Traffic Stripe, Skip White				
(1720) 626-B				1 mile	6" Thermoplastic Traffic Stripe, Continuous White				
(1730) 626-C				8 mile	6" Thermoplastic Edge Stripe, Continuous White				
(1740) 626-D				1 mile	6" Thermoplastic Traffic Stripe, Skip Yellow				
(1750) 626-E				3 mile	6" Thermoplastic Traffic Stripe, Continuous Yellow				
(1760) 626-F				5 mile	6" Thermoplastic Edge Stripe, Continuous Yellow				
(1770) 626-G				17,784 linear foot	Thermoplastic Detail Stripe, White				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 27)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1780) 626-G			4,758 linear foot		Thermoplastic Detail Stripe, Yellow				
(1790) 626-H			2,302 linear foot		Thermoplastic Legend, White				
(1800) 626-H			2,056 square foot		Thermoplastic Legend, White				
(1810) 627-K			1,748 each		Red-Clear Reflective High Performance Raised Markers				
(1820) 627-L			632 each		Two-Way Yellow Reflective High Performance Raised Markers				
(1830) 628-I			668 linear foot		6" High Performance Cold Plastic Traffic Stripe, Skip White				
(1840) 628-J			668 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous White				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 28)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1850) 628-M			668 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				
(1860) 628-O			183 linear foot		High Performance Cold Plastic Detail Stripe, White				
(1870) 628-O			408 linear foot		High Performance Cold Plastic Detail Stripe, Yellow				
(1880) 629-A			3 each		Vehicular Impact Attenuator, 70 MPH				
(1890) 630-A			242 square foot		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness				
(1900) 630-A			368 square foot		Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness				
(1910) 630-B			1,636 square foot		Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 29)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1920) 630-B			829 square foot		Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted				
(1930) 630-C			58 linear foot		Steel U-Section Posts, 2.0 to 2.5 lb/ft				
(1940) 630-C			426 linear foot		Steel U-Section Posts, 3.0 to 3.5 lb/ft				
(1950) 630-D			57 linear foot		Structural Steel Beams, W6 x 9				
(1960) 630-D			44 linear foot		Structural Steel Beams, W6 x 12				
(1970) 630-D			316 linear foot		Structural Steel Beams, W6 x 15				
(1980) 630-D			53 linear foot		Structural Steel Beams, W8 x 21				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 30)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1990) 630-D			299 linear foot		Structural Steel Beams, W10 x 22				
(2000) 630-D			58 linear foot		Structural Steel Beams, W10 x 26				
(2010) 630-E			5 pound		Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles				
(2020) 630-E			466 pound		Structural Steel Angles & Bars, 3 1/2" x 3 1/2" x 1/4" Angles				
(2030) 630-E			395 pound		Structural Steel Angles & Bars, 4" x 4" x 5/16" Angles				
(2040) 630-E			462 pound		Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar				
(2050) 630-F			44 each		Delineators, Post Mounted, Single White				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 31)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2060) 630-F			94 each		Delineators, Post Mounted, Double White				
(2070) 630-F			44 each		Delineators, Post Mounted, Single Yellow				
(2080) 630-F			3 each		Delineators, Post Mounted, Double Yellow				
(2090) 630-G			4 each		Type 3 Object Markers, OM-3R or OM-3L, Post Mounted				
(2100) 630-I			lump sum		Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2110) 630-I			lump sum		Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2120) 630-K			104 linear foot		Welded & Seamless Steel Pipe Posts, 3"				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 32)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2130) 630-K			58 linear foot		Welded & Seamless Steel Pipe Posts, 3 1/2"				
(2140) 630-K			199 linear foot		Welded & Seamless Steel Pipe Posts, 4"				
(2150) 907-630-R			2 each		Changeable Message Sign				
(2160) 631-A			5 cubic yard		Flowable Fill				
(2170) 635-A			3,438 linear foot		Vehicle Loop Assemblies				
(2180) 636-A			5,446 linear foot		Shielded Cable, AWG #18, 4 Conductor				
(2190) 638-A			8 each		Loop Detector Amplifier, Card Rack Mounted, 4 Channel				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 33)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2200) 639-A				1 each	Traffic Signal Equipment Pole, Type II, 18' Shaft, 24' Arm				
(2210) 639-A				1 each	Traffic Signal Equipment Pole, Type II, 18' Shaft, 36' Arm				
(2220) 639-A				6 each	Traffic Signal Equipment Pole, Type II, 18' Shaft, 42' Arm				
(2230) 639-A				2 each	Traffic Signal Equipment Pole, Type II, 18' Shaft, 54' Arm				
(2240) 639-A				1 each	Traffic Signal Equipment Pole, Type II, 18' Shaft, 60' Arm				
(2250) 639-A				1 each	Traffic Signal Equipment Pole, Type III, 18' Shaft, 36' & 54' Arms				
(2260) 639-A				1 each	Traffic Signal Equipment Pole, Type III, 18' Shaft, 30' & 48' Arms				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 34)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2270) 640-A				2 each	Traffic Signal Heads, Type 1A				
(2280) 640-A				2 each	Traffic Signal Heads, Type 2A				
(2290) 640-A				16 each	Traffic Signal Heads, Type 1 LED				
(2300) 640-A				5 each	Traffic Signal Heads, Type 2 LED				
(2310) 640-A				1 each	Traffic Signal Heads, Type 3 LED				
(2320) 640-A				2 each	Traffic Signal Heads, Type 5 LED				
(2330) 640-A				2 each	Traffic Signal Heads, Type 5R LED				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 35)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2340) 640-A			7 each		Traffic Signal Heads, Type 7 LED				
(2350) 642-A			4 each		Solid State Traffic Actuated Controllers, Type 8A				
(2360) 644-A			15 each		Optical Detector				
(2370) 644-B			2,373 linear foot		Optical Detector Cable				
(2380) 644-C			4 each		Phase Selector, 4 Channel				
(2390) 647-A			6 each		Pullbox, Type 1				
(2400) 647-A			23 each		Pullbox, Type 2				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 36)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2410) 647-A			4 each		Pullbox, Type 3				
(2420) 657-B			2,471 linear foot		Fiber Optic Drop Cable, 4 multi-mode				
(2430) 666-B			2,537 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor				
(2440) 666-B			75 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 2 Conductor				
(2450) 666-B			520 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 4 Conductor				
(2460) 668-A			3,078 linear foot		Traffic Signal Conduit, Underground, Type 4, 2"				
(2470) 668-A			1,268 linear foot		Traffic Signal Conduit, Underground, Rolled Pipe, 3"				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 37)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2480) 682-A			500 linear foot		Underground Branch Circuit, AWG 10, 3 Conductor				
(2490) 682-A			1,390 linear foot		Underground Branch Circuit, AWG 8, 3 Conductor				
(2500) 682-A			3,870 linear foot		Underground Branch Circuit, AWG 6, 3 Conductor				
(2510) 682-A			7,890 linear foot		Underground Branch Circuit, AWG 4, 3 Conductor				
(2520) 907-682-A			800 linear foot		Underground Branch Circuit, AWG 6, 3 Conductor, Cable Only				
(2530) 682-C			520 linear foot		Structure Mounted Branch Circuit, AWG 10, 3 Conductor				
(2540) 682-D			6 each		Structure Mounted Pull Box				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 38)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2550) 682-D			22 each		Underground Pull Box				
(2560) 682-F			2 each		Secondary Power Controllers				
(2570) 683-A			1 each		Lighting Assembly, High Mast, Type 100-5-S				
(2580) 683-A			1 each		Lighting Assembly, High Mast, Type 110-4-A				
(2590) 683-A			3 each		Lighting Assembly, High Mast, Type 120-4-A				
(2600) 683-A			2 each		Lighting Assembly, High Mast, Type 120-5-A				
(2610) 683-A			1 each		Lighting Assembly, High Mast, Type 120-5-S				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 39)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2620) 683-A			2 each		Lighting Assembly, High Mast, Type 130-4-A				
(2630) 683-B			19 each		Lighting Assembly, Low Mast, Type 40-1-20-250				
(2640) 683-C			6 each		Lighting Assembly, Underpass, Type UP				
(2650) 683-D			1 each		Portable Electric Power Units				
(2660) 684-A			23 cubic yard		Pole Foundation, 24" Diameter				
(2670) 684-A			91 cubic yard		Pole Foundation, 42" Diameter				
(2680) 684-B			12 linear foot		Slip Casing, 24" Diameter				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 40)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2690) 684-B			20 linear foot		Slip Casing, 42" Diameter				
(2700) 801-A		(S)	1,346 cubic yard		Foundation Excavation for Bridges				
(2710) 803-A		(S)	4 each		Test Pile				
(2720) 803-B		(S)	4 each		Conventional Static Loading Test	5,000	0000	20,000	00
(2730) 803-D		(S)	5,300 linear foot		HP 10 x 42 Steel Piling				
(2740) 803-D		(S)	5,700 linear foot		HP 12 x 53 Steel Piling				
(2750) 804-A		(S)	2,902 cubic yard		Bridge Concrete, Class AA				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 41)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2760) 804-C		(S)	1,521 linear foot		70' Prestressed Concrete Beam, Type BT-72				
(2770) 804-C		(S)	1,631 linear foot		75' Prestressed Concrete Beam, Type BT-72				
(2780) 804-C		(S)	2,842 linear foot		130' Prestressed Concrete Beam, Type BT-72				
(2790) 805-A		(S)	508,069 pound		Reinforcement				
(2800) 813-A		(S)	275 linear foot		Concrete Railing, 32"				
(2810) 813-A		(S)	998 linear foot		Concrete Railing, 42"				
(2820) 815-A		(S)	562 ton		Loose Riprap, Size 300				

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SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 42)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2830) 815-B		(S)	315 square yard		Grouted Riprap				
(2840) 815-D		(S)	557 cubic yard		Concrete Slope Paving				
(2850) 815-E		(S)	1,354 square yard		Geotextile Fabric under Riprap				

SUBTOTAL - COMMON PAY ITEMS.....\$ _____

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 43)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT

ALTERNATE TYPES OF CONSTRUCTION
(BID ALL ITEMS UNDER ONE ALTERNATE)

ALTERNATE NO. 1

(2860) 311-A	(M)		13,823 square yard		Processing Lime and Fly Ash Treated Course, 6" Thick				
(2870) 311-B			94 ton		Lime				
(2880) 311-C			375 ton		Fly Ash, Class C or F				
SUBTOTAL - ALTERNATE NO. 1.....								\$	

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 44)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT

<u>ALTERNATE NO. 2</u>									
(2890) 308-A			117 ton		Portland Cement				
(2900) 308-B	(M)		13,823 square yard		Soil-Cement-Water Mixing, Optional Mixers, Base				
SUBTOTAL - ALTERNATE NO. 2.....						\$ _____			

GRAND SUBTOTAL - DIRECT PAY ITEMS (COMMON ITEMS AND ALTERNATE ITEMS).....\$ _____

SECTION 905

IM-0020-01(159) / 101610

PROPOSAL (Sheet No. 2- 45)

Hinds County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
DEPENDENT PAY ITEMS									
(2910) 618-A				lump sum	Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2920) 620-A				lump sum	Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2930) 699-A				lump sum	Roadway Construction Stakes	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ _____

TOTAL BID - DIRECT AND DEPENDENT ITEMS\$ _____

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.8 AND SUPPLEMENT.

- 1. I/We agree that no less than percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
- 3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

SIGNED _____

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION (Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ Count _____, Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ Signature _____

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION (Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ Count _____, Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ Signature _____

(11/23/92F)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,
COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures this the _____ day of _____, _____.

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission
Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

S E C T I O N 9 0 3

CONTRACT BOND FOR: _____

LOCATED IN THE COUNTY OF: _____

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D. _____.

The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of ____ day of _____ A.D. _____ hereto annexed, for the construction of certain highways in the State of Mississippi as mentioned in said contract in accordance with the plans, specifications and special provisions therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

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

SECTION 903 - CONTINUED

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

Witness our signatures and seals this the _____ day of _____ A.D. _____.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact

Title _____	_____
(Contractor's Seal)	(Name and address of local (Mississippi) representative.)
	(Surety Seal)

Revised 1/18/2000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to **Contract Administration as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

IM-0020-01(159) / 101610
HINDS COUNTY

WORK PHASE		REFERENCE NUMBERS	PHASE VALUE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	NO.	AVTU					
NO.	DESCRIPTION			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	NO.	AVTU					
1	Miscellaneous	10-100, 170-260, 320-460, 640-660, 1260-1460, 1480-1700, 1880-2130, 2910-2930										0																						
2	Drainage Structures	300, 310, 930-1270, 2140										14					114					166												
3	Excavation & Embankment	270-290										19																						
4	Bridges	160, 850, 1470, 2690-2840																		126	160													
5	Base & Pavement	110-150, 670-840, 860-920, 2850-2890										5	13					76	126				183											
6	Lighting & Signals	2150-2680																																
7	Landscaping	470-630																																
8	Traffic Stripe	1710-1870																																
		LET: July 27, 2004 NTP: August 30, 2004 BCT: Sept. 9, 2004 TU: 560																																
		MGH																																
MONTH				JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	180						
TIME UNITS PER MONTH				6	8	11	14	19	22	23	23	22	17	11	4	6	8	11	14	19	22	23	23	22	17	11	4	TIME UNITS PER YEAR						
CUMULATIVE TIME UNITS																																		

IM-0020-01(159) / 101610
HINDS COUNTY

[illegible]

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
HAUL PERMIT FOR BRIDGES
WITH
POSTED LOAD LIMITS

DATE: _____

PROJECT: IM-0020-01(159) / 101610

COUNTY: HINDS COUNTY

LOCATION: ON I-20 AT THE INTERCHANGE FOR CLINTON/RAYMOND ROAD.

A permit is issued to _____ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory load limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for sub-contractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

EXECUTIVE DIRECTOR