



# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(EXEMPT)

3

Construction necessary to make site improvements to the rest area on US Highway 49 at Wiggins, known as Federal Aid Project No. STP-0008-01(085) / 103976, in the County of Stone, State of Mississippi.

Project Completion: November 15, 2006

## 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](http://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. 154**

**CODE: (SP)**

**DATE: 07/19/2004**

**SUBJECT: READVERTISEMENT**

**PROJECT: STP-0008-01(085) / 103976- Stone County**

The contents of this proposal are the same as when advertised for the May 2004 Letting, except as follows:

Revised Proposal to meet the 2004 Standard Specification Book;

Add this Notice to Bidders No. 154.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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(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, August 24, 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, August 24, 2004, and shortly thereafter publicly opened for:

Construction necessary to make site improvements to the rest area on US 49 at Wiggins, known as Federal Aid Project No. STP-0008-01(085) / 103976, in the County of Stone, 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 proposals 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](http://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](mailto: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

(FAPWP)

# 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**

STP-0008-01(085)

103976\301000

STONE COUNTY

January 30, 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  
STP-0008-01(085)  
103976/301000  
STONE COUNTY  
October 20, 2003

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES

STP-0008-01(085)

103976/301000

STONE COUNTY

October 20, 2003

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

**UTILITY STATUS REPORT**

**STP-0008-01(085) / 103976**

**STONE COUNTY**

**JANUARY 30, 2004**

The status of utility work on the above project is as follows:

**New Zion Utilities Inc.**

No work has been done as of January 29, 2004.

Contract and Agreement sent to Jackson for February 10<sup>th</sup> Commission.

New Zion Utilities will begin work on February 15, 2004, and will be completed by February 20, 2004. The Contractor's operations should not be adversely affected.

**City of Wiggins Public Works**

Work is in progress as of January 3, 2004.

Work is scheduled for completion by March 1, 2004.

The Contractor's operations should not be adversely affected.

**Mississippi Power Company**

No work has been done as of January 29, 2004.

Work is scheduled to begin by February 15, 2004; no completion date can be given until the building is ready for power. The Contractor is required to supply an entrance to building.

This is to certify that all necessary arrangements have been made for all utility work involved to be undertaken and completed as required for proper coordination with the physical construction scheduled.

## 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. 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 6 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 21<sup>st</sup> 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 20<sup>th</sup> 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](http://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 7<sup>th</sup> 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. 14**

**CODE: (SP)**

**DATE: 05/03/2004**

**SUBJECT: Storm Water Discharge Associated with Construction Activity  
( $\geq 1$  and  $< 5$  Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit 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.

Prior to the commencement of construction activities, the Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) for the Project Engineer's records.

The Contractor shall make inspections in accordance with Part IV.C 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 IX with the inspection portion completed shall be sufficient. The weekly inspections must be documented monthly on the Inspection and Certification Form for Small Construction Erosion and Sediment Controls (Part IX). 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 and Certification Form for Small Construction Erosion and Sediment Controls (Part IX) 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 and Certification Form for Small Construction Erosion and Sediment Controls (Part IX) is brought back into compliance with this specification.

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 furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) for the Project Engineer's records.

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. 101

CODE: (SP)

DATE: 07/12/2004

SUBJECT: Petroleum Products Base Prices For Contracts Let In August, 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	\$1.6178	\$0.4274
Diesel	\$1.5225	\$0.4022

## 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	\$0.7903	\$187.50	\$0.2088	\$206.68
Viscosity Grade AC-10	\$0.7888	\$187.14	\$0.2084	\$206.28
Viscosity Grade AC-20	\$0.7737	\$183.57	\$0.2044	\$202.35
Viscosity Grade AC-30	\$0.7737	\$183.57	\$0.2044	\$202.35
Grade PG-58-28	\$0.7868	\$186.67	\$0.2079	\$205.76
Grade PG 64-22	\$0.7768	\$184.29	\$0.2052	\$203.14
Grade PG 67-22	\$0.7708	\$182.86	\$0.2036	\$201.57
Grade PG 76-22	\$1.1064	\$262.50	\$0.2923	\$289.35
Grade PG 82-22	\$1.3134	\$311.60	\$0.3470	\$343.47

### Emulsified Asphalts

Grade EA-4 (SS-1)	\$0.7314	\$0.1932
Grade RS-2C (CRS-2)	\$0.7505	\$0.1983
Grade CRS-2P	\$0.8616	\$0.2276

### Primes

Grades EA-1 and MC-70	\$0.9775	\$0.2582
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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 145**

**CODE: (SP)**

**DATE: 07/14/2004**

**SUBJECT: CONTRACT TIME**

**PROJECT: STP-0008-01(085) / 103976 -**

**STONE COUNTY**

The calendar date for completion of work to be performed by the Contractor for this project shall be **November 15, 2006** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice to Proceed will be issued by not later than **October 4, 2004** and the date for Beginning of Contract Time will be **October 14, 2004**.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract. . In addition, a Construction Schedule as described in Section 01310 of Special Provision 907-242-1 will be required for its portion of the Work.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 146

CODE: (SP)

DATE: 07/14/2004

SUBJECT: Specialty Items

PROJECT: STP-0008-01(085) / 103976--STONE 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: EROSION CONTROL

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Ref No	Pay Item	Description
130	212-B	Standard Ground Preparation
140	213-A	Agricultural Limestone
150	213-B	Combination Fertilizer, 13-13-13
160	213-B	Combination Fertilizer, 8-8-8
180	214-A	Seeding, Bermudagrass
190	214-A	Seeding, Annual Rye Grass
200	215-A	Vegetative Materials for Mulch
210	216-B	Solid Sodding, 419 Hybrid Bermuda

### CATEGORY: PAVEMENT MARKING

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Ref No	Pay Item	Description
1180	626-C	6" Thermoplastic Edge Stripe, Continuous White
1190	626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow
1210	626-G	Thermoplastic Detail Stripe, White
1220	626-G	Thermoplastic Detail Stripe, Yellow
1230	626-H	Thermoplastic Legend, White
1240	907-626-H	Thermoplastic Legend, Blue-ADA
1250	628-E	6" Cold Plastic Traffic Stripe, Continuous Yellow
1260	907-628-G	Cold Plastic Detail Stripe, White, 4" Equivalent Length
1280	628-G	6" Cold Plastic Detail Stripe, White
1300	907-628-H	Cold Plastic Legend, Blue-ADA Handicap Symbol

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 147**

**CODE (SP)**

**DATE: 07/15/2004**

**SUBJECT: Placement of Fill Material in Federally Regulated Areas**

**PROJECT: STP-0008-01(085) / 103976 - STONE 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. 148**

**CODE: (SP)**

**DATE: July 14, 2004**

**SUBJECT: PROJECT SCHEDULE AND PRIORITIES**

**PROJECT: STP 0008-01(085) 103976 -- STONE COUNTY**

The calendar date for Release of Maintenance / Project Completion for this Project is **November 15, 2006**. In order to provide two, full growing seasons for plant material, Work other than landscape establishment and landscape mowing, shall be complete by **June 30, 2005**.

Contractor shall begin immediately with the required demolition of site elements and installation of utilities to the existing building under construction. Demolition of site elements shall be coordinated with the Engineer and the Building Contractor (who is currently under a separate contract with the Department) to preserve existing parking areas for layout space, parking, and access for the Building Contract. The remaining site demolition shall not occur until approved by the Engineer.

The rest area building and site will be open to the public as soon as possible following construction, when landscape maintenance begins. Every effort shall be made to minimize conflicts with the public and minimizing construction impacts to the site. Temporary fencing shall be erected where and as needed to protect the public during construction, or to minimize potential site damage from use by the public.

Contractor is also advised to plant trees, shrubs and grassing outside the irrigated areas as early as possible in order to provide the maximum time for plant material establishment. It is further advised that warm season grassing (Bermudagrass) is planted where possible during the allowable seasonal limitations, minimizing the need for cool season grassing (Ryegrass), and subsequent warm season grassing the following spring.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 151**

**CODE: (IS)**

**DATE: 06/18/2004**

**SUBJECT: Gopher Tortoises**

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 152**

**CODE: (IS)**

**DATE: 07/15/2004**

**SUBJECT: Fiber Reinforced Concrete**

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways and guard rail anchors. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 153**

**CODE: (SP)**

**DATE: 07/19/2004**

**SUBJECT: Special Provision Number Change**

**PROJECT: STP-0008-01(085) / 103976- Stone County**

Bidders are advised that anywhere in the plans, proposal and specifications of the above project that reference is made to Special Provision No. 907-242-134, it is understood that Special Provision No. 907-242-1 is the Correct Number.

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS030024 dated 6/13/2003.

**AREA 6 - COUNTIES**

GEORGE, PEARL RIVER AND STONE

<u>PAYROLL CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
100	Air Tool Operator (Jack Hammer/Air Comp.)	\$6.50
105	Asphalt Raker	5.88
108	Mason Tender (Cement Mason Helper)	6.48
110	Carpenter	8.58
120	Cement Mason (Finisher)	8.09
130	Electrician	14.40
131	Mechanic (Heavy Equipment)	9.24
135	Oiler-Greaser	7.01
140	Form Setter	7.33
145	Grade Checker (Asphalt Crew)	6.95
150	Ironworker, Reinforcing (Tie Steel)	8.51
155	Ironworker, Structural	7.50
160	Laborer, Unskilled	5.88
165	Pipelayer	7.88
175	Painter (Structural Steel)	8.86
180	Piledriverman	8.00
185	Truck Driver (All Types)	6.19
190	Joint Filler	5.24
195	Joint Setter	5.15
197	Welder	8.00

**POWER EQUIPMENT OPERATORS**

205	Aggregate Spreader Operator	6.58
212	Asphalt Broom (Sweeper) Operator	6.17
214	Asphalt Paving Machine/Spreader Operator	6.89
215	Asphalt Distributor Operator	5.92
216	Asphalt Plant Operator	6.31
220	Backhoe (Shovel) Operator	7.69
225	Bulldozer Operator	8.03
235	Concrete Finishing/Curing Machine Operator	7.85
240	Concrete Paving Machine Operator (Spreader)	8.97
250	Concrete Saw Operator	6.15
255	Concrete Breaker/Hydro-Hammer Operator	7.00
270	Loader (All Types)	6.90
275	Milling Machine Operator	7.27
280	Mixer Operator (All Types)	6.53
285	Motor Patrol (Grader) Operator	8.51
290	Mulcher Machine Operator	6.00
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	10.50
305	Roller Operator (Self-Propelled)	5.73
310	Scraper Operator (All Types)	6.81
315	Striping Machine Operator	10.00
320	Tractor Operator (Track Type)	9.00
325	Tractor Operator (Wheel Type)	5.70
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	9.18
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.

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#### **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.

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

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

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. 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. 907-222-1

CODE: (SP)

DATE: 05/11/2004

SUBJECT: Wildflower Seeding

Section 907-222, Wildflower Seeding, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

## **SECTION 907-222 -- WILDFLOWER SEEDING**

**907-222.01--Description.** This work shall consist of furnishing the specified kind(s) of wildflower seeds, herbicide material for site preparation and mulch material; planting the seeds in a prepared and approved seedbed; compacting the planted area(s); and providing plant establishment, all in accordance with these specifications and in reasonable close conformity with the locations shown on the plans or established by the Engineer.

### **907-222.02--Materials.**

**907-222.02.1--Seeds.** Wildflower seeds shall be furnished in containers labeled or tagged with the scientific and common names of each kind along with the percent/pounds of each to make up the mixture. The Contractor shall acquire the seed or seed mixture from a commercial seed supplier. The Contractor shall have the supplier furnish a certified letter to the Engineer that the seeds furnished are from the current seed crop.

The Contractor shall protect the seeds from damage until planted. Seed containers that appear, by visual inspection, to be damaged will not be acceptable.

The seed or seed mixtures to be planted shall be specified on the plans.

**907-222.02.2--Herbicides.** The herbicide material used in preparing the site to kill the existing vegetation shall be 41% Isopropyl Amine Salt of Glyphosphate. The rate of glyphosphate shall be five (5) quarts in twenty-five (25) to thirty (30) gallons of potable water per acre.

**907-222.02.3--Fertilizers.** All fertilizers shall be uniform in composition, free flowing and suitable for application with approved equipment. Fertilizers shall be delivered to the site fully labeled according to applicable state fertilizer laws and shall bear the name, trade name or trademark and warranty of the producer/manufacturer.

Fertilizer application rates shall be determined by soil tests. A minimum of one soil test sample per every 10,000 square feet will be required. Tests shall then be combined and averaged for determining application rates.

Fertilizer shall be distributed uniformly over the entire area to receive wildflower seed.

**907-222.02.4--Lime.** Low pH Correction Materials: Lime material shall be ground limestone (hydrated or burnt lime may be substituted) which contains at least 50% total oxides (calcium oxide plus magnesium oxide). Ground limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98% to 100% will pass through a 20-mesh sieve.

Lime application rates shall be determined by soil tests. A minimum of one soil test sample per every 10,000 square feet will be required. Tests shall then be combined and averaged for determining application rates.

Lime shall be distributed uniformly over the entire area to receive wildflower seed.

High pH Correction Materials: Materials and application rates shall be determined by appropriate soil tests performed by an approved laboratory. If leaching or special management is necessary, final grading will be delayed as specified.

**907-222.03--Construction Requirements.**

**907-222.03.1--Construction Methods.** Prior to planting the seeds, ground preparation, herbicide application, fertilization and liming shall have been satisfactorily performed in accordance with the contract and the area approved by the Engineer for planting.

Tillage: Soil amendments such as lime and fertilizer shall be uniformly mixed into the top four inches of soil by discing, harrowing or other approved method.

Final Grading: Any undulations or irregularities in the surface resulting from fertilization, liming, tilling, or other causes shall be smoothed prior to wildflower seed installation. Flooded, washed out areas damaged or otherwise, shall be reconstructed and all grades re-established by the Contractor in accordance with the applicable specifications, or site conditions that existed prior to wash-out if grades are not specified.

The rates of application and the planting dates of seed shall be as set out in the plant material schedule on the plans. Seed quantities that are required per wildflower planting area, are indicated on the planting plans.

Herbicide applications for site preparation shall be performed to kill existing vegetation on designated areas to receive wildflower seed. The herbicide shall be uniformly applied, conforming to the manufacturer's recommendation, a minimum of ten days, or until all vegetation appears to be dead, prior to seedbed preparation in an approved manner at the rate specified in Subsection 907-222.02.2.

When designated by the Engineer, the dead vegetation shall be cut, raked and removed from the seedbed areas, and disposed of in an approved manner.

Light ground preparation shall be performed for seedbed preparation on designated areas. This work shall consist of discing and/or tilling the soil as required to provide a uniform and thoroughly pulverized soil to a depth of approximately four (4) inches with approved equipment to the satisfaction of the Engineer.

The seeds shall be uniformly sown on the prepared seedbed, in an approved manner, immediately after the ground preparation is completed and approved by the Engineer.

Upon completion of the seeding operation, the seeded area shall be compacted with an approved cultipacker to the satisfaction of the Engineer.

Upon completion of the seeding and cultipacking operation, the seeded area shall be mulched as indicated on the plans. The application of the mulch shall conform to Section 215 of the Standard Specifications, except that anchoring will not be required. Mulch shall be required unless indicated otherwise on the plans or so directed by the Engineer.

**907-222.03.2--Plant Establishment.** The Contractor shall be required to provide plant establishment on all areas where wildflower seeds are planted, until release of maintenance.

Plant establishment shall consist of preserving, protecting, watering, reseeding, controlling obnoxious vegetation by approved methods, and such other work as may be deemed necessary to keep the planted area(s) in a satisfactory condition.

The Engineer may require reseeding on area(s) which, for any cause, is (are) deemed to be unsatisfactory. Unless otherwise directed by the Engineer, these areas shall be prepared and seeded as if the reseeding was the initial seeding.

The Contractor shall be responsible for any damage to the vegetation outside the wildflower area(s) and shall repair or replace such damaged vegetation, as directed by the Engineer, at no additional cost to the State.

**907-222.03.3--Water.** Potable water shall be furnished by the Contractor and applied to the wildflower areas in adequate quantities to insure the healthy growth of the plants, until final acceptance of the project by the State. The Contractor shall make, at no additional costs to the State, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs. The Contractor shall also furnish all necessary hose, equipment, attachments and accessories as may be necessary to complete the work specified.

**907-222.04--Method of Measurement.** Wildflower seeding will be measured by the acre as indicated on the plans and in the bid schedule of the contract.

**907-222.05--Basis of Payment.** Wildflower seeding, measured as prescribed above, will be paid for at the contract unit price bid per acre, which price shall be full compensation for furnishing all seeds; herbicide and mulch; water; for all site preparation; seedbed preparation and

compaction; for all plant establishment until release of maintenance; and for all equipment, tools labor and incidentals necessary to complete the work.

Payment will be made under:

907-222-A: Wildflower Seeding

- per acre

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-1

CODE: (SP)

DATE: 05/11/2004

SUBJECT: Tree and Shrub Planting

Section 230, Tree and Shrub Planting, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 230.02.14 on page 165 and substitute the following:

**907-230.02.14--Mulch.** Type I mulch used for bed preparation shall meet the requirements of Subsection 715.07. Type V mulch used for the surface mulching plant beds and pits shall be shredded cedar, cypress, pine, or hardwood bark strip (pole peelings), commercial type, with no pieces larger than 1½ inches across the surface.

**907-230.02.15--Bed Edging.** Bed edging shall be steel edging, 3/16-inch by 4-inch in size, green in color with steel stakes, manufactured by Ryerson, an Inland Steel Company, St. Louis, Mo., or an approved equal.

**907-230.03.7--Planting, Backfilling, and Watering.** After the first paragraph of Subsection 230.03.7 on page 166, add the following:

Where plant areas are bound all around by bed edging and/or paving all around, bed preparation shall be required. Bed preparation shall consist of stripping the proposed bed area of existing grass or plant material unless designated to remain, removal and disposal of existing soil in order that finished grade of bed, not including surface mulch, is no higher than surrounding grades/pavement edges, spreading a 3-inch layer of Type I mulch throughout the area, tilling in the Type I mulch to a depth of six inches uniformly throughout the area and excavating planting pits in accordance with this special provision. The entire bed area shall receive Type V mulch as a surface mulch.

Backfill for tree, shrub, and groundcover planting pits shall be a 50/50 mix of existing soil and topsoil.

**907-230.04--Method of Measurement:** After the sixth paragraph of Subsection 230.04 on page 169, add the following:

Bed edging, complete in place and accepted, will be measured per linear foot. Excavation, backfilling, and miscellaneous fittings will not be measured for separate payment.

Bed preparation, complete in place and accepted, will be measured per square foot. Excavation of existing soil, providing and incorporating Type I mulch, surface Type V mulch, and weeding will not be measured for separate payment.

Type V mulch, complete in place and accepted, will be measured per cubic yard for individual tree and shrub pits outside of bed areas requiring bed preparation.

**907-230.05--Basis of Payment.** After the first paragraph of Subsection 230.05 on page 170, add the following:

Accepted quantities for bed edging and bed preparation will be paid for at the contract unit price per linear foot and square foot, respectively. Prices paid shall be full compensation for completing the work.

Accepted quantities for Type V mulch used at tree and shrub planting pits (not within areas of bed preparation) will be paid for at the contract unit price per cubic meter. Prices paid shall be full compensation for completing the work.

After the last pay item listed on page 170, add the following:

- 907-230-C: Bed Edging - per linear foot
- 907-230-D: Bed Preparation - per square foot
- 907-230-E: Type V Mulch - per cubic yard

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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**DOCUMENT 00010**

**PROJECT: SITE IMPROVEMENTS TO REST AREA AT WIGGINS  
ON HIGHWAY 49, STONE COUNTY, MISSISSIPPI**

**SPECIAL PROVISION NUMBER: 907-242-1**

**DATE: MARCH 1, 2004**

**DESCRIPTION:** This Work shall consist of all construction work necessary in performing the items described under this Special Provision as part of the Improvements to Rest Area at Wiggins on Highway 49, Stone County, Mississippi, for District Six, in accordance with these Specifications and conforming with the Drawings.

It is the intention of these Specifications to provide the necessary items and instruction for these improvements including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the Work shall not relieve the Contractor of furnishing and installing such items and conforming to the regulatory codes having jurisdiction.

**GENERAL INDEX**

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**DIVISION 2 SITE CONSTRUCTION (Not Used)**

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<b>DIVISION 11</b>	<b>EQUIPMENT (Not Used)</b>
<b>DIVISION 12</b>	<b>FURNISHINGS (Not Used)</b>
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION (Not Used)</b>
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SECTION	16200 SERVICE AND DISTRIBUTION
SECTION	16300 LIGHTING

\*\*\* END OF DOCUMENT\*\*\*

**INDEX OF SPECIAL PROVISION DRAWINGS**  
DOCUMENT 00015

<b>WORKING NUMBER</b>	<b>SHEET NUMBER</b>	<b>DESCRIPTION</b>
1	1	TITLE SHEET
DI-1	2	DETAILED INDEX AND GENERAL NOTES
SP	3	OVERALL SITE PLAN (INCLUDES THIS WORK)
DM1	4	EXISTING CONDITIONS/ DEMOLITION PLAN
DM2	5	EXISTING CONDITIONS/ DEMOLITION PLAN
L1	7	OVERALL LAYOUT PLAN (INCLUDES THIS WORK)
L2	8	LAYOUT PLAN
L3	9	LAYOUT PLAN
L4	10	LAYOUT PLAN
P0.1	32	PLUMBING LEGEND, ABBREV, AND GENERAL NOTES
P1.1	33	SITE PLAN – PLUMBING
E0.1	34	ELECTRICAL LEGEND, ABBREV, AND GENERAL NOTES
E1.1	35	SITE PLAN – DEMOLITION
E1.2	36	ELECTRICAL SITE PLAN
E2.1	37	ELECTRICAL DETAILS AND SCHEDULES

\*\*\*END OF DOCUMENT\*\*\*

**GENERAL CONDITIONS  
DOCUMENT 00700**

**Part 1 GENERAL**

**1.01 DESCRIPTION.**

- A. The American Institute of Architects **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition, Articles 1 through 14 inclusive, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, **AIA DOCUMENT A201-1997** is also referred to in the Contract documents as the "General Conditions".
- B. All persons intending to provide goods or services in connection with this Work are required to read and understand the referenced document prior to proceeding.
- C. See Document 00800-*Supplementary Conditions*. In the event of a conflict between the **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition and Document 00800-*Supplementary Conditions*, Document 00800 shall control even if the conflicting provision in the **AIA DOCUMENT A201-1997** "General Conditions of the Contract for Construction" is not expressly deleted or revised by reference in Document 00800.

**SUPPLEMENTARY CONDITIONS**  
**Document 00800**

**Part 1 GENERAL**

**1.01 DESCRIPTION**

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition. When any Article of the General Conditions is modified, or deleted, by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect. The "General Conditions of the Contract for Construction" may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

**1.02 Verification Of Dimensions:** Before ordering any materials or doing any work, the Contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the Work. No extra compensation will be allowed on account of differences between the dimensions shown on the Drawings and actual dimensions.

**1.03 Plans And Specifications:** The Specifications and the Drawings are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any Work or material called for by either shall be provided as if called for by both.

**1.04 Execution Of The Work:** Sections of Division 1 General Requirements govern the execution of the Work of all Special Provisions and Sections 2-16 of the Specifications.

**1.05 Workmanship:** All Work as described or required shall be executed in a neat, skillful manner, in accordance with the best-recognized trade practice. Only competent workmen (including the superintendent), who work and perform their duties satisfactorily shall be employed on the Project. When requested by the Project Architect, the Contractor shall discharge and shall not re-employ on the Project, any person who commits trespass or who is, in the opinion of the Project Architect, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

**1.06 Use Of Site And Facilities:** Contractor shall not allow tradesman, technicians and laborers to enter other portions of existing facilities except as predetermined and approved by the Project Architect. Existing utilities shall not be interrupted unless pre-approved by the Project Architect. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-construction Conference.

**1.07 Utilities:** The Owner will furnish utilities for construction (electricity and water). Contractor must use "as-is" or pay for any necessary modifications.

**Article 1 GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

1.1.1 **The Contract Documents:** Delete the last sentence of this Subparagraph and substitute following sentence:

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Notice to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

**1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATION AND OTHER INSTRUMENTS OF SERVICE**

1.6.1 Add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the "Engineering Services Contract" Agreement Between the Owner and the Professional.

**Article 2 OWNER**

**2.1 GENERAL**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Mississippi Transportation Commission, a body Corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation for the benefit of the Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Construction Contract for the Owner. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.2.5 Change this Subparagraph to read as follows:

After the Contract is executed by the Executive Director, the Contractor will receive free of charge two bound copies of the Project Manual (Proposal and Contract Documents) (one executed and one blank), and five full-scale copies of the Drawings and two half-scale copies. The Contractor shall have available on the Project Site at all times one copy each of the Contract Drawings and the Project Manual (Proposal).

**Article 3 CONTRACTOR**

**3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.1 Change the last sentence to read as follows:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner and Professional shall be responsible for any resulting loss or damage.

### **3.18 INDEMNIFICATION**

3.18.3 Add a new Subparagraph as follows:

The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands caused by the Contractor's acts or omissions.

## **Article 4 ADMINISTRATION OF THE CONTRACT**

### **4.1 ARCHITECT**

4.1.4 Add a new Subparagraph as follows:

The term "Architect," "Engineer," "Professional", or "Consultant" as used in these Documents refers to the Professional firm who has been directed by the Owner to design and inspect construction of this Project.

4.1.5 Add a new Subparagraph as follows:

The term "Project Engineer" as used in these Documents refers to the Mississippi Department of Transportation Executive Director's authorized representative. The MDOT Architect is Director of Architectural Services and is an advisor to the Project Engineer.

### **4.5 MEDIATION**

4.5.1 Delete this Subparagraph in its entirety.

4.5.2 Delete this Subparagraph in its entirety.

4.5.3 Delete this Subparagraph in its entirety.

### **4.6 ARBITRATION**

4.6.1 Delete this Subparagraph in its entirety.

4.6.2 Delete this Subparagraph in its entirety.

4.6.3 Delete this Subparagraph in its entirety.

4.6.4 Delete this Subparagraph in its entirety.

4.6.5 Delete this Subparagraph in its entirety.

4.6.6 Delete this Subparagraph in its entirety.

4.7 Add a new Paragraph as follows:

**ARBITRATION PROCEDURES FOR THE MISSISSIPPI TRANSPORTATION COMMISSION**

All matters of dispute arising out of any agreement with the Mississippi Transportation Commission for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Mississippi Transportation Commission for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

4.7.1 Add a new Subparagraph as follows:

**CONDITIONS PRECEDENT TO ARBITRATION**

- .1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute, the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Chief Engineer of the Mississippi Department of Transportation, or his authorized representative, and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.
- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Project Architect. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Project Architect, oral testimony may be had on the matter.

4.7.2 Add a new Subparagraph as follows:

**REQUESTS FOR ARBITRATION:** Within thirty (30) days of a claim being rejected in writing by the Project Architect, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Chief Engineer of the Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred dollars (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

4.7.3 Add a new Subparagraph as follows:

**SELECTION OF ARBITRATORS:** Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. The Chief Engineer of the Mississippi Department of Transportation shall appoint one (1) member. One (1) member shall be appointed by the Executive Director of a professional or trade association that represents interests similar to that of the non-state party. The first two shall appoint the third member.

4.7.4 Add a new Subparagraph as follows:

**HEARINGS:** All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless the parties mutually agree to another location. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.

4.7.5 Add a new Subparagraph as follows:

**AWARDS:** Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

4.7.6 Add a new Subparagraph as follows:

**FEES AND EXPENSES:** Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

4.7.7 Add a new Subparagraph as follows:

**MODIFICATIONS, CONFIRMATIONS, AND APPEALS:** All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.

4.7.8 Add a new Subparagraph as follows:

**SECRETARY FOR THE ARBITRATORS:** All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Chief Engineer, Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850.

**Article 5 SUBCONTRACTORS**

No supplementary conditions.

**Article 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

No supplementary conditions.

**Article 7 CHANGES IN THE WORK**

**7.2 CHANGE ORDERS**

7.2.3 Add a new Subparagraph as follows:

The maximum cost included in a Change Order for profit and overhead is limited to twenty-five percent (25%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.

**Article 8 TIME**

**8.1 DEFINITIONS**

8.1.3 Change this Subparagraph to read as follows:

See edited paragraph 9.8.4 for Substantial Completion.”

**8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or Project Engineer / MDOT Architect, or by any employee or either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor’s control, or by any other causes which the Project Engineer / MDOT Architect determines may justify the delay, then the Contract time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner’s approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

**Article 9 PAYMENTS AND COMPLETION**

**9.3 APPLICATIONS FOR PAYMENT**

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

The Owner will retain five percent (5%) until the Work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Architect’s and/or Engineer’s opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Contractor for distribution to the appropriate Sub-Contractors and Suppliers. Future retainage shall be withheld at the rate of two and one half percent (2 ½%) of the amount due the Contractor on account of progress payments.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day’s request for extension. A Contractor’s letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are located.
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
- .6 A review by the Project Engineer of the materials stored off-site prior to release of payment.
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.
- .8 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

9.3.2.2 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment for materials stored at the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

- .1 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
- .2 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

## **9.6 PROGRESS PAYMENTS**

9.6.8 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

## **9.7 FAILURE OF PAYMENT**

9.7.1 Change this Subparagraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the **Mississippi Code 1972, Annotated**.

## **9.8 SUBSTANTIAL COMPLETION**

9.8.4 Add a new sentence at the end of this Subparagraph:

Substantial Completion shall not be recognized under this Contract. The Project Engineer, under the advisement of the MDOT Architect, shall determine when this portion of the Work is complete to the point it can be used for its intended purpose and occupied.

**9.11 LIQUIDATED DAMAGES**

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner liquidated damages for each calendar day of delay until the work is substantially complete as follows:

For More Than	To and Including	Per Calendar Day
0	100,000	140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	2,000,000	400
2,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	-----	1,400

**Article 10 PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clause 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.3 HAZARDOUS MATERIALS**

- 10.3.2 Delete this Subparagraph in its entirety.
- 10.3.3 Delete this Subparagraph in its entirety.
- 10.4 Delete this Subparagraph in its entirety.
- 10.5 Delete this Subparagraph in its entirety.

**Article 11 INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Add a new Subparagraph as follows:

Refer to Mississippi Department of Transportation Specifications for Construction of Roads & Bridges.

11.1.5 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract: the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

**11.2 OWNER'S LIABILITY INSURANCE**

11.2.1 Delete this Subparagraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

**11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

Delete this Paragraph in its entirety.

**11.4 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)**

11.4.1 Change the first line in this Subparagraph to read as follows:

The Contractor shall purchase...

11.4.1.2 Delete this Clause under Subparagraph 11.4.1 in its entirety.

11.4.1.3 Change the following Clause in Subparagraph 11.3.1 to read as follows:

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.4.2 Delete this Subparagraph in its entirety.

11.4.3 Delete this Subparagraph in its entirety.

11.4.4 Delete this Subparagraph in its entirety.

11.4.5 Delete this Subparagraph in its entirety.

11.4.6 Delete this Subparagraph in its entirety.

11.4.10 Change this Subparagraph to read as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

**Article 12 UNCOVERING AND CORRECTION OF WORK**

No supplementary conditions.

**Article 13 MISCELLANEOUS PROVISIONS**

No supplementary conditions.

**Article 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

No supplementary conditions.

\*\*\*END OF DOCUMENT\*\*\*

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY THIS PORTION OF CONTRACT DOCUMENTS

- A. Work covered by this Special Provision of the Contract Documents shall be provided by one (1) General Contractor as a portion of one (1) Contract to improve the Mississippi Department of Transportation site in the following location:

As part of Project No.STP-0008-01(085) 103976, Site Improvements to Rest Area at Wiggins on Highway 49, in Stone County, Mississippi;

- B. Work included under this Special Provision 907-242-134, but not necessarily limited to, shall include repair and improve the existing two (2) picnic pavilions, all mechanical and electrical items necessary for the complete installation and connection of a lift station from the building under construction to the sewage line as shown on Drawings, and all electrical items shown on Drawings not covered as separate Pay Items.
- C. General Conditions: AIA 201 General Conditions and Supplemental Conditions.
- D. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

E. Contractor's Duties:

- 1. Except as specifically noted, provide and pay for:
  - a. Labor, materials, equipment.
  - b. Tools, construction equipment, and machinery.
  - c. Other facilities and services necessary for proper execution and completion of the Work.
- 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
- 3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
  - a. Permits
  - b. Government Fees
  - c. Licenses
- 4. Give required notices.
- 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
- 6. Promptly submit written notice to Project Architect of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
- 7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.

8. Schedule of Values: The Contractor shall submit to the Project Architect a Schedule of Values as described in Section 01295 of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form.
9. Sub-Contractors List: The Contractor shall submit a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. Submit to the Project Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.
10. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01310– Project Management & Coordination.

1.02 CORPORATION BETWEEN CONTRACTORS

- A. Construction for a Rest Area Facility Building, State Project No. BWO-6122-66(001) 501413, is presently under Contract on this same site.
- B. The City of Wiggins is presently constructing water and sewer service to this site from existing locations of utilities to the south of the site along U. S. Highway 49.
- C. These Contracts shall require the Contractors to incorporate with each other and the Owner during construction of these adjacent and common Projects.

1.03 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at the site to areas permitted by:
  1. Law
  2. Ordinances
  3. Permits
  4. Contract Documents
  5. Owner
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of MDOT or other Contractors.
- F. Obtain and pay for use of additional storage of work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated on the Drawings.

PART 2 PRODUCTS &  
PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01290

PAYMENT PROCEDURES

PART 1 GENERAL

1.01 METHOD OF MEASUREMENT: The method of measurement and payment shall conform to the applicable provisions of Article 9 of the AIA Document A201-1997 General Conditions of the Contract for Construction.

1.02 APPLICATION FOR PAYMENT

A. Format: Applications for Payments for this Special Provision 907-242-134 shall be prepared on AIA forms G702 - Application and Certificate for payment and G703 - Continuation Sheet; or, a computer generated form containing similar data may be used.

B. Preparation of Application:

1. Present required information in type written form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01770 - Closeout Procedures.

C. Submittal Procedures:

1. Submit 6 copies of each Application for Payment.
2. Submit an updated construction schedule with each Application for Payment as described in Section 01320 - Construction Progress Documentation.
3. Submit request for payment at intervals agreed upon by the Project Architect, Owner, and Contractor.
4. Submit requests to the Project Architect at agreed upon times, or as may be directed otherwise.

D. Substantiating Data:

1. Submit data justifying dollar amounts in question when such information is needed.
2. Provide one copy of the data with a cover letter for each submittal.
3. Indicate the Application number, date and line item number and description.

1.03 BASIS OF PAYMENT

A. This Work will be paid for as part of the Contract Sum for the construction in District Six. The Work includes the portion of the Work described within this Special Provision for Site Improvements to Rest Area at Wiggins on Highway 49, Stone County, Mississippi. This portion of the Contract Sum shall be full compensation for this portion of Work, for furnishing all materials, and all other Work and effort of whatever nature, installation of underground and other equipment, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete this portion of the Work.

B. Payment will be made under:

MDOT Project No. STP-0008-01(085) 103976

Special Provision 907-242-134

Description: A. Repair and Improve Existing Picnic Pavilions, Install Lift Station, and Special Electrical Items

Lump Sum

**TOTAL SPECIAL PROVISION 907-242-A**

**LUMP SUM**

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01295

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope: Submit a Schedule of Values to the Project Engineer / MDOT Architect at least 10 days prior to submitting first Application for Payment. This Schedule will be reviewed and forwarded to the Consultants. Upon MDOT Architect's request, support the values given with data substantiating their correctness. Payment for materials stored on site will be limited to those listed in Schedule of Unit Material Values. Use Schedule of Values only as basis for contractor's Application for Payment for Work that applies to this Special Provision 907-242-134.
- B. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703-1992, using Table of Contents of this Specification as basis for format for listing costs of Work for Sections under Divisions 2- 16. Identify each line item with number and title as listed in Table of Contents of this Specification.
- C. Preparing Schedule of Values:
  - 1. Itemize separate line item costs for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, Contingency Allowance, temporary facilities and controls, and closeout documents.
  - 2. Itemize separate line item cost for Work required by each Section of this specification. Breakdown installed cost with overhead and profit.
  - 3. For each line item, which has installed value of more than \$20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
- D. Preparing Schedule of Unit Material Values:
  - 1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.
  - 2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- E. Review and Re-submittal: After Project Architect's review, revise and resubmit schedule in same manner, if requested.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01298

## CHANGE ORDER PROCEDURES

## PART 1 GENERAL

- 1.01 SCOPE: This Section describes the procedures for processing Change Orders by the Project Architect and the Contractor.
- 1.02 CHANGE ORDER PROCEDURES
- A. Change Proposed by the Project Architect: The Project Architect may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor shall prepare and submit an estimate within 10 days.
- B. Change Proposed by the Contractor: The Contractor may propose a change by submitting a request for change to the Project Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 - Product Options and Substitution Procedures.
- C. Contractor's Documentation:
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
  2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
  3. On request, provide additional data to support computations:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:
    - a. Origin and date of claim.
    - b. Dates and time work was performed and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. Construction Change Directive: The Project Architect may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in the Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. Format: The Project Architect will prepare 5 originals of the Change Order using the Mississippi Department of Transportation's Change Order Form.
- F. Types of Change Orders:
1. Stipulated Sum Change Orders: Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Project Architect.

2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
  3. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Project Architect will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Order: The Project Architect will issue Change Orders for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders requires approval by the Owner.
- H. Correlation of Contractor Submittals: The Contractor shall promptly revise Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01310

## PROJECT MANAGEMENT AND COORDINATION

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Scope: To set forth procedures, conditions and responsibility for coordination of the total project.
- B. Project Coordinator: The General Contractor shall designate one individual as Project Coordinator (Superintendent), as referred to in the General Conditions. Prior to beginning Work his name, qualifications and address shall be submitted, in writing, to the MDOT Director with copies to the Construction Engineer, Office Engineer, District Engineer, Project Engineer and MDOT Architect. Upon approval, he will remain until the Project is completed and cannot be removed during construction without the written consent of the Project Engineer.

## 1.02 DUTIES OF PROJECT COORDINATOR (SUPERINTENDENT)

- A. General:
  - 1. Coordination: Coordinate the work of all subcontractors and material suppliers.
  - 2. Supervision: Supervise the activities of every phase of Work taking place on the project.
  - 3. Contractor's Daily Job Diary: Submit copy of daily job diary to the MDOT Architect each Monday for the previous week.
  - 4. Electrical: Take special care to coordinate and supervise the Work of the electrical and other subcontractors.
  - 5. Communication: Establish lines of authority and communication at the job site.
  - 6. Location: The Project Coordinator (Superintendent) must be present on the job site at all times while work is in progress.
  - 7. Permits: Assist in obtaining building and special permits required for construction.
- B. Interpretations of Contract Documents
  - 1. Consultation: Consult with Project Engineer / MDOT Architect to obtain interpretations.
  - 2. Assistance: Assist in resolution of any questions.
  - 3. Transmission: Transmit written interpretations to concerned parties.
- C. Cessation of Work: Stop all Work not in accordance with the requirements of the Contract Documents.
- D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
  - 1. Enforce all safety requirements.
  - 2. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
  - 3. Cutting and Patching: Supervise and control all cutting and patching of other trades work.
  - 4. Project Meetings: Schedule with Project Engineer's / MDOT Architect's approval and attend all project meetings.
  - 5. Construction Schedules: Prepare and submit all construction schedules. Supervise Work to monitor compliance with schedules.
  - 6. Shop Drawings, Product Data and Samples: Administer the processing of all submittals required by the Project Manual.

7. Testing: Coordinate all required testing.
  8. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities.
  9. Substitutions and Product Options: Administer the processing of all substitutions.
  10. Cleaning: Direct and execute a continuing (daily) cleaning program throughout construction, requiring each trade to dispose of their debris.
  11. Project Closeout: Collect and present all closeout documents to the Project Engineer.
  12. Project Record Documents: Maintain up-to-date Project Record Documents.
- E. Changes: Recommend and assist in the preparation of requests to the Project Engineer / MDOT Architect for any changes in the Contract.
- F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of Mechanical and Electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if required.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 SUBCONTRACTOR'S DUTIES: The Subcontractor is responsible to coordinate and supervise his employees in the Work accomplished under his part of the Contract.

- A. Schedules: Conduct Work to assure compliance with construction schedules.
- B. Suppliers: Transmit all instructions to his material suppliers.
- C. Cooperation: Cooperate with the Project Coordinator and other subcontractors.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01315

## PROJECT MEETINGS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Provisions for and procedures related to the required Project Meetings which include, but not limited to, the following for each Project Phase:
1. Pre-Construction Meeting.
  2. Periodic Progress Meetings.

## 1.02 MEETINGS

- A. Purpose of Meetings: Project Meetings shall be held for the following reasons:
1. To establish an understanding of what is expected from everyone involved.
  2. To enable an orderly Project review during the progress of the Work.
  3. To provide for systematic discussion of problems and effect remedies and clarifications.
  4. To coordinate the Work.
  5. To review installation procedures and schedules.

## 1.03 SCHEDULING AND ADMINISTRATION

- A. The Project Engineer shall schedule and preside over all meetings throughout the progress of the Work. Duties include the following:
1. Review, modify / approve minutes of the previous meeting.
  2. Discuss items that have been done the previous month and anticipated work to be done within the next month.
  3. Review Contractor's Pay Request and resolve questions or conflicts with Construction Documents.
- B. The Contractor shall attend and administer all meetings throughout the progress of the Work. Duties include the following:
1. Preparation of agenda for meetings
  2. Distribution of agenda and written notice 7 days in advance of date for each regularly scheduled meeting.
  3. Make physical arrangements for meetings.
  4. Record the minutes which shall include list of all participants and all significant proceedings and, in particular, all decisions, agreements, clarifications, and other data related to Project cost, time, and modifications.
  5. Distribute copies of minutes within 7 calendar days to all parties affected by decisions made at the meeting.
  6. Follow-up unresolved matters discussed at meetings and promptly effect final resolution, especially for work in progress. Advise all effected parties of result and include report of activities in next scheduled meeting.
- C. Representatives of Contractor's, Subcontractor's, and Supplier's attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. Consultants may attend meetings to ascertain work is expedited consistent with Contract Documents and construction schedules.

## 1.04 PRE-CONSTRUCTION MEETING

- A. Schedule: Schedule Pre-Construction Meeting within 10 days after Notice to Proceed.

- B. Location: A central site, convenient for all parties, designated by the Contractor and approved by the Project Engineer.
- C. Attendance: Attending shall be the MDOT representatives associated with the Project, the Project Engineer, MDOT Architect and his Consultants (if needed), the General Contractor, all major Subcontractors, and any representatives of governmental or other regulatory agencies as required.
- D. Minimum Agenda:
  - 1. Distribute and discuss construction schedule prepared by Contractor.
  - 2. Review critical Work sequencing.
  - 3. Designate responsibilities.
  - 4. State procedures for submittals.
  - 5. State procedures for maintaining record documents.
  - 6. State procedures for change orders.
  - 7. State procedures for application of payment.
  - 8. Coordinate use of premises, including office and storage areas.
  - 9. List Owner's requirements.
  - 10. Show clear understanding of Security.
  - 11. Show clear understanding of Housekeeping procedures.

1.05 PROGRESS MEETINGS

- A. Schedule: Progress Meetings will be scheduled monthly. The Project Engineer will cancel the meeting with at least 48 hours notice if a meeting is not necessary for any particular month.
- B. Place of Project Meetings: Contractor's Field Office except as otherwise agreed.
- C. Attendance: Attending shall be the MDOT representatives associated with the Project, the Project Engineer or his representative, the MDOT Architect or his representative and his Consultants (if needed), the General Contractor, and all Subcontractors as pertinent to the agenda.
- D. Minimum Agenda:
  - 1. Review, modify / approve minutes of the previous meeting.
  - 2. Review work progress since last meeting.
  - 3. Note field observations, problems and decisions.
  - 4. Identify problems that impede planned progress.
  - 5. Review off-site fabrication problems.
  - 6. Revise construction schedule as indicated.
  - 7. Plan progress during the next work period.
  - 8. Review submittal schedules; expedite and modify as required.
  - 9. Review proposed changes,
  - 10. Review Request for Payment.
  - 11. Complete other current business.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope: Provide projected Construction Schedules for entire Work and revise monthly to show progress through the pay period. The following is a minimum requirement and other type schedules are acceptable with Owner's approval.
- B. Form of Schedules: Prepare in form of horizontal bar chart.
  - 1. Provide separate horizontal bar column for each trade or operation.
  - 2. Order: Table of Contents of Specifications.
  - 3. Identify each column by major Specification section number.
  - 4. Horizontal Time Scale: Identify first work day of each week.
  - 5. Scale and Spacing: To allow space for updating.
- C. Content of Schedules:
  - 1. Provide complete sequence of construction by activity.
  - 2. Indicate dates for beginning and completion of each stage of construction.
  - 3. Identify Work of logically grouped activities.
  - 4. Show projected percentage of completion for each item of Work as of first day of each month.
- D. Updating:
  - 1. Show all changes occurring since previous submission of updated schedule.
  - 2. Indicate progress of each activity and completion dates.
- E. Submittals:
  - 1. Submit initial schedules to the MDOT Architect within 15 days after date of Notice to Proceed.
  - 2. Submit to MDOT Architect, periodically updated schedules accurately depicting progress to first day of each month.
  - 3. Submit 2 copies, one to be retained by the MDOT Architect and the other forwarded to the Project Engineer.
- F. If the Contractor is required to produce two revised construction schedules because of lack of progress in the Work, the Owner will notify the Contractor's surety.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Scope: Submit to the MDOT Architect Shop Drawings, product data, and samples required by Specification Sections. Faxed submittals will **not** be accepted. Three ring binders will **not** be accepted for approval submittals. Refer to Section 01630 – Product Options and Substitution Procedures, for requirements concerning products that will be acceptable on this Project
- B. Shop Drawings: Original (legible) drawings prepared by Contractor, Subcontractor, Supplier or Distributor which illustrate actual portions of the Work; showing fabrication, layout, setting or erection details. Reproductions of the Contract Drawings will **not** be acceptable. Minimum requirements for Shop Drawings shall include the following:
1. Prepared by a qualified detailer.
  2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
  3. Minimum sheet size: 8-1/2 inches by 11 inches.
  4. Reproductions for submittals: 7 Prints. Submit 8 prints if they are Plumbing, Mechanical or Electrical Submittals.
  5. Shop Drawings shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with Contract requirements prior to submitting to the MDOT Architect.
- C. Product Data: Provide 7 copies each. Provide 8 copies if they are Plumbing, Mechanical or Electrical Submittals. Minimum information submitted shall include the following:
1. Manufacturer's standard schematic drawings: Modify drawings to delete information that is not applicable to the Project. Supplement standard information to provide additional information applicable to Project.
  2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: Clearly mark each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
  3. Product Data shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with contract requirements prior to submitting to the MDOT Architect.
- D. Samples: Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed Work is judged.
1. Provide one copy each of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples.
  2. Samples remain the property of the MDOT Architect until completion of construction of the Project.
  3. Samples will not be required when specified product is submitted.
  4. If a specified product color is discontinued, Contractor shall notify MDOT Architect promptly to determine if it affects other color selections.

- E. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer / MDOT Architect.
1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
  2. Work shall not be allowed using these materials until the mock-up is approved.
  3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer / MDOT Architect. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.
- F. Contractor Responsibilities:
1. Review Shop Drawings, product data, and samples prior to submission.
  2. Verify field measurements, construction criteria, catalog numbers and other data.
  3. Coordinate each submittal with requirements of Work and Contract Documents.
  4. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's review of submittals.
  5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by MDOT Architect's review of submittals unless MDOT Architect gives written acceptance of specific deviations.
  6. Notify MDOT Architect in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
  7. Order no materials or begin no Work requiring submittals until the return of submittals bearing MDOT Architect's stamp and initials indicating review.
  8. After MDOT Architect's review, distribute copies.
- G. Submission Requirements:
1. Schedule submission with ample time given to review submittals prior to being needed.
  2. Submit 7, 8 if Plumbing, Mechanical or Electrical copies of Shop Drawings and number of copies of product data which Contractor requires for distribution.
  3. Submit number of samples specified in each Specification Section.
  4. Accompany submittals with transmittal letter, in duplicate, containing data, project title and number; Contractor's name and address; the number of each Shop Drawings, product data and samples submitted; notification of deviations from Contract Documents; and other pertinent data.
  5. Submittals shall include the following on each copy:
    - a. Date and revision dates.
    - b. Project title and number.
    - c. The names of Project Engineer, Architect/Engineer, Contractor, Supplier, Manufacturer, and separate detailer, when pertinent.
    - d. Identification of product or material.
    - e. Relation to adjacent structure or materials.
    - f. Field dimensions, clearly identified as such.
    - g. Specification Section Number.
    - h. Applicable standards such as ASTM Number or Federal Specification.
    - i. A blank space, 2 inches by 3 inches for the MDOT Architect's stamp.
    - j. Identification to deviations from Contract Documents.
    - k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents.

- H. Resubmission Requirements:
  - 1. Shop Drawings: Revise initial Drawings as required and resubmit as specified for initial submittal. Indicate on Drawings, any changes that have been made other than those required by Architect / Engineer.
  - 2. Product Data and Samples: Submit new data and samples as required for initial submittal.
- I. Distribution of Submittals after Review:
  - 1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's stamp to: Project Engineer's File, MDOT Architect's File, Architect's File (as required), Electrical / Mechanical Engineer's File (as required), Materials' File, Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.
  - 2. Distribute samples as directed. The MDOT Architect shall retain one of each.
- J. Architect / Engineer's Duties:
  - 1. Review submittals with reasonable promptness.
  - 2. Review for design concept of Project and information given in Contract Documents.
  - 3. Review of separate item does not constitute review of an assembly in which item functions.
  - 4. Affix stamp and initial, or signature, certifying the review of submittal.
  - 5. Return submittals to the MDOT Architect, who will forward to the Project Engineer and the Contractor for distribution to subcontractors and suppliers.
  - 6. Retain one copy of accepted submittals.
- K. Delays attributable to untimely submittals, submittals not approved, or time taken to resubmit will not serve as a basis for a Contract Time extension.
- L. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.
- M. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:
  - 1. Satisfactory written evidence is presented to and approved by the MDOT Architect, that manufacturer cannot make scheduled delivery of accepted item, or;
  - 2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
  - 3. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01425

REFERENCE DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification and purpose of Reference Documents.
- B. Administrative procedures and responsibility for the use of Reference Documents.

1.02 IDENTIFICATION AND PURPOSE

- A. Identification: Throughout the Contract Documents are references to nationally known and recognized Codes, Reference Standards, Reference Specifications, and similar documents that are published by Regulatory Agencies, Trade and Manufacturing Associations and Societies, Testing Agencies and others. References also include certain Project Documents or designated portions.
- B. Purpose: All named and otherwise identified "Reference Documents" are "by reference" hereby incorporated into these Specifications as though fully written and hereby serve to establish specific requirements and pertinent characteristics for materials and workmanship as well as methods for testing / reporting on compliance thereto.

1.03 PROCEDURES AND RESPONSIBILITIES

- A. Compliance with Laws and Codes of governmental agencies having jurisdiction shall be mandatory and take precedence over the requirements of all other Reference Documents. For products or workmanship specified by Associations, Trade, or Federal Standards, comply with the requirements of the standard, except when supplemented instructions indicate a more rigid standard and / or define more precise requirements. Should specified reference standards conflict with regulatory requirements or the Contract Documents, request MDOT Architect's clarification before proceeding.
- B. The Contractor (including any and all Parties furnishing and / or installing any portion of The Work) shall be familiar with the indicated codes and standards. It shall be the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify (and provide written certification, when required) that the items procured for use in this Work (and their installation, as applicable) meet or exceed the specified requirements.
- C. When date of Reference Document is not specified, conform to latest edition of said Document except when earlier editions are specifically required by Codes.
- D. The contractual relationship of the Parties to the Contract shall not be altered from the requirements of the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01455

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Scope: The Contractor shall use testing laboratory services of the Mississippi Department of Transportation for all testing required in this Section. These services will be provided to the Contractor by the MDOT at no charge. Use of said services shall in no way relieve the Contractor of his obligation to perform Work in accordance with the Contract.
- B. Inspection, Sampling and Testing are required for:
  - 1. Section 02315, Excavation, Filling, and Grading.
  - 2. Section 03200, Concrete Reinforcement.
  - 3. Section 03300, Cast-In-Place Concrete.

1.02 LABORATORY'S DUTIES

- A. Materials will be inspected and sampled in accordance with current Mississippi Department of Transportation SOP pertaining to inspecting and sampling.
- B. Prepare reports of inspections and tests including:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory, name and address.
  - 4. Name and signature of inspector.
  - 5. Date of inspection or sampling.
  - 6. Record of temperature and weather.
  - 7. Date of test.
  - 8. Identification of product and Specification Section.
  - 9. Location of Project.
  - 10. Type of inspection or test.
  - 11. Observations regarding compliance with Contract Documents requirements.
- C. Distribute copies of reports of inspections and tests to Project Engineer and one copy of each to the MDOT Architect.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel to provide to laboratory in required quantities preliminary representative samples of materials to be tested.
- B. When required, furnish copies of mill test reports. Furnish to laboratory, casual labor to obtain and handle samples at the site and to facilitate inspections and tests.
- C. Provide facilities for laboratory's exclusive use for storage and curing of test samples.
- D. Notify laboratory in advance of operations to allow for assignment of personnel and scheduling of tests.

1.04 MATERIAL CERTIFICATIONS AND CERTIFIED TEST REPORTS

- A. All certifications shall meet the following requirements:
  - 1. Have letterhead of the manufacturer, producer, supplier, or fabricator.
  - 2. Include the project number.
  - 3. Itemized list of materials covered by the certification.
  - 4. Contain a material conformance statement, which certifies that the materials conform to the specific specification requirements.
  - 5. Certification for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
  - 6. Signature of a responsible company official.
  
- B. All certified test reports shall meet the following requirements:
  - 1. Have letterhead of the manufacturer, producer, supplier, fabricator, or laboratory.
  - 2. Include name and description of material, lot, batch, or heat number, etc., as applicable.
  - 3. Show results of each required test, and state that the test was run according to the test method specified.
  - 4. Test reports for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
  - 5. Signature of a responsible laboratory official.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01500

## TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

- 1.01 GENERAL: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- 1.02 FIELD OFFICE AND STORAGE FACILITIES: The Contractor shall be responsible for construction of the field office. The Contractor shall provide, maintain, and remove when directed, suitable substantial and watertight temporary field office and storage shed(s), in locations on the site as directed by the Project Engineer, or his authorized representative and best suited for their respective uses, as follows:
- A. Field Office (One Required): For the use of the Contractor, Project Engineer and his representative(s), the MDOT Architect and his representative(s), and Consultants. Provide in office suitable furniture for plan layout, progress meetings and storage. Storage files and racks will maintain duplicates of all correspondence, shop drawings, plans, specifications, samples, etc. required to administer the project. These duplicates will be permanently kept as reference and shall not be used in the field. Also, provide lights, heat, air-conditioning, fax machine and telephone. Maintain each office in a sanitary and usable condition. Contractor shall provide the Project Engineer and the MDOT Architect with job site and emergency telephone numbers.
- B. Storage Facilities: It shall be the Contractor's option to provide watertight storage facilities for storage of cement, lime, and / or other materials subject to water damage. If storage facilities are used, it shall be of sufficient size to hold all materials required for logically grouped activities on the site at one time, and shall have floors raised at least 6 inches above the ground on heavy joists or sleepers. Fully enclosed trailer is allowed, but location must be coordinated with Project Engineer.
- 1.03 FURNISHING AND MAINTENANCE OF EQUIPMENT: Furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc. as required for proper execution of the Work of all trades. All such apparatus, equipment and construction shall meet all the requirements of the Labor Law and other applicable State or local laws
- 1.04 ELECTRIC LIGHTS AND POWER: Supply lights and power when necessary for the progress of the Work. The operating costs shall be borne by the Owner. Temporary wiring, where required, shall be run in conduits.
- 1.05 WATER: Supply water service. The operating costs shall be borne by the Owner.
- 1.06 ROADS AND ACCESS: The drive is to remain open at all times. A flagman will be required to control traffic when construction vehicles are present.
- 1.07 TOILETS FOR WORKMEN: Provide and maintain all necessary toilets for workmen. Toilets are to be maintained in strict accordance with the regulations of the State Board of Health. The toilets are to be located on the site as directed by the Project Engineer or his authorized representative.

1.08 SECURITY / PROTECTION PROVISIONS

- A. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs / lights, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Project Site.
- B. Barricades and Construction Fence: Provide and erect all necessary barricades and any other protection required. Provide all necessary warning and danger lights from twilight to sunrise.
- C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease/oil flammable liquid fires: provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at Project Site, at time of their first arrival, on proper use of extinguishers and other available facilities at Project Site. Post local fire department call number on each telephone instrument at Project Site.
- D. Environmental Protection Procedures: Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project Site.
- E. Water Control: Provide pumps as required to keep the excavation free from standing water and shall slope the excavation to prevent water from running toward existing buildings at all times.

1.09 BURNING OF TRASH: No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

1.10 POWDER ACTUATED TOOLS: The use of powder actuated tools shall be prohibited from use during all phases of the construction, unless explicitly approved in writing, prior to construction, by the Project Engineer.

1.11 FIRE HAZARDS: Special precautions shall be taken to reduce fire hazards where electrical or gas welding or cutting Work is done and suitable fire extinguishing equipment shall be maintained near such operations.

1.12 CONDUCT OF WORKERS: Workmen who, because of improper conduct or persistent violation of Owner's requirements, become objectionable, shall be removed at the Owner's request. Inform all workmen of Owner's requirements.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01610

## BASIC PRODUCT REQUIREMENT

## PART 1 GENERAL

1.01 SECTION INCLUDES: The products of The Work and the requirements for their quality, delivery, handling, storage, protection and installation.

## 1.02 DEFINITIONS

- A. "Products". Defined as: The materials, machinery, equipment, components, and systems, in whole or in part, incorporated into The Work. "Products" does not include materials, tools, devices, machinery, equipment and systems used for the preparation, manufacture, fabrication, conveying and installation of The Work.
- B. "Level of Excellence". Defined as: The degree of quality for the Products and Workmanship of this Project. The required "degree of quality" shall be established on the basis of one or more of the following criteria which shall become the minimum acceptable "level of excellence" for the work of this Project:
1. Products selected by Architect.
  2. Architect's Specifications.
  3. Reference Standards.
  4. Manufacturer's Instructions.
  5. Industry Standards.

In the absence of all the criteria from the Specifications Section, the normal local Industry Standard shall prevail. The Party or Parties responsible for the required work shall be experienced in the work to be provided; shall have knowledge as to what, in the local area, constitutes "good and acceptable practice" in producing the completed work of this Section, and will be expected to provide nothing less.

Example: Masonry and Drywall Contractors are expected to know that Industry Standards, "good practice", and "common sense" dictate, to prevent cracks in the completed work, control joints must be installed at minimum distances or should be placed in certain locations where movement or other stress conditions are likely to occur. When such items are not specified or shown on the Drawings, the Contractor will be expected to request the MDOT Architect's clarification for location (primarily for esthetic considerations) and then provide not less than the minimum Industry Standard, at no additional cost to the Owner.

- C. "Standard of Quality". Defined as: A specific and particular manufacturer whose product(s) has / have been selected by the Architect as amply suitable to meet the Project requirements in one or more of the following criterions: appearance, physical attributes, performance characteristics, appropriateness for intended use, and cost.

The work of the individual Specification Section will be based on product(s) of the "Standard of Quality Manufacturer" and the product(s) of that manufacturer, designated within the Specifications Section by catalog number(s) (or other identification), shall become "Standard of Quality Product(s) and the basis by which the product(s) of "Other Acceptable Manufacturers", and any substitutions, are judged.

In the absence of the designation "Standard of Quality", such as for generic product, material or system, then the specified item (product, material or system) shall be the reference standard and shall become the "Standard of Quality".

- D. "Equivalent Products". Defined as: Products having a level of excellence which, in the Project Architect's judgment, is equal to the level of excellence established by the product(s) selected as Architect's "Standard of Quality".

- E. "Manufacturer". Defined as: An entity whose principal business is the manufacturing, fabricating, assembling, and / or supplying of products / systems from off site for incorporation (in whole, or in part, such as components of a system) into the construction at the Project Site.
1. The Architect's selection of a particular manufacturer usually is on the basis of the manufacturer's reputation within the Construction Industry, and / or "track record" with the Architect, for producing quality products on time, and providing responsive follow-up and reliable warranties.
  2. The terms "Fabricator" and "Supplier" used in these Specifications shall be synonymous with "manufacturer".
- F. "Other Acceptable Manufacturers". Defined as: Manufacturers who have qualifications and products similar to those of the "Standard of Quality" Manufacturer (see above) selected by Architect and are therefore "acceptable" to offer any of their products considered to be "equivalent" to the specified product(s).
1. To the best of the Architect's knowledge, information and belief, the manufacturers, listed as "Other Acceptable Manufacturers", now have products available that are considered to be "equivalent" to the specified product (or selection) of the "Standard of Quality" Manufacturer. Where no "Standard of Quality" is indicated then any of the "Acceptable Manufacturers" listed may offer products complying with the specified requirements.
  2. The inclusion of particular manufacturers as "Other Acceptable Manufacturers" does not signify that other (that is, unlisted) manufacturers are not acceptable or that they do not have equivalent products nor does the omission of any manufacturer's name indicate unacceptability for any reason.
  3. Manufacturers, who are not listed in the Contract Documents, and who desire consideration, must submit their product under provisions of Section 01630-Product Options and Substitutions Procedures.

### 1.03 QUALITY ASSURANCE – GENERAL

- A. The quality of all products and workmanship shall be in accordance with the provisions of this Section and the requirements of the individual Specifications Section.
- B. Whenever a "level of excellence" higher than the minimum industry standard is expected for products and workmanship, the more rigid standards and precise requirements will be indicated within individual Specifications Sections.

Example: For whatever reason, the Architect may specify a "dry film thickness (DFT)" for a coating that is more than the manufacturer's recommendation or than normally available in a three coat system. It shall be the Contractor's responsibility to achieve the required DFT with one or more additional coats, none of which shall be more than the manufacturer's recommendation for wet film thickness, for a single coat, when applied.

- C. Establishing and maintaining Project Quality Control shall be the responsibility of the Contractor.

### 1.04 QUALITY ASSURANCE – PRODUCTS

- A. All products incorporated into The Work shall be new except where otherwise provided by the Contract Documents and shall comply with the requirements of the individual Specifications Sections and as supplemented herein. All products incorporated into the Work shall be asbestos free. Products containing asbestos are not acceptable and will be considered as defective material. Whenever these products containing asbestos are discovered, they shall be removed from the Work at no cost to the Owner. Contractor shall certify that all materials incorporated into the Work are asbestos free, refer to Section 01770 - Closeout Procedures.

- B. Matching / Mating of Products:
  - 1. Products required in quantity within a Specifications Section shall be the same, and shall be interchangeable.
  - 2. All manufactured products exposed to view, especially those considered as "Finishes" (including, but not limited to, items as floor material, wall coverings, glass, paint ceiling tile, that are installed or applied directly from manufacturer's containers), shall be of the same factory "run".
  - 3. The Contractor is expected to secure a sufficient quantity with initial purchase to avoid running short. Materials within an area that do not match, as a result of such failure, will be cause to reject all materials and will not be grounds for additional compensation.
- C. Extra Materials: When required by individual Specifications Sections, provide products, spare parts and maintenance material in condition and quantities required. All "extra materials" shall be of the same factory "run" as installed materials. Deliver to Project Site, properly store in appropriate locations, and obtain receipt from authorized person prior to Final Payment.

1.05 QUALITY ASSURANCE – WORKMANSHIP

- A. Comply with the "level of excellence" required by individual Specifications Sections. In the absence of specific requirements, comply with product(s) manufacturer's instructions and Industry Standards.
- B. Use only suitably qualified craftsmen to produce work of the specified quality.
  - 1. Craftsmen shall be of excellent ability, thoroughly trained and experienced in types of work required, completely familiar with the quality standards, procedures and materials required.
  - 2. In the acceptance or rejection of manufactured and / or installed work, the Architect will make no allowance for the lack of skill on the part of workmen.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. Provide finishes to match approved samples.
- E. Adjusting of Operating Products: As follows:
  - 1. Adjust moving parts of product / equipment (including, but not limited to, doors, drawers, hardware, appliances, mechanical and electrical equipment) to ensure smooth and unhindered operation and movement at time when Owner assumes control of item's use.
  - 2. All items shall be properly set, calibrated, balanced, lubricated, charged, and otherwise prepared and ready for intended use.
  - 3. Starting of Systems: When specified in individual Sections, require manufacturer's representative to be present at the Site to inspect, check, and approve equipment installation prior to start-up; to supervise placing equipment in operation; and to certify by written report that equipment has been properly installed, adjusted, lubricated, and satisfactorily operated under full load conditions.
  - 4. Equipment/systems Demonstrations and Personnel Instruction: When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems and to instruct Owner's personnel on proper operation and maintenance manuals as basis of instruction and demonstration. Include start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at schedule times, at equipment location.

1.06 TRANSPORTATION AND HANDLING

- A. Transport products by means and methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, keep dry.
- B. Provide equipment and personnel to handle products by means to prevent soiling or damage.
- C. Promptly inspect shipments for compliance with requirements, quantities, and damage.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Protect prefinished surfaces from damage or deterioration by acceptable means; do not use adhesive papers, sprayed or strippable coatings that bond when exposed to sunlight or weather.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering (do not use "Visqueen" or other polyethylene sheeting when subject to direct sunlight); provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surface in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under specified conditions and are fit for use.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01630

## PRODUCT OPTIONS AND SUBSTITUTION PROCEDURES

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Scope: To give the product options available to the Contractor and to set forth the procedure and conditions for substitutions.

## 1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards by any manufacturer.
- B. For products specified by naming several (minimum of three) products or manufacturers, select any product and manufacturer named. Contractor must submit request, as required for substitution, for any product not specifically named and give reasons for not using product specified. Substitution will not be granted unless reasons are considered justified.
- C. For product specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
- D. For products specified by naming only one product and manufacturer, an equivalent product will always be accepted if it is equal in all respects (size, shape, texture, color, etc.). The Contractor must submit a request for substitution as set forth in this section
- E. For products specified by naming only one product and manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.

## 1.03 PRODUCT SUBSTITUTION LIST

- A. **Within 45 days** after Notice to Proceed, submit to the MDOT Architect 4 copies of **complete** list of all proposed product substitutions.
- B. Tabulate list by each Specification Section.
- C. For named products specified with reference standards, include with listing of each product:
  1. Name and address of manufacturer.
  2. Trade name.
  3. Model or catalog designation.
  4. Manufacturer's data.
  5. Performance and test data.
  6. Reference standards.
- D. Proposed product will be reviewed for incorporation into the Project. Contractor will be notified for substitution rejection if not allowed, or will be instructed to submit in standard substitution submittal process for approval.

1.04 SUBSTITUTIONS

- A. MDOT Architect will consider formal written requests from Contractor for substitution of products in place of those specified. Only **one** request per product will be allowed. Refer to Section 01330 - Submittal Procedures. **Include in request:**
1. **Complete** data substantiating compliance of proposed substitutions with Contract Documents.
  2. For products:
    - a. Product identification including manufacturer's name and address.
    - b. Manufacturer's literature: Submit literature of actual product specified and literature of proposed substitution with all comparable features or **components highlighted**. Highlighted information is to include, but shall not be limited to, product description, performance, test data and reference standards.
    - c. **Samples** of the proposed substitution.
    - d. Name and address of 5 similar projects on which product was used and date of installation.
  3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. **Itemized comparison** of proposed substitution with product or method specified.
  5. Data relating to changes in construction schedule.
  6. Accurate cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, Contractor represents:
1. He has personally investigated proposed product or method, compared the product specified with the proposed substitution, and determined that it is equal or superior in **all respects** to that specified.
  2. He will provide the same guarantee for substitution as for product or method specified.
  3. He will coordinate installation of accepted substitution into Work, making such changes required of Work to be complete in all respects.
  4. He waives all claims for additional costs related to substitution that consequently becomes apparent.
  5. Cost data is complete and includes all related costs under his Contract.
- C. Substitutions **will not** be considered if:
1. They are indicated or implied on Shop Drawings or product data submittals without formal request submitted in accordance with this Section.
  2. Acceptance will require substantial revision of Contract Documents.
  3. In the MDOT Architect's judgment, the product or material is not equal.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

SECTION 01735 CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Scope: To set forth broad general conditions covering cutting and patching that applies to everyone and everything on the job.
- B. Execute cutting including excavating, fitting or patching or work required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to Contract requirements.
- C. In addition to Contract requirements, upon MDOT Architect's written instructions:
  - 1. Uncover work for observation of covered work.
  - 2. Remove samples of installed materials for testing.
- D. Do not cut or modify work of another Contractor without his consent.
- E. Payment for Costs: Costs caused by ill-timed, defective or work not conforming to the Contract will be borne by party responsible for ill-timed, defective or non-conforming work.

PART 2 PRODUCTS

- 2.01 GENERAL: Materials for replacement of work removed shall comply with individual Specifications Sections for type of work to be done.

PART 3 EXECUTION

3.01 GENERAL

- A. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.
- B. Preparation prior to cutting: Provide shoring, bracing and supports required to maintain structural integrity. Provide protection for other portions of project and protection from the elements.
- C. Performance:
  - 1. Execute cutting and demolition of methods that prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
  - 2. Execute excavating and backfilling by methods that prevent damage to other work and prevent settlement.
  - 3. Restore work that has been cut or removed install new products to provide completed work in accordance with requirements of the Contract Documents.
  - 4. Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies.

\*\*\*END OF SECTION\*\*\*

SECTION 01740 CLEANING

PART 1 GENERAL

1.01 SUMMARY

- A. Scope: Maintain premises and public properties from accumulations of waste, debris, and rubbish, caused by operations. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- B. Dispose of all waste, debris and rubbish in accordance with the Owner's requirements.

PART 2 PRODUCTS

- 2.01 MATERIALS: Use only cleaning materials recommended by the manufacturer of surface to be cleaned, but cross reference cleaning materials used on surfaces to insure they are recommended by the cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to insure that structure, grounds, and surrounding properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Clean site and surrounding properties at reasonable intervals during progress of Work, and remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off MDOT owned property. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.
- B. No materials may be disposed of by dumping them in the sanitary or storm sewer systems without specific approval by the Owner.
- C. Washdown of cement trucks will be done at locations determined by the Project Engineer.

3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for Inspection of structure, conduct final inspection of sight-exposed surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
- B. Broom clean paved surfaces; rake clean other surfaces of grounds.
- C. Remove temporary fencing and leave in same condition as surrounding landscaped areas.
- D. Keep Project clean until occupied by Owner.

\*\*\*END OF SECTION\*\*\*

## SECTION 01770

## CLOSEOUT PROCEDURES

## PART 1 GENERAL

- 1.01 DESCRIPTION: The Scope of Work required under this Section consists of the Final Inspections, submitting of all closeout Documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.
- 1.02 FINAL INSPECTIONS
- A. Engineer and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 6 copies of the HVAC Test and Balance Report (Reference Specification Section 15080) and 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer, MDOT Architect and Consultants. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the MDOT Architect's judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.
  - B. Owner's Inspection: After the MDOT Architect has determined the Project to be Substantially Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items, if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.
  - C. Correction of Work before Final Payment: Contractor shall promptly remove from the Owner's premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.
  - D. Should additional inspections by the MDOT Architect's Consultants of the Work be required due to failure of the Contractor to remedy defects listed, the Project Engineer may deduct the expense of additional Consultants inspections from the Contract Sum in the Owner / Contractor Agreement. The additional expense will be based on the rate shown for services in the Consultants' Architect or Engineering Services Contract.
- 1.03 FINAL ACCEPTANCE: The Mississippi Department of Transportation presently does not recognize the term "Substantial Completion". Therefore, the Project is not complete and time does not end until all defects are remedied and Final Acceptance is given.
- 1.04 CLOSEOUT DOCUMENTS: Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer 2 copies the following before final payment is made:
- A. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.
  - B. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.

- C. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.
- D. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.
- E. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.
- F. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Final Acceptance, except where specified for longer periods.
  - 1. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be **free from asbestos** and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".
  - 2. All guarantees and warranties shall be obtained in the Owner's name.
  - 3. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.
  - 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.
  - 5. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- G. Project Record Documents: Furnish all other record documents as set forth in Section 01785 - Project Record Documents.
- H. Additional Documents Specified Within the Project Manual:
  - 1. General: Provide all additional certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
  - 2. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 PRODUCTS & PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 01785

## PROJECT RECORD DOCUMENTS

## PART 1 GENERAL

## 1.01 DESCRIPTION

- A. Scope: To set forth the minimum procedure and requirements for keeping the Project Record Documents. One of these Documents is to be kept on site throughout the Project.
- B. Maintenance of Documents:
1. Maintain 2 copies of all: Full-size Contract Drawings, Project Manual (Proposal), Addenda, Change Orders, Warranties, Certificates, Guarantees, Bonds, reviewed Shop Drawings, reviewed submittals (materials, fixtures, appliances, etc.), hardware schedules, field and laboratory test records, equipment brochures, spare parts lists, maintenance and operation manuals and other modifications to the Contract.
  2. Store Record Documents apart from Documents used for construction.
  3. Maintain Record Documents in clean, dry legible condition. Do not use Record Documents for construction purposes.
  4. Make Record Documents available at all times for inspection by the Project Engineer, MDOT Architect and Owner.
- C. Recording:
1. General: Mark all modifications in red pencils. Keep Record Documents current. Review log at Progress Meetings. Do not permanently conceal any Work until required information has been accurately recorded.
  2. Contract Drawings: Legibly mark to record actual construction:
    - a. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
    - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - c. Field changes that involve dimension and detail.
    - d. Changes made by Supplemental Agreement (Change Order) or Field Order.
  3. Project Manual (Proposal) and Addenda: Legibly mark up each Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  4. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

D. Submittals:

1. Furnish two (2) copies of all Record Documents.
2. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all drawings readable without being removed or unstapled.
3. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).
4. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

\*\*\*END OF SECTION\*\*\*

## SECTION 06100 ROUGH CARPENTRY

## PART 1 GENERAL

- 1.01 SECTION INCLUDES: Replace existing wood members at pavilions where deterioration is beyond repair and plywood roof decking at existing Pavilions.
- 1.02 RELATED SECTIONS
- A. Section 09050 – Color Design
  - B. Section 09900 – Paints and Coatings
- 1.03 COORDINATION: Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of nailers, blocking, and similar supports to allow proper attachment of other Work.
- 1.04 QUALITY CONTROL: Factory mark each piece of lumber and plywood to identify the type, grade, agency providing the inspection service, the producing mill and other qualities as specified.
- 1.05 DELIVERY, STORAGE AND PROTECTION: Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer's required protection procedures.
- 1.06 PROJECT CONDITIONS: Installer must examine all parts of the existing structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

## PART 2 PRODUCTS

- 2.01 LUMBER: For each use, comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce. Nominal sizes are shown or specified; provide actual sizes complying with the minimum size requirements of PS20 for the moisture content specified for each use. Provide dressed lumber, S4S, unless otherwise shown or specified. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and complying with dry size requirements of PS 20, unless otherwise specified.
- 2.02 FRAMING LUMBER
- A. Where wood framing is required, provide lumber complying with grading rules which conform to the requirements of the "National Grading Rule for Dimension Lumber" of the American Lumber Standards Committee established under PS 20.
  - B. For Light Framing: Standard Grade.
  - C. For Structural Framing: (6 inches and wider and from 2 inches to 4 inches thick), provide the following: No. 1 Grade; Douglas Fir (WCLB or WWPA), Southern Pine (SPIB). Fb (minimum extreme fiber stress in bending); 500 psi. E (minimum modulus of elasticity); 1,500,000 psi.

- 2.03 **BOARDS:** Where lumber less than 2 inches in nominal thickness and 2 inches or more in nominal width is shown or specified, provide boards complying with dry size requirements of PS 20.
- 2.04 **PLYWOOD**
- A. Comply with the requirements for "Softwood Plywood/Construction and Industrial" PS 1 by the U.S. Department of Commerce.
  - B. Exterior Plywood: Exterior type, medium density, C Grade for concealed faces.
    - 1. Roof sheathing: 3/4 - inch thick.
- 2.05 **ANCHORAGE AND FASTENING MATERIALS:** For each use, select proper type, size, material and finish complying with the applicable Federal Specifications. Zinc electroplated steel fasteners for high humidity and treated wood locations. All nails shall be coated.
- 2.06 **TREATED WOOD:** Complete fabrication of treated items prior to treatment, wherever possible. If cut after treatment, coat cut surfaces with heavy brush coat of same fire-retardant chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.
- A. Preservative Treatment: Where lumber or plywood is indicated as "Treated", or is specified herein to be treated, comply with the applicable requirements of the American Wood Preservers Institute (AWPI). Mark each treated item to comply with the AWP Quality Mark requirements for the specified requirements.
    - 1. Pressure-treat aboveground items with water-borne preservatives complying with AWPI P-2. After treatment, kiln-dry to maximum moisture content of 15 percent. Treat indicated items and the following:

Wood cants, nailers, blocking, stripping, and similar members in connection with roofing and flashing.

### PART 3 EXECUTION

- 3.01 **INSTALLATION:** Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp that cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects that would impair the quality of the Work.
- A. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
  - B. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

3.02 ATTACHMENT AND ANCHORAGE

- A. Use common wire nails, except as otherwise shown or specified. Use finishing nails for finish Work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.
- B. Plywood Sheathing: Panel ends and edges shall have spacing of 1/8 inch, unless otherwise indicated by the panel manufacturer. Nail 6 inches on center along supported panel edges and 12 inches on center at intermediate supports with 6d common nails for panels 1/2 -inch thick and 8d nails for panels 3/4 -inch thick.

3.03 WOOD FRAMING

- A. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown, and frame openings as shown, or if not shown, comply with the recommendation of the "Manual for Housing Framing" of the National Forest Products Association. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise detailed.
- B. Anchor and nail as shown, or if not shown, to comply with the "Recommended Nailing Schedule - Table 1 of the "Manual of House Framing" and other recommendations of the N.F.P.A.

\*\*\*END OF SECTION\*\*\*

## SECTION 07610

## SHEET METAL ROOFING

## PART 1 GENERAL

- 1.01 SECTION INCLUDES: Factory formed, prefinished standing seam metal roof panels with concealed fasteners and related accessories, ridges, eaves, rakes, miscellaneous flashing and attaching devices as required for a complete metal roofing system for existing Pavilions.
- 1.02 RELATED SECTIONS: Section 09050 – Color Design.
- 1.03 REFERENCES
- A. ASTM A-525 General Requirements for Steel Sheet, Zinc-Coated (Galvanized)
  - B. ASTM A-653 Steel Sheet, Zinc-Coated (Galvanized) by Hot Dip Process, Structural Physical Quality.
  - C. ASTM E-1646: Static Water Infiltration
  - D. ASTM E-1680: Static Air Infiltration
  - E. Spec Data Sheet - Galvalume Sheet Metal by Bethlehem Corp.
  - F. SMACNA - Architectural Sheet Metal Manual
  - G. UL 90 Rating: Wind Uplift Approval Conforming to Underwriters Lab. (UL) Section 580 Specifications.
- 1.04 SUBMITTALS
- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing terminations, and penetrations of metal work. Indicate material type, profile, thickness, finish and color. Include copies of sample warranties.
  - B. Submit a two-foot by two-foot representative sample of each type of panel and accessory indicating panels, standing seams, closure, edge trim and flashing complete with factory finish and color if product is not one of those specified.
  - C. Submit results indicating compliance with minimum requirements of the Water Infiltration - ASTM E-1646 performance tests.
  - D. Submit 3 sample copies of the Paint Finish Guarantee and Weather Tightness Warranty prior to installation for Project Architect's approval.
- 1.05 QUALITY ASSURANCE
- A. Manufacturer: Company specializing in Architectural Sheet Metal Products with 10 years minimum experience.
  - B. Installer: Company specializing in Architectural Sheet Metal Products, with 5 years minimum experience, who has completed work similar to that indicated for this project and with a record of successful in-service performance. Submit identification of at least 3 projects of similar scope and complexity along with name, address, and telephone number of the Architect, Owner and General Contractor.

- 1.06 DELIVERY, STORAGE AND HANDLING: Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness. Panels should be stored on edge in a clean, dry place. One end shall be elevated to allow moisture to run off. Panels with strippable film must not be stored in the open exposed to the sun. Stack all materials to prevent damage and to allow for adequate ventilation.
- 1.07 WARRANTY
- A. Paint Finish: Paint finish shall have a 20-year guarantee against cracking, peeling and fade (Not to exceed 5 N.B.S. units).
- B. Weather Tightness: The entire installation (clips, panels, fasteners, rakes, eaves, ridge/valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by the manufacturer) shall be guaranteed weather tight for a minimum of 20 years. This warranty shall be identified as neither Non-Depreciating, Non-prorated nor have exclusions that identify valleys, curbs, and flashings. Provide written warranty, signed by metal roofing manufacturer and his authorized installer, agreeing to replace / repair defective materials and workmanship during the warranty period.

## PART 2 PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Petersen Aluminum Corp., 1005 Tonne Road, Elk Grove Village, IL 60007. Tel: (800) 323-1960.
- B. Equivalent products by the following manufacturers are acceptable:
1. Architectural Building Components, P.O. Box 52488, Houston, TX 77086. Tel: (800) 423-1105.
  2. CENTRIA Roof Systems, 1005 Beaver Grade Road, Moon Township, PA 15108. Tel: (800) 759-7474.
  3. Copper Sales, Inc., 1001 Lund Blvd., Anoka, MN 55303, Tel: (800) 426-7737.
- C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

### 2.02 SHEET MATERIALS

- A. Materials: Sheet Steel shall be PAC-CLAD 24 gage G-90 Galvanized ASTM A 653, or (24 gage prefinished Galvalume ASTM 792 Grade 50B with an AZ-50 coating).
- B. Finish: Finish shall be full strength (70% PVDF) Kynar 500 Fluorocarbon coating applied by the manufacturer on a continuous coil coating line. Top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the finish supplier.
- C. Color: Shall be selected by the Project Architect from manufacturer's **full** line of standard colors. Refer to Specification Section 09050 – Color Design.
- D. Film: Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film shall be removed before installation.

### 2.03 ACCESSORY MATERIALS

- A. Concealed fastening clips: G-90 Galvanized steel, spaced 18-inches on center.
- B. Fasteners: 1-inch # 10 pancake head wood screw with a # 2 Phillips head size. Minimum 2 fasteners per clip.

- C. Sealant: Extruded vinyl weatherseal
  - D. Roofing Felt: 30-pound asphalt saturated un-perforated organic felt, complying with ASTM D226, Type 1.
  - E. Leak Barriers: Peel and Stick Membrane shall be installed at valley, ridge, hip and eave areas. Membrane shall be equal to Certainteed Wintergard, Grace Ice and Watershield, Henry Perma-Seal PE, Owen-Corning Deck-Dri, or Tamko Moisture Guard.
- 2.04 FABRICATION
- A. Panels, 40 feet and less, shall be in one continuous length.
  - B. Panels fabricated by a portable roll former will not be approved.
  - C. All exposed adjacent flashing and accessories shall be of the same material and finish as the roof panels. All flashing, hem exposed edges on underside 1/2 inch. Fabricate in accordance with standard SMACNA procedures and details.
- 2.05 PREFORMED METAL ROOFING SYSTEM: Equal to Petersen Aluminum Corp. SNAP-CLAD panel system .
- A. System shall include, but is not limited to the following components:
    1. Standing Seam Metal Roof Panels with Striations.
    2. Preformed Metal Hip Flashing.
    3. Preformed Metal Ridge Cap.
    4. Concealed fastening clips and fasteners.
    5. Metal Fascia and Cladding.
    6. Miscellaneous Metal Trim Necessary for a Complete System Installation.
  - B. SNAP-CLAD roof panels with striations shall have 16 inches on center seam spacing, roll-formed in continuous lengths from eave to ridge, with a minimum standing seam height of 1-3/4 inches.
  - C. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1646 and ASTM E-1680.

### PART 3 EXECUTION

- 3.01 EXAMINATION
- A. Examine wood trusses to ensure proper attachment to framing.
  - B. Inspect roof structure to verify deck is clean and smooth, free of depressions, waves or projections, properly sloped to valleys or eaves.
  - C. Installer shall examine substrate and conditions under which Work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with installation until unsatisfactory conditions have been corrected in manner acceptable to Installer.
- 3.02 INSTALLATION OF UNDERLAYMENTS: Install using methods recommended by manufacturer in accordance with local building code.
- A. Eaves: Install Peel and Stick Membrane up the slope from eave edge a full 36 inches; lap ends 6 inches and bond.
  - B. Ridge: Install Peel and Stick Membrane a minimum of 36 inches wide centered on ridge; lap ends 6 inches minimum and seal.

- C. Roofing Felt: Install one layer of 30-lb. roofing felt lapped, staggered, and applied horizontally from eave to ridge over 3/4-inch thick plywood sheathing. Run sheets horizontally lapped so water sheds; nail in place. Lap horizontal edges 2 inches minimum and 2 inches minimum over Peel and Stick Membrane. Lap ends 4 inches minimum; stagger end laps of each layer 36 inches minimum. Lap underlayment over valley protection 6 inches minimum. Repair or replace any torn felt to maintain a continuous membrane ahead of installation of metal roofing.
- D. Metal Drip Edge: At rake edges, install metal drip edge flashing over Peel and Stick Membrane and roof deck underlayment; set tight to rake boards; lap joints 2 inches minimum and seal with plastic cement; secure with nails.

### 3.03 INSTALLATION OF PANELS

- A. Comply with Drawings, manufacturer's instructions, and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install starter and edge trim before installing roof panels.
- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.
- F. Install sealants for preformed roofing panels as specified on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Thoroughly clean and touch-up any areas scarred during installation with a touch-up paint approved by panel manufacturer. Only minor scratches and fastener heads shall be touched-up; any other damaged material shall be replaced.

### 3.04 CLEANING

- A. Clean any grease, finger marks, or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

\*\*\*END OF SECTION\*\*\*

## SECTION 07920 JOINT SEALANTS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Preparation of substrate surfaces to receive materials.
- B. Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on the Drawings):
  - 1. Exterior joints, including control / expansion joints and abutting like or similar materials (in roof construction) that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).
  - 2. Abutting dissimilar materials.
  - 3. Other locations, not included above but, specifically required by manufacturers of installed materials / products.
- C. Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

1.02 RELATED SECTIONS: Section 01330 – Submittal Procedures and Section 09050 – Color Design.

1.03 DEFINITIONS: Wherever the words "caulk" or "seal" occur, they shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight." "Caulk" shall indicate the use of the interior materials specified hereinafter and "Seal" shall indicate the use of the exterior materials.

1.04 WORK OF OTHER SECTIONS: Caulking and sealing may be performed as Work of other Sections when specified. However, all Work shall conform to the requirements of this Section.

1.05 SUBMITTALS: Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.

## 1.06 QUALITY ASSURANCE

- A. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.
- B. Manufacturer's Certificate: Provide manufacturer's letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.
- C. Installation: Conform to Sealant and Waterproofers Institute requirements.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.

- B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Dow Corning Corporation, P.O. Box 994, Midland, MI 48686. Tel: (800) 322-8723
  - 2. GE Silicones, Hudson River Rd. Building 25-73, Waterford, NY 12188. Tel: (518) 233-2639.
  - 3. Sonneborn Building Products, 889 Valley Park Drive, Shakopee, MN 55379. Tel: (800) 433-9517.
  - 4. Tremco, Inc., 3735 Green Road, Beachwood, OH 44122. Tel: (800) 562-2728.
- C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures.

### 2.02 SEALANT TYPES AND USE SCHEDULE

- A. Type 3: Use for horizontal floor and pavement joints: Pecora Urexpan NR-200 (two-part, self-leveling, traffic-bearing, polyurethane sealant).
- B. Type 4: Use for exterior sealing. Pecora 864 (one-part Architectural Silicone Sealant). Color(s) to be selected by the MDOT Architect from manufacturer's full range of standard Architectural colors plus 32 special Color-Flex Designer colors.

### 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Backer Rod: Open cell polyurethane foam or closed cell polyethylene foam, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.
- D. Bond Breaker: Pressure sensitive adhesive polyethylene, TEFLON, or polyurethane foam tape.
- E. Masking Tape: Pressure sensitive adhesive paper tape.

## PART 3 EXECUTION

- 3.01 EXAMINATION: Installer must examine areas and conditions under which this Work is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION

- A. Cleaning: Clean joint surfaces, using joint cleaner as necessary, to remove dust, dirt, oil, grease, rust, lacquers, laitance, release agents, moisture, frost or other matter that might adversely affect adhesion of sealant. Rake joints out to a depth equal to one-half the width.
- B. Masking: Mask areas adjacent to joints.
- C. Priming: If required, prime substrate surfaces following manufacturer's instructions.
- D. Mixing: When required, mix components of sealant materials in accordance with manufacturer's instructions to achieve required characteristics of sealant.

3.03 APPLICATIONS

- A. Mixing, application, surface condition, weather condition shall be as recommended by the manufacturer. Do not use material that has exceeded the recommended pot life.
- B. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist the backing rod while installing. Install backing rod so that joint depth is 50 percent of joint width, but a minimum of 1/8-inch deep and a maximum of 3/8-inch deep.
- C. Apply sealant in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps or air pockets.
- D. Tool joints to the required configuration within 10 minutes of sealant application. Remove masking materials immediately after tooling.

3.04 CLEANING AND REPAIRING

- A. Do not allow sealant or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means necessary to eliminate evidence of spillage.
- B. When using flammable solvents, avoid heat, sparks and open flames. Provide necessary ventilation. Follow all precautions and safe handling recommendations from the solvent manufacturer and pertinent local, state and federal regulations.
- C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.
- D. Repair or replace defaced or disfigured finishes.

3.05 CURE AND PROTECTION: Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

\*\*\*END OF SECTION\*\*\*

SECTION 09050 COLOR DESIGN

PART 1 GENERAL

- 1.01 SECTION INCLUDES: A coordinated comprehensive Color System that applies to this Special Provision for the picnic pavilions in which requirements for materials specified in other Sections of this Specification and / or shown on the Drawings are identified for quality, color, finish, texture and pattern.
- 1.02 MANUFACTURER'S TRADE NAMES: Manufacture's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section. If no selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.
- 1.03 RELATED SECTIONS: Section 01330 – Submittal Procedures.
- 1.04 SAMPLES: Samples shall be submitted for approval prior to applying or installing any finishes or items that are not included in this Section. See appropriate technical Sections for submittal requirements. Upon receipt of samples, the Project Engineer / MDOT Architect may make revisions to the Color schedule.

PART 2 PRODUCTS

- 2.01 MATERIALS: Materials are specified in other Sections of the Specifications. Any reference by trade name or manufacturer shall be considered as establishing a standard of quality and shall in no way limit competition.
- 2.02 MANUFACTURERS: The following manufacturers were used in preparing the Color Schedule:

SECTION / MATERIAL	MANUFACTURER / NUMBER & COLOR NAME	COLOR DESCRIPTION
• 05500 – Miscellaneous Steel	SW #0041-Dark Hunter Green	(dark green)
• 06100 – Exposed wood	SW #6107-Nomatic Desert	(dark tan)
• 07610 – Metal Roofing & Trim	Petersen-Copper Penny	(bright copper)
• 07920 – Joint Sealants	Pecora (Match adjacent lighter color)	

PART 3 EXECUTION

- 3.01 EXECUTION: Refer to execution requirements specified in other Sections of this Specification for the specific products listed. Any remaining colors, finishes, textures or patterns not included in this Color Design will be selected by the Project Engineer / MDOT Architect upon written notification and subsequent submittals by the Contractor.

\*\*\*END OF SECTION\*\*\*

## SECTION 09900

## PAINTS AND COATINGS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Painting and finishing of exposed items and surfaces, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.
- B. The Work includes field painting of exposed bare and covered pipes (including color coding), and of exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.
- C. "Paint" means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the MDOT Architect will select these from standard colors available for the materials system specified.

## 1.02 PAINTING NOT INCLUDED: The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

- A. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.
- B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.
- C. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundations spaced, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- D. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
- E. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

## 1.03 RELATED SECTIONS: Section 09050 – Color Design.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
- B. Samples: Submit color samples for selection by MDOT Architect from full range of colors.

1.05 QUALITY ASSURANCE: On actual wall surfaces and other exterior and interior building components, duplicate painted finishes as specified. On at least 100 square feet of surface as directed, provide full-coat finish samples until required sheen, color and texture is obtained; simulate finished lighting conditions for review of in-place Work.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. Number, if applicable.
  - 3. Manufacturer's stock number and date of manufacturer.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

1.07 PROJECT CONDITIONS

- A. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by ICI Dulux Paints, 925 Euclid Ave., Cleveland, OH 44115. Tel. (800) 984-5444.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Devoe - 925 Euclid Ave., Cleveland, OH 44115.  
Tel. (888) 265-6753.

2. Benjamin Moore & Company, 51 Chestnut Ridge Road, Montvale, NJ 07645. Tel. (800) 344-0400.
3. Porter Paints, 400 S. 13th Street, Louisville, KY 40203. Tel. (800) 332-6270.
4. PPG Architectural Finishes, Inc., One PPG Place, Pittsburgh, PA 15272. Tel. (800) 441-9695.
5. Sherwin-Williams Company, 101 Prospect Ave., NW, Cleveland, OH 44115. Tel. (800) 321-8194.

C. Substitutions shall fully comply with specified requirements and Section 01630-Product Options and Substitution Procedures

## 2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the MDOT Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Color Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the MDOT Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

## 2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best grade product will **not** be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.04 PAINT SYSTEMS: Provide the following paint systems for the various substrates, as indicated.

A. Paint Systems are as follows:

### 1. Ferrous Metal

1st Coat – Waterborne Acrylic Primer – ICI Devflex # 4020

2nd Coat – Waterborne Acrylic Semi Gloss Enamel – ICI Devflex # 4206

3rd Coat – Waterborne Acrylic Semi Gloss Enamel – ICI Devflex # 4206

(First coat not required on items that are shop primed.)

Not less than 2.5 mils dry film thickness.

2. Zinc Coated Metal
  - 1st Coat – Waterborne Acrylic Primer – ICI Devflex # 4020
  - 2nd Coat – Waterborne Acrylic Semi Gloss Enamel – ICI Devflex # 4206
  - 3rd Coat – Waterborne Acrylic Semi Gloss Enamel – ICI Devflex # 4206
 Not less than 2.5 mils dry film thickness.
3. Painted Woodwork
  - 1st Coat – Acrylic Primecoat – ICI Ultra-Hide # 2010
  - 2nd Coat – Acrylic Semi Gloss Enamel – ICI Dulux Professional # 2406
  - 3rd Coat – Acrylic Semi Gloss Enamel – ICI Dulux Professional # 2406
 Not less than 2.5 mils dry film thickness.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition. Remove all machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule the cleaning and painting so that contaminants from the cleaning process with not fall onto wet, newly painted surfaces.

- A. Ferrous Metals:
  1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
  2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.
- B. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.
- C. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, immediately upon delivery to job. Prime edges, ends, faces, under sides, and backsides of wood. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
- 3.03 MATERIALS PREPARATION: Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.
- 3.04 APPLICATION
- A. Apply paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - B. Sand lightly between each succeeding enamel coat.
  - C. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.
  - D. Scheduling Painting: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
  - E. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
  - F. Mechanical and Electrical Work: Painting of mechanical and electrical Work is limited to those items exposed in mechanical equipment rooms and in occupied spaces.
    1. Mechanical items to be painted include, but are not limited to, the following:
      - a. Piping, pipe hangers, and supports.
      - b. Motor, mechanical equipment and supports.
      - c. Accessory items.
    2. Electrical items to be painted include, but are not limited to, the following:
      - a. Conduit and fittings.
      - b. Switchgear.

- G. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- H. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.
- I. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 CLEANING AND PROTECTION

- A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct any damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

\*\*\*END OF SECTION\*\*\*

SECTION 15010

GENERAL PROVISIONS

PART 1 GENERAL

1.01 INSTRUCTIONS

- A. This Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings, and/or herein, including all labor, materials, equipment and incidental necessary, required, or implied, for installation of complete plumbing system as specified herein and as shown on the drawings.
- B. The General Conditions, Information to Bidders, Special Conditions, and other pertinent documents issued by the Architect are a part of the Contract Documents and shall be complied with in every respect.
- C. This Contractor shall examine the general construction drawings, the plumbing and electrical drawings and lay out his work accordingly to avoid conflict.
- D. This Contractor shall visit the site in order to familiarize himself with existing working conditions. Failure to do so shall not relieve contractor of responsibility of making changes required by conditions encountered on site.

1.02 LOCAL SITE CONDITIONS

- A. Before bidding, make complete investigation at Site in order to be informed as to location of utilities and as to conditions under which work is to be performed. Utility locations shown were obtained from surveys and/or local utility companies and are not to be assumed as being accurate.
- B. Make determination of soil conditions before bidding. These specifications and accompanying drawings in no way imply as to condition of soil to be encountered.

1.03 CLEAN UP

- A. Do not allow waste material or rubbish to accumulate in or about job site.
- B. At completion of work, remove all rubbish, tools, and surplus materials from and about building, leaving work clean and ready for use without further cleaning required. Clean all equipment, piping, valves, and fittings of grease, metal cuttings, insulation cement, dust, dirt, paper labels, etc.
- C. Any discoloration or other damage to parts of building, its finish or furnishings due to failure to properly clean or keep clean mechanical systems shall be repaired without cost to Owner.

1.04 DRAWINGS:

- A. The drawings indicate the extent and general arrangement of the various systems. If any departure from these drawings is necessary, descriptions of these departures and a statement of the reasons therefore shall be submitted to the Architect for approval.

- B. These drawings and specifications shall be considered a part of this contract. Should an error or omission occur in either or both the drawings and specifications, or conflict one with the other, this Contractor shall not avail himself of such unintentional error, omission or conflict, but shall have same explained to him and adjusted before signing the contract or proceeding with the work.

## PART 2 PRODUCTS

- 2.01 COORDINATION: The products of particular manufacturers have been used as the basis of design in preparation of these documents. Any modifications to the plumbing systems and their components, the electrical systems that result from the use of any other than the basis of design equipment shall be coordinated with all other trades. Such coordination shall occur before delivery of products from the manufacturer (before shop drawing submittals) and shall be clearly indicated on the shop drawings. Any related modifications shall be performed without any additional cost to the contract.
- 2.02 DESCRIPTION: All products shall be new and bear the Underwriter's Laboratories, Inc., (UL) label unless specifically indicated otherwise.

## PART 3 EXECUTION

- 3.01 GENERAL: The mechanical plans do not give exact elevations or locations of lines, nor do they show all the offsets, control lines, or other installation details. The Contractor shall carefully lay out his work at the site to conform to the structural conditions, to provide proper grading of lines, to avoid all obstructions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and to thereby provide an integrated, coordinated and satisfactory operating installation.
- 3.02 EQUIPMENT CONNECTIONS: No equipment shall be "roughed-in" until proper rough-in drawings are in the hands of the trade doing the work.
- 3.03 PROTECTION OF EQUIPMENT
  - A. Responsibility for care and protection of equipment and material under this Contract rests with this Contractor until equipment or materials have been installed, tested and accepted.
  - B. Store equipment, including pipe and valves, off the ground and under cover. For storage outdoors, minimum 4 mil thick plastic shall be fitted to withstand splattering, ground water, precipitation and wind.
  - C. All pipe ends, valves, and parts of equipment left unconnected permanently or temporarily, shall be capped, plugged or properly protected to prevent entry of foreign matter.
  - D. Plug ends of pipe when work is stopped in place until work resumes.
  - E. Damaged equipment shall be repaired or replaced at the option of the Architect/Engineer.
- 3.04 PAINTING
  - A. Factory painted equipment that has been scratched or marred shall be repainted to match original factory color.

- B. Black ferrous metal items exposed outside the building, such as equipment supports, uninsulated pipe and pipe supports not provided with factory prime coat, shall be cleaned and painted with one coat of rust inhibiting primer and two coats of an asphaltic base aluminum paint.
- C. No nameplates or equipment shall be painted, and suitable protection shall be afforded to the plates to prevent their being rendered illegible during the painting operation.
- D. Galvanizing broken during construction shall be recoated with cold galvanizing compound.

### 3.05 PROTECTION OF EXISTING UTILITIES

- A. The Contractor shall use extreme caution during excavation operations not to damage or otherwise interrupt the operations of existing utilities. The Contractor shall be responsible for the continuous operation of these lines and shall provide bypasses or install such shoring, bracing, or underpinning as may be required for proper protection.
- B. Obtain approval from the MDOT Architect at least 7 days prior to connecting to any utility line and coordinate with the appropriate utility company.

### 3.06 CUTTING AND PATCHING

- A. The Contractor shall assume all cost of, and be responsible for, arranging for all cutting and patching required to complete the installation of his portion of the work. All cutting shall be carefully and neatly done so as not to damage or cut away more than is necessary of any existing portions of pavement or structure.
- B. All patching will be done by workmen skilled in the trade required.

### 3.07 EQUIPMENT, MATERIALS AND BID BASIS

- A. It is the intention of these specifications to indicate a standard of quality for all material incorporated in this work. Manufacturer's names are used to designate the item of equipment or material as a means of establishing grade, size and quality. Where several manufacturers are named, only these manufacturers' products will be considered and the Contractor's bid shall be based on their products. Other named manufacturers, although acceptable as manufacturers, must prove their product will perform satisfactorily and will meet space requirements, etc., before submitting shop drawings, when their equipment achieves the required results in a manner different than that of the first named manufacturer. Where only one manufacturer is named, unless the specifications state otherwise, manufacturers of similar quality products will be considered. Such unnamed manufacturer's products will, however, be considered as substitutions and shall not be used as a basis for bidding. In the event the Contractor wishes to submit substitutions to the Architect for review prior to bid, he shall furnish descriptive catalog material, text data, samples, etc., as well as any other pertinent data necessary to demonstrate that the proposed substitutions are acceptable equals to the specified product. No substitutions shall be made without the written consent of the MDOT Architect.
- B. The use of one named manufacturer on the Drawings is for guide purposes. The provisions of the above paragraph will govern in the selection of products to be used.

3.08 FOUNDATIONS: All concrete foundations required by equipment furnished under the Mechanical Division shall be constructed in conformance with the recommendations of the manufacturer of the respective equipment actually applied, and with the approval of the Architect. All corners of the foundations shall be neatly chamfered. After removal of the forms the surface of the foundation shall be rubbed. Unless otherwise noted, foundations shall be six inches (6") high. All concrete work performed shall conform entirely to the requirements of the General Specifications which describe this class of work.

3.09 RECORDS AND INSTRUCTIONS FOR OWNER

A. The Contractor shall accumulate during the job's progress the following data in quintuplicate prepared in neat brochures or packet folders and turned over to the MDOT Architect for check and subsequent delivery to the Project Engineer:

1. All warranties and guarantees and manufacturer's directions on equipment and material covered by the Contractor.
2. Approved equipment and fixture brochures, wiring diagrams, and control diagrams.
3. Original and copies of approved shop drawings.
4. Any data and/or drawings required during construction.
5. Repair parts lists of all major items and equipment including name, address, and telephone number of local supplier or agent.

B. All of the above data shall be submitted to the Architect/Engineer for approval at such time as the Contractor asks for his last request for payment prior to his final request for payment, but in no case, less than two weeks before final inspection.

3.10 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Description

1. Complete operating and maintenance instructions shall be provided to the Owner. Four (4) separate copies (three for the Owner, one for the Architect) shall be provided, and each copy shall be bound in a separate 3-ring, loose leaf notebook. Operating instructions shall be provided for each system, and shall include a brief system description, a simple schematic and a sequence of operation. Operating and maintenance instructions shall be included for each piece of equipment. Operating instructions shall include recommended periodic maintenance and suggested procedures in operation of all systems. These instructions must be written expressly for this project and shall refer to equipment, valves, etc. by mark number from project schedules. Operating instructions and procedures shall be submitted in draft form for approval prior to final issue of complete brochures. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions. Manufacturers' Standard literature is acceptable for each piece of equipment. However, the Contractor shall prepare a SYSTEM O&M manual including overall system descriptions, operating and energy conservation techniques.
2. A system wiring and control diagram shall be included in the operating and maintenance instructions.

3. Prior to final acceptance or beneficial occupancy, provide the services of a competent representative to instruct and train the Owner in the operation of systems. The Architect reserves the right to attend any such meeting and shall be duly notified. Where specified, certain major items of equipment shall be installed under the supervision of and tested by a specialist furnished by the manufacturer of the equipment. Such specialist shall train the operator in the use of his equipment.

### 3.11 RECORD SET DRAWINGS

- A. The Contractor shall maintain on a daily basis at the project site a complete set of "Record Drawings" reflecting an accurate dimensional record of all buried or concealed work. In addition, the "Record Drawings" shall be marked to show the precise location of concealed work and equipment, including concealed or embedded piping and valves and all changes and deviations in the Mechanical work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without definite instructions from the Architect. The "Record Drawings" shall consist of a set of mylar sepia prints of the Contract Drawings for this Division with the Engineer's seal and Engineer's firm name removed or blacked out. Prior to commencing work the Contractor shall purchase from the Architect a set of mylar sepia prints to be used for the "Record Drawings".
- B. Record dimensions shall clearly and accurately delineate the work as installed; locations shall be suitably identified by at least two (2) dimensions to permanent structures.
- C. The Contractor shall mark all "Record Drawings" on the front lower right hand corner with a rubber stamp impression that states the following:

"RECORD DRAWINGS (3/8" high letters) to be used for recording Field Deviations and Dimensional Data Only" (5/16" high letters)

### 3.12 GUARANTY-WARRANTY

- A. This guarantee shall include capacity and integrated performance of component parts of various systems in strict accord with the true intent and purpose of these Specifications. Conduct such tests as herein specified or as may be required by the Architect to demonstrate capacity and performance ability of various systems to maintain specified conditions.
- B. All materials and equipment shall carry a full year's warranty from time Owner accepts work or the date of substantial completion, whichever is earlier, regardless of start-up date of equipment, unless a longer warranty period is specified under other sections.

3.13 INSTALLATION: All equipment shall be installed in strict conformance with manufacturer's recommendations, as specified herein and as shown. If any conflict arises between these instructions, notify the Engineer immediately for guidance.

### 3.14 HAZARDOUS MATERIALS

- A. No products shall be used that contain any known hazardous or carcinogenic materials. Products with asbestos or radioactive content shall not be used.
- B. Handling of any hazardous material is not covered in this specification Division (15). Any requirements for such are beyond the scope of this contract and shall be done only by those persons contracted to do so.

3.15 ELECTRICAL WORK

- A. All electrical equipment provided under this division shall comply with the electrical system characteristics indicated on the electrical drawings and specified in Division 16.
- B. All components shall be in conformance with the requirements of the National Electrical Code and Division 16. Motor starters and disconnects as required for equipment provided under this division shall be furnished under Division 15.
- C. All power wiring and final power connections to the system shall be provided under Division 16.
- D. Control wiring (120V. and less) shall be provided under Division 15 and extended from the 120V. power circuits indicated on the electrical drawings. All wiring for voltages higher than 30 volts shall be done by a licensed electrician.
- E. All electrical characteristics shall be taken from the mechanical and electrical drawings and specifications and coordinated before equipment is ordered or submitted.

3.16 MOTORS

- A. Unless specifically noted otherwise in other sections of this specification, all motors and motor controllers shall meet the requirements specified in this section. All motors shall be built in accordance with the current applicable IEEE, and NEMA standards and shall have voltage, phase, frequency and service as scheduled.
- B. Each motor shall be suitable for the brake horsepower of the driven unit, rated with 1.15 minimum service factor, and shall be NEMA design B. The motor temperature rise shall not exceed 40 degrees C. for drip proof motors, 50 degrees C. for splash proof motors, and 55 degrees C. for totally enclosed or explosion proof motors. The motor shall be capable of operating continuously at such temperature rises, and shall be capable of withstanding momentary overloads of 25 percent without injurious overheating.
- C. Each item of motor driven equipment shall be furnished complete with the motors and drives as required to perform the specific function for which it is intended, scheduled, and specified.
- D. If the Contractor proposes to furnish motors varying in horsepower and/or characteristics from those specified, he shall first inform the Architect/Engineer of the change and shall then coordinate the change and shall pay all additional charges in connection with the change.

END OF SECTION

## SECTION 15011

## SCHEDULE OF SUBMITTAL DATA

## PART 1 GENERAL

- 1.01 RELATED DOCUMENTS: The requirements of the General Conditions, Supplementary Conditions, and Section 15010 apply to all Work herein.
- 1.02 QUALITY ASSURANCE:
- A. Shop drawings or fully descriptive catalog data shall be submitted by the Contractor for all items of material and equipment furnished and installed under this contract. The Contractor shall submit to the Architect a sufficient number of copies of all such Shop Drawings or catalog data to provide him with as many reviewed copies as he may need, plus four (4) copies for retention; one by the MDOT Architect, one by the Consultant Engineer, one by the Materials Lab, and one by the Project Engineer.
  - B. Before submitting Shop Drawings to the MDOT Architect for review, the Contractor shall examine them and satisfy himself that they are correctly representative of the material or equipment to which they pertain. The Contractor shall so note these Drawings before submitting them. The Contractor's review of the Shop Drawings is not intended to take the place, in any way, of the official review of the MDOT Architect, and Shop Drawings which have not been reviewed by the Architect shall not be used in fabricating or installing any work.
  - C. The review of Shop Drawings or catalog data by the MDOT Architect shall not relieve the Contractor from responsibility for deviations from the Plans and Specification unless he has, in writing, specifically called attention to such deviations at the time of submission and has obtained the permission of the MDOT Architect thereon; nor shall it relieve him from responsibility for error of any kind in Shop Drawings. When the contractor does call such deviations to the attention of the MDOT Architect, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
  - D. Verification and assignment of dimensions, quantities, and construction means, methods, sequences or procedures, the correctness of which is set forth in the Contract Documents or submittal, shall be the sole responsibility of the Contractor.
  - E. Reproduction of design documents in any portion for use in a submittal is not acceptable.

## PART 2 PRODUCTS

- 2.01 GENERAL: All products shall be new and bear all labels which are identified by the applicable specification section and Contract Documents.

## PART 3 EXECUTION

## 3.01 SUBMITTAL DATA:

## A. General

1. The submittal data to be furnished for this project shall comply with the Specifications and Contract Documents in their entirety. Any submittals herein scheduled are as a minimum only and shall not be construed to limit the submittal data required within the individual Sections of these Specifications.
  2. Shop Drawings will be returned unchecked unless the following information is included: Reference to all pertinent data in the Specifications or on the Drawings, such as sound power levels of motor driven equipment where called for in the specifications, electrical characteristics and horse power, capacities, construction material of equipment, UL labels where required, accessories specified, manufacturer, make and model number, weights where specified, starters where required by Division 15, size and characteristics of the equipment, name of the project and a space large enough to accept an approval stamp. The date submitted shall reflect the actual equipment performance under the specified conditions and shall not be a copy of the scheduled data on the drawings. All submitted equipment must be identified on Shop Drawings with same "Mark Numbers" as identified on Drawings or in Specifications. All pertinent data such as accessories shall also be marked. Any deviation from any part of the Contract Documents shall be clearly and completely highlighted.
  3. Plumbing submittal data shall be bound into separate volumes, with each volume containing one copy of all specified equipment shop drawings. The binders shall be provided with an identification tab for each Specification Section that requires submittals. Each item in each tabbed section shall be identified with the paragraph number relating to the item submitted the use of a cover sheet or by highlighting the paragraph on the first page concerning the item. If necessary, binders shall be resubmitted with the original submittal date and will address and resolve all comments thereon. All submittals shall include identification tabs and sufficient space for all submittal data. **FAILURE to provide BOUND AND IDENTIFIED SUBMITTALS will result in the AUTOMATIC REJECTION of the submittal data with NO EXCEPTION.**
- B. The bound submittals are to be submitted for review within 30 days after the Contract is awarded. No submittal will be checked until ALL required submittals have been received by the Engineer.
- C. The Contractor shall submit with the bound and identified submittal data a letter signed by the Contractor's Project Manager (or higher level officer of the firm) stating that all electrical characteristics of the mechanical equipment to be supplied have been fully coordinated with the electrical contractor. No submittal data will be checked until this letter is submitted. Any changes to the electrical requirements from the Contract Documents resulting from alternate equipment being submitted shall be performed without any additions to the Contract Sum. Shop Drawings shall be submitted for each of the following:

Sewage Lift Station  
Pipe  
Cleanouts  
Disconnect Switches  
Valves  
Identification Tape

- D. The Contractor shall submit three copies of a letter, signed by an officer of the company, that the items listed below meet or exceed criterion of the plans and specifications. The letter is to include a list of each item to be used on the project along with the manufacturer.

Vacuum Breakers  
Sewage Lift Station

3.02 OPERATING AND MAINTENANCE INSTRUCTIONS:

A. Description

1. Complete operating and maintenance instructions shall be provided to the Owner. Four (4) separate copies (three for the owner, one for the Architect) shall be provided, and each copy shall be bound in a separate 3-ring, loose leaf notebook. Operating and maintenance instruction shall be included for each piece of equipment. Manufacturers' Standard literature is acceptable for each piece of equipment. However, the contractor shall prepare a SYSTEM O&M manual including overall system descriptions, operating and energy conservation techniques.
2. A system wiring and control diagram shall be included in the operating and maintenance instruction.
3. Prior to final acceptance or beneficial occupancy, provide the services of a competent representative to instruct the Owner in the operation of the sewage lift station. The Architect reserves the right to attend any such meeting and shall be duly notified.

3.03 OTHER SUBMITTALS:

A. Submit or provide the following prior to occupancy of the project by the Owner.

1. As built drawings for plumbing systems.
2. All guarantees.
3. Submit two (2) copies of welders certificate.
4. Certify disinfection of domestic water service.
5. Manufacturer's representative shall certify that lift station equipment and valves are installed in accordance with the manufacturer's recommendations.

END OF SECTION

SECTION 15016

CODES AND REGULATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Division and the accompanying Drawings cover furnishing of all labor, equipment, appliances and materials and performing all operations in connection with the installation of complete air conditioning, ventilating, heating, plumbing and kitchen hood fire protection systems as specified herein and as shown on the drawings.
- B. The general provisions of the Contract including the Conditions of the Contract (General, Supplementary and other conditions) and other divisions as appropriate, apply to work specified in this Division.

1.02 CODES, ORDINANCES AND PERMITS

- A. All plumbing materials and workmanship shall comply with the following codes and standards as applicable:
  - 1. The Standard Plumbing Code (1997)
  - 2. The National Electric Code (1999)
- B. Applicable Publications: The publications listed below form a part of this specification to the extent referenced and are referred to in the text by the basic designation only.
  - 1. American National Standards Institute, Inc. Standards (ANSI)
  - 2. American Society for Testing and Materials Publications (ASTM)
  - 3. American Society of Mechanical Engineers Code (ASME)
  - 4. Underwriters Laboratories, Inc. (UL)

PART 2 PRODUCTS

- 2.01 COORDINATION: Any modification to the mechanical systems and their components, the electrical systems, the building structure and architecture, or any other portion of the building that results from the use of any other than the basis of design equipment shall be coordinated with all plans and codes. Such coordination shall occur before shop drawing submittals and shall be clearly indicated on the shop drawings. Any related modifications shall be performed without any additional cost to the Contract.

PART 3 EXECUTION

3.01 GENERAL

- A. This Contractor shall conform to standards prescribed by City, County, State and Federal regulations or ordinances having jurisdiction. Execution of the Contract Documents indicates Contractor's knowledge of above regulations or ordinances and any changes that may be necessary to conform to such regulations or ordinances shall be made by this Contractor without extra cost to the Owner.
- B. Permits required for the installation of the Work, as well as all authorized code inspections, construction fees, meters and assessments shall be arranged for and paid for by the Contractor.
- C. The Contractor shall comply with all applicable provisions of the William-Steiger Occupational Safety and Health Act (O.S.H.A.).

END OF SECTION

SECTION 15020 IDENTIFICATION OF PIPING SYSTEMS

PART 1 GENERAL

1.01 APPLICABILITY

- A. All work specified in this Section shall comply with the provision of Section 15010.
- B. Markers shall be placed so as to be easily read. Arrows shall be applied to indicate direction of flow.

PART 2 PRODUCTS

2.01 PIPE MARKINGS

- A. All underground plastic water and sanitary sewer piping shall have #14-copper TW tracer wire attached to pipe. In addition to tracer wire provide a continuous 6-inch wide vinyl plastic tape with printing identifying buried service directly above pipe.
- B. Pipe markers shall be as manufactured by W. H. Brady Co., Seton or approved equal.

PART 3 EXECUTION

- 3.01 EXECUTION: Install vinyl plastic identification tape directly above buried pipe and 12 inches below finished grade, during backfilling operation.

END OF SECTION

SECTION 15400

PLUMBING BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION:

- A. This Section of the Specifications and related drawings describe requirements pertaining to the plumbing piping and equipment.
- B. Refer to the following sections for related Work:

- 15011 Submittals
- 15020 Identification of Piping Systems
- 15431 Drains, Cleanouts and Drainage Accessories

1.02 RECORD DOCUMENTS: Provide corrected Record Documents in accordance with the Project Record Documents Sections and the Mechanical General Section.

1.03 GENERAL PROVISIONS AND BASIC MATERIALS: The requirements of the Mechanical General Section apply to this work.

1.04 CODE:

- A. The work shall comply with the Standard Plumbing Code (1997 edition); acceptability under the codes shall not authorize any substitution, smaller size, lighter weight or less durable materials for the items specified.
- B. The Contractor shall obtain and pay for all required permits and inspections and shall deliver one copy of each inspection certificate to the Architect before the date of Substantial Completion.

PART 2 PRODUCTS

2.01 PIPING MATERIALS FOR DRAINAGE SYSTEMS:

- A. Gravity drainage piping all sizes beyond 5'-0" outside building: Polyvinyl chloride pipe (PVC) ASTM D-2665, PVC Type DWV fittings with solvent weld joints.
- B. Forced sanitary sewer piping all sizes: Polyvinyl chloride pipe (PVC), AWWA C900, ASTM D-1784, DR18, with integrally molded bell ends, ASTM-3139 with elastomeric gaskets conforming to ASTM F-477 and lubricant.

2.02 WATER PIPING: Underground piping outside building all sizes: Polyvinyl chloride (PVC) plastic piping Schedule 40, ASTM D-1785 with 150 PSI minimum pressure rating. Fittings shall conform to ASTM D-2466 with solvent weld joints conforming to ASTM D-2564.

2.03 BASIC PIPING SPECIALTIES:

- A. Unions:
  - 1. Unions shall be the same material and working pressure as the fittings specified for the piping system. Unions on piping 2-1/2" in size and larger shall be bolted flanged joint and on smaller than 2-1/2" shall be screwed connection.

2. Unions and flanges provided between copper and ferrous pipe connections shall be insulating (dielectric) type to electrically separate dissimilar metal connections in piping system.
- B. Dielectric Adapters:
1. Dielectric adapters shall be the union type for pipes 2" in size and larger. Adapters shall have working pressure of 250 psi for union type and 165 psi for flanged type. The insulating gaskets shall have an operating range of 40 degrees F to 240 degrees F and shall limit the galvanic corrosion to a maximum of 1% of the short circuit current. Dielectric adapters shall be Ebco, Crane or Capitol.
  2. Provide a dielectric adapter between any ferrous and copper connection including piping and equipment.
- C. Pipe Sleeves:
1. The Contractor shall install, as required, and where shown on drawings all necessary sleeves, bolts, inserts and other appurtenances necessary for the support of all pipe, equipment and devices furnished under each section of the Specification.
  2. All pipe sleeves shown on drawings shall be installed and in place as the affected drives, footings, etc. are built.
- 2.04 VALVES:
- A. All shutoff valves shall be gate valves unless otherwise noted. All drain valves shall be globe or angle valves unless otherwise noted.
  - B. Gate valves 2" and smaller shall be of Class 125, body and bonnet shall be of ASTM B-62 cast bronze composition, solid disc, copper-silicon alloy stem, brass packing gland, solder ends, Teflon-impregnated packaging, and malleable handwheel; NIBCO S-11 or approved equal.
  - C. Class 150 valves meeting the above specifications may be used where pressure requires; NIBCO S-134 or approved equal.
  - D. Ball valves 2" and smaller shall be 600 psi CWP, have cast brass bodies, replaceable reinforced Teflon seats, conventional port, blowout proof stems, chrome-plated brass ball, solder ends with extended solder cups; NIBCO S-580-BR-R-70 or approved equal.
  - E. Gate valves 2-1/2" and larger shall be Class 125 iron body, bronze mounted, with body and bonnet conforming to ASTM A-126 Class B cast iron, flanged ends, with Teflon-impregnated packing and two-piece packing gland assembly; NIBCO F-617-0 or approved equal.
  - F. Globe valves 2" and smaller shall be of Class 125, body and bonnet of ASTM B-62 cast bronze composition, solder ends, copper silicon alloy stem, brass packing gland, Teflon-impregnated packing and malleable handwheel; NIBCO S-235-Y or approved equal.
  - G. Globe valves 2-1/2" and larger shall be of Class 125 iron body, bronze mounted with body and bonnet conforming to ASTM A-126 Class B cast iron, flanged end, with Teflon-impregnated packing and two-piece packing gland assembly; NIBCO F-178-B or approved equal.

- H. Check valves 2" and smaller shall be of Class 125, solder ends, with bodies and caps conforming to ASTM B-62 cast bronze composition, swing type disc; NIBCO S-413-BYW or approved equal.
- I. Check valves 2-1/2" and larger shall be iron body, bronze mounted, with body and cap conforming to ASTM A-126 Class B cast iron, flanged ends, swing type disc; NIBCO F-918-B or approved equal.

### PART 3 EXECUTION

#### 3.01 INSTALLATION:

- A. Install soil and vent piping pitched to drain at minimum slope of 1/4" per foot (2%) for piping 3" and smaller, and 1/8" per foot (1%) for piping 4 " and larger.
- B. Install piping and make all joints in accordance with the pipe manufacturer's recommendations. Make provisions for thermal expansion and contraction.
- C. Install cleanouts on drainage piping where indicated on the drawings and as required by the code, and at every change in direction of more than 45 degrees in horizontal piping. Locate wall cleanouts as low as possible but high enough for the cover plate to clear the base. Locate test tees where necessary to separate sections of piping for testing.
- D. Rough-in for equipment in accordance with the equipment manufacturer's roughing-in drawings.
- E. Set cleanouts so that the top rims are level and flush with the finished concrete pads.
- F. Install piping and pipe supports as specified. Keep pipe ends closed except for vent and drain openings; protect vent and drains from the entrance of materials that could cause stoppage.
- G. Install shut-off valves where indicated on the drawings and required by the code including valves at all equipment.

#### 3.02 EXCAVATION, TRENCHING AND BACKFILLING:

- A. Perform all excavation, trenching and backfilling for work under Division 15. During excavation, material for backfilling shall be piled back from the banks of the trench to avoid overloading and to prevent slides and cave-ins. All excavated materials not to be used for backfilling shall be removed and disposed of. Grading shall be done to prevent surface water from flowing into trenches and other excavation and any water accumulating therein shall be removed by pumping. All excavations shall be made by open cut. No tunneling shall be done.
- B. Bottom of trench shall be uniformly graded to provide firm support and even bearing surface for pipe.
- C. Pipe shall be laid on firm soil, laid in straight lines and on uniform grades. Provide bell holes so that barrels of pipe rest evenly on bottom of trench along entire length of pipe.

- D. Pipe shall be inspected and tested prior to backfilling. No roots, rocks or foreign materials of any description shall be used in backfilling the trenches. Trench shall be hand filled to a minimum of 12" above the top of the pipe with clean earth and tamped to 95 percent compaction after first layer using the modified Proctor test method of compaction.

3.03 TESTS OF PIPING:

- A. Install temporary connections and plugs or valves at all points necessary for venting air from the piping, filling, holding test pressure, draining and flushing the piping.
- B. Test all new gravity soil, waste and vent piping under 10 feet head of water (except for the uppermost 10 feet) as required by the Plumbing Code, with zero leakage allowed. The test pressure shall be maintained for at least 30 minutes before inspection starts and maintained for the time necessary to inspect all joints but not less than 15 minutes.
- C. Test all new forced sanitary sewer piping hydrostatically to show zero leakage in eight (8) hours at 40 psi.
- D. Test all new pressure piping roughing hydrostatically to show zero leakage in eight (8) hours at the following pressures measured at the low points: Domestic water (C.W.), 125 psi.

3.04 FLUSHING AND STERILIZING: Flush all new water piping after pressure tests and repairs are completed.

3.05 START-UP, ADJUSTMENT, INSTRUCTION: Start-up, lubricate, adjust and test equipment installed under this Section and furnish instructions to the Owner as specified in the Mechanical General Section.

3.06 OPERATIONAL TESTS: When installation and adjustment of all equipment is complete, perform operational tests of all plumbing system components at normal operating pressures as specified under the Mechanical General Section and include the following tests:

- 1. Operate all manual and automatic valves at least one full open-closed cycle; examine for stem leakage, failure to close or other malfunction.

END OF SECTION

## SECTION 15406

## SEWAGE PUMPING SYSTEM

## PART 1 - GENERAL

- 1.01 RELATED DOCUMENTS: All work specified in this Section is subject to the provisions of Section 15010 "Basic Mechanical Requirements".
- 1.02 DESCRIPTION OF WORK:
- A. Firms regularly engaged in manufacture of sewage pumping systems with characteristics, sizes, and capacities required, whose products have been in satisfactory use in similar service for not less than five (5) years.
  - B. UL AND NEMA Compliances - Provide electric motors, control panels, and electrical components required as part of booster pump equipment, which have been listed and labeled by Underwriters Laboratories and comply with NEMA standards.
  - C. NEC Compliance - Comply with National Electrical Code (ANSI/NFPA 70) as applicable to installation and electrical connections of ancillary electrical components of plumbing equipment.

## PART 2 - PRODUCTS

- 2.01 SEWAGE PUMPS: The Contractor shall furnish and install as shown on the drawings Aurora Hydromatic Model S4N300M2-4 duplex sealed submersible Vortex pumps. Each pump shall have a capacity of 100 GPM at 30 ft. total head. Each pump shall be furnished with a 4" flanged discharge. The pump casing shall be of high tensile strength cast iron. The cast iron impeller shall be of the multi-vane recessed non-clog type and shall be capable of passing a 3" diameter sphere. The impeller shall be dynamically balanced before it is keyed and secured to the pump shaft. An automatic alternator shall be furnished on duplex pumps to allow the pumps to alternate on each successive cycle of operation. The pumps are to be driven by a standard 3 horsepower, 240 volt, 1 phase, 60 hertz, 1750 RPM sealed submersible motor. Equipment to be as manufactured by Aurora/Hydromatic or approved equal.
- 2.02 DUPLEX HYDROGUIDE SYSTEM: Provide a hydroguide liftout system for each pump with ball check valve and sealing flange assembly, guide rails, gate valves and gate valve extensions as needed.
- 2.03 SUMP BASIN: Sump basin: Fiberglass 60" diameter x 102" deep with steel gas type cover plate complete with vent, and manholes for duplex pump installation.
- 2.04 CONTROLS:
- A. Control panel (1) NEMA 3R enclosure complete with starters, high water alarm light and horn with silencing switch, remote alarm contactors, dead front, run lights and power lights.
  - B. Provide four (4) mercury float switches as shown on Drawings to control pumps.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Pumps shall be installed as per manufacturer's written instructions.
- B. Sewage pump shall be completely shop tested by the pump manufacturer before shipment and copies of certified test pump curve shall be delivered to the Engineer.
- C. Pump test shall be conducted in the presence of, and to the satisfaction of the authority having jurisdiction and the Engineer, each of whom shall be notified seven (7) days in advance of any such tests.

3.02 ADJUSTING AND CLEANING:

- A. Check alignment, and where necessary, realign shafts of motors and pumps within recommended tolerances by manufacturer, and in presence of manufacturer's service representative.
- B. Lubricate pumps before startup. Startup in accordance with manufacturer's instructions.
- C. Clean factory finished surfaces. Repair any marred or scratched surfaces with manufacturer's touch up paint.

3.03 STARTUP:

- A. Provide the services of a factory engineer, for a minimum of one day to train Owner's personnel in the operation and maintenance of the sewage pump system and to assist in startup of system.
- B. System shall be operated under loads similar to anticipated demands of the system.

3.04 STARTUP: Sewage pump system shall be warranted against defects in material or workmanship for minimum of one (1) year from date of installation.

END OF SECTION

SECTION 15431

DRAINS, CLEANOUTS & DRAINAGE ACCESSORIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

- A. All work specified in this section is subject to the provisions of Section 15010 "Mechanical General".
- B. Refer to the following Sections for related work in connection with drains, cleanouts and drainage accessories.

15011 Submittals

15400 Plumbing Basic Materials and Methods

1.02 DESCRIPTION OF WORK: The number and size of the drains and cleanouts are indicated and scheduled on the drawings.

1.03 QUALITY ASSURANCE:

- A. Manufacturing firms shall be regularly engaged in the manufacture of plumbing products of type and sizes required, whose products have been in satisfactory use in similar service for not less than five (5) years.
- B. Subject to compliance with requirements, provide drains, cleanouts & drainage accessories of one of the following manufacturers:

- 1. Josam Mfg. Co.
- 2. Smith (Jay R.) Mfg. Co.
- 3. Wade Div., Tyler Pipe
- 4. Zurn Industries, Hydromechanics Div.

PART 2 PRODUCTS

2.01 GENERAL: Provide factory fabricated drainage piping products of the size and type as indicated on drawings, including features as specified herein. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and governing regulations.

2.02 CLEANOUTS: All lines outside of building - Smith 4400.

PART 3 EXECUTION

3.01 EXECUTION:

- A. During construction drains shall be kept covered so they are kept free from debris and trash.

END OF SECTION

## SECTION 16010

## ELECTRICAL GENERAL REQUIREMENTS

## PART 1 GENERAL

## 1.01 SCOPE

- A. This Division and the accompanying Electrical Drawings cover furnishing all labor, equipment and materials and performing all operations in connection with the installation of complete electrical systems as documented.
- B. There are many interfaces between the work involved with this Division and the work in other Divisions, particularly with Division 15. Be aware of the responsibilities at the interfaces.
- C. The plans and specifications are considered cooperative and complimentary.

## 1.02 DEFINITIONS

- A. Provide: furnish, install, connect, test, demonstrate and leave operational.
- B. Wiring: wire or cable installed in raceway with all required boxes, fittings, connectors, etc.
- C. Work: materials completely installed, including the labor involved.
- D. Raceway: Galvanized rigid steel conduit (GRC), electrical metallic tubing (EMT), Intermediate metal conduit (IMC), schedule 40 Polyvinyl Chloride (PVC), flexible steel (FLX), sheathed flexible steel (SLT).

## 1.03 CODES AND REGULATIONS

- A. All work shall comply with all local laws, ordinances and regulations applicable to the electrical installation, applicable building codes and with the requirements of the National Electrical Code (NEC), Vol. 70 of the N.F.P.A.
- B. Where different sections of any of the aforementioned codes and regulations, the Specifications and/or the Drawings require different materials, methods of construction, or other requirements, the most restrictive shall govern. In any conflict between a general provision and a special provision, the special provision shall govern.
- C. Obtain all permits and licenses, and pay all fees as required for execution of the Contract. Arrange for necessary inspections required by the city, county, state and other authorities having jurisdiction and present certificates of approval to the Owner or his designated representative.
- D. Under no circumstances will asbestos, or asbestos related materials, be allowed on this project. Should any be found on the project they will be reported in writing.
- E. Communicate with all required utility offices to meet utility schedules and regulations. Acquire services to avoid project delays.

## 1.04 SITE VISIT

- A. All interested parties shall visit the site and thoroughly familiarize themselves with the local conditions in advance of any project activity.
- B. No allowances will be made for lack of knowledge of job conditions.

1.05 DRAWINGS AND SPECIFICATIONS

- A. The Electrical Drawings are diagrammatic, and are not intended to show the exact location of raceways, outlets, boxes, bends, sleeves, couplings or other such elements.
- B. The Drawings and Specifications shall both be considered as part of the Contract. Any work or material shown in one and omitted in the other, or which may fairly be implied by both or either, shall be provided in order to give a complete job.
- C. Should conflicts exist between the Drawings and Specifications, the Specifications shall govern.
- D. Refer to the Architectural, Structural and Mechanical plans and details for dimensions, and fit the work to conform to the details of building construction. The right is reserved to shift any switch, receptacle, ceiling outlet or any other outlet a maximum of 10'-0" from its location as shown before it is permanently installed, without incurring additions to the Contract in time or cost.
- E. All conduit and wiring shown on the Electrical Drawings shall be provided under this Division regardless of its function.

1.06 DEVIATIONS

- A. No deviations from the drawings and specifications shall be made without the full knowledge and consent of the Owner and/or Engineer.
- B. If it is found that existing conditions make desirable a modification in requirements covering any particular item, report such item to the Owner and/or Engineer for his decision and instructions.

1.07 MECHANICAL EQUIPMENT LOADS

- A. The horsepower, wattage (or amperes) of mechanical equipment indicated is the estimated requirement of equipment furnished under another Division. All wiring, protective devices and disconnect switches shall be of the voltage, size and ampacity for the actual equipment installed. In no case shall these items be of smaller capacity than those indicated.
- B. Coordinate with other trades and provide suitable equipment so that the above requirements shall be met without incurring additions to the Contract in time or cost.
- C. The Contractor shall provide suitable disconnecting means in conformance with the requirements of the NEC, for all items or equipment utilized on the project no matter how, or by whom, furnished. However, duplication, or redundancy, is not required.

PART 2 PRODUCTS

2.01 STANDARDS FOR MATERIALS AND WORKMANSHIP

- A. All material shall be new and shall bear the inspection label of Underwriter's Laboratories, Inc. (UL).

- B. The published standards and requirements of the National Electrical Manufacturer's Association (NEMA), the American National Standards Institute (ANSI), the Institute of Electrical and Electronic Engineers (IEEE) and the American Society of Testing Materials (ASTM) shall govern and apply where applicable.
- C. Specified catalog numbers and trade or manufacturers names are intended to describe the material, devices, or apparatus desired for type, style and quality. Similar materials of other manufacturers, if of equal quality, capacity or character may be substituted in conformity with the provisions of the General and Supplementary Conditions. Substitutions require "prior approval."
- D. Where 3 or more manufacturers are named, one of the named manufacturers shall be used.
- E. Where, in the opinion of the designer, no equal exists then "no equal" will be stated.

2.02 SHOP DRAWINGS

- A. Shop drawings shall be submitted for the following equipment and items suitably bound, and marked, and with contents of no less than one specification section, as indicated below, per individual submission. Submittals not called for herein and/or submittals pertaining to the actual construction process will not be reviewed.

- I. SECTION 16100

- 1. Conduit and fittings
- 2. Wire and cable
- 3. Junction boxes
- 4. Pull boxes
- 5. Supporting devices
  
- 6. Wire connection

- II. SECTION 16200

- 1. Circuit breakers
- 2. Panelboards
- 3. Disconnect switches
- 4. Fuses
- 5. Distribution Panel Breaker

- III. SECTION 16300

- 1. Lighting Fixtures
- 2. Lamps
- 3. Ballast
- 4. Lamps and Diffusers

- B. Shop drawings and/or catalog data submittals on all items of equipment and materials shall be submitted in conformity with requirements of the General and Supplementary Conditions. Do not submit more than the required number of sets.
- C. A submittal including a list of the manufacturers of the principal items of material: wire, conduit, connectors, panelboards, switchboards, motor control centers, generators, etc., shall be submitted prior to the first shop drawing submission and within 30 days of contract award.

- D. All material lists and shop drawing submittals shall include a stamped indication signifying that the submittals have been previously reviewed for compliance with the Contract Documents, that all coordination required prior to field installation has occurred and that the material being submitted is approved for installation. The stamped indication shall include the name of the contracting firm, the date of the review and the signature of the contractor. The Engineer will not review the shop drawing submittals without the contractor's stamped approval already on the shop drawings. The responsibility of complying with the Contract Documents will not be relieved by the Engineer's review.
- E. All pricing is to be based upon the products, manufacturers, and processes described in the Contract Documents. Requests for approval of substitutions shall be written and delivered to the Owner and/or Engineer's office no later than 10 days before bid date.
- F. Samples of all materials proposed for use shall be presented to the Owner and/or Engineer for his approval when requested.

#### 2.03 AS-BUILT (RECORD) DRAWINGS

- A. Maintain on the job site at all times during construction a set of "As-Built" mylar sepias with all changes during construction marked thereon. Include any sketches or "marked-up" drawing prints as may be generated on the job site to assist in recording the changes.
- B. The "As-Built" sepias shall show all changes and deviations from the Contract Drawings including relocation of outlets, conduit and equipment. Record final dimensioned locations of switchboards, panelboards, transformers, disconnect switches, etc. Make sufficient measurements to locate all underground conduit.
- C. At the completion of construction, the sepia drawings, sketches and mark-up prints shall be presented to the Owner and/or Engineer.

#### 2.04 MAINTENANCE AND INSTRUCTION MANUALS: Submit to the Owner and/or Engineer, upon completion of the work, three (3) copies of maintenance and instruction manuals for equipment provided.

#### 2.05 SUBMISSION OF DRAWINGS: Submission of Engineers drawings for shop drawings and unaltered Engineer's drawings for "As-Built" will not be acceptable.

### PART 3 EXECUTION

#### 3.01 COORDINATION

- A. Conduit, outlets, equipment or lighting fixtures are located in any area, coordinate the space requirements with all trades. Such shall be arranged so that space conditions will allow all trades to install their work, and will also permit access for future maintenance and repair.
- B. Conduit and equipment installed at variance with the above requirements shall be relocated and/or revised to conform with the above requirements without incurring additions to the Contract.
- C. Coordination of space requirements with all trades shall be performed so that:
  - 1. No piping or ductwork, other than electrical, shall be run within 42" of panelboards, switchboards or transformers.

2. No pipes or ducts that operate at a temperature in excess of 120 degrees F. shall be installed nearer than 3" to any electrical conductor.

3.02 PROTECTION OF MATERIALS

- A. All conduit and other openings shall be kept protected to prevent entry of foreign matter. Fixtures, equipment, and apparatus shall be kept covered for protection against dirt, water, chemical or mechanical damage before and during construction.
- B. The original finish, including shop coat of paint of fixtures, apparatus or equipment that has been damaged shall be restored without incurring additions to the Contract in time or price.

3.03 HOUSEKEEPING PADS: The contractor shall provide 4" minimum height concrete pad, integral with floor, under all floor mounted electrical equipment or apparatus.

3.04 CUTTING AND PATCHING: The Contractor is responsible for all cutting and patching, including escutcheon plates where necessary, whether or not such cutting and patching is shown or indicated.

3.05 ACCESS TO ELECTRICAL ITEMS: The contractor is responsible for maintaining access to all concealed electrical equipment, apparatus, or devices whether, or not, shown or indicated. Where access panels are required, refer to Owner or Engineer for approved means, methods and appearance.

3.06 ELECTRICAL ROOMS AND CLOSETS

- A. Doors to electric rooms and closets shall open outward. If in conflict with Arch. drawings refer to Owner or Engineer for resolution.
- B. Manufacturer's equipment shall not be larger than that dimensioned, or scaled, on plans. Conflicts shall be brought to the attention of the Owner, or Engineer for resolution prior to order.
- C. Clear working space in electric rooms and closets shall be no less than that required by the N.E.C.
- D. The contractor shall submit for review, prior to construction or purchase of any equipment, scaled drawings of electrical rooms, closets, or spaces showing, in detail, his planned installation locations of the equipment he intends to purchase. These shall clearly show compliance with A,B, and C above.

3.07 TESTS

- A. Upon completion of the electrical work, conduct an operating test in the presence of the Engineer or his designated representative.
- B. The installation shall be demonstrated to operate in accordance with the Contract Documents. Any material or workmanship which does not meet with the approval of the Engineer shall be removed, repaired or replaced as directed without incurring additions to the Contract in time or cost.
- C. Furnish all instructions, tools and personnel required for the test. Have sufficient tools and personnel available to remove panel covers, coverplates, etc., as required for proper inspection. Provide suitable test equipment.

3.08 DEMONSTRATION AND INSTRUCTIONS: Present to the Owner and/or Engineer or his designated representative a physical demonstration and oral instructions for proper operation and maintenance of electrical equipment and systems installed.

3.09 GUARANTEE

- A. All systems and components shall be provided with a one-year guarantee from the time of final acceptance. The guarantee shall cover all materials and workmanship. During this guarantee period, all defects in materials and workmanship shall be corrected without incurring additions to the Contract. The correction shall include all required cutting, patching, repainting, or other work involved, including repair or restoration of any damaged sections or parts of the premises resulting from any fault included in the guarantee.
- B. In addition to this general guarantee, present to the Owner and/or Engineer any other guarantees or warranties from equipment or system manufacturers. These supplemental guarantees or warranties shall not invalidate the general guarantee.

END OF SECTION

SECTION 16100

BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION

- A. All work specified in this Section shall comply with the provisions of Section 16010.
- B. This Section covers the basic electrical materials and installation methods that are applicable to Division 16.

PART 2 PRODUCTS

2.01 CONDUIT

- A. Galvanized rigid steel conduit (GRC) shall be low carbon, hot-dipped galvanized and to meet UL Standards and shall have threaded joints.
- B. Flexible metal conduit (FLX) shall be flexible steel conduit tubing and shall meet Underwriters Laboratories Standard for Flexible Steel Conduit.
- C. Steel conduit approved manufacturers are Allied, Southwire, Triangle, Republic, Wheatland and Pittsburg.

2.02 CONDUIT FITTINGS

- A. GRC conduit fittings shall be zinc-coated, ferrous metal and taper threaded type.
- B. Conduit connections to switchboards, motor control centers, transformers, panels, cabinets, and pull boxes with specific grounding requirements, shall have grounding wedge lugs between the bushing and the box or locknuts designed to bite into the metal.
- C. Each conduit end shall be provided with either an insulated throat connector or separate locknut and insulated bushing. Bushing shall be installed before any wire is pulled.
- D. Conduit fittings approved manufacturers are Raco, Steel City, O.Z Gendy, Thomas & Betts, Efcor and Appleton.

2.03 CONDUCTORS: Conductors shall be copper of 98% conductivity, 600 volt insulation. Sizes specified are AWG gauge for No. 4/0 and smaller and circular mils (MCM) for all sizes larger than No. 4/0. Conductors No. 10 and smaller shall be solid or stranded and type "THHN" or THWN" insulation. No. 8 and larger shall be stranded and type "THHN" or "THWN" insulation.

2.04 OUTLETS

- A. Outlet boxes and covers shall be of such form and dimensions as to be adapted to their specified usage, locations, size and quantity of conduit, and size and quantity of conductors entering the boxes.

- B. Flush ceiling outlets for surface or pendant mounted lighting fixtures shall be one-piece 4" square or octagonal pressed steel boxes. Boxes for devices in unfinished masonry walls or stud walls shall be pressed steel, square corner, sectional switch boxes, or shall be 4" square box with a square cornered tile wall cover, set flush with masonry construction. Boxes in concrete ceiling slab shall be octagonal, shallow concrete boxes. Welded boxes are not acceptable. Steel boxes shall be used with all steel conduit and type AC or MC cable. Boxes used in conjunction with ENT shall conform with the foregoing except shall be made of a high heat-resistant plastic suitable for fixture support and shall be specifically designed for use with ENT.
- C. All outlet boxes in plaster or masonry walls or ceiling shall be provided with plaster rings.
- D. Junction boxes and all outlets not indicated as containing wiring devices or lighting fixtures shall have covers. Covers for outlets in walls shall be as specified for wall switches and receptacles.
- E. Outlet boxes exposed to the weather and outlet boxes for vaportight lighting fixtures and devices shall be of cast corrosion resistant type.
- F. Outlet box approved manufacturers are Appleton, Raco, Steel City or Crouse-Hinds.

#### 2.05 DISCONNECT SWITCHES

- A. Disconnect switches shall be "heavy-duty" type enclosed switches of quick-make, quick-break construction. Switches shall be horsepower rated for 600 volts AC as required. Lugs shall be UL listed for copper and aluminum cable.
- B. Padlocking provisions shall be provided for padlocking in the "Off" position.
- C. Switches shall be furnished in NEMA I General Purpose enclosure unless noted otherwise. Switches located on the exterior of the building or in "wet" locations shall have NEMA 3R enclosures.
- D. Fused disconnect switches shall have rejection type fuse clips with dual element, current limiting fuses of rating shown.

#### 2.06 FUSES

- A. Provide all fuses. All fuses shall be of the same manufacturer. All fuses shall be of the high interrupting rating (200,000 Amps), current limiting type. Fuses shall be provided for each fuse cutout and the specified quantity of fuses shall be furnished for spares.
- B. Circuits 0 to 600 ampere shall be protected by rejection type, current limiting type. All dual-element fuses shall have separate overload and short-circuit elements. Fuse shall incorporate element having a 284 degree F. melting point alloy and shall be independent of the short-circuit clearing chamber. The fuse must hold 500% of rated current for a minimum of 10 seconds and be listed by Underwriter's Laboratories, Inc., with an interrupting rating of 200,000 amperes RMS symmetrical. The fuses shall be UL Class RK-1.
- C. Furnish and turn over to the Owner a minimum of one (1) set of spare fuses (set consisting of three fuses) for each type and rating of fuse used. When the number of fuse sets of the same type and rating actually installed exceeds five (5) sets, furnish an additional spare set of fuses for each five (5) or fraction thereof.
- D. Provide a cabinet in which to store all spare fuses.

## PART 3 EXECUTION

## 3.01 CONDUIT

- A. Rigid steel shall be used for service entrance and all feeders and branch circuits where exposed to damage.
- B. GRC shall be used for all underground feeders.
- C. Conduit shall be continuous from outlet to outlet, from outlet to cabinet, junction box and pull box. Conduit shall enter and be secured to all boxes, etc., in such a manner that each system will be electrically continuous from service to all outlets. All conduit from cabinets and junction boxes shall terminate in approved outlet boxes or conduit fittings. Conduit connections to any box which has no threaded hub shall be double locknotted.
- D. Provide junction boxes or pull boxes where shown and where necessary to avoid excessive runs or too many bends between outlets. The conduit sizes shown may be increased if desired to facilitate the pulling of cables.
- E. All conduit shall be concealed unless indicated otherwise. Install exposed conduit parallel with or at right angles to the building walls and support from walls or ceilings at intervals required by Code with approved galvanized iron clamps or hangers. Concealed conduit above the ceiling shall be supported independent of ceiling construction. Where ceilings of lay-in type are used, conduit must be installed high enough to permit removal of ceiling panels and lighting fixtures. Use threaded rods and hangers consisting of double-nutted threaded rods and "Unistrut" channels or angles of 12 gauge minimum steel for supporting multiple conduit.
- F. Minimum size conduit for branch circuits shall not be smaller than 1/2". Home runs shall extend from outlets shown to panel designated. Home runs shown shall not be combined. Home run conduit shall not be smaller than 3/4".
- G. At couplings, conduit ends shall be threaded so that they meet in the coupling. Right and left hand couplings shall not be used.
- H. Provide watertight conduit hubs on conduit terminating in a box or cabinet exposed to the weather.

## 3.02 FLEXIBLE CONDUIT:

- A. PVC extruded cover flexible conduit shall be used in making short flexible connections to rotating or vibrating machinery or equipment. The flexible conduit at these locations shall be as short as possible, but shall have a minimum length of 12".
- B. A green stranded bonding jumper shall be installed outside of all flexible conduit that extends directly from a non-flex conduit to a rotating or vibrating machine. Where a junction box is used, the green stranded bonding jumper shall be installed inside the flexible conduit and attached to the junction box and to the machine. When the bonding jumper is installed outside of the flexible conduit, plastic wire straps shall be used 6" o.c. to secure the jumper to the flexible conduit.

**3.03 WIRING**

- A. All conductors shall be installed in conduit. No conductors shall be pulled into the conduit until the conduit system is complete.
- B. Conductors shall be continuous from outlet to outlet and from outlet to junction box or pull box. All splices and joints shall be carefully and securely made to be mechanically and electrically solid with pressure type connectors. Where connection is made to any terminals of more than 30 amperes capacity and where conductors larger than No. 10 AWG are connected to any terminal, copper terminal lugs shall be bolted to the conductors. Where multiple connections are made to the same terminal, individual lugs for each conductor shall be used.
- C. Each conduit shall have a minimum of two (2) conductors pulled in unless that particular conduit is noted as being for systems other than electrical circuitry and/or future use or unless noted otherwise.
- D. Conductors for lighting and receptacle circuits shall have color coded jackets. The wiring shall be color coded with the same color used with its respective phase throughout the entire job as follows:
- E. The feeder and service entrance conductors shall be color coded by the use of colored plastic tape applied within 6" of each conductor end.
- F. Branch circuit conductors shall not be smaller than No. 12 AWG and where the home run from center of load exceeds 100'-0", the conductors from home run outlet to panel shall be No. 10 AWG minimum.
- G. Branch circuit wiring which supplies more than one fluorescent fixture through wireway of other fixtures shall be rated for use at 105 degrees C.
- H. For branch circuits terminating in outlet without device, leave minimum of 12" of slack wire coiled for connection of equipment.
- I. All conductors shall be identified with proper circuit numbers at terminals, junction boxes and at panelboards within 6" of conductor ends.
- J. Stranded conductors, #10 and smaller, shall be terminated at screw type terminals with fork type insulated wire terminals applied with manufacturer's tool.
- K. Conductor sizes are generally indicated in schedules and riser diagrams, otherwise follow rules of N.E.C.

**3.04 GROUNDING**

- A. Ground connections shall be in accordance with the 1993 National Electrical Code.
- B. Provide an insulated green bonding jumper from the grounding lug of all receptacles to a clip or a sheet metal screw in the outlet box. The ground wire installed behind the device mounting screws will not be acceptable.

- 3.05 CONNECTION TO EQUIPMENT:** Equipment furnished by the Owner or under other Sections, such as mechanical, signs, kitchen equipment, etc., will be installed by others. Provide electrical service and make the electrical circuit connection to this equipment.

- 3.06 EQUIPMENT ANCHORING: All items of electrical equipment, such as switchboards, panelboards, etc., shall be securely anchored to the building structure. The anchoring shall be accomplished by utilizing a minimum size of 3/8" steel anchor bolts in the structure and to the item of equipment. A minimum of two (2) anchor bolts shall be provided on each side of each item of equipment with the following exceptions:

Exception No. 1: If the equipment manufacturer includes more than two (2) anchor holes per side in the base or base frame of the equipment item, then there shall be one anchor for each anchor hole.

Exception No. 2: If the equipment manufacturer recommends a particular quantity greater than two (2) per side, then that quantity of anchors shall be provided.

END OF SECTION

## SECTION 16200 SERVICE AND DISTRIBUTION

## PART 1 GENERAL

## 1.01 DESCRIPTION

- A. All work specified in this Section shall comply with the provisions of Section 16010.
- B. Provide a complete electrical distribution system to 5 feet outside of the building per the drawings. The system shall include conduit stub-outs for the secondary service entrance, feeders, panelboards, etc., to provide a complete system.
- C. All distribution switchgear (branch circuit panelboards, etc.) shall be the unit responsibility of one manufacturer. All component parts of the above listed items shall be of the same manufacturer except where a written request for a deviation from this requirement has been approved prior to bid date.
- D. Shop drawings for equipment specified in this Section shall show that all specified requirements have been incorporated.
- E. All floor mounted distribution equipment shall be mounted on a 4" high concrete pad.

## 1.02 SECONDARY ELECTRICAL SERVICE

- A. The secondary service to the building shall be 120/240 volts, 1 phase, 3 wire, 60 Hertz AC, provided under another contract. Provide all conduit stub-out(s) and pull string(s) to a point 5 feet out from the building from indicated panelboard(s).
- B. The contractor shall provide ground rods, ground cables, and ground wires, so as to provide a complete grounding system as per NEC 250.

## PART 2 PRODUCTS

## 2.01 BRANCH CIRCUIT PANELBOARDS

- A. Panelboards (panels) shall be general purpose enclosures and shall be surface or flush mounted as indicated. Panels shall be of the automatic circuit breaker type, factory assembled by the manufacturer of the circuit breakers. Panels shall be for the voltage indicated with the quantity of poles and ampacity of circuit breakers shown.
- B. Boxes and trim shall be made from code gauge steel. Boxes shall be of sufficient size to provide a minimum gutter space of 4" on all sides. Boxes shall be minimum 20" width and 5-3/4" depth.
- C. Hinged door covering all device handles shall be included in all panel trim. Doors shall have flush-type cylinder lock and catch, except that doors over 48" in height shall have auxiliary fasteners at top and bottom of door in addition to flush-type cylinder lock and catch. Door hinges shall be concealed. All locks shall be keyed alike. Directory frame and card having a transparent cover shall be furnished with each panel door.
- D. Trims for flush panels shall overlap the box by at least 3/4" all around. Surface trims shall have the same width and height as the box. Trims shall be mountable by a screwdriver without the need for special tools. After installation, trim mounting mechanism or hardware shall not be accessible when panel door is closed and locked.

- E. All exterior and interior steel surfaces of the trim shall be cleaned and finished with gray paint over a rust-inhibiting phosphatized coating.
- F. All interiors shall be completely factory assembled with protective devices, wire connectors, and shall be so designed that devices may be changed without machining, drilling or tapping.
- G. Interiors shall be so designed that devices can be replaced without disturbing adjacent units and without removing the main bus connectors.
- H. Bus bars for the mains shall be of tin plated aluminum sized in accordance with U.L. Standards. Full size bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices.
- I. Phase bussing shall be full height without reduction. Cross and center connectors shall be of the same material as the bus.
- J. The neutral bus shall utilize set-screws to bond the neutral wire to the neutral bus through holes drilled in the neutral bar. A sheet copper neutral bus utilizing flathead screws to hold the neutral wires will not be acceptable.
- K. Spaces for future devices shall be included as indicated and shall be bussed for the maximum rated device that can be fitted into them.
- L. All circuit breakers shall be manually operated, thermal-magnetic, automatic, of the ampacity and poles as indicated. They shall be quick-make, quick-break, both on manual and automatic operation. Breakers shall be over-the-center toggle operating type, with the handle going to a position between ON and OFF to indicate automatic tripping. All multi-pole breakers shall have internal common trip. Breakers shall have a minimum of 22,000 RMS symmetrical amperes interrupting capacity unless designated otherwise. The breakers furnished shall be determined by the specifications and by the minimum U.L. labeled RMS symmetrical amperes interrupting capacity at circuit voltage. All circuit breakers shall be bolted on and rigidly braced.
- M. Panels having sub-feed lugs for feeding through shall have 8" minimum extra gutter space at the lug end and on one side.
- N. Each panel as a complete unit shall have a short-circuit current rating equal to or greater than the equipment rating indicated.
- O. Panels shall be as manufactured by Square D, Westinghouse, ITE/Siemens, or General Electric.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Provide a typewritten directory under plastic for all panelboards with spares marked in pencil.
- B. Provide all necessary hardware to level and secure the switchgear as required by the manufacturer's instructions. Make all electrical connections for supply and load circuits and leave in operating condition.
- C. Clean enclosure of all switchgear of all foreign matter, including dust.

END OF SECTION

SECTION 16300

LIGHTING

PART 1 GENERAL

1.01 DESCRIPTION:

- A. All work in this Section shall comply with the provisions of Section 16011.
- B. Provide all lighting fixtures and lamps as specified herein and as shown.
- C. All lamps shall be operating at the time of the final inspection.
- D. Confirm exact locations of all lighting fixtures by coordination with the Architectural and electrical plans.
- E. Ceiling type at pavilions is exposed trusses with continuous decking at roof structure. Verify before ordering lighting fixtures.
- F. Each lighting fixture shall have been tested and certified for proper operation by the fixture manufacture for the type mounting called for.
- G. Lamps and ballasts shall be compatible.

PART 2 PRODUCTS

2.01 LAMPS:

- A. The type lamps shall be as specified with each lighting fixture and shall be suitable for use in the fixture for which it is specified.
  - 1. The lamp catalog number is given as a standard of the quality and performance required. Equal lamps by General Electric, Sylvania or Phillips/Westinghouse will be acceptable. When a lamp manufacturer's name is used along with the catalog number in the lighting fixture schedule, it is considered unequaled by any other lamp and shall not be substituted. The lamp performance with energy conserving ballasts furnished under this Section shall be certified by a nationally recognized independent testing laboratory.
  - 2. Energy conserving and standard (non-energy conserving) fluorescent lamps shall be by the same manufacturer.
- B. Fluorescent Lamps:
  - 1. Fluorescent lamps shall be as specified in Lighting Fixture Schedule, or 3500 K.
  - 2. Lamps shall be listed by manufacturer as suitable for use on the ballasts intended for use.
- C. High Intensity Discharge (HID) lamps shall be the voltage and type specified in the lighting fixture schedule.

2.02 BALLASTS:

- A. Provide ballasts of the proper voltage rating to match the circuit voltage from which the units are supplied.

- B. Fluorescent ballasts shall be the high power factor type, Class "A" sound rating, non-PCB, CBM certified and shall have an automatic resetting thermostat to provide Class P ballast protection.
  - C. Energy conserving fluorescent ballasts shall be CBM certified for full light output. Energy conserving rapid start lamp ballasts shall have an average input wattage of 86 watts when operating two (2) F40T12 rapid start fluorescent lamps in ambient of 77 F. Energy conserving ballasts shall be CBM certified for operation of standard fluorescent lamps as well as energy conserving lamps specified herein.
  - D. Ballasts for High Intensity Discharge (HID) lamps shall be Constant Wattage Autotransformer (CWA) type or equal type with 90% minimum power factor.
  - E. Ballast for Octron or other T-8 lamps shall be electronic ballast as manufactured by Howard Industries, Advance or equal.
- 2.03 DIFFUSERS: All wraparound lenses shall be virgin acrylic, one-piece and injection molded.
- 2.04 LIGHT FIXTURE TYPES:
- A. Most lighting outlets are lettered or groups of outlets are indicated by a letter.
  - B. Each lighting fixture shall have a manufacturer's label affixed and shall comply with the requirements of all authorities having jurisdiction.
  - C. The lighting fixtures that are indicated by the letters shall be as indicated on the Lighting Fixture Schedule.
- 2.05 LIGHTING CONTROL:
- A. Provide a Photo/Control system for exterior lighting. Photocontrol shall operate contactor(s) to energize the circuits whenever natural lighting falls below 25 footcandles.
  - B. Provide 20A multipole contactors as required to control exterior lighting.

### PART 3 EXECUTION

- 3.01 SUPPORT OF LIGHTING FIXTURES: All pavilion lighting shall be surface mounted on the ceiling. The fixtures shall be supported in a manner that will insure the fixture weight being equally distributed from each support and the fixture remaining in a level position.
- 3.02 AIMING OF ADJUSTABLE LIGHT FIXTURES: All fixtures with lamp position, tilt, shutters, rotation, or other types of adjustment shall be rough adjusted at the time of installation. The Engineer or his representative will determine the final inspection. Fixtures serving areas where daylighting is predominant will be adjusted after sunset.

END OF SECTION

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-243-1

CODE: (SP)

DATE: 06/03/2004

SUBJECT: Landscape Mowing

Section 907-243, Landscape Mowing, is added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

## SECTION 907-243 - LANDSCAPE MOWING

**907-243.01--Description.** Landscape mowing shall consist of mowing areas indicated on the plans or established by the Engineer during the life of the contract. Mowing shall be accomplished in the manner, at the times and for the purpose set forth in the contract all as ordered by the Engineer.

**907-243.02--Blank.**

**907-243.03--Construction Requirements.**

**907-243.03.1--Equipment.** Equipment used shall be approved mowers suitable to perform the work, and shall be subject to the requirements of Subsection 108.05. Lawn type mowers shall be used around structures and areas adjacent thereto. Field type mowers may be used on other areas.

**907-243.03.2--Mowing.** The Contractor shall perform the work on areas designated on the plans or established by the Engineer. The Contractor shall take full advantage of weather and soil conditions, and no attempt shall be made to mow while the areas are deemed to be wet enough to cause damage to the soil or vegetation. Care shall be taken to use methods and mowers that will provide even, uniform mowed areas, and not damage adjacent vegetation and structures.

Areas shall be mowed to the height shown on the plans or established by the Engineer.

If deemed necessary, the Contractor shall immediately remove, by raking, excess grass clippings from the mowed areas and trim vegetation adjacent to structures.

If any time during the mowing operation the Engineer determines that the equipment or operators of the equipment are not performing satisfactorily, he may require change or adjustment of the equipment or operator.

**907-243.04--Method of Measurement.** Acceptable mowed areas, specified or ordered, will be measured by each mowing.

**907-243.05--Basis of Payment.** Landscape mowing, measured as prescribed above, will be paid for at the contract unit price per each mowing, which price shall be full compensation for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-243-A: Landscape Mowing - per each

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-244-1

CODE: (SP)

DATE: 06/04/2004

SUBJECT: Tree Pruning

Section 907-244, Tree Pruning, is added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

## **SECTION 907-244 -- TREE PRUNING**

**907-244.01--Description.** This work shall consist of selective removal of existing tree branches and growth, to improve the visual appearance, site conditions regarding future maintenance, and overall health of existing trees on the site. The selection of trees to be pruned shall be determined by the Engineer. Extents to which pruning is required shall be in accordance with this specification to the satisfaction of the Engineer.

**907-244.01.1--Qualifications.** Contractor shall be licensed as a tree surgeon by the State of Mississippi, and having a minimum of two consecutive years experience in this area of work, having performed similar work. Contractor shall provide a minimum of three references and a list of similar project with the Client's names, addresses, and telephone number, when requested by the Engineer.

**907-244.01.2--Field Investigation.** Contractor shall visit the job site and become familiar with the nature and location of the work, existing conditions, and other conditions that he will be obligated to operate in the performance of the work.

**907-244.02--Materials.** Pruning seal shall be an asphaltum paint, formulated for the specific purpose of being used as a seal for tree cuts. Material shall be an aerosol or brush applied material. Submit six copies of manufacturer's product data for review and approval of the Engineer.

### **907-244.03--Construction Requirements.**

**907-244.03.1--Pruning.** Using tools satisfactory for work of this nature, remove all dead wood, insignificant sucker growth, material causing strain on limbs and trunks, and all limbs that are in conflict with limbs of other trees or with buildings. Remove lower limbs of trees that may interfere with street, or parking lot, traffic or with the Department's maintenance vehicles. Where street traffic is not a concern, prune lower limbs to a clearance of eight feet.

Do not cut limbs at the base flush with the main trunk. Cuts shall be made outside of the collar of the limb at its intersection with the main trunk. This shall also apply to dead limbs which are removed.

Seal all cuts two (2) inches in diameter or greater, and any cuts which have been previously cut or broken, with asphaltum tree paint. Liquid applied paint shall require one coat. Aerosol paint shall require two (2) coats.

**907-244.03.2--Clean Up.** Remove all limbs, leaves, and pruning debris, and dispose of material to the satisfaction of the Engineer.

**907-244.04--Method of Measurement.** Tree Pruning of the size of tree specified will be measured per each as noted on the drawings or as selected by the Engineer. Diameter of trees shall be as measured four and one-half feet (4 1/2') above ground at the base of the tree.

Separate measurement for payment will not be made of any individual unit, operation, or incidental item involved in the work.

**907-244.05--Basis of Payment.** Tree Pruning as prescribed above shall be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials and supplies, for performing all work necessary, and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-244-A: Tree Pruning, Size - per each

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-258-2

CODE: (SP)

DATE: 07/14/2004

SUBJECT: Miscellaneous Rest Area Facilities

PROJECT: STP-0008-01(085) / 103976 -- Stone County

Section 907-258, Miscellaneous Rest Area Facilities, is hereby added to and made a part of the 2004 Standard Specifications for Road and Bridge Construction as follows:

## **SECTION 907-258 -- MISCELLANEOUS REST AREA FACILITIES**

**907-258.01--Description.** This item shall consist of constructing and installing concrete picnic tables and benches, wooden picnic tables and benches, charcoal grills, drinking fountains, trash receptacles, sewage dump station, sign (masonry and stone), and cast stone benches, each complete in place, in accordance with these Specifications and in reasonably close conformity with the locations, lines, grades, configurations, dimensions and other requirements shown on the plans or established.

### **907-258.02--Materials.**

A. **General.** Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of these Specifications and the plans shall conform to the provisions and requirements prescribed in the sections of the Standard Specifications for the several items which constitute the complete structure.

All items will require approval by the Engineer from the manufacturer. Submit six (6) copies of brochures or shop drawings for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

B. **Concrete Picnic Table and Benches.**

1. **Concrete.** Concrete for table top, seat top, and end supports shall be Class "A" Concrete. Concrete for table slabs will be paid for as concrete sidewalks.
2. **Reinforcing Steel.** Reinforcing steel shall conform to Section 711.
3. **Paint for Table top and Seats.** Paint or coating for table top and seats shall be an approved chlorinated rubber paint conforming to or exceeding Federal Specifications Number TT-P-91-D.

C. **Wooden Picnic Tables.** Wooden Picnic Tables shall be the model number 238-6GT, 6 feet long with galvanized pipe frame and treated wood top and seats, as manufactured by

Iron Mountain Forge, Farmington, Missouri, or approved equal.

Picnic tables shall be secured to the existing pavilion floor with lead shields, anchors, or other means as approved by the Engineer.

D. Charcoal Grill.

1. Charcoal Grill. Charcoal Grill shall be the Model 200-X Rotating Grill with post as manufactured by Iron Mountain Forge, Farmington, MO 63640, or approved equal. Post shall be set within a Class C concrete footing, size as recommended by manufacturer.

E. Drinking Fountain.

1. Waste Pipe. Waste pipe shall be of the size and type as shown on the plans and shall be standard PVC drain waste and vent piping.
2. Drain Pipe. Drain pipe shall be the size shown on the plans and shall conform to or exceed Commercial Standard CS 272-65 or CS 272.65.
3. Drinking Fountain. The drinking fountain shall be designed similar to the details shown on the plans, freeze-proof, and conforming to approved Handicapped Standards by the Engineer.
4. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have an approved exposed aggregate finish to match the finish on the adjacent sidewalk.
5. Valves (Stop and Drain). The cut-off valve shall be a standard brass stop and drain cut-off valve of the proper size and type as shown on the plans.

F. Trash Receptacle.

1. Trash Receptacle. The trash receptacle shall be the Aspen Series R-38 Standard with hinged top, leveling devices, galvanized metal liner, and hardware to secure the receptacle to the sidewalk, Empire Green in color with desert brown stone panels, model #R-38HT-202, as manufactured by United Receptacle, Inc., Pottsville, PA 17901-0870, or approved equal.
2. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have an approved broom finish to match the finish on the sidewalk.

G. Water Hydrant.

1. Water Hydrant. Steel body, self-closing, anti-freezing hydrant with heavy stainless operating springs, with ¾-inch supply as the model M-175 hydrant as

manufactured by Murdock, Cincinnati, OH 45204, or approved equal. Color shall be selected by the Engineer.

2. Concrete. Concrete unless otherwise specified shall be paid for as sidewalk and have an approved broom finish to match the finish on the sidewalk.
3. Valves (Stop and Drain). The cut-off valve shall be standard brass stop and drain globe-type cut-off valve, in the same size as the supply line, located within a plastic valve box.

H. Travel Trailer Sewage Dump Station Modifications.

1. Sewage Dump Station. The sewage dump station shall be constructed similar to the details shown on the plans, with Schedule 40 galvanized steel pipe and fittings complete with vacuum breaker, and hose, in accordance with the plan details, and State Health Department min. standards.
2. Concrete. Concrete unless otherwise specified shall be Class "B" conforming to Section 804 of the Standard Specifications and have an approved trowel finish.
3. Stand Pipe. Water stand pipe shall be standard galvanized Schedule 40 of the size shown on the plans.
4. Vent Pipe. Vent pipe shall be standard galvanized Schedule 40 of the size shown on the plans.
5. Signs. The signs shall be designed as shown on the details on the plans, constructed of 0.080-inch aluminum or 14 Ga. galvanized steel. the signs shall be manufactured by an approved sign company. Submit shop drawings.

I. Cast Stone Bench. Cast stone benches shall be constructed from the same material or an approved equal material as concrete picnic tables and benches.

J. Sign (Masonry and Stone).

1. Brick and Mortar. Brick and mortar shall be produced by the same manufacturer(s), and the be same type and kind (including bullnose and watertable units), and shall match the existing brick used on the Welcome Center Building, or approved equal.
2. Concrete Masonry Units. Hollow non-load bearing, light-weight aggregate, concrete masonry units conforming to ASTM C331-64T. Units shall be normal modular size for typical 3/8 inch mortar joint.
3. Concrete. Concrete unless otherwise specified shall be Class "B" conforming to Section 804 of the Standard Specifications.

4. Reinforcing Steel. Reinforcing steel shall conform to Section 711.

5. Precast Architectural Panel.

a. General:

Cement: Portland Cement conforming to ASTM Designation: C 150, Type I or III.

Fine and coarse aggregate: Conform to ASTM Designation: C 33. Variations from aggregate gradations are permissible for the facing mix.

Reinforcement shall conform to ASTM Designation: C 185 for welded wire fabric.

Hot-dip galvanizing shall conform to ASTM Designation: A 153

Anchoring devices, inserts, etc., shall be either galvanized or corrosion resistant types approved by the Architect and as detailed on the drawings.

b. Textures and Finishes.

Precast architectural concrete shall be honed finish, lightly textured, approximating finish of limestone, with color as selected by Owner and Architect.

c. Fabrication.

Precast architectural concrete shall be sufficiently reinforced to withstand conditions on the sign, including handling and erection stresses. Deformed bars with 1 inch or less clearance to an exterior face shall be galvanized.

Fabricate units straight, smooth, and true to size and shape, with exposed edges and corners precise and square unless otherwise indicated.

Provide reglets, slots, holes, and other accessories in units to receive cramps, dowels, reglets, waterstops, flashings, and other similar work as indicated.

Arises, inscriptions and details shall be faithfully executed to the Engineer's design.

Mark each precast item to correspond to identification mark on shop drawings.

Location of anchors, inserts and blockouts shall be +/- 3/8 inch from center line of location shown on drawings.

At welded connections apply rust-inhibitive coating on damaged areas, same as shop-applied material. Use galvanizing repair coating on galvanized surfaces.

d. Mixes.

Standard 6 inch by 12 inch cylinder strength of precast concrete shall not be less than 5,000 psi at 28 days when tested in accordance with ASTM Designation: C 39.

Absorption shall not be less than 3 percent and not more than seven (7) percent when tested in accordance with ASTM Designation: C 97.

Minimum thickness of facing mix shall be 1 1/2 inches thick.. Backup concrete may be made with grey cement and aggregates conforming to requirements for cast-in-place concrete.

e. Joint Material. Joint material shall be as recommended by the precast architectural concrete manufacturer, and as approved by the Engineer.

6. Letters and Symbols. Letters (including custom letters) and symbols shall be brass, in the shapes and sizes noted on the drawings, as manufactured by Metal Arts, A. R. K. Ramos, or Matthews.

The Engineer will provide camera ready art work of the symbols and custom letters to the Contractor for the manufacturer.

Method(s) of attaching letters and symbols to precast architectural concrete panel shall be approved by the Engineer.

- K. Metal Bench. Garden-Style, all-steel bench, 6-foot long, green color, as Bench 118 series as manufactured by DuMor, Inc., Mifflintown, PA 17059-0142, or approved equal.

Bench shall be secured to pavement. Method of securing shall be reviewed with and approved by the Engineer.

- L. Car Stop. Car stops shall be six (6) foot long concrete curb (car) stops as manufactured by Jackson Ready Mix Company, Jackson, MS, or approved equal. Curb stops shall be secured to pavement with No. 3 reinforcing bars, 24 inches long.

**907-258.03--Construction Requirements.**

- A. General. The method of construction, unless otherwise stipulated, shall conform to the provisions and requirements where applicable, prescribed in the standard specifications with the additions shown hereafter. All work shall be performed in a good workmanlike manner, to the satisfaction of the Engineer.

- B. Concrete Picnic Tables and Benches. Concrete picnic tables and benches shall be constructed to the detailed dimensions shown on the plans. The handling and placing of concrete shall conform to Section 804. The top and edge surfaces of the table and benches shall receive a slick smooth finish.

The concrete shall be free of honeycomb and air pockets and in no case have a slump greater than one and one-half inches.

The ground under the slab shall be graded or shaped and compacted when necessary to insure a smooth, firm foundation for the slab. The ground adjacent to the slab shall be sloped to drain away from the slab in a manner so as to preserve the natural shape of the terrain as close as possible.

The concrete slab shall be poured around the table and benches in place and correctly aligned. Care shall be taken to place the expansion joint material around the top and bench supports as shown on the plans in a neat, secure manner. The slab shall be sloped to drain and receive an approved exposed aggregate finish to match the finish on the sidewalk.

The placing and fastening of reinforcement shall conform to Section 805.

The table shall be located as shown on the plans and as directed by the Engineer.

- C. Wooden Picnic Tables and Benches. Wooden picnic tables and benches shall be constructed to the dimensions and details shown on the plans. The tables shall be constructed by skilled carpenters in an approved manner so as to provide a strong, neat, well constructed table.

The table shall be located and secured in an approved manner as shown on the plans and as directed by the Engineer.

- D. Charcoal Grill. The charcoal grill shall be mounted securely to the support pipe in an approved manner as recommended by the manufacturer of the grill, with a locking device to make it as vandal proof as possible. The support pipe shall be set plumb and to the height as shown on the plans. The support pipe shall be set in concrete picnic table slab and shelter building slab during the placement of concrete. The grill shall be located as shown on the plans or as directed by the Engineer. The design of the grill proposed for use shall be submitted to the Engineer for approval.

- E. Drinking Fountain. The drinking fountain shall be installed by skilled plumbers, concrete finishers, and workmen in an approved manner to the satisfaction of the Engineer, to the dimensions and details shown on the plans, or approved by the Engineer.

The fountain drain shall be located to drain to the existing drain field or an approved ditch as directed by the Engineer.

The concrete base shall be constructed as shown on the plans or as directed by the Engineer. The concrete will be paid for as concrete sidewalks.

- F. Trash Receptacle. The trash receptacle shall be installed on and secured to a square concrete pad four inches thick, with outside dimensions six inches greater than the width of the trash receptacle, in locations designated by the Engineer.

The excavation when required to place the trash receptacle into the ground shall be disposed of as directed by the Engineer.

The concrete shall be placed and brought to a broom finish to match the sidewalk in an approved manner. On locations adjacent to existing sidewalks, top of concrete pad for the receptacle shall meet flush with existing walk. Slope elevation of pads no more than 1/8 inch per foot in order that water will not stand.

The method to secure the trash receptacle to the concrete pad shall be submitted to the Engineer for approval.

- G. Water Hydrant. The hydrant shall be installed on and secured to a square concrete pad 4 inches thick, with outside dimensions six inches greater than the width of the hydrant, in locations designated by the Engineer.

The excavation when required to place the hydrant into the ground shall be disposed of as directed by the Engineer.

The concrete shall be placed and brought to a broom finish to match the sidewalk in an approved manner. On locations adjacent to existing sidewalks, top of concrete pad for the hydrant shall meet flush with existing walk. Slope elevation of pads no more than 1/8 inch per foot in order that water will not stand.

The method to secure the hydrant to the concrete pad shall be submitted to the Engineer for approval.

- H. Cast Stone Bench. The cast stone benches shall be a similar design and size as shown on the plans. Brochures or shop drawings shall be submitted.

The benches shall be secured to the sidewalk or bench pad in an approved manner with epoxy cement or other approved cement, to the satisfaction of the Engineer.

- I. Travel Trailer Sewage Dump Station. The travel trailer sewage dump station shall be constructed by skilled plumbers, concrete finishers, and workmen in an approved manner to the satisfaction of the Engineer, to the details and dimensions shown on the plans.

- J. Sign (Masonry and Stone).

The excavation required to place the sign into the ground shall be disposed of as directed by the Engineer.

The concrete base shall be constructed as shown on the plans or as directed by the Engineer. The placing and fastening of reinforcement shall conform to Section 805.

Concrete Masonry Unit and Brick construction shall be in accordance with Section 611, and to the satisfaction of the Engineer.

Set precast architectural concrete panels straight, plumb, level, and square. Clean exposed facings to remove dirt and stains which may be on the units after erection and completion of joint treatments. Wash and rinse in accordance with precast manufacturer's recommendations. Protect other work from damage due to cleaning operations. Do not use cleaning materials or processes which could change the character of exposed concrete finishes.

Attach letters and symbols in accordance with the drawings, approved shop drawings, and to the satisfaction of the Engineer.

- K. Metal Bench. Install bench in strict accordance with the manufacturer's written instructions.

The method to secure the trash receptacle to the concrete pad shall be submitted to the Engineer for approval.

- L. Car Stop. Drive reinforcing bars through holes in car stop and through new asphalt pavement. Top of reinforcing bar shall be driven to a point  $\frac{1}{4}$  inch below the top of the car stop.

**907-258.04--Method of Measurement.** Miscellaneous Rest Area Facilities, constructed and complete in accordance with the requirements of the contract, and accepted, will be measured by the unit quantity (per each unit).

A unit of concrete picnic tables and benches shall consist of one table, two benches, the concrete slab shall be as indicated on the plans.

A unit of wooden picnic tables and benches shall consist of one table, two attached benches, and the concrete anchor and chain when required.

A unit of cast stone bench shall consist of one bench seat and three bench supports.

A unit of travel trailer sewage dump station shall consist of one tower, one drain, signs and concrete as shown in the plan details.

A unit of sign (masonry and stone) shall consist of all concrete, steel, masonry elements, letters, as symbols shown on the plans.

A unit of metal bench shall consist of one bench.

Separate measurement for excavation and other individual items will not be made, it being understood that the cost thereof is included in one contract price bid per complete items.

**907-258.05--Basis of Payment.** Charcoal grills, drinking fountains, concrete picnic tables and benches, wooden picnic tables and benches, trash receptacles, water hydrants, travel trailer sewage dump station, sign (masonry and stone), cast stone benches, and car stops each unit shall be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

- 907-258-A: Charcoal Grill - per each
- 907-258-B: Drinking Fountain - per each
- 907-258-C: Concrete Picnic Table and Benches - per each
- 907-258-D: Wooden Picnic Table and Benches - per each
- 907-258-E: Trash Receptacle - per each
- 907-258-F: Water Hydrant - per each
- 907-258-G: Travel Trailer Sewage Dump Station - per each
- 907-258-H: Cast Stone Bench - per each
- 907-258-I: Sign, Masonry and Stone - per each
- 907-258-J: Metal Bench - per each
- 907-258-N: Car Stop - per each

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-282-1

CODE: (SP)

DATE: 07/20/2004

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-Clic 2 Rain Sensor #502, as manufactured by Glen Hilton, or approved equal.

**907-282.02.9--Backflow Preventer.** Backflow preventer shall be a No. 009 series Reduced Pressure Backflow Preventer as manufactured by Watts Regulator Company, Lawrence, MA., 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--Backflow Preventer.** Backflow preventer shall be set in a level horizontal position twelve inches above grade inside of an insulated backflow preventer box, as noted on the plans.

**907-282.03.13--Testing.** The tests shall be performed in the presence of the Engineer.

**907-282.03.13.1--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.

**907-282.03.13.2--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.

**907-282.03.14--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.

**907-282.03.15--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.

**907-282.04.9--Backflow Preventer.** Where noted on the plans, backflow preventer, complete and in place, will be measured per each.

Installation of backflow preventer box, backfilling, miscellaneous fittings and piping, gravel, adjusting, and connection to piping 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, and Backflow Preventer.** 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, Type - per each
- 907-282-B: Piping, Size - per linear foot
- 907-282-C: Sleeves Size - 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: Backflow Preventer ( <u>Size</u> )	- per each
907-282-J: 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. 907-288-1

CODE: (SP)

DATE: 06/04/2004

SUBJECT: Site Grading

Section 907-288, Site Grading, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## SECTION 907-288 -- SITE GRADING

**907-288.01--Description.** This work shall consist of grading, shaping, excavating, filling, and dressing around the completed facilities and other areas within the site as specified or as deemed necessary by the Engineer to provide a pleasing appearance and adequate drainage.

Ordinarily under this specification, site grading, no more than two feet of excavating and filling will be required.

**907-288.02--Blank.**

**907-288.03--Construction Requirements.**

**907-288.03.1--Equipment.** Equipment used shall be approved tractors conforming to Subsection 108.05 and capable of performing the work in an approved manner to the satisfaction of the Engineer. The equipment shall be of the type to provide a smooth, uniform finish to the surface of the ground when finish grading is performed without leaving undesirable track or other equipment marks on the finished ground.

**907-288.03.2--Construction Methods.** At the earliest practical time, as determined by the Engineer, this work shall proceed, provided favorable soil moisture conditions exist for construction.

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

Areas within the site required by the Engineer to be site graded only shall be graded, shaped, and dressed meeting the approval of the Engineer.

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

Desirable vegetation including trees shall not be damaged or destroyed by the Contractor's operations.

**907-288.04--Method of Measurement.** Acceptable areas of site grading will be measured by the square yard.

**907-288.05--Basis of Payment.** Site grading, measured as prescribed above, will be paid for at the contract unit price bid per square yard, which price shall be full compensation for the necessary grading, shaping, excavating, filling, and dressing all materials within the limits of the work necessary for properly grading the site, and for completing all incidentals thereto, and for all equipment, tools labor, supplies, and incidentals necessary to complete the work.

Payment will be made under:

907-288-A: Site Grading

- per square yard

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-290-1

CODE: (SP)

DATE: 07/15/2004

SUBJECT: Flagpole

Section 907-290, Flagpole, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

## SECTION 907-290--FLAGPOLE

**907-290.01--Description.** This work shall consist of furnishing all materials and erecting a flagpole as indicated on the plans or established.

### **907-290.02--Materials.**

**907-290.02.1--General.** Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of this Special Provision, shall conform to the applicable sections of the Standard Specifications.

**907-290.02.2--Concrete for Flagpole Footing.** Concrete for the flagpole footing shall conform to Class "B" Concrete, meeting the requirements of applicable subsections of Section 804 of the Standard Specifications.

**907-290.02.3--Flagpole.** The flagpole shall be an approved tapered aluminum flagpole, having an approximate 30-foot exposed height. The pole shall be complete with a 14 gauge aluminum ball gold finish finial, umbrella type revolving truck, tiedown cleat with matching (material) cover capable of being padlocked in position over the tiedown cleat, two No. 10 (5/16") polypropylene halyards with solid bronze swivel snaps per halyard, and ornamental base collar.

The pole shall be made from 6063T6 extruded aluminum tubing with approximately one inch every five to six feet straight taper, with a butt diameter of approximately six inches and top diameter of approximately three and one half inches and have an approved satin finish.

**907-290.02.4--Descriptive Data.** Six (6) copies of material descriptive data, in the form of brochures or shop drawings, shall be submitted for review and approval prior to installation of the materials.

**907-290.03--Construction Requirements.** The flagpole shall be erected plumb in an approved manner to the satisfaction of the Engineer and in accordance with the manufacturer's details and recommendations. Material excavated in flagpole construction shall be disposed of as directed by the Engineer.

**907-290.04--Method of Measurement.** Flagpole, complete in place and accepted, will be measured per each. Separate measurement for payment will not be made of any individual unit, operation, or incidental item involved in this construction.

**907-290.05--Basis of Payment.** Flagpole, measured as provided above, will be paid for at the contract unit price per each complete unit, which price shall be full compensation for furnishing all materials and supplies, for all excavation, backfilling and disposal of surplus material, and for any other work required to complete the flagpole installation.

Payment will be made under:

907-290-A: Flagpole - per each

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-611-2**

**CODE: (SP)**

**DATE: 05/12/2004**

**SUBJECT: Unit 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 Unit Pavers Only.

**907-611.01--Description.** This work shall consist of providing and installing unit pavers upon a structural granular base and sand leveling bed, complete, with the locations, grades, lines, configurations, dimensions and other requirements shown on the plans or established in the field.

**907-611.02--Materials.**

**907-611.02.1--General.** All materials used in this construction shall be approval by the Engineer. The Contractor shall submit six (6) copies of brochures and color charts for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

**907-611.02.2--Granular Material.** Granular material shall be Class 3 Group C granular material conforming to the requirements of the Standard Specifications.

**907-611.02.3--Sand Laying Course.** Sand for bedding and joints shall conform to ASTM Designation: C 33 meeting the following requirements.

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 to 100
No. 8	85 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

**907-611.02.4--Unit Pavers.** Materials shall meet the following requirements: Average compressive strength exceeding 8,000 psi; Average absorption rate of less than 5 percent; and minimum 2-3/8 inch thickness. Pattern, size, and texture shall be as noted on the drawings. Color shall be selected by the Engineer, however, pigment in pavers shall conform to ASTM Designation: C 979. Pavers used for handicap ramps shall have truncated domes as required by the Americans with Disabilities Act (ADA). Pavers shall be as manufactured by Pavestone Company, Austin, TX, or approved equal.

Sand swept in between pavers on handicap ramps shall be treated with Surebond SB-1370 Joint Sand Stabilizer/ Masonry Sealer, as manufactured by Surebond East, Camden NC 27921, or approved equal.

**907-611.02.5--Concrete Band.** Concrete bands shall meet the following requirements:

Class B Concrete shall conform to the requirements of the Standard Specifications.

Expansion Joint shall be 1/2-inch thick bituminous fiber expansion joint material, ASTM Designation: D 1751, or Preformed Asphaltic Expansion Joints conforming to the Standard Specifications for Preformed Expansion Joint Fillers for Concrete (Nonextruding and Resilient Types) AASHTO Designation: M 213 for bituminous types.

**907-611.02.6--Sealant.** The sealant shall be a clear, waterproofing and stain repellent sealant, manufactured for application on unit pavers. The Contractor shall submit six (6) copies of literature for approval prior to ordering the sealant. The sealant shall not reduce the abrasion (traction) capabilities of the unit pavers.

**907-611.03--Construction Requirements.**

**907-611.03.1--Examination.** The Contractor shall verify that the substrate is level, smooth, capable of supporting pavers and imposed loads, and ready to receive work of this Special Provision. The Contractor shall verify that the gradients and elevations of the substrate are correct.

**907-611.03.2--Granular Material Base.** The Contractor shall construct the base to the grades and in the thickness required as delineated on the drawings and in accordance with the Standard Specifications.

**907-611.03.3--Sand Laying Course.** Sand shall be spread to a maximum depth of one inch. The sand mix shall be compacted to a 95% standard proctor density. The course shall serve as the leveling bed for the pavers; however, elevations should be +1/4 inch to allow for final rolling/compaction following installation of pavers.

**907-611.03.4--Unit Pavers.** The Contractor shall perform the following items of work:

Install paver units in the pattern as noted on the drawings, from straight reference edge, with hand tight joints and uniform top surface.

Place half units, special shaped or cut units, and pre-cast units at edge and interruptions. Maintain tight evenly spaced joints. Make lines true to intended paving geometry.

Maximum Joint Gap: 1/8 inch. Leave open throughout installation.

Upon completion of installation uniformly tamp, or roll, pavers to required grade.

Sprinkle sand over surface, sweep into joints and moisten. Top of finished joint shall be 1/2 inch below paver. Secure sand in handicap ramps with joint sand stabilizer/ masonry sealer in strict accordance with the manufacturer's written instructions.

Apply clear sealant to pavers and elastomeric joint material at the appropriate time(s) that work will not be damaged by paver finishing operations. Materials shall be installed in strict accordance with the manufacturer's written instructions.

**907-611.03.5--Protection of Finished Work.** The Contractor shall not permit traffic over unprotected paver surface. The paver surface shall be protected with a layer of excess sand, sheets of plywood sheathing, or other method acceptable to the Engineer.

**907-611.03.6--Cleaning.** Soiled surfaces shall be cleaned using a cleaning solution; Do not harm pavers, joint materials, or adjacent surfaces. Non-metallic tools shall be used in cleaning operations. Surfaces shall be rinsed with clean water. Paving surfaces shall be broom cleaned. Excess sand shall be disposed of properly.

**907-611.04--Method of Measurement.** Unit Pavers, complete in place and accepted, will be measured by the square foot.

Concrete Band, complete in place and accepted, will be measured by the linear foot.

Costs associated with excavation required for granular material and concrete band, granular material, and sand laying course will not be measured for separate payment.

**907-611.05--Basis of Payment.** Unit Pavers shall be paid for at the contract unit price bid per square foot, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Concrete Band shall be paid for at the contract unit price bid per linear foot, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-611-D: Unit Pavers - per square foot

907-611-E: Concrete Band - per linear foot

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-626-3**

**CODE: (SP)**

**DATE: 07/21/2004**

**SUBJECT: Thermoplastic Markings**

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

**907-626.03.1.2--Construction Details.** After the first sentence of the eighth paragraph of Subsection 626.03.1.2 on Page 445, add the following:

For 4-inch stripe, additional beads by the drop-on method shall be applied at a rate of not less than two pounds of beads per 100 feet of four-inch stripe.

**907-626.04--Method of Measurement.** After the second paragraph of Subsection 626.04 on Page 445, add the following:

Four-inch equivalent detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than four inches in width will be converted to equivalent lengths of four-inch stripe.

After the last paragraph of Subsection 626.04 on Page 446, add the following:

When transverse railroad bands, pedestrian crosswalks and stop lines are measured by the linear foot of 4-inch equivalent stripe, stripes more than four inches in width will be converted to equivalent lengths of four-inch widths.

**907-626.05--Basis of Payment.** Add the following pay items to the list of pay items on page 446.

- 907-626-A: 4" Thermoplastic Traffic Stripe, Skip White - per linear foot or mile
- 907-626-B: 4" Thermoplastic Traffic Stripe, Continuous White - per linear foot or mile
- 907-626-C: 4" Thermoplastic Edge Stripe, Continuous White - per linear foot or mile
- 907-626-D: 4" Thermoplastic Traffic Stripe, Skip Yellow - per linear foot or mile
- 907-626-E: 4" Thermoplastic Traffic Stripe, Continuous Yellow - per linear foot or mile
- 907-626-F: 4" Thermoplastic Edge Stripe, Continuous Yellow - per linear foot or mile

907-626-G: Thermoplastic Detail Stripe, <u>Color</u> , 4" Equivalent Length	- per linear foot
907-626-H: Thermoplastic Legend, <u>Color</u> , 4" Equivalent Length	- per linear foot or square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-4

CODE: (SP)

DATE: 06/10/2004

SUBJECT: Thermoplastic Markings

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

**907-626.02--Materials.** After the first paragraph of Subsection 626.02.1 on page 443, add the following:

Blue-ADA thermoplastic marking material shall meet the requirements of Subsection 720.02 with the exception that the color shall be blue-ADA.

**907-626.04--Method of Measurement.** After the last paragraph of Subsection 626.04 on page 446, add the following:

Thermoplastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

**907-626.05--Basis of Payment.** Delete the first sentence under Subsection 626.05 on page 446 and substitute the following:

Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following pay items after pay item 626-G on page 446.

- 907-626-G: Thermoplastic Detail Stripe, Blue-ADA - per linear foot
- 907-626-H: Thermoplastic Legend, Blue-ADA - per square foot
- 907-626-H: Thermoplastic Legend, Handicap Symbol, Color - per each

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-628-2**

**CODE: (SP)**

**DATE: 06/10/2004**

**SUBJECT: Cold Plastic Blue-ADA Pavement Markings**

Section 628, Cold Plastic Pavement Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

**907-628.02--Materials.** After the first paragraph of Subsection 628.02 on page 450, add the following:

Blue-ADA cold plastic marking material shall meet the requirements of Subsection 720.04 with the exception that the material color shall be blue-ADA.

**907-628.04--Method of Measurement.** After the first sentence of Subsection 628.04 on page 451, add the following:

Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

**907-628.05--Basis of Payment.** Delete the first sentence under Subsection 628.05 on page 451 and substitute the following:

Cold plastic pavement markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following pay items between pay item nos. 628-G and 628-H on page 451.

907-628-G: Cold Plastic Detail Stripe, Blue-ADA	- per linear foot
907-628-H: Cold Plastic Legend, Blue-ADA	- per square foot
907-628-H: Cold Plastic Legend, Handicap Symbol, <u>Color</u>	- per each

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-628-3**

**CODE: (SP)**

**DATE: 06/14/2004**

**SUBJECT: Cold Plastic Pavement Markings**

Section 628, Cold Plastic Pavement Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

**907-628.04--Method of Measurement.** After the first sentence of Subsection 628-04 on page 451, add the following.

Four-inch traffic stripe shall be measured from end-to-end of individual stripes. In the case of skip lines the measurement will include skips. The length used to measure centerline, lane lines and edge stripes will be the horizontal length computed along the stationed control line.

Four-inch equivalent detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than four inches in width will be converted to equivalent lengths of four-inch stripe.

When transverse railroad bands, pedestrian crosswalks and stop lines are measured by the linear foot of 4-inch equivalent stripe, stripes more than four inches in width will be converted to equivalent lengths of four-inch widths.

**907-628.05--Basis of Payment.** Add the following pay items to the list of pay items on pages 451 & 452.

- |  |                                     |
|--|-------------------------------------|
| 907-628-A: 4" Cold Plastic Traffic Stripe, Skip White                      | - per mile or linear foot           |
| 907-628-B: 4" Cold Plastic Traffic Stripe, Continuous White                | - per mile or linear foot           |
| 907-628-D: 4" Cold Plastic Traffic Stripe, Skip Yellow                     | - per mile or linear foot           |
| 907-628-E: 4" Cold Plastic Traffic Stripe, Continuous Yellow               | - per mile or linear foot           |
| 907-628-G: Cold Plastic Detail Stripe, <u>Color</u> , 4" Equivalent Length | - per linear foot                   |
| 907-628-H: Cold Plastic Legend, <u>Color</u> , 4" Equivalent Length        | - per square foot<br>or linear foot |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-1

CODE: (IS)

DATE: 07/15/2004

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

**907-711.04--Synthetic Structural Fiber.** Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Part III. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

<u>Property</u>	<u>Results</u>
Length, minimum .....	1.5 inches
Aspect Ratio (length / equivalent diameter) .....	90
Breaking tenacity, minimum * .....	530 mN/tex
(Tensile Strength, minimum .....	70 ksi)
Chord modulus, minimum * .....	980 cN/tex
(Modulus of Elasticity, minimum .....	1,300 ksi)

\* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd<sup>3</sup>).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

### **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 or 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.

# SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

Sirs: The following proposal is made on behalf of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ for constructing the following designated project(s) within the time(s) 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 _____

Number	Description	TOTAL ADDENDA: _____ (Must agree with total addenda issued prior to opening of bids)
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Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

(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
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The following is my (our) itemized proposal.

Revised 07/08/2004

SECTION 905

PROPOSAL (Sheet No. 2- 1)

CONSTRUCTION NECESSARY TO MAKE SITE IMPROVEMENTS TO THE REST AREA ON US HIGHWAY 49 AT WIGGINS, KNOWN AS FEDERAL AID PROJECT NO. STP-0008-01(085) / 103976, IN THE COUNTY OF STONE, 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
<u>DIRECT PAY ITEMS</u>									
(10)	201-B			4 acre	Clearing and Grubbing				
(20)	202-A			lump sum	Removal of Obstructions	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(30)	202-B			602 linear foot	Removal of Curb, All Types				
(40)	202-B			1,800 square yard	Removal of Asphalt Pavement, All Depths				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 2)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B		392 square yard		Removal of Concrete Paved Ditch				
(60)	202-B		1,720 square yard		Removal of Soil Cement, All Depths				
(70)	202-B		92 square yard		Removal of Concrete Sidewalk				
(80)	203-A	(E)	600 cubic yard		Unclassified Excavation, LVM				
(90)	203-G	(E)	3,872 cubic yard		Excess Excavation, LVM, AH				
(100)	211-A	(E)	17,468 square yard		Topsoil for Slope Treatment, From Right-of-Way				
(110)	211-C	(E)	25 cubic yard		Topsoil for Plant Holes, Contractor Furnished				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 3)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	211-D	(E)	211 cubic yard		Topsoil for Plant Pits, Contractor Furnished				
(130)	212-B		17,576 square yard		Standard Ground Preparation				
(140)	213-A		1 ton		Agricultural Limestone				
(150)	213-B		1 ton		Combination Fertilizer, 13-13-13				
(160)	213-B		1 ton		Combination Fertilizer, 8-8-8				
(170)	213-D		1 ton		Ammonium Nitrate				
(180)	214-A		240 pound		Seeding, Bermudagrass				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 4)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	214-A			240 pound	Seeding, Annual Rye Grass				
(200)	215-A			8 ton	Vegetative Materials for Mulch				
(210)	216-B			600 square yard	Solid Sodding, 419 Hybrid Bermuda				
(220)	217-A			91 square yard	Ditch Liner				
(230)	221-A	(S)		43 cubic yard	Portland Cement Concrete Paved Ditch				
(240)	907-222-A			1 acre	Wildflower Seeding				
(250)	230-A			16 each	Shrub Planting, Sasanqua Camellia Red				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 5)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(260)	230-A		39 each		Shrub Planting, Dwarf Yaupon Holly				
(270)	230-A		31 each		Shrub Planting, Indian Hawthorn				
(280)	230-A		16 each		Shrub Planting, Carissa Holly				
(290)	230-A		4 each		Shrub Planting, Purpleleaf Loropetalum				
(300)	230-A		3 each		Shrub Planting, Nellie R. Stevens Holly				
(310)	230-A		54 each		Shrub Planting, Anthony Waterer Spirea				
(320)	230-A		8 each		Shrub Planting, Butterfly Bush				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 6)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(330)	230-A		107 each		Shrub Planting, Indian Azalea				
(340)	230-A		336 each		Shrub Planting, Liriope				
(350)	230-A		742 each		Shrub Planting, Variegated Liriope				
(360)	230-A		37 each		Shrub Planting, Flower Carpet				
(370)	230-A		24 each		Shrub Planting, Yellow Lantana				
(380)	230-A		78 each		Shrub Planting, Daylily				
(390)	230-B		10 each		Tree Planting, Biloxi Crape myrtle				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 7)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(400)	230-B			6 each	Tree Planting, Sweetbay Magnolia				
(410)	230-B			2 each	Tree Planting, Southern Magnolia				
(420)	230-B			6 each	Tree Planting, Saucer Magnolia				
(430)	230-B			4 each	Tree Planting, Willow Oak				
(440)	230-B			3 each	Tree Planting, American Holly				
(450)	907-230-C			195 linear foot	Bed Edging				
(460)	907-230-D			2,681 square foot	Bed Preparation				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 8)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(470)	907-230-E		65 cubic yard		Type V Mulch				
(480)	232-A		1 M		Fertilizer for Woody Plant Material, Tablet, 21 gram				
(490)	232-A		2 M		Fertilizer for Woody Plant Material, Tablet, 10 gram				
(500)	233-A		36 cubic yard		Tree Bark Mulch, Type I				
(510)	234-A		2,700 linear foot		Temporary Silt Fence				
(520)	907-234-C		1,890 linear foot		Temporary Tree Protection Fencing, Per Plans				
(530)	235-A		36 each		Temporary Erosion Checks				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 9)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(540)	907-236-PP			1 each	Silt Basin, Per Plans				
(550)	907-242-A			lump sum	Guard House, Pavillions, Lift Station & Decorative Site Lighting	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(560)	907-243-A			24 each	Landscape Mowing				
(570)	907-244-A			10 each	Tree Pruning, Less Than or Equal to 8 inches				
(580)	907-244-A			10 each	Tree Pruning, Greater Than 8 inches to 16 inches				
(590)	907-244-A			10 each	Tree Pruning, Greater Than 16 inches to 24 inches				
(600)	907-244-A			10 each	Tree Pruning, Greater Than 24 inches				

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 10)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(610)	907-258-A			9 each	Charcoal Grill				
(620)	907-258-D			6 each	Wooden Picnic Table and Benches				
(630)	907-258-E			14 each	Trash Receptacle				
(640)	907-258-F			3 each	Water Hydrant				
(650)	907-258-J			6 each	Metal Bench				
(660)	907-258-N			12 each	Car Stop				
(670)	907-258-PP			3 each	Handicap Parking Sign and Post, Per Plans				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 11)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(680)	907-282-A			37 each	Sprinkler Head, 1812-PRS-10VAN-Q				
(690)	907-282-A			36 each	Sprinkler Head, 1812-PRS-10VAN-H				
(700)	907-282-A			5 each	Sprinkler Head, 1812-PRS-10VAN-TQ				
(710)	907-282-A			2 each	Sprinkler Head, 1804-PRS-9SST				
(720)	907-282-A			32 each	Sprinkler Head, R-50-SAM-PC-1.5				
(730)	907-282-A			41 each	Sprinkler Head, R-50-SAM-PC-3.0				
(740)	907-282-A			4 each	Sprinkler Head, R-50-SAM-PC-4.0				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 12)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(750)	907-282-A			3 each	Sprinkler Head, R-50-SAM-PC-6.0				
(760)	907-282-B		1,125 linear foot		Piping, 1/2" Diameter				
(770)	907-282-B		420 linear foot		Piping, 3/4" Diameter				
(780)	907-282-B		333 linear foot		Piping, 1" Diameter				
(790)	907-282-B		425 linear foot		Piping, 1 1/4" Diameter				
(800)	907-282-B		55 linear foot		Piping, 1 1/2" Diameter				
(810)	907-282-B		274 linear foot		Piping, 2" Diameter				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 13)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(820)	907-282-B		44 linear foot		Piping, 2 1/2" Diameter				
(830)	907-282-B		340 linear foot		Piping, 3" Diameter				
(840)	907-282-C		236 linear foot		Sleeves, 4"				
(850)	907-282-C		120 linear foot		Sleeves, 6-inch Diameter				
(860)	907-282-D		2,523 linear foot		Valve Control Wire				
(870)	907-282-E		5,539 linear foot		Trench Excavation and Backfill				
(880)	907-282-G		1 each		Electric Controller, 8 Station				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 14)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(890)	907-282-H			1 each	Electric Control Valve, 1 1/2"				
(900)	907-282-H			6 each	Electric Control Valve, 2"				
(910)	907-282-J			2 each	Isolation Valve, 3"				
(920)	907-282-K			1 each	Quick Coupler Key with Hose and Swivel				
(930)	907-288-A		19,368 square yard		Site Grading				
(940)	907-290-A			2 each	Flagpole				
(950)	304-H	(GY)		900 cubic yard	Size 825B Crushed Stone Base, LVM				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 15)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(960)	403-A	(B) (A1)	425 ton		Hot Mix Asphalt, MT, 9.5-mm mixture				
(970)	403-A	(B) (A1)	1,350 ton		Hot Mix Asphalt, MT, 19-mm mixture				
(980)	406-A		2,200 square yard		Cold Milling of Bituminous Pavement, All Depths				
(990)	501-A	(C)	1,544 square yard		8" Reinforced Cement Concrete Pavement, Type PA, Broom Finish				
(1000)	601-B	(S)	7 cubic yard		Class "B" Structural Concrete, Minor Structures				
(1010)	602-A	(S)	524 pound		Reinforcing Steel				
(1020)	603-CA	(S)	27 linear foot		12" Reinforced Concrete Pipe, Class III				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 16)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1030)	603-CA	(S)	54 linear foot		15" Reinforced Concrete Pipe, Class III				
(1040)	603-CA	(S)	282 linear foot		18" Reinforced Concrete Pipe, Class III				
(1050)	603-CA	(S)	32 linear foot		24" Reinforced Concrete Pipe, Class III				
(1060)	603-CB	(S)	1 each		12" Reinforced Concrete End Section				
(1070)	603-CB	(S)	1 each		18" Reinforced Concrete End Section				
(1080)	603-CB	(S)	2 each		24" Reinforced Concrete End Section				
(1090)	603-PE	(S)	120 linear foot		12" Corrugated Polyethylene Pipe				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 17)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1100) 907-603-PE2				2 each	12" Corrugated Polyethylene End Section				
(1110) 604-A				158 pound	Castings				
(1120) 608-B		(S)		863 square yard	Concrete Sidewalk, With Reinforcement				
(1130) 609-C		(S)		696 linear foot	Concrete Curb, Integral, Type 1				
(1140) 907-611-D				2,164 square foot	Unit Pavers				
(1150) 907-611-E				636 linear foot	Concrete Band				
(1160) 618-B				0 square foot	Additional Construction Signs		10.0000		0.00

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 18)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1170) 619-G4			60 linear foot		Barricades, Type III, Single Faced				
(1180) 626-C			1 mile		6" Thermoplastic Edge Stripe, Continuous White				
(1190) 626-E			1 mile		6" Thermoplastic Traffic Stripe, Continuous Yellow				
(1200) 907-626-G			120 linear foot		Thermoplastic Detail Stripe, White, 4" Equivalent Length				
(1210) 626-G			564 linear foot		Thermoplastic Detail Stripe, White				
(1220) 626-G			121 linear foot		Thermoplastic Detail Stripe, Yellow				
(1230) 626-H			74 square foot		Thermoplastic Legend, White				

(07/13/2004)

## SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 19)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1240)	907-626-H		38 square foot		Thermoplastic Legend, Blue-ADA				
(1250)	628-E		21 linear foot		6" Cold Plastic Traffic Stripe, Continuous Yellow				
(1260)	907-628-G		234 linear foot		Cold Plastic Detail Stripe, White, 4" Equivalent Length				
(1270)	907-628-G		695 linear foot		Cold Plastic Detail Stripe, Yellow, 4" Equivalent Length				
(1280)	628-G		76 linear foot		6" Cold Plastic Detail Stripe, White				
(1290)	628-H		25 square foot		Cold Plastic Legend, White				
(1300)	907-628-H		2 each		Cold Plastic Legend, Blue-ADA Handicap Symbol				

(07/13/2004)

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 20)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1310) 682-A			1,265 linear foot		Underground Branch Circuit, AWG 6, 3 Conductor				
(1320) 682-B			180 linear foot		Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor				
(1330) 682-D			1 each		Underground Pull Box				
(1340) 683-B			10 each		Lighting Assembly, Low Mast, Type 25-1-8-400				
(1350) 684-B			5 linear foot		Slip Casing, 12" Diameter				
(1360) 684-A			2 cubic yard		Pole Foundation, 12" Diameter				

SUBTOTAL - DIRECT PAY ITEMS.....\$ \_\_\_\_\_

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 21)

Stone County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DEPENDENT PAY ITEMS</u>									
(1370) 618-A				lump sum	Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(1380) 620-A				lump sum	Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(1390) 699-A				lump sum	Roadway Construction Stakes	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ \_\_\_\_\_

SECTION 905

STP-0008-01(085) / 103976

PROPOSAL (Sheet No. 2- 22)

Stone County

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.

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.

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- 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)

**S E C T I O N 9 0 2**

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 projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden \_\_\_\_\_

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

**SECTION 903 - CONTINUED**

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, 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)

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.**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**HAUL PERMIT FOR BRIDGES**  
**WITH**  
**POSTED LOAD LIMITS**

**DATE:** \_\_\_\_\_

**PROJECT: STP-0008-01(085) / 103976**

**COUNTY: STONE COUNTY**

**LOCATION: REST AREA AT WIGGINS.**

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