

SM No. CIM002001166

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF (NONEXEMPT)

1

Overlaying Interstate 20, between the West and East Brandon Interchanges, known as Federal Aid Project No. IM-0020-01(166) / 103928, in the County of Rankin, State of Mississippi.

Project Completion: 130 Time Units

#### **NOTICE**

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

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

### **SECTION 900**

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

## BIDDER CHECK LIST (FOR INFORMATION ONLY)

 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 905PROPOSAL has been completed.
 Second sheet of SECTION 905PROPOSAL 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, <u>signed</u> , 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 905PROPOSAL has been signed.
 Combination Bid Proposal of SECTION 905PROPOSAL 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 <u>signed</u> .
 Subcontract Certificate, when included in contract, has been completed and <u>signed</u> .
 The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
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 with project number identified on same. 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. <u>DO NOT</u> 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.

CODE: (SP)

#### SECTION 904 - NOTICE TO BIDDERS NO.188

DATE: 11/30/2004

SUBJECT: READVERTISEMENT

**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

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

Revised Table of Contents;

Revised Notice To Bidders No. 115;

Revised Notice To Bidders No. 116;

Add Special Provision 907-213-1;

Add Special Provision 907-715-1;

Revised Proposal Sheets;

Add this Notice to Bidders No. 188.

#### TABLE OF CONTENTS

#### PROJECT: IM-0020-01(166) / 103928 - Rankin County

#### READVERTISEMENT NOTICE TO BIDDER NO. 188

901--Advertisement

904--Notice to Bidders: Governing Specs. - #1

Status of ROW, Utility Adjustments and Underground Storage

Tanks, W/Attachments - # 2

Final Cleanup # 3 On-The-Job Training Program - # 7

Disadvantage Business Enterprise W/Supplement - #8

DBE Participation and Payment - # 10 Standard Drawings W/Supplement - # 11

Federal Bridge Formula - # 12 Submission of Form OCR-485 - # 13

Storm Water Discharge Associated W/Construction Activities

(>5 Acres)) - # 15

Temporary Vegetative Schedule - #80

Contract Time - # 115 Scope of Work - # 116

Lane Closure Restrictions - # 117 Portable Construction Lighting - # 118 Restoration of Channels - # 119

Restrictions on Replacement of Concrete Pavement - # 120

Specialty Items - # 121

Fiber Reinforced Concrete - # 152

Random Clearing - # 203

Errata & Modifications to 2004 Standard Specifications - # 204

Petroleum Products Base Price - # 303

Clearing - # 338

Additional Requirements - # 356

906: Required Federal Contract Provisions -- FHWA-1273, W/Supplement

907-104-1: Partnering Process 907-107-1: Liability Insurance 907-213-1: Agricultural Limestone 907-226-1:

Temporary Grassing
Additional Signing Requirements, <u>W/Supplement</u>
Synthetic Structural Fiber Reinforcement 907-618-1:

907-711-2:

907-715-1: Agricultural Limestone

906-3: MDOT On-the-Job Training Program

906-4: MDOT On-the-Job Training Program - Alternate Program

SECTION 905 - PROPOSAL,

PROPOSAL SHEET NOS. 2-1 THRU 2-16,

COMBINATION BID PROPOSAL, CERTIFICATE OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS

NON-COLLUSION CERTIFICATE,

SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,

OCR-485,

PROGRESS SCHEDULE,

HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

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

#### **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, January 25, 2005; 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, January 25, 2005, and shortly thereafter publicly opened for:

Overlay Interstate 20, between the West and East Brandon Interchanges, known as Federal Aid Project No. IM-0020-01(166) / 103928, in the County of Rankin, 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.

The specifications are on file in the offices of the Mississippi Department of Transportation.

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

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

CODE: (IS)

**SECTION 904 - NOTICE TO BIDDERS NO. 1** 

DATE: 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 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 <u>ALL</u> parcels of right-of-way and all work complete that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed, the Department will issue a restricted Notice to Proceed upon written request of the Contractor.

#### **STATUS OF RIGHT-OF-WAY**

IM-0020-01(166) 103928/301000 RANKIN COUNTY March 11, 2004

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

NONE.

#### ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR

IM-0020-01(166) 103928/301000 RANKIN COUNTY February 25, 2004

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.

This project is for overlay within existing Right of Way. There are no buildings in the contract to be removed.

# STATUS OF POTENTIALLY CONTAMINATED SITES IM-0020-01(166) 103928/301000 RANKIN COUNTY February 25, 2004

THIS PROJECT IS FOR OVERLAY WITHIN EXISTING RIGHT OF WAY AND NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. ANY CONTAMINATION DISCOVERED ON EXISTING RIGHT OF WAY WILL BE HANDLED BY THE DEPARTMENT.

## UTILITY STATUS REPORT IM-0020-01(166) / 103928 MARCH 1, 2004

No utilities were found that will conflict with construction.

CODE: (SP)

#### **SECTION 904 - NOTICE TO BIDDERS NO. 3**

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 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.

CODE: (IS)

**SECTION 904 - NOTICE TO BIDDERS NO. 8** 

**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 <u>Prime</u> 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 <u>60 percent</u> of the expenditures to suppliers that <u>are not manufacturers</u>, 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 <u>actually paid</u> 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 <u>with the bid proposal</u> 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.

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

CODE: (IS)

#### **SECTION 904 - NOTICE TO BIDDERS NO. 10**

**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 <a href="www.gomdot.com">www.gomdot.com</a> under the Business Section, Construction Contracts and Bidding, Disadvantaged Business Enterprise (DBE), Applications and Forms for the DBE Program.

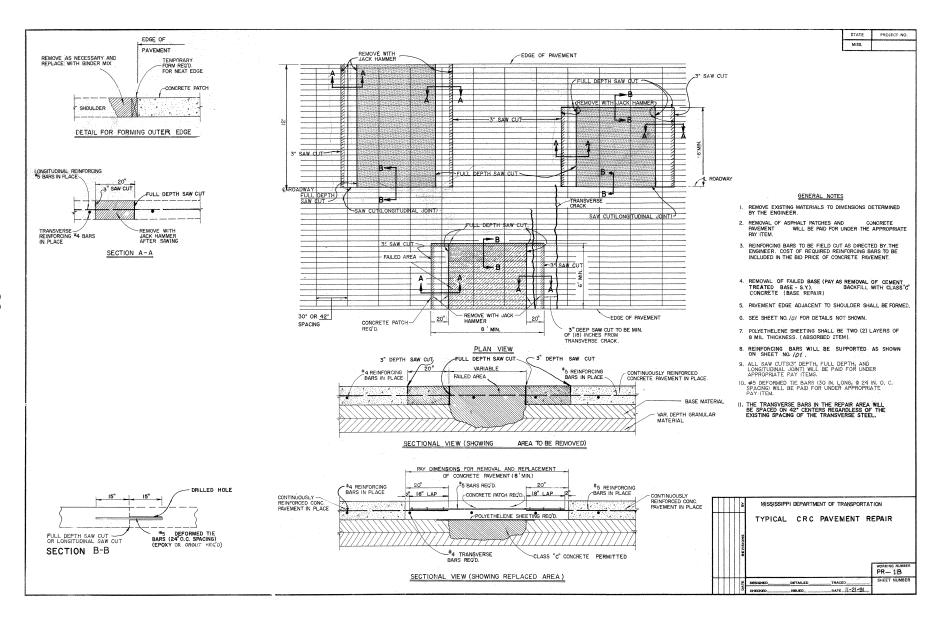
#### SUPPLEMENT TO NOTICE TO BIDDERS NO. 11

**DATE:** 11/15/2004

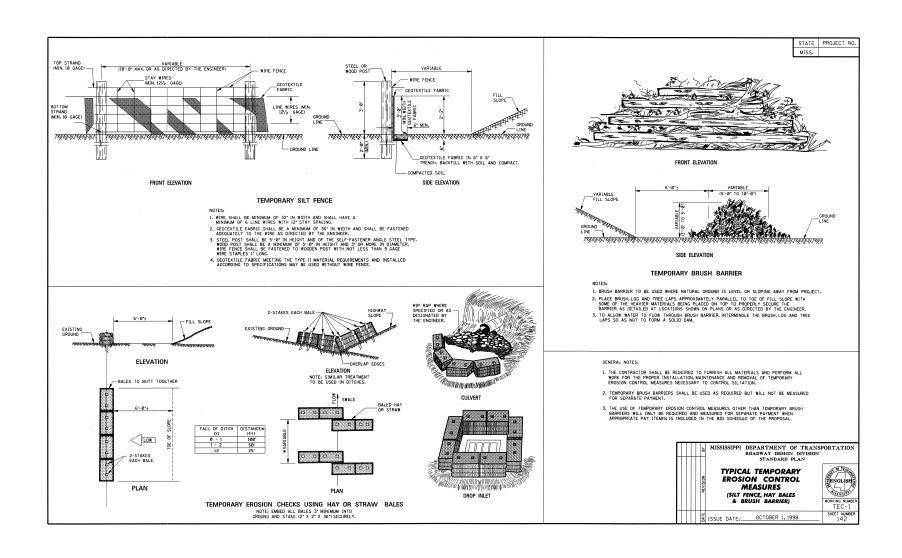
**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

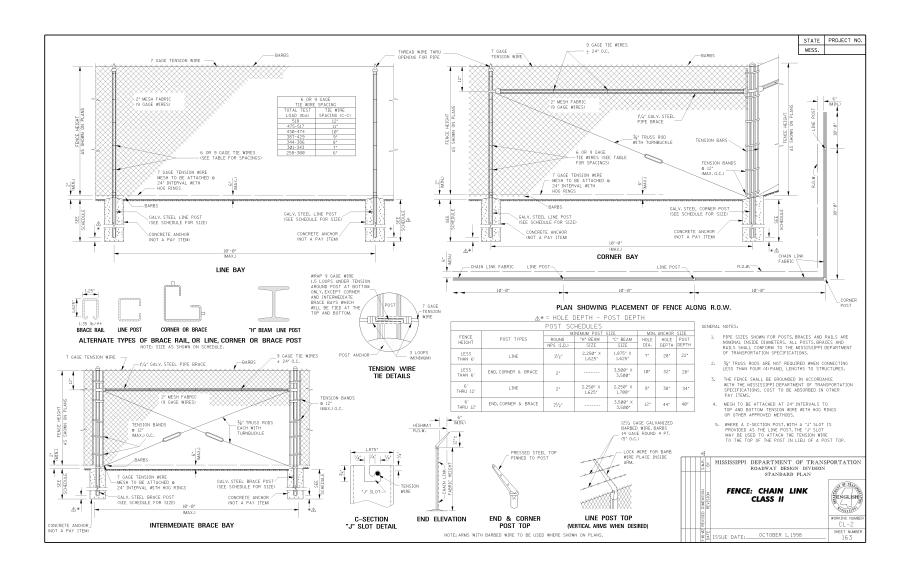
After the last drawing of Notice To Bidders No. 11, add the attached drawing(s).

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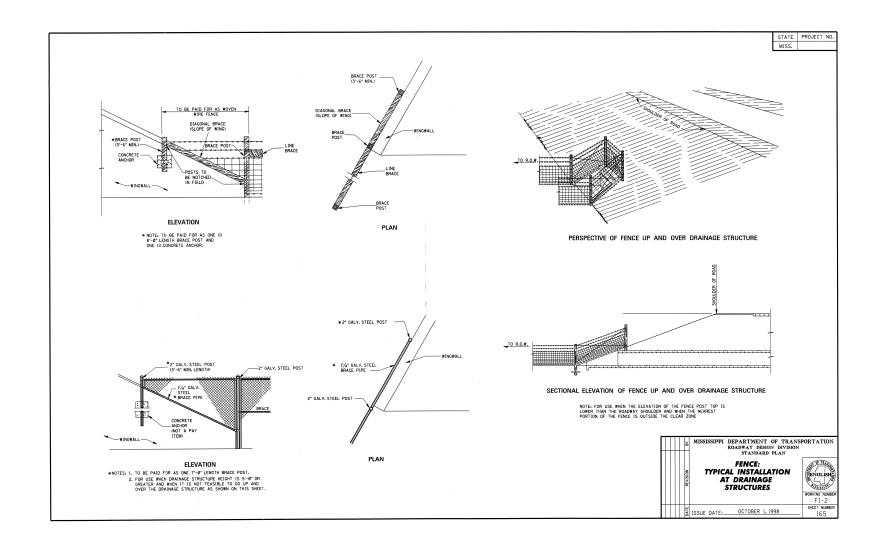


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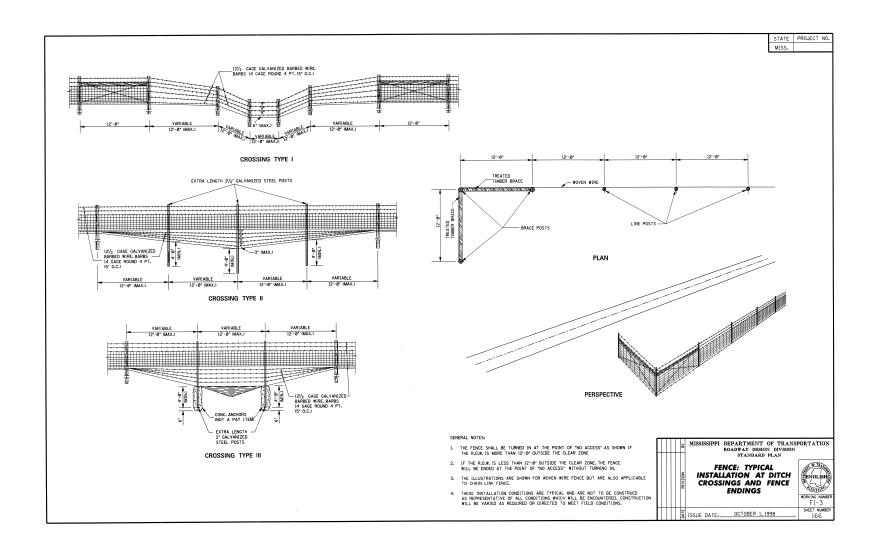


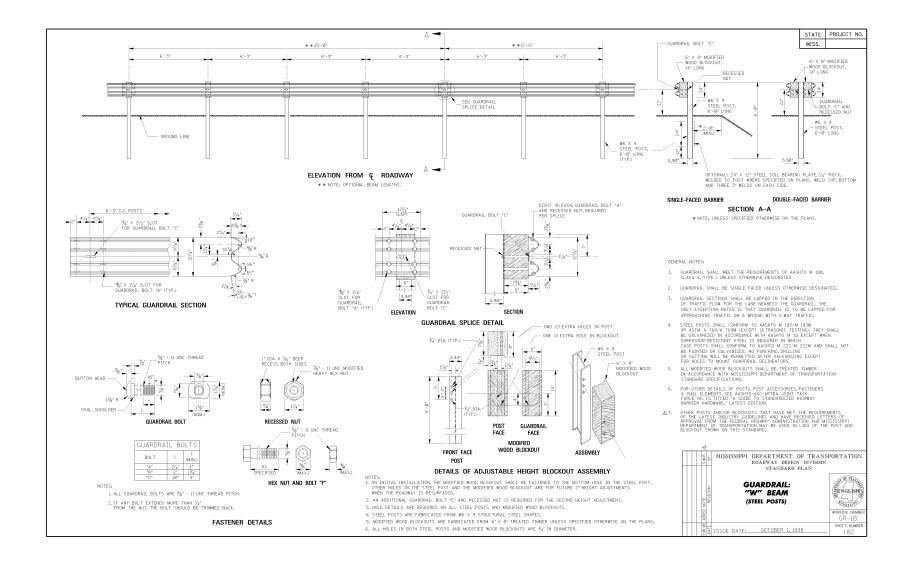


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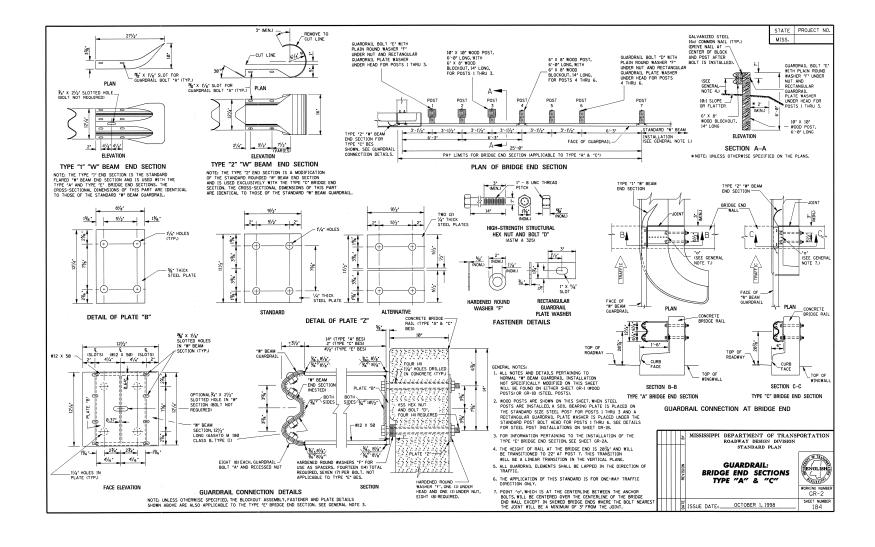


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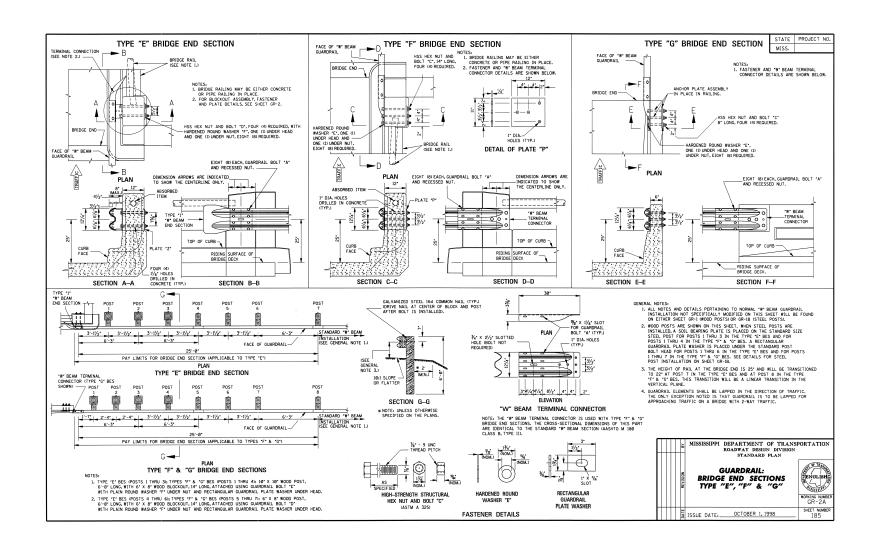




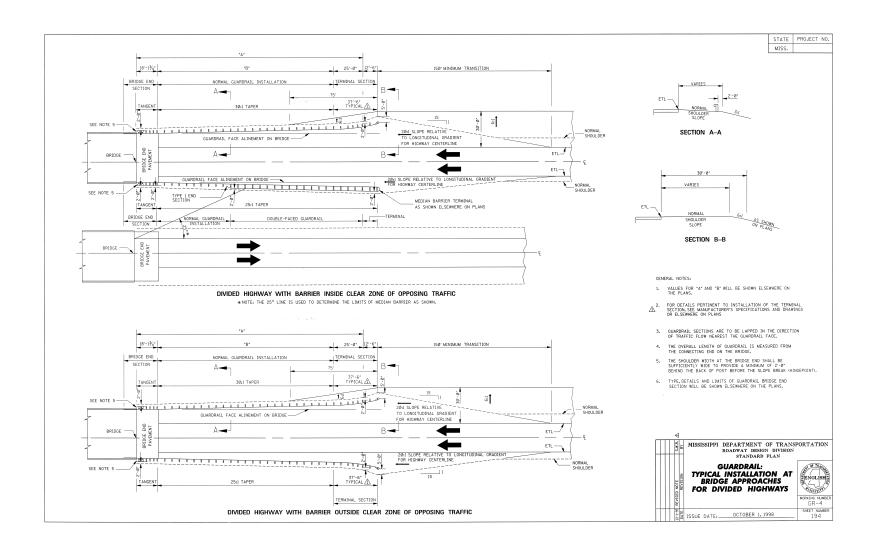
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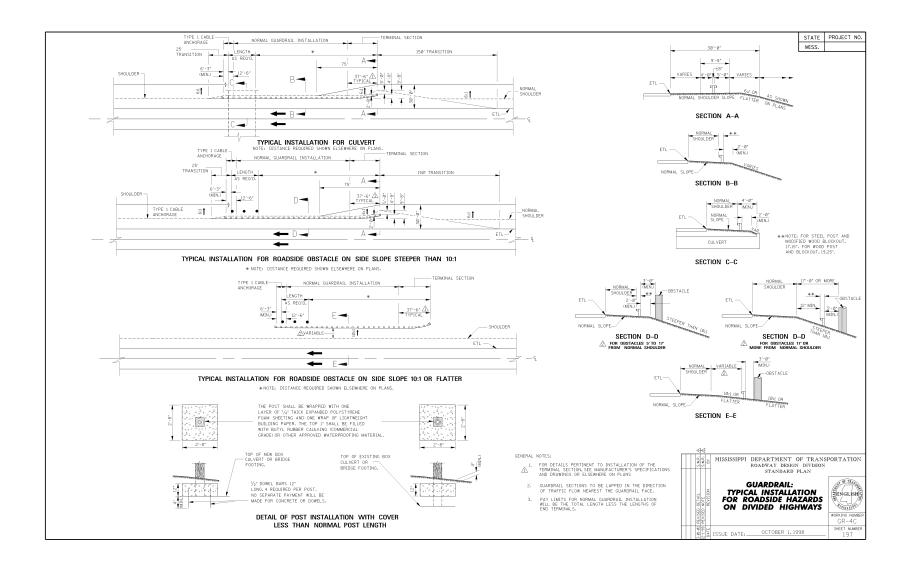


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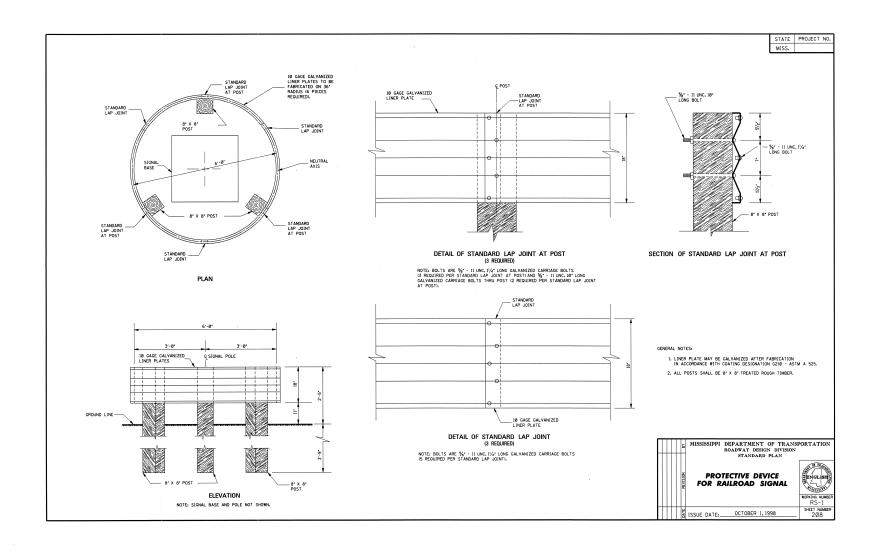


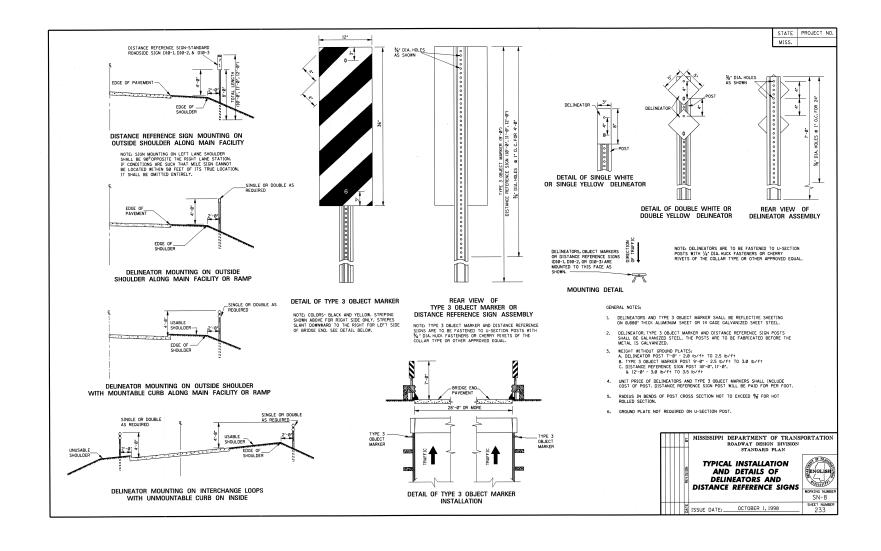
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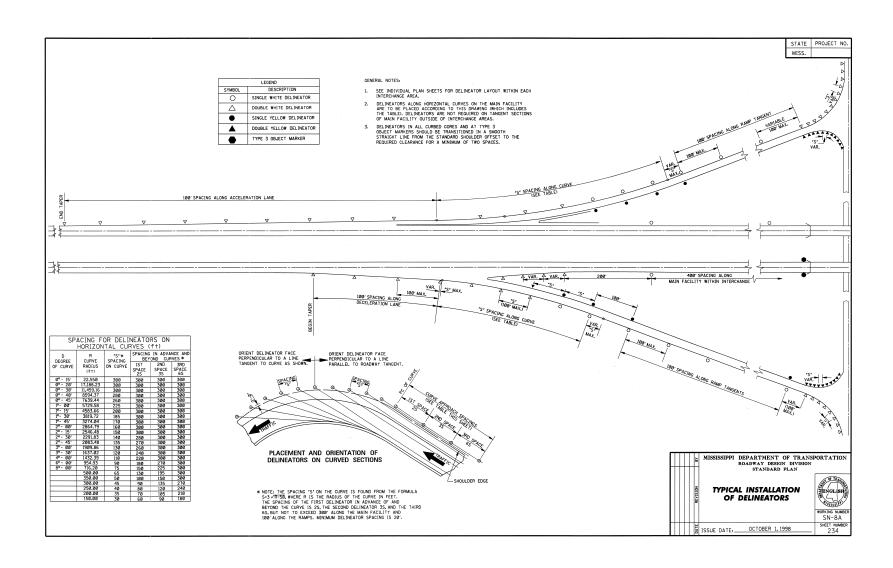


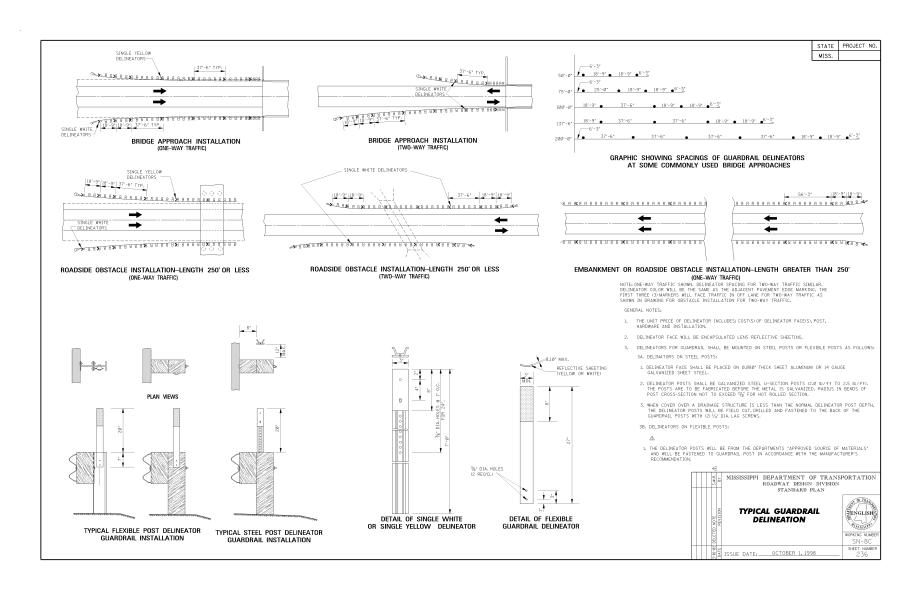


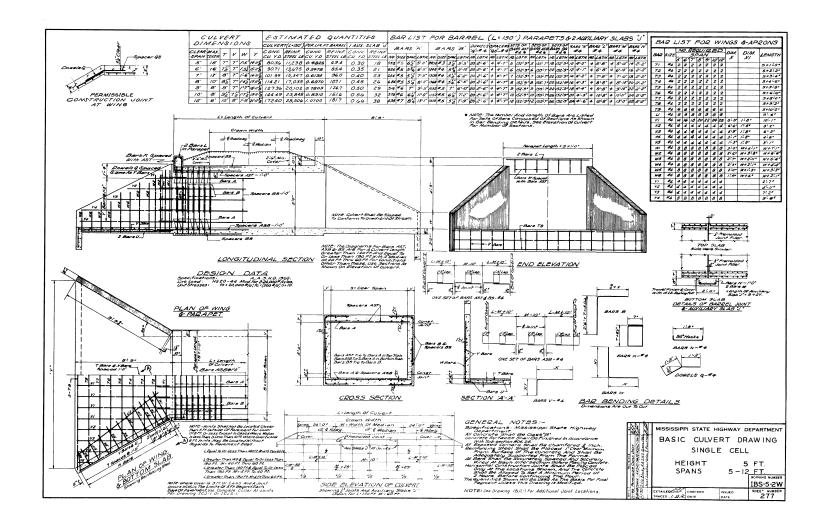
-12-

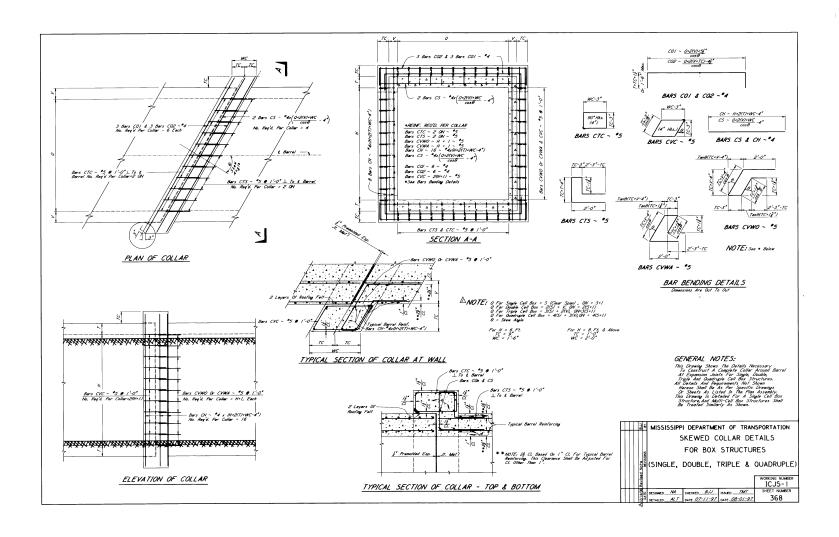


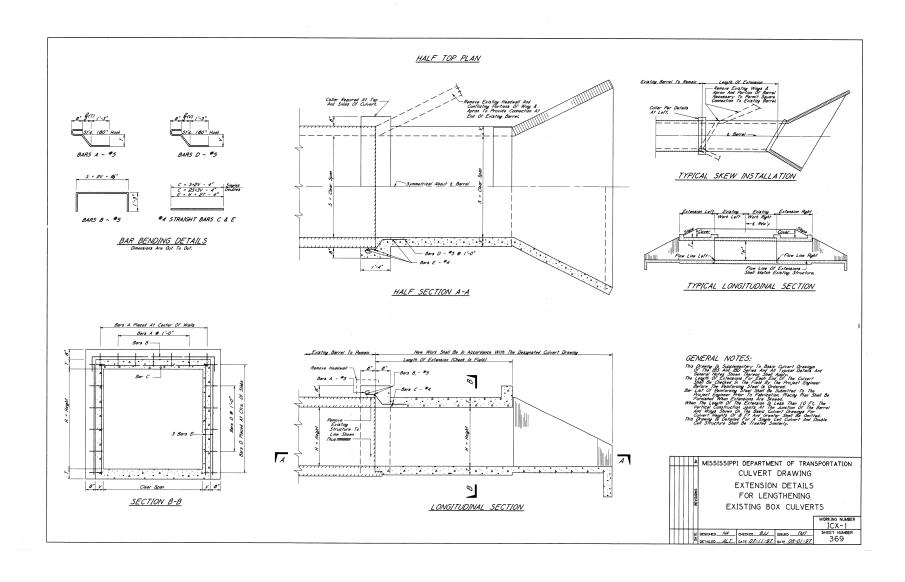


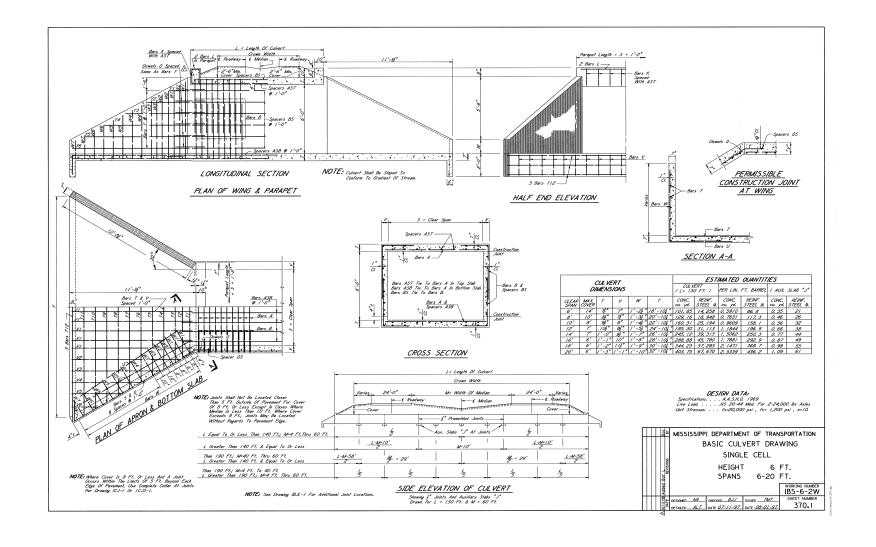


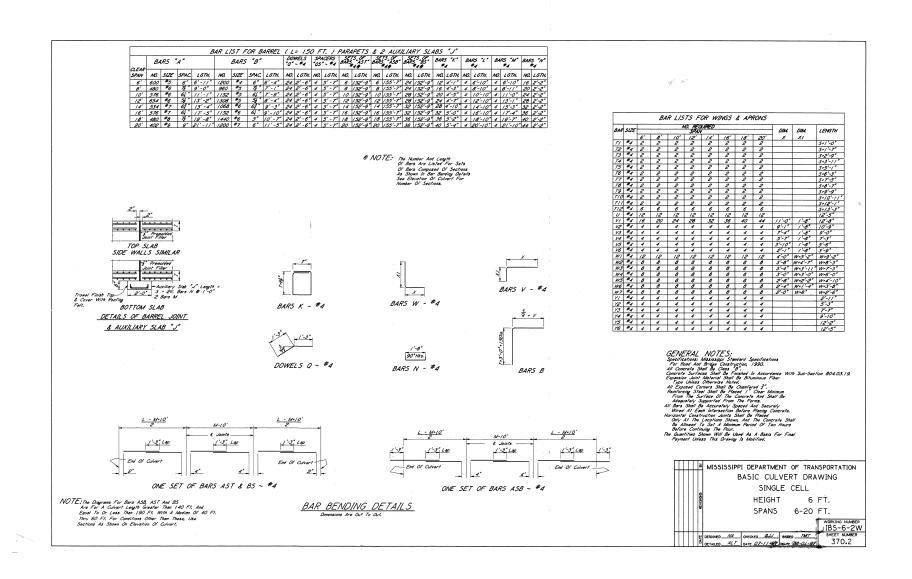




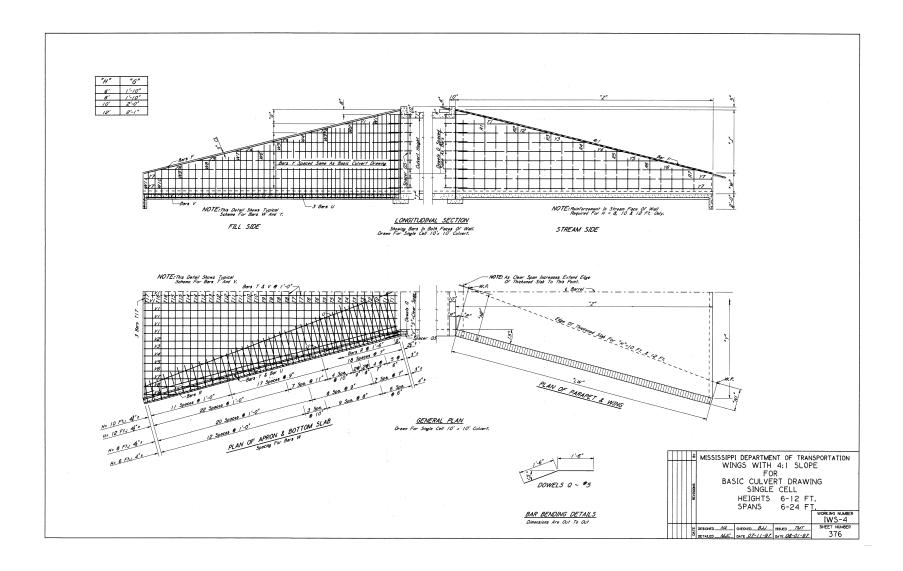








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							CUL	VERT .	DIMEN	510NS								
		"LW"	*N/ *	"N2"	*0*	*7"							***					
CUL VERT HEIGHT	,	ZW.	/*/	/102	"							CLEA	R SPAN					
"H"						1 1	6'	7'	8'	9'	10'	12'	14'	16'	18'	20'	22'	24'
10'	8'-5"	34'-105"	2'-11"	6'-6°	12"	33'-108"					28'-18"	30'-18'	32'-11"	34'-18"	36'-18"	38'-18"	40'-18"	
12'	9'-8"	40'-03"	3'-3"	7'-0"	14"	38'-101"						32'-96	34'-97"	36'-9%	38'-96"	40'-96"	12'-9%"	44'-9

									E.	STIMATE	ED QUA	NTITIES	-CUL VE	RT (150	FT.)									
											a	EAR SPAN												
CUL VERT		6'		7'		8'		9'	-	0'		2'	1.	1'	/	6'	/	8'	- 2	20'	- 2	2'	2	1'
HEIGHT	CONC.	REINF.	CONC	REINF.	CONC	REINE.	CONC.	REINF.	CONC.	REINF.	CONC.	REINF.	CONC.			REINF.						REINF.		REINF.
"H"	cu vd.	STEEL 16	CU. Pr.	STEEL IV.	cu. yd.	STEEL Ib.	cu. yd.	STEEL 16.	cu. yd.	STEEL Ib.	cu. yd.	STEEL Ib.	cu. yd.	STEEL 16.	cu. yd.	STEEL Ib.	cu. yd.	STEEL 16.	cu. yd.	STEEL 14.	cu. yd.	STEEL 16.	cu. yd.	STEEL 16.
10'												40,312												
12'											369.40	49,543	401.86	58,070	444.73	63, 786	504.64	74,934	568.56	85,271	648.12	99,472	733.73	119.574

BAR	5/2E	Н	= 10 FT.	H -	= 12 FT.
		NO.	LENGTH	NO.	LENGTH
F	#4	8	35'-4"	8	40'-8"
0	#5	72	3'-0"	88	3'-0"
Q5	#4	4	9'-7"	4	11'-7"
RI	#4	12	W+7'-0"	12	W+8'-3"
R2	*4	12	W+5'-11"	12	W+7'-2"
R3	#4	12	W+4'-10"	12	W+6'-1"
R4	#4	12	W+3'-9"	12	W+5'-0"
R5	*4	12	W-2'-8"	12	W+3'-11"
R6	#4	12	W+/'-7"	. 12	W+2'-10
RZ	#4	16	W+15"	16	W+1'-45"
RB	#4			/6	W+/"

					HEIG	HT =	12 F	7.			
							WING.	5 8 .	APRON:	5	
BAR	SIZE			- 3	REQUIR SPAN				DIM	DIM.	LENGTH
	-	12'	14'	16'	18'	20'	22'	24'	X	X/	5+/'-8"
	*4	1	4	4	4	4	4	-7			5-2'-9"
T2 T3	*4	1	4	4	4	4	7	4	-		5+3'-10'
74	*4	4	4	4	4	4	4	4	-		5+4'-11'
75	#4	1	7	4	4	4	4				5+6'-0"
76	#4	4	4	4	4	4	1	4			5+7'-1"
77	*1	4	4	4	4	4	4	4			5-8'-2°
78	*1	4	1	4	4	4	4	4			5+9'-3"
79	#1	4	4	4	4	4	4	4			5+10'-4"
70		4	4	4	4	4	4	4			5+ 11'-5
7//	#4	4	1	4	4	4	4	4			5+12'-6"
72		4	4	4	1	4	4	4			5+13'-7'
13	#4	4	4	4	4	4	4	4			5+14'-8"
14	#4	4	4	4	1	4	4	4			5+15'-9"
7/5	#4	4	4	4	4	4	4	4			5+16'-10
16	*4	4	4	4	4	4	4	4			5+17-11
17	#4	4	4	4	1	4	4	4			5+19'-0"
18		4	4	4	4	4	4	4			5+20'-1"
7/9	#4	4	4	4	4	4	4	4			5+21'-2"
20	*1	6	6	6	6	6	6	6			5+22'-3'
U	#4	12	12	12	12	12	12	12			39'-8"
VI.	#4	28	32	36	40	44	48	52	38'-6"	1'-8"	40'-2"
v2	#4	4	4	4	1	4	4	4	35'-0"	1'-8"	36'-8"
V3	*4	4	4	1	4	4	4	4	31'-0"	1'-8"	32'-8"
V4	#1	4	4	4	4	1	1	4	27'-6"	1'-8"	29'-2"
V5	#1	4	4	4	1	4	4	4	24'-0"	1'-8"	25'-8"
V6	*4	4	4	4	4	4	4	4	20'-0"	1'-8"	21'-8"
V7	*4	4	1	4	4	4	4	4	16'-6"	1'-8"	18'-2"
V8	*4	4	4	4	4	4	4	4	12'-6"	1'-8"	14'-2"
V9	*1	4	4	4	4	4	4	4	9'-0"	1'-8"	10'-8"
110	*1	1	4	4	4	4		24	6'-6"	W+9'-7"	W+16'-1
W/		24	20	24	24	24	24	20	6'-2"	W+8'-11"	W+15'-1'
W2		16	16	16	16	16	16	16	5'-10"	W-8'-2"	W+14'-0'
W3			16	16	16	16	16	16	5'-6"	W+7'-3"	W+12'-9
W5		16	16	16	16	16	16	16	5'-2"	W+6'-6"	W+//'-8
W5 W6	#6	16	16	16	16	16	16	16	4'-10"	W+5'-7"	W+10'-5
W7		16	16	16	16	16	16	16	4'-5"	W+4'-7"	W+9'-0"
we		16	16	16	16	16	16	16	4'-0"	W+3'-7"	W+7'-7"
W9	#4	16	16	16	16	16	16	16	3'-8"	W+2'-8"	W+6'-4"
110		12	12	12	12	12	12	12	3'-9"	W+1'-11'	W+5'-2"
111		12	12	12	12	12	12	12	2'-11"	W+1'-2"	W-4'-1"
112	#4	8	8	8	8	8	8	8	2'-8"	W+9°	W+3'-5"
71	*4	8	8	8	8	8	8	8			7'-8"
12	#4	8	8	8	8	8	8	8			12'-10"
<i>Y3</i>	#4	8	8	8	8	8	8	8			18'-0"
Y4	#4	8	8	8	8	8	8	8			23'-2"
r5	#4	8	8	8	8	8	8	8			28'-5"
Y6	#4	8	8	8	8	8	8	8			33'-7"
Y7	#1	8	8	8	8	8	8	8			38'-9"
Y8	#4	24	24	24	24	24	24	24			39'-8"

						GHT -					
			BA	R L15	TS F	OR W.	INGS	8 AP	RONS		
BAR	SIZE			NO.	REQUI SPAN	RED			DIM.	DIM.	LENGTH
		10'	12'	14'	16'	18'	20'	22'	x	X/	
7/	#4	4	4	4	4	4	4	4			5-1'-6"
72	#4	4	4	4	4	4	4	4			5+2'-7"
73	#4	4	4	4	4	4	4	4			5-3'-8"
4	#4	4	4	4	4	4	4	4			5+4'-9"
5	#4	4	4	4	4	4	4	4			5+5'-10"
6	#4	4	4	4	4	4	4	4			5-6'-11"
77	#4	4	4	4	4	4	4	4			5+8'-0"
18	#4	4	4	4	4	4	4	4			5+9'-1"
79	#4	4	4	4	4	4	4	4			5+10'-2"
10	#4	4	4	4	4	4	4	4			5+11'-3"
7/	#4	4	4	4	4	4	4	4			5+12'-4"
12	#4	4	4	4	4	4	4	4			5+/3'-5"
13	*1	4	4	4	4	4	4	4			5+14'-6"
14	#4	4	4	4	4	4	4	4			5+15'-7"
15	#4	4	4	4	1	4	4	4			5+16'-8"
16	#4	4	4	1	1	4	4	4			5+17'-9"
77		8	8	8	8	8	8	8			5+18'-10
ť	#1	12	12	12	12	12	12	12			34'-6"
77	#4	24	28	32	36	40	11	48	33'-6"	1'-8"	35'-2"
vz	#4	4	4	1	1	70	4	4	30'-0"	1'-8"	3/'-8"
13	01	4	4	4	4	4	4	1	26'-6"	1'-8"	28'-2"
V4	#4	1	4	1	1	4	4	4	22'-6"	1'-8"	24'-2"
V5	#4	4	4	1	4	4	1	4	18'-6"	1'-8"	20'-2°
16	#4	4	4	4	4	4	4	4	15'-0"	1'-8"	16'-8"
<u>vo</u>	#4	4	4	4	4	4	7	4	11'-6"	1'-8"	13'-2"
va	#4	7	7	7	4	4	1	4	7'-6"	1'-8"	9'-2"
19	*4	4	7	4	4	1	4	4	4'-0"	1'-8"	5'-8"
WI	#6	24	24	24	24	24	24	24	6'-0"	W+8'-3"	W+/4'-3'
WZ		24	24	24	24	24	24	24	5'-7"	W+7'-5"	W+13'-0"
w3		24	24	24	24	24	24	24	5'-2"	W+6'-6"	W+11'-8'
W4		16	16	16	16	16	16	16	4'-9"	W+5'-10"	W+10'-7
W5		16	16	16	16	16	16	16	4'-5"	W+5'-1"	W+9'-6"
16	*4	16	16	16	16	16	16	16	4'-2"	W+4'-5"	W+8'-7"
17	#4	16	16	16	16	16	16	16	3'-10"	W+3'-8"	W+7'-6"
18	*1	16	16	16	16	16	16	16	3'-6"	W+2'-10"	W+6'-4"
19	#4	16	16	16	16	16	16	16	3'-2"	W+1'-10"	W+5'-0"
110		12	12	12	12	12	12	12	2'-10"	W+/'-/"	W+3'-11'
1//		8	8	8	8	8	8	8	2'-7"	W-8"	W+3'-3"
7	#4	8	8	8	8	8	8	8	100		7'-4"
2	#1	8	8	8	8	8	8	8	+		12'-6"
3	01	8	8	8	8	8	8	8	-		17'-7"
74	#4	8	8	8	8	8	8	8	1		22'-10"
5	#4	8	8	8	8	8	8	8	-		28'-0"
16	#4	8		8	8	8	8	8			33'-2"
77	#4	16	16	16	16	16	16	16	+		34'-6"

		L	à	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
		1	П	WINGS WITH 4:1 SLOPE
		1	Н	FOR
		1	П	BASIC CULVERT DRAWING
Н	- 1	1	2	
Н		П	호	SINGLE CELL
Н		П	E	HEIGHTS 6-12 FT.
ш	1	1	8	HEIGHIS OFIZ FI.
Ш	1		П	SPANS 6-24 FT.
ш	- 1	1	3	MUDALING MINNELD

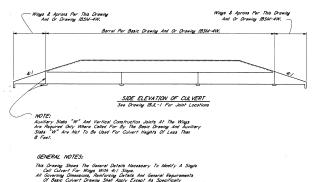
							-	CUL VI	ERT DIN	ENS	IONS							
CUL VERT	-,-	"LW"	*N/ *	"N2"	"R"	*Z*							*y*					
HEIGHT												CLE	AR SPAN					
"H"							6'	7	8'	9'	10'	12'	14'	16'	18'	20'	22'	24'
6'	5'-10"	24'-17"			8"	23'-58"	18'-65"		20'-65"		22'-65"	24'-65"	26'-65"	28'-64"	30'-64"	32'-61"		
8'	7'-5"	30'-08"			16"	29'-101"			23'-118"		25'-118"	27-118"	29'-118"	3/-/11	33'-//	35'-118"		

										ESTIM	ATED O	UANTIT.	IES-CUL	VERT (	150 F	T.)			-					
												CLEAR S	SPAN											
CUL VERT		6'		7'		8'		9'	/	0'	/	2'	/	4'	/	6'	/	8'	2	יטי	2	2'	. 2	4'
HEIGHT "H"	CONC.	REINF. STEEL ID.	CONC.	REINF. STEEL IS	CONC.		CONC. cu. yd.		CONC. cu. yd.	REINF. STEEL IV.	CONC.	REINF. STEEL IV.	CONC.	REINF. STEEL IN.	CONC. cu. yd.	REINF. STEEL IS.	conc.	REINF. STEEL 16.	CONC. cu yd.	REINF. STEEL Ib.	CONC. cu. yd.	REINF. STEEL 16.	CONC. cu. yd.	
6'	113.05	15,418			141.50	20,177										47,282								-
8'		1			185.54	27,883			215.79	31,316	304.62	36,347	308.99	43,903	361.19	53,904	4/7.42	63,73/	477.64	74,360				

BAR	SIZE	Н	= 6 FT.	H	= 8 FT.
		NO.	LENGTH	NO.	LENGTH
F	#4	8	24'-4"	8	31'-1"
0	#5	28	3'-0"	72	3'-0"
as	#4	4	5'-7"	4	7'-7"
RI	#4			12	W+6'-0"
R2	#4			12	W-4'-11
R3	#4			12	W+3'-10
R4	*4			12	W+2'-9'
R5	#4			12	W+1'-8
R6	#4			12	W+T"

					HEIG	<i>HT =</i>	8 F	7.			
			8.	AR LI	575 /	FOR V	VINGS	8 A	PRONS		
BAR	SIZE				IO. REC SPAI	V			DIM	DIM.	LENGTH
	#4	8'	10'	12'	14'	16'	18'	20'	1	X/	4 1/ 4
71	#4	4	4	1	1	1	-1	4		-	5-1'-3
12	#4	_4_	1	4	4	-1	4	4			5+2'-4
T3 T4	#4	4	4	1	1	4	4	4	-		5-4'-6
75	#4				4	1		4			5+5'-7
76	*4	4	4	4	4	4	4	4			5-6'-8
77	#4				_						5+7'-9
18	*4		1	4	1	4	4	4			5+8'-10
	#4	4	4	4	4	4	4	4			5+9'-11
T9 T10	#4	4	1	4	1	4	-4	4		<del> </del>	
7//	#4	4	4	4	4	4	4	4		<del> </del>	5+11'-0
7/2	#4	4	1		-	4	4				5-13'-2
	#4	4	4	4	4	4	4	4			5+/4'-3
T/3	*4	4	4	4	4	4	4	4			5+15'-4
T/4				8		8		8			5+/6'-5
7/5	#4	12	12	12	12	12	12	12		-	30'-4'
U	#4	20	24	28	32	36	40	11	29'-6"	1'-8"	31'-2'
12	#4	4	4	4	4	4	4	4	25'-6"	1'-8"	27'-2'
V3	#4	7	1	7	7	4	4	4	22'-0"	1'-8"	23'-8'
V4	#4	4	1	4	1	4	4	4	18'-6"	1'-8"	20'-2'
	#4		1	4	4	4	4	4	14'-6"	1'-8"	16'-2"
V5							4	4		1'-8"	
V6	#4	4	1	1	1	4			11'-0"	1'-8"	12'-8"
V7	#5	28	28	28	28	28	28	28	7-0"		8'-8"
W/	#5	24	24	24	24	24	24	24	4'-6"	W+6'-11"	W+11'-3
W2	#5								4'-2"	W+5'-1"	W+8'-10
W3 W4	#4	16	16	16	16	16	16	16	3'-9"	W+4'-1"	W+7'-6
W4 W5	#4	16	16	16	16	16	16	16	3'-1"	W+3'-2"	W+6'-3
W5 W6	84	16	16	16	16	16	16	16		W-2'-2"	W+4'-//
W6 W7	#4	16	16	16	16	16	16	16	2'-9"		
W8	#4	16	16	/6	16	16	16	16	2'-5"	W+/'-2"	W+3'-7 W+2'-6
		12	12	12	12	12	12	12	2'-0"	W-6"	
<u> </u>	#4	8	8	8	8	8	8	8			6'-8"
12	*4	8	8	8	8	8	8	8	-		10'-10
<i>Y3</i>	#4	8_	8	8	8	8	8	8			19'-1"
<u>74</u>	*4	8	8	8	8	8	8	8	+		23'-2'
r5		8	8	8	8	8	8	8			27-4
Y6	#4	8	8	8	8	8	8	8		-	
Y7	#4	16	16	16	/6	16	/6	/6			30'-4

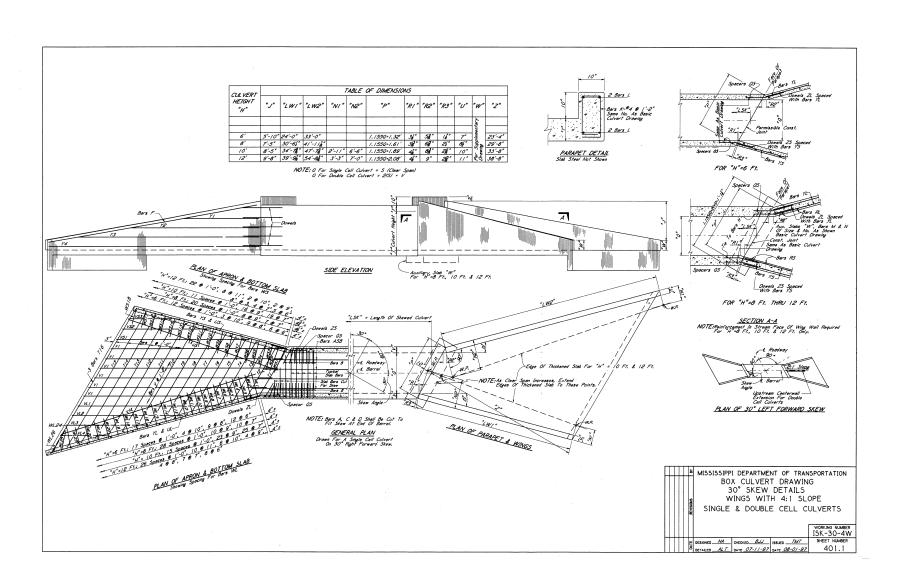
						EIGH						
			В		575 /		VINGS	8 A	PRONS	,		
BAR	SIZE				NO. REG SPAI	v				DIM.	DIM	LENGTH
		6'	8'	10'	12'	14'	16'	18'	20'	X	X/	
7/	#4	4	4	4	4	4	4	4	4			5-1'-0"
72	*4	4	4	4	4	4	4	1	4			5+2'-1"
73	#1	4	4	4	4	4	4	4	4			5+9'-2"
74	#4	4	4	4	1	4	4	4	4			5+4'-3"
75	#4	4	4	4	4	4	4	4	4			5+5'-4"
76	#4	4	4	4	4	4	4	4	4			5+6'-5"
77	#1	4	4	4	4	4	4	1	4			5+7'-6"
78	#1	4	4	4	1	4	4	1	4			5+8'-7"
19	*4	4	4	4	4	4	4	4	4			5-9'-8"
710	#4	4	4	4	4	4	4	4	4			5-10'-9
TII	#4	4	4	4	1	4	4	1	4			5+11'-10
112	#4	8	8	8	8	8	8	8	8			5+12'-11
U	#4	12	12	12	12	12	12	12	12			23'-9"
VI	#4	16	20	24	28	32	36	40	44	23'-1°	1'-8"	24'-9"
12	#4	4	4	4	4	4	4	4	4	19'-6"	1'-8"	21'-2"
V3	#4	4	4	4	4	4	4	4	4	15'-6"	1'-8"	17'-2"
V4	#4	4	4	4	1	4	4	4	4	12'-0"	1'-8"	13'-8"
V5	#4	4	4	4	4	4	4	1	1	8'-6"	1'-8"	10'-2"
16	#1	4	4	4	4	4	4	1	1	4'-6"	1'-8"	6'-2"
WI	#4	28	28	28	28	28	28	28	28	4'-0"	W+5'-4"	W+9'-4"
WZ	#4	16	16	16	16	16	16	16	16	3'-8"	W+4'-8"	W+8'-4"
W3	#4	16	16	16	16	16	16	16	16	3'-5"	W+4'-0"	W+7'-5
W4	#4	16	16	16	16	16	16	16	16	3'-2"	W+3'-3"	W+6'-5
W5	#4	16	16	16	16	16	16	16	16	2'-10"	W-2'-4"	W+5'-2'
W6	#4	16	16	16	16	16	16	16	16	2'-6"	W+1'-4"	W-3'-10
W7	#1	16	16	16	16	16	16	16	16	2'-0"	W=5"	W-2'-5
71	#4	4	4	4	4	4	4	1	1			6'-8"
12	*4	1	4	1	1	4	4	4	4		T	10'-9"
Y3	#4	4	4	4	4	4	4	1	1			14'-11'
Y4	*4	1	4	4	1	4	4	1	4			19'-1"
r5	#4	4	4	4	1	4	4	1	4		-	23'-3"
76	#4	4	4	4	1	4	4	1	4			24'-9"



GENERAL MOTES:

This Density Shows The General Details Necessary To Modify A Signia The General Details Necessary To Modify A Signia of General Details and General Representation of General Details of General Representation of General Control Density Show April Ecopy to Specially Modified by The Density Bank April Ecopy to Special Control Details of the General Control Details of the General Control Details of the General Control Details of General Control Details of the General Control Details of General General Control Details of General Genera

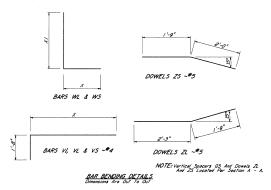
-				ă	MISSISSIPPI DEPARTMENT OF TRAN	SPORTATION
				REVISIONS	WINGS WITH 4:1 SLC FOR BASIC CULVERT DRAW SINGLE CELL HEIGHTS 6-12 FT. SPANS 6-24 FT.	
						WORKING NUMBER
ı	T		Т	Ħ	DESKINED NA CHECKED BU ISSUED TIMT	SHEET NUMBER
		Ш	Ш	á	DETAILED MUC DATE 07-11-97 DATE 08-01-97	377.2



CUL VERT		TABLE OF BARS V ~ #4				
HEIGHT	BA	IRS VI	8	ARS VLI - VLn	B	ARS VSI - VSn
"H"	NO.	DIM. X	NO.	DIM. X	NO.	DIM. X
	وق ي					
6'	Draw	26'-7"	7	22'-10" To 4'-0"	5	21'-9" To 4'-6
8'	4.5	33'-//"	9	30'-7" To 5'-4"	7	30'-0" To 4'-3
10'	83	38'-6"	11	35'-4" To 3'-11"	8	35'-1" To 4'-11
12'	83	44'-3"	13	41'-8" To 3'-8"	9	42'-2" To 6'-

CUL VERT	TABLE OF BARS R ~ #4							
HEIGHT "H"	BAR	NO.	LENGTH					
A'	RS1 To RS19	1 Eo.	W+6'-8" To W+2"					
8	ALI TO AL26	1 Ea.	W+6'-9" To W+1"					
/	RSI To RS22	1 Ea.	W+T'-8" TO W					
10'	RLI TO RL30	1 Eo.	W+7'-9" To W+1"					
101	RS 1 To RS25	1 Ea.	W+8'-11" To W+2					
12'	RLI TO RL35	1 Es.	W+9'-0" To W					

CUL VERT	TABLE OF BARS U ~#4						
HEIGHT	UL, NO. & LENGTH	US, NO. & LENGTH					
- "	LONG WING	SHORT WING					
6'	3 @ 32'-8"	3 9 23'-9"					
8'	3 0 41'-7"	3 @ 30'-3"					
10'	3 @ 47'-3"	3 @ 34'-4"					
12'	3 0 54'-4"	3 @ 39'-6"					



	-	TA	BLE	OF BAI	PS P	L, FS,	Q5,	ZL 8 .	<i>ZS</i>	
CUL VERT HEIGHT	FZ	BARS **4	F	BARS 5 ~#4	SF QS	ACERS	OC ZL	WELS ~#5	00 ZS	WELS -#5
"H"	NO.	LGTH.	NO.	LGTH.	NO.	LGTH.	NO.	LGTH.	NO.	LGTH.
6'	2	33'-2"	2	24'-4"	2	5'-7"	7	4'-0"	7	3'-9"
8'	2	42'-3"	2	30'-11"	2	7'-7"	18	4'-0"	18	3'-9"
10'	2	48'-0"	2	35'-3"	2		18	4'-0"	18	3'-9."
12'	2	55'-3"	2	40'-6"	2	11'-7"	22	4'-0"	22	3'-9"

E:The Number Of Bars Shown In The Tables Is The Number Required For One Complete Headwall Assembly At One End Of Culvert.

	TABLE OF BARS WL								
CUL VERT				LONG WING					
HEIGHT "H"	BAR	NO.	SIZE	DIM. X	DIM. XI				
6'	WLI TO WL43	1 Ea.	#4	4'-0" To 2'-0"	K+5'-8" To K				
8'	WLI TO WL24	1 Ea.	#5	4'-6" To 3'-6"	K+7'-3" To K+4'-5"				
8	WL25 To WL49	1 Ea.	#4	3'-5" To 2'-0"	K+4'-3" TO K				
	WLI TO WLIB	1 Ea.	#6	6'-0" To 5'-3"	K+8'-3" TO K+6'-6"				
10'	WL19 To WL35	1 Ea.	#5	5'-2" To 4'-5"	K+6'-5" To K+4'-6"				
	WL36 To WL64	1 Ea.	#4	4'-4" To 2'-7"	K+4'-4" TO K				
	WLI TO WL27	I Ea.	#7	6'-6" To 5'-4"	K+9'-6" To K+6'-7"				
12'	WL28 To WL39	1 Ea.	#6	5'-3" To 4'-7"	K+6'-6" To K+4'-9"				
	WL 40 To WL 50	1 Ea.	#5	4'-6" To 3'-9"	K+4'-T" TO K+2'-10"				
	WL5/ To WL66	1 Ea.	#4	3'-8" To 2'-8"	K+2'-7" TO K				

	TABLE OF BARS WS							
CUL VERT				SHOP	PT WING			
HEIGHT "H"	BAR	NO.	SIZE	DIM. X	DIM. XI			
6'	WS1 To W531	1 Eo.	#4	4'-0" To 2'-0"	K+5'-8" To K			
8'	WS1 To WS17	1 Ea.	#5	4'-6" To 3'-7"	K+7'-3" To K+4'-7			
0	W518 To W536	1 Ea.	#4	3'-6" To 2'-0"	K+4'-4" To K			
	WSI To WSI2	I Ea.	#6	6'-0" To 5'-4"	K+8'-3" To K+6'-8			
10'	WS13 To WS26	I Ea.	#5	5'-3" To 4'-5"	K+6'-7" TO K+4'-5			
	WS27 To WS47	1 Eo.	#4	4'-4" To 2'-7"	K+4'-4" TO K			
	WS1 To WS19	I Ea.	#7	6'-6" To 5'-4"	K+9'-6" To K+6'-7			
12'	WS20 To WS27	1 Es.	*6	5'-3" To 4'-7"	K+6'-5" TO K+4'-10			
12	W528 To W535	1 Ea.	#5	4'-6" To 3'-10"	K+4'-7" To K+2'-10			
	W536 To W547	I Ea.	#4	3'-9" To 2'-8"	K+2'-7" TO K			

K =	W+5" For	"H" = 6'
K =	W+6" For	"H" = 8'
K =	W+8" For	"H" = 10'
K =	W+9" For	"H" = 12"

	TABL	E OF E	BARS T ~ #4
CUL VERT HEIGHT "H"	BAR	NO.	LENGTH
6'	T/ To T23	1 Eo.	P-5" To P+15'-9'
0	724	3	P+16'-6"
8'	T/ To T29	1 Eo.	P-2" To P+20'-5
	730	3	P+21'-2"
10'	T/ To T33	/ Eo.	P-2" To P+23'-4
10	734	3	P+24'-1"
12'	T/ To T38	/ Eo.	P-2" To P+27'-0
12	739	3	P+27'-9"

			TABLE OF	- BA	IRS L	8 M
CUL VERT HEIGHT	BARS L			BARS M		
"H"	NO.	SIZE	LENGTH	NO.	SIZE	LENGTH
6'	4	#7.	P-4"			NONE
8' - 12'	4	#8	P-4"	2	#4	1.155(Q+2(V))+10

Bars K & N Per Basic Culvert Drawing Except Spacing Shall Be 1'-2".

CUL VERT	TABLE OF BARS Y ~ #4							
HEIGHT "H"			YL - LENGTH	YS - LENGTH				
	BAR	NO.	LONG WING	SHORT WING				
6'	Y/ To Y5	/ Eo.	9'-3" To 31'-10"	6'-8" To 23'-2"				
6	76	/	32'-8"	23'-9"				
A'	Y1 To Y6	2 Ea.	9'-3" To 37'-6"	6'-8" To 27'-3"				
8	77	4	41'-7"	30'-3"				
	Y1 To Y6	2 Ea.	10'-1" To 45'-6"	T'-4" To 33'-1"				
10'	77	4	47'-3"	34'-4"				
	Y1 TO Y7	2 Eo.	10'-8" To 53'-1"	7'-9" To 38'-7"				
12'	Y8	6	54'-4"	39'-6"				

GENERAL NOTES:

The Drawing Steves The General Datails Necessary To Mortly A Single Or Double and Description With Ways With 44 Stope For A 30" Stev.

All Generaling Dimensions Reinforcement Details And General Repurimental Section And Control Covering North And Indian And I

MISSISSIPPI DEPARTMENT OF TRANSPORTATION BOX CULVERT DRAWING 30° SKEW DETAILS WINGS WITH 4:1 SLOPE

> SINGLE & DOUBLE CELL CULVERTS WORKING NUMBER ISK-30-4W SHEET NUMBER 401.2

DESIGNED NA CHECKED BJJ ISSUED TMT

DETAILED ALT DATE 07-11-97 DATE 08-01-97

CODE: (SP)

## SECTION 904 – NOTICE TO BIDDERS NO. 11

**DATE:** 05/30/2004

**SUBJECT:** Standard Drawings

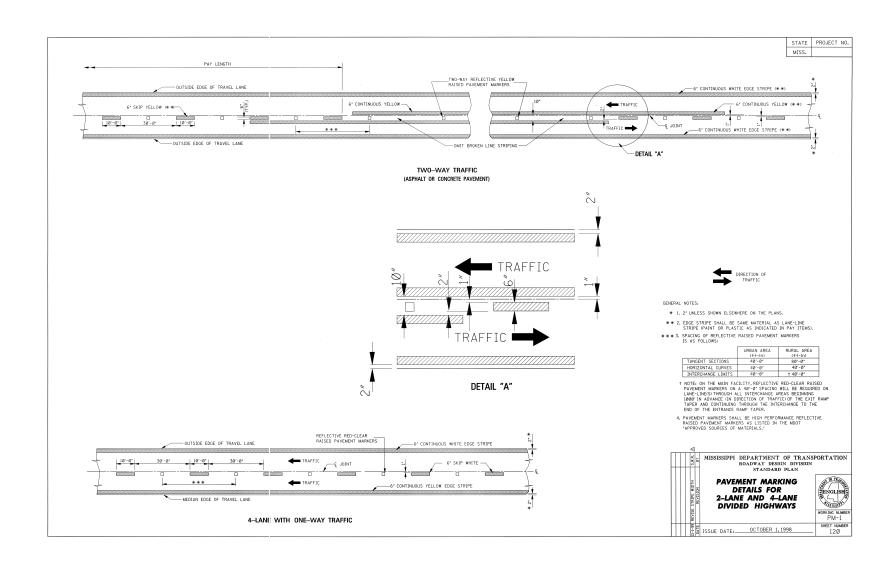
Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

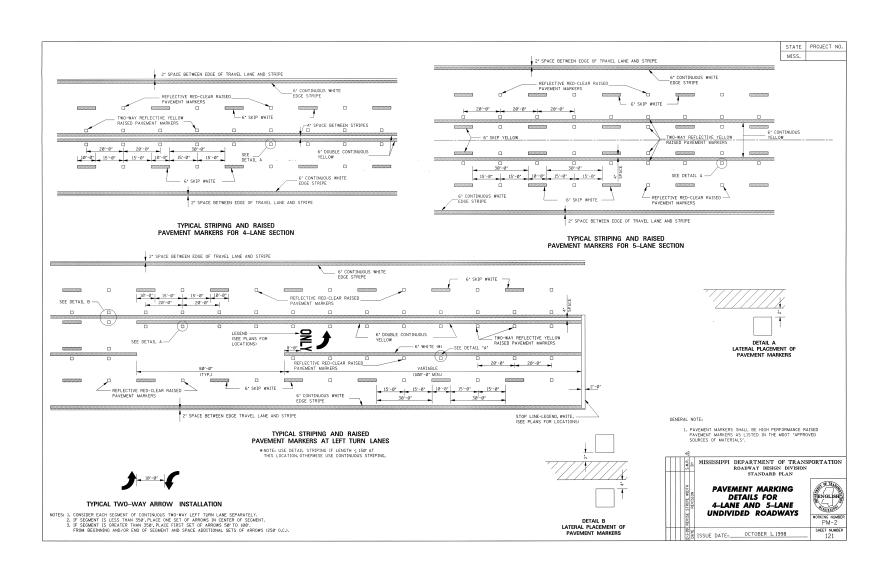
MDOT Plans Print Shop MDOT Administration Building 401 North West Street, Room 1100 P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

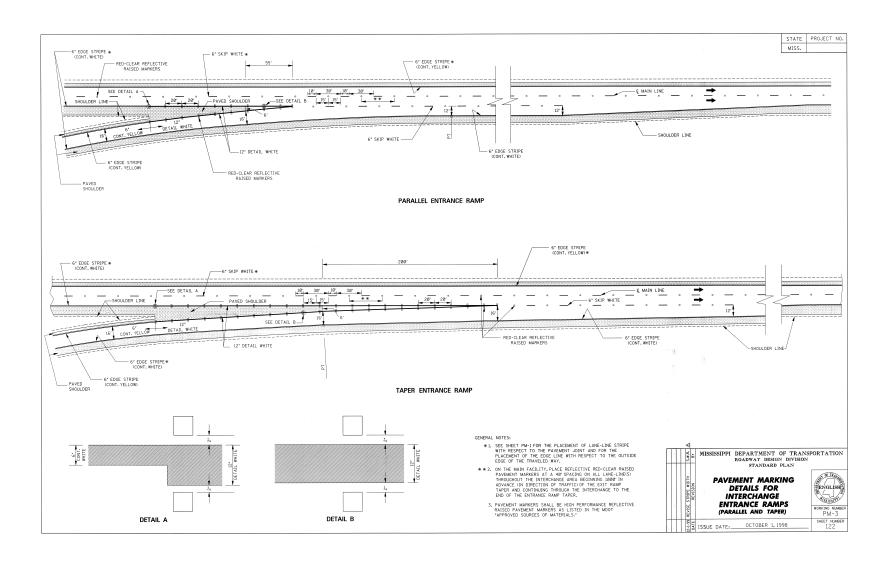
Telephone: (601) 359-746 or FAX: (601) 359-7461

or e-mail: plans@mdot.state.ms.us

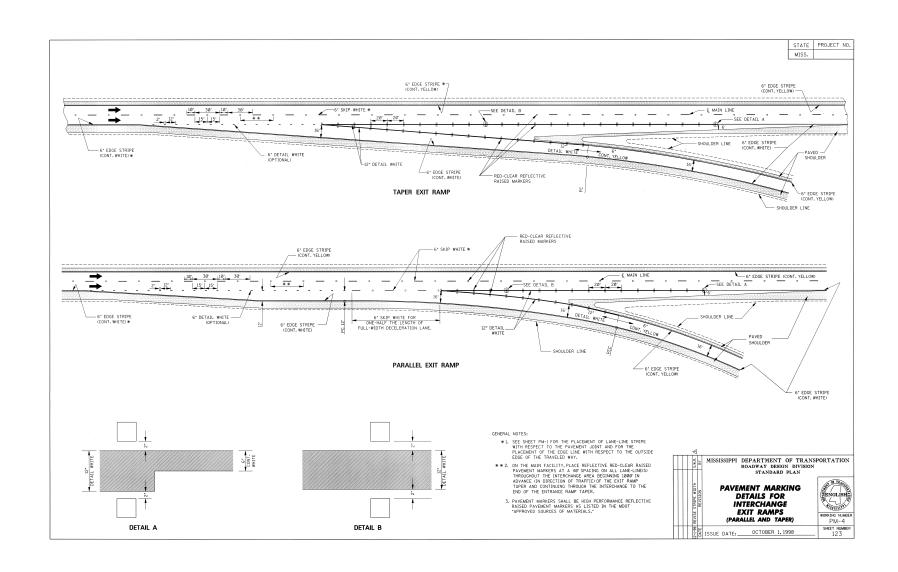


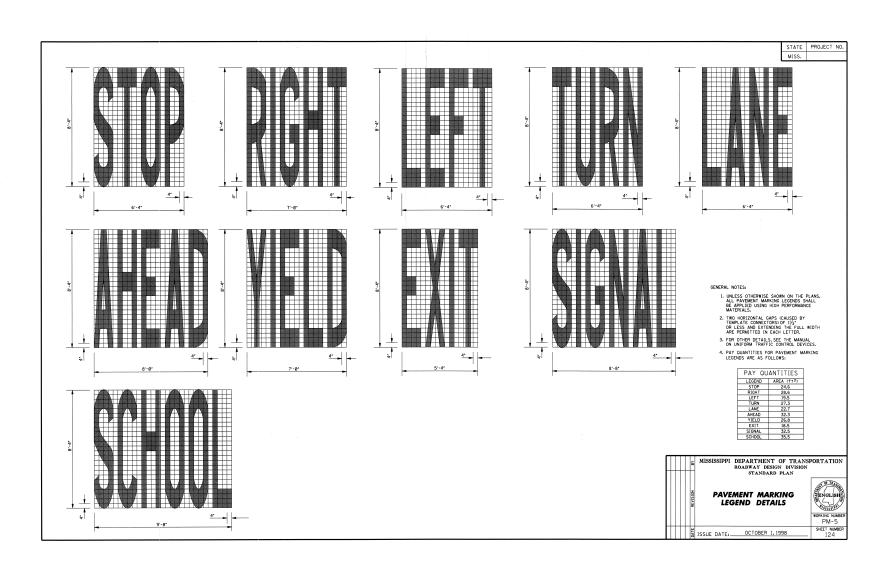
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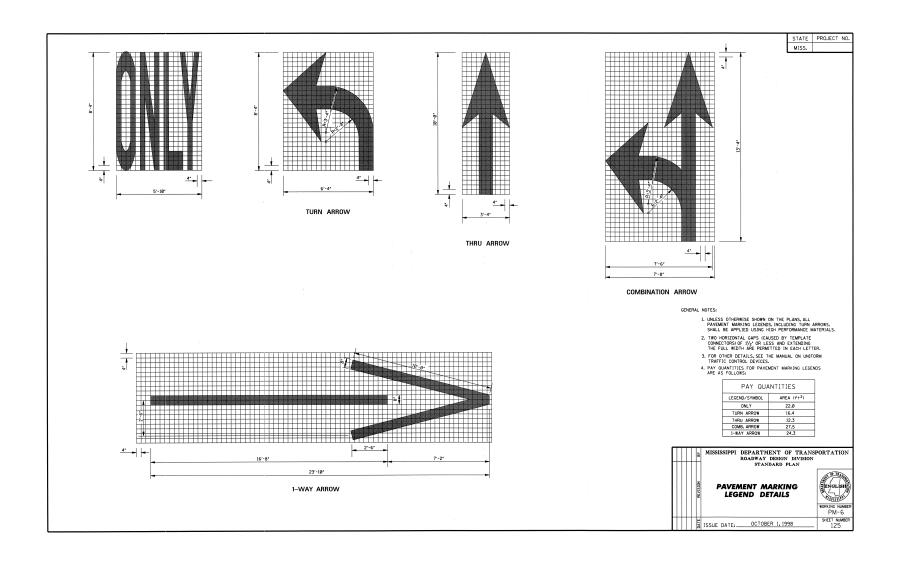




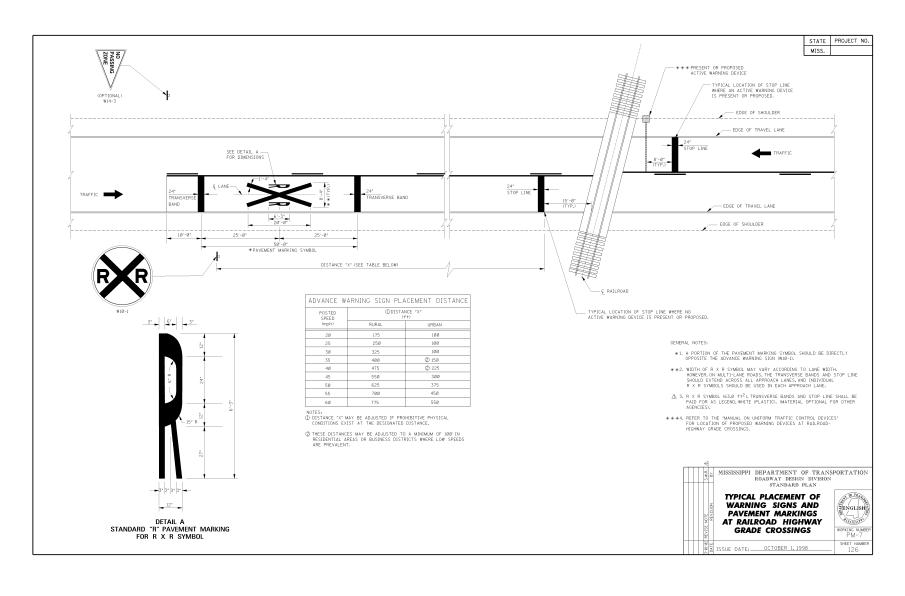
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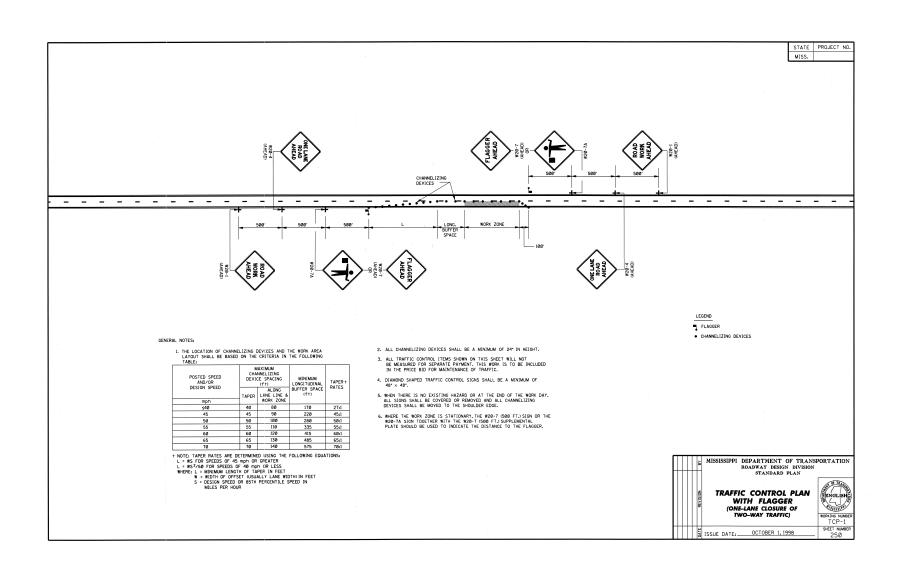


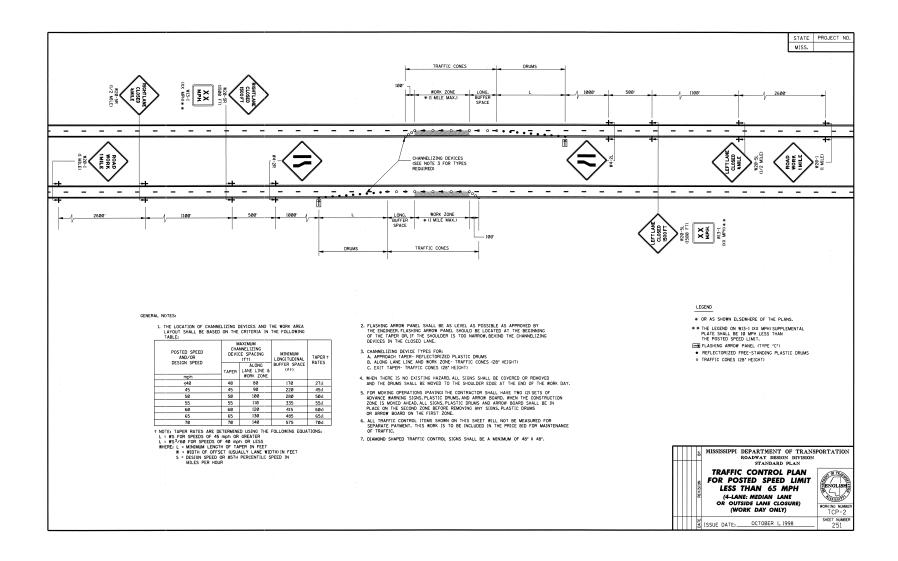


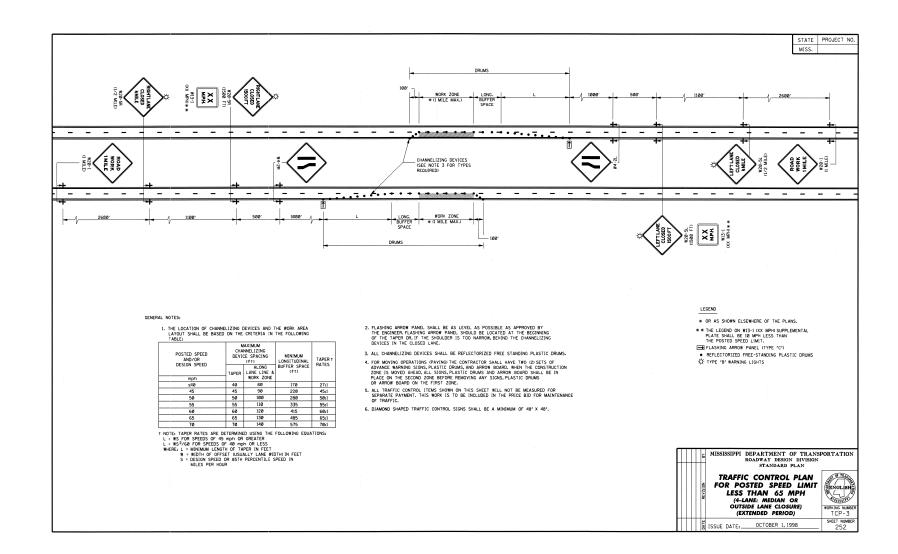


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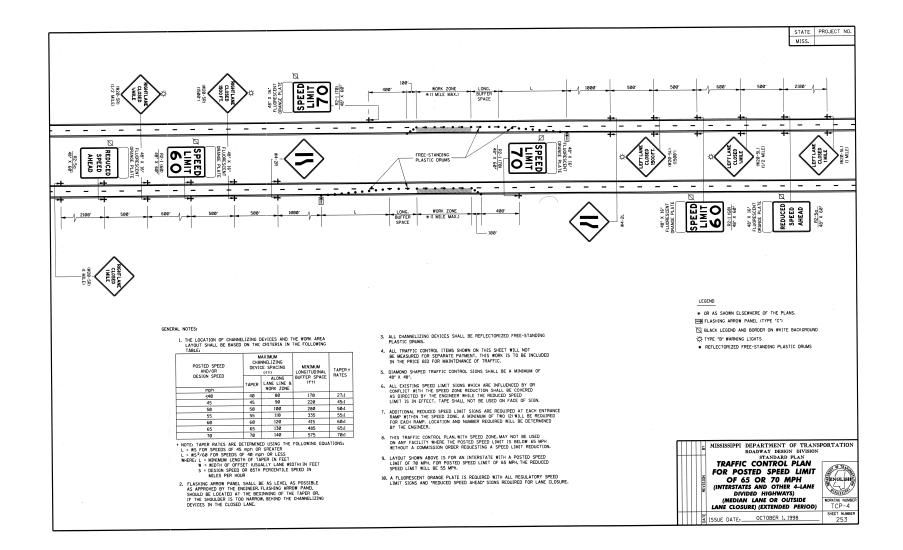




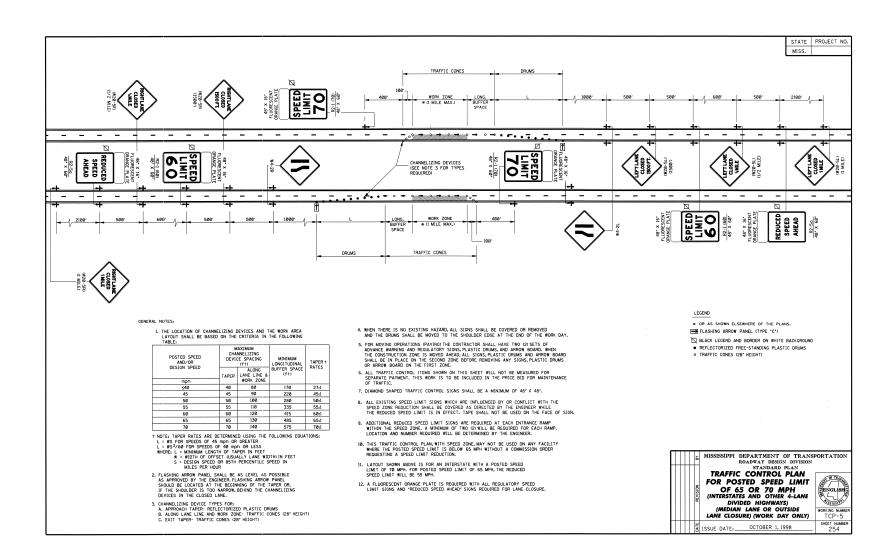




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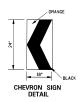




STATE PROJECT NO MISS.

#### STANDARD BARRICADES

- A TYPE I BARRICADE CONSISTS OF ONE (I) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT 'A' FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR UBBAN STREETS AND ARTERIALS.
- A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT 'A' FRAME, TYPE II BARRICADES
  ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SALL AS, FOR EXAMPLE ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADMAY, OR FOR TEMPORARY DAYTIME USE.
- A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
- TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL. THAT WILL BLOCK VIEW OR RAIL FACE.
- 8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

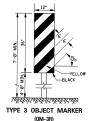


- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LARCS ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2"-0" BEINIO THE LARC TRANSITION STRIPE.

### BARRICADE CHARACTERISTICS

	I	I	ш
WIDTH OF RAIL * *	8" M[N 12" MAX.	8" MIN 12" MAX.	8" MIN 12" MAX.
LENGTH OF RAIL ** 24" MIN.		24° MIN.	48° MIN.
WIDTH OF STRIPE * 6"		6.	6"
HEIGHT 36° MIN.		36° M[N.	60° MIN.
NUMBER OF REFLECTORIZED RAIL FACES 2 (ONE EACH DIRECTION)		4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT 'A' FRAME	POST OR SKID

- \* 1. FOR RAILS LESS THAN 36' LONG, 4' WIDE STRIPES MAY BE USED.
- \*\* 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 Int OF REFLECTIVE AREA FACING TRAFFIC.



- TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
- 2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
- THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



### VERTICAL PANEL

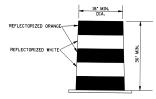
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8' TO 12' IN WIDTH AND A MINIMUM OF 24' IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.
- 3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 In 20F RETROREFLECTIVE AREA FACING TRAFFIC.
- FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

#### GENERAL NOTES:

- MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
- THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

### WING BARRICADES

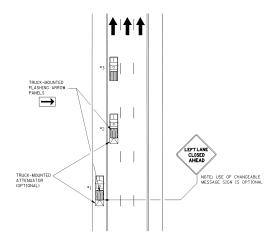
- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAYEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARRING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



#### PLASTIC DRUM STRIPING DETAIL

- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR OR REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES IZ GRANGE & WITHES WIDE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0' FROM THE EDGE OF TRAVELED LANE.





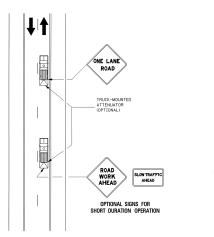
MOBILE OPERATIONS ON MULTILANE ROAD A

### MOBILE OPERATIONS ON MULTILANE ROAD

#### NOTES:

- VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, FLAGS, SIGNS, OR ARROW PANELS.
- PROTECTION VEHICLE \*I SHOULD BE EQUIPPED WITH AN ARROW PANEL.
   AN APPROPRIATE LANG CLOSURE SIGN SHOULD BE PLACED ON PROTECTION
   VEHICLE \*I SO AS NOT TO OBSCURE THE ARROW PANEL.
- PROTECTION VEHICLE \*2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
- PROTECTION VEHICLE "I SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- 5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE "I SHOULD BE ELIMINATED.
- ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (i.e., VEHICLE \*1 ON THE SHOULDER (IF PRACTICAL), VEHICLE \*2 IN THE CLOSED LANE, AND VEHICLE \*3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 60° X 30° IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCO.
- B. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

#### MOBILE OPERATIONS ON TWO-LANE ROAD



### MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

  I. WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES

  SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN

  NOT BE DONE PREQUENTLY, AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE

  PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS, PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AREAD, WREEVER ADOLDATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MAINTAIN THE MINIMUM DISTANCE AND PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION WENTLES SHOULD SON DOWN IN ADVANCE OF VEHICLES OF HORIZON DOWN IN ADVANCE.
- 3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE COUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SION. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. HIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.



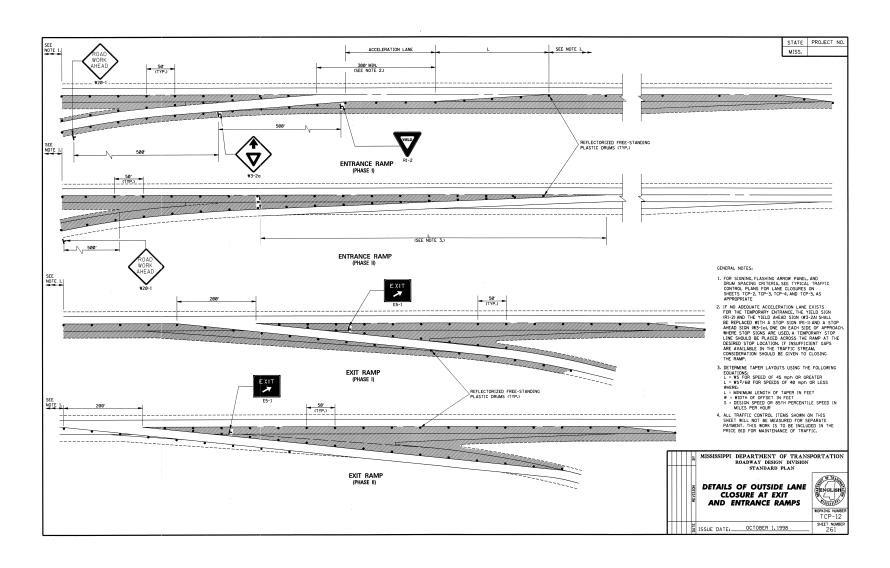
MOBILE OPERATIONS **MULTILANE ROADS** AND TWO-LANE ROADS

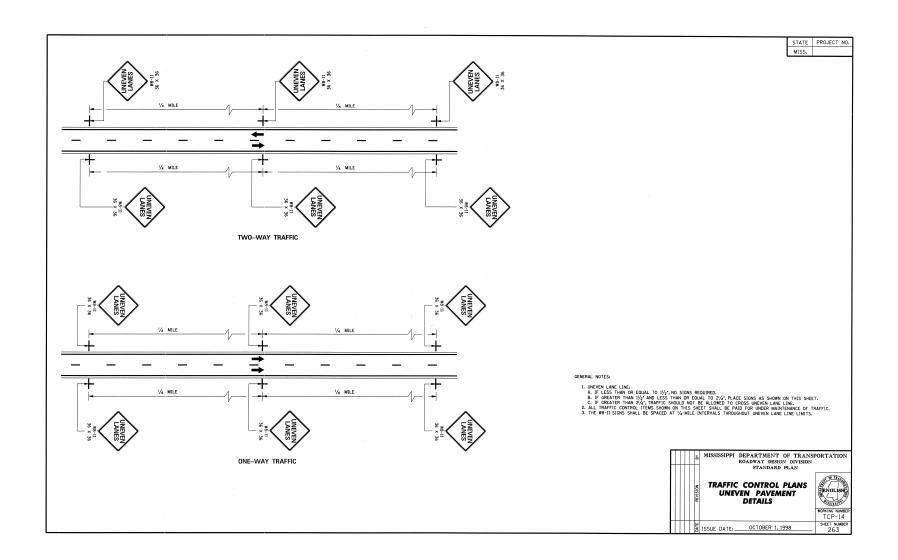
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STATE PROJECT NO.

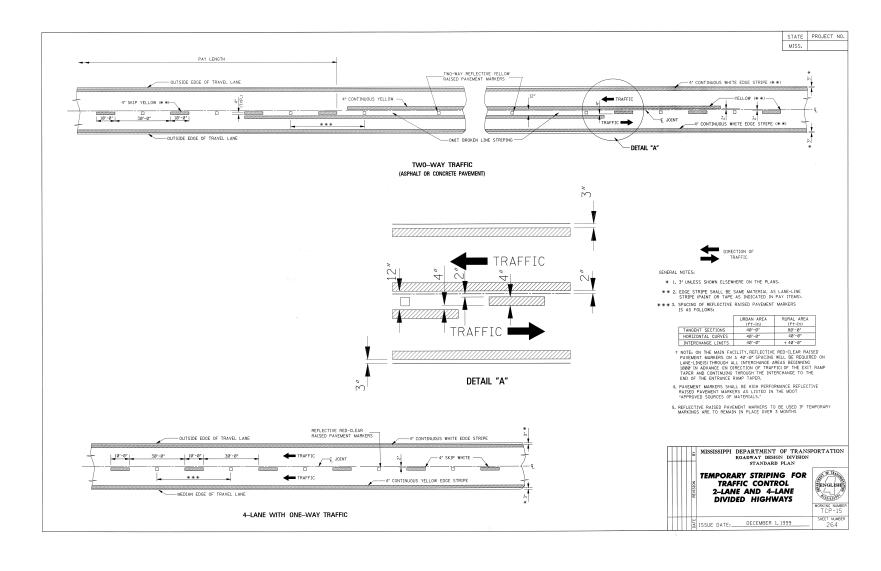
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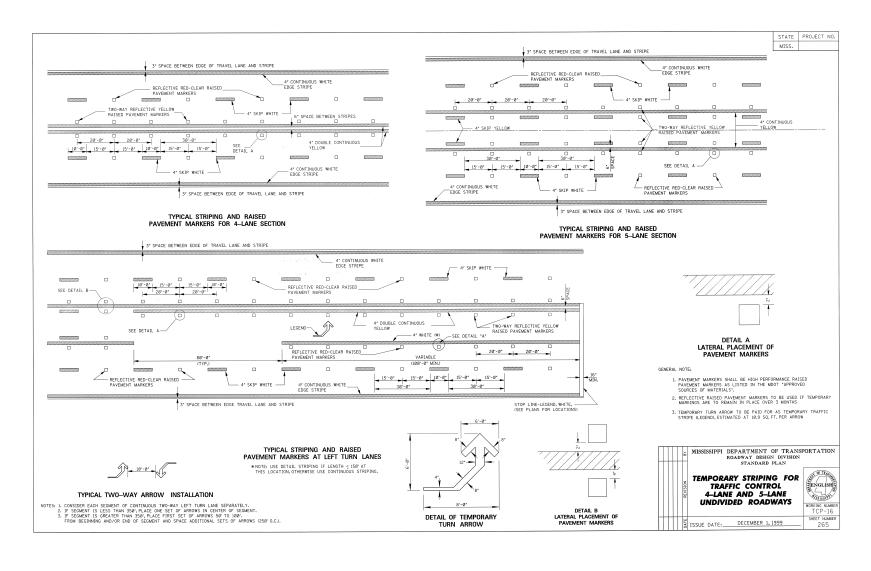
ISSUE DATE: OCTOBER 1, 1998





- 1





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/

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 <u>ALL BIDDERS</u> submitting a bid proposal and <u>must be included in the bid proposal package</u>. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered <u>irregular</u>.

CODE: (SP)

**SECTION 904 - NOTICE TO BIDDERS NO. 15** 

DATE: 05/03/2004

**SUBJECT:** Storm Water Discharge Associated with Construction Activity

 $(\geq 5 \text{ Acres})$ 

**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

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

The Department has acquired Certificate of Permit Coverage <u>MSR-103246</u> under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Construction Notice of Intent (CNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

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

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

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

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

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

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

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

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

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

**SECTION 904 - NOTICE TO BIDDERS NO. 80** 

CODE: (SP)

**DATE:** 06/08/2004

**SUBJECT:** Temporary Vegetation Schedule

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

## TEMPORARY VEGETATION SCHEDULE

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

**SECTION 904 - NOTICE TO BIDDERS NO. 115** 

CODE: (SP)

**DATE:** 11/30/2004

SUBJECT: CONTRACT TIME

**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued by not later than **February 9, 2005** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be **March 10, 2005**.

Should the Contractor request a Notice to Proceed earlier than <u>March 10, 2005</u>, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

Allowable Time Units will be **130**.

The contract time has been based on Column "D" of the Table of Time Units, in Subsection 108.06.

CODE: (SP)

### SECTION 904 – NOTICE TO BIDDERS NO. 116

DATE: 12/21/2004

**SUBJECT:** Scope of Work

**PROJECT:** IM-0020-01(166)/103928 - Rankin County

The contract documents do not include an official set of construction plans, but may by reference include some Standard Drawings when so specified in a Notice to Bidder's entitled Standard Drawings." All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

### Work on the project shall consist of the following:

Mill and overlay approximately 3.5 miles of existing concrete pavement overlaid with asphalt on Interstate Highway 20 from the east end of the I-20 bridges over US 80 at the West Brandon Interchange (WBI) to east of the I-20 bridges over US 80 at the East Brandon Interchange (EBI). The area affected shall be from Station 653+10 to Station 840+00 in the left lanes and from Station 653+00 to Station 842+50 in the right lanes. Work on the interchange ramps within the project limits will be included. This includes the 2 eastern ramps at WBI and 4 ramps at EBI.

The existing mainline construction consists of Continuous Reinforced Concrete Pavement overlaid with Hot Mix Asphalt Pavement. The interchange ramps at the WBI are constructed of Jointed Reinforced Concrete Pavement. The interchange ramps at the EBI are CRCP (East side) and JRCP (West side).

The Project will be divided into 4 sections based on the work required.

### **BOP** to the Bridges Over North Street

Sta. 653+83 – Sta. 694+43 (East Bound) Sta. 653+10 – Sta. 694+31 (West Bound)

Work in this section shall consist of milling the mainline 2 inches and variable to a 2% slope and replacing with one lift @ 2" of HMA, 12.5 mm Mix, HT, Polymer Modified. The shoulders shall be milled 2" and variable to a 4% slope. The inside shoulders shall be paved with one lift @ 2" of HMA, 12.5 mm Mix, HT, Polymer modified. The outside shoulders shall be paved with one lift @ 2" of HMA, 12.5 mm Mix, HT. Paved shoulder widths shall be per the typical sections.

### Bridges Over North Street to US 80 Bridges @ EBI

697+99 – 811+57 (East Bound) 696+87 – 812+97 (West Bound)

Work in this section shall consist of milling the mainline to a depth of 3 inches and variable to a 1.5% (+/-) slope and paving with two lifts of HMA placed as follows:

2" and Variable HMA, 12.5mm Mix, HT, Polymer Modified (2" @ CL, 1 ½" @ EP) 1 ½" HMA, 9.5mm Mix, HT, Polymer Modified

The shoulders shall be milled 1 inch and variable to a 4% slope. The inside shoulders shall be paved with one lift @ 1½ inches of HMA, 9.5mm Mix, HT, Polymer Modified. The outside shoulders shall be paved with one lift @ 1½ inches of HMA, 9.5mm Mix, HT. Paved shoulder widths shall be per the typical sections.

Paving in the milled areas in this section shall begin immediately behind the milling operations. All milled areas in this section shall be overlaid the same day as milled. Traffic <u>will not</u> be allowed to run on the milled surfaces in this section and lane closure restrictions shall not be violated.

Preliminary tests indicate 3 inches and variable thickness HMA over CRCP, however, there are areas within this section that have been pre-leveled. Care should be exercised when milling so as not to leave a "scab" of unbonded asphalt. Additionally, milling depth may have to be adjusted to remove any stripped or unsuitable material below the specified milling depth as directed by the Engineer. Bridges Over US 80 @ EBI to EOP

```
Sta. 817+71– Sta. 842+50 (East Bound)
Sta. 818+39 – Sta. 840+00 (West Bound)
```

Work in this section shall consist of milling the mainline 2 inches and variable to a 2% slope and replacing with one lift @ 2" of HMA, 12.5 mm Mix, HT, Polymer Modified. The shoulders shall be milled 2 inches and variable to a 4% slope. The inside shoulders shall be paved with one lift @ 2" of HMA, 12.5 mm Mix, HT, Polymer Modified. The outside shoulders shall be paved with one lift @ 2" of HMA, 12.5 mm Mix, HT. Paved shoulder widths shall be per the typical sections. Interchange Ramps

### **WBI Ramps and Western EBI Ramps**

These ramps are constructed of JRCP. The required work shall consist of cleaning and sealing the existing transverse joints. Payment will be made under Pay Items 413-A and 413-B. The existing HMA shoulders are to be milled to the specified depth and paved per the applicable typical sections. Ramp extensions shall be required as detailed below.

### **Eastern EBI Ramps**

These ramps are constructed of CRCP. The required work shall consist of overlaying the ramp and left shoulder with one lift of HMA, 12.5mm Mix, HT, Polymer Modified, placed 2" and variable per the typical section. The right shoulder shall be paved with one lift of HMA, 12.5mm Mix, HT (1@2"). Ramp extensions shall be required as detailed below.

### **Ramp Extensions**

Ramp extensions will be required at all entrance and exit ramps as per current MDOT design policy except for the NW ramp at EBI as noted below. This requires a 600' parallel acceleration /deceleration lane with a 300' taper. Removal and installation of delineators will be required at all interchanges and ramps per the attached drawings. Payment for removal of delineators shall be included in other items of work.

Extensions shall be required at the following locations:

```
Sta. 661+80(+/-) to Sta. 669+64(+/-) (Northeast at WBI) (See Details on Sequence of Operations) Sta. 662+41(+/-) to Sta. 675+53(+/-) (Southeast at WBI) (See Details on Sequence of Operations) Sta. 787+07(+/-) to Sta. 806+65(+/-) (Northwest at EBI) (See Details on Sequence of Operations) Sta. 794+65(+/-) to Sta. 802+49(+/-) (Southwest at EBI) (See Details on Sequence of Operations) Sta. 824+34(+/-) to Sta. 837+46(+/-) (Southeast at EBI) (See Details on Sequence of Operations) Sta. 827+04(+/-) to Sta. 834+88(+/-) (Northeast at EBI) (See Details on Sequence of Operations)
```

The pavement structure for the ramp extensions and shoulders shall be as detailed on the respective typical sections.

### Other Work

### Guardrail

Existing guardrail shall be upgraded as detailed below and in the quantity summary sheet. All guardrail removed is to be replaced the same day and prior to reopening the adjacent lane of traffic.

```
Sta. 653+62(+/-) to Sta. 655+62(+/-) (Replace All)

Sta. 655+38(+/-) to Sta. 657+75(+/-) (Replace End Section and 200' New Guardrail)

Sta. 766+05(+/-) to Sta. 766+30(+/-) (Replace All)

Sta. 797+90(+/-) to Sta. 798+55(+/-) (Replace All)

Sta. 811+25(+/-) to Sta. 811+75(+/-) (Replace All)

Sta. 817+40(+/-) to Sta. 817+65(+/-) (Replace All)
```

### Failed Areas

Punch-outs shall be constructed in accordance with attached details, standard drawing and appropriate pay items. (As directed by the Engineer)

No Lanes Closures will be allowed for Failed Areas (punch-out repair) between 6:00 A.M. Monday and 7:30 P.M. Friday unless specifically directed by the Engineer. If lane closure occurs Monday thru Friday for punch-out repairs, Contractor will be charged a fee of \$500.00 per lane for each full or partial 5 minutes the lane is obstructed. If the punch-out repairs are directed by the Engineer during this time period, the lane closure fee will be waived. Holes not completed must be filled with gravel, compacted granular material, or covered with a metal plate and the lane shall remain closed to traffic. No separate payment will be made for items required to provide protection for failed areas left open overnight or for items used to fill holes; cost to be included in items bid.

At anytime prior to placement of the initial lift of asphalt all failed areas in the existing concrete pavement are to be removed and replaced. These locations to be determined by the Engineer. Upon placement of new concrete, the concrete shall be placed to a finished elevation so as to coincide with adjacent undisturbed concrete. Following repair of the concrete pavement, the patched area shall be overlaid with 12.5mm Mix HT Polymer Modified.

Failed longitudinal joints in the existing HMA Overlay, as identified by the Engineer, will be repaired by milling a 42" (+/-) wide strip along the failed joint after the mainline milling has been performed. The depth of this additional milling will be 4" or to the concrete surface. HMA 12.5mm Mix, HT, PM will be placed in the milled area and compacted in place the same day as removed. Payment for this milling will be made under Pay Item 406-A Cold Milling of Bituminous Pavement, All Depths, S.Y.

### **Drainage Structures**

Box culverts and pipes listed on the attached summary will be extended as detailed or as directed. Payment will be made under the appropriate pay items.

### Random Clearing/Clearing and Grubbing

Random Clearing will be required along the project to remove vegetation back to limits per the attached detail, "Cross Sectional Examples" and attached clearing limit tables. Random Clearing will be required at the stations listed in this proposal or as directed by the Engineer. In areas where remaining vegetation outside the specified limit results in a "canopy" inside the specified limits, removal of tree limbs along a vertical plane as established by the clearing limit will be required. Payment for removal of the "canopy" will be considered to be included in the price bid for Random Clearing.

Clearing and Grubbing will be required in the median per the included detailed drawing or as directed by the Engineer and shall be the first order of work. No other work will be allowed until trees and brush in the median have been cleared. Specimen trees as designated by the Engineer will not be removed and all precautions necessary shall be taken to insure the survival of the specimen

trees. The Engineer must approve all construction that takes place within the root protection area of specimen trees. For the duration of the project, construction materials, vehicles, staging areas, topsoil, disposal areas, trailers, etc., are not to be stored/located within the root protection area. The area shall be protected from flooding, erosion, sedimentation, and potentially harmful materials through run-off or spillage. The root protection area is defined as an area equal to 10 feet outside the tree dripline. Failure to properly protect the specimen trees shall be grounds for halting the clearing operations until corrections are made. Mowing will be required on this project and paid under the appropriate pay item. Areas to be mowed will be all areas previously mowed by MDOT maintenance, cleared and grubbed areas as well as all randomly cleared areas. Additionally, Restoration of Channels as outlined by the Notice to Bidders will be required. Payment for this work will be made under Pay Item 201-B, Clearing and Grubbing.

Burning of waste vegetation, debris, etc. resulting from the clearing operations will not be allowed on the interstate right-of-way. Burning on adjacent private property that might result in a traffic hazard will likewise not be permitted.

Logging, clearing, grubbing, chip/debris/vegetation removal and erosion control operations must be performed during daylight hours. Any of these operations that are underway within 30' of the outside edge of the travel lane are to be performed behind the appropriate shoulder/lane closures as specified elsewhere within the contract or as directed by the Engineer. Accumulations of chips and clearing debris shall not be allowed to remain within 30' of the outside edge of the travel lane.

All dead or dying trees shall be removed as directed by the Engineer throughout the life of the project until final maintenance release is issued. Price for removal of dead trees is to be included in other items bid.

Grassing will be required at all disturbed areas as directed. Grassing shall be accomplished in accordance with standard specifications. Areas to be grassed shall be graded to the satisfaction of the Engineer prior to grassing. Payment for this work is to be absorbed in other pay items. All grassing shall be performed at the earliest time to minimize the potential for erosion.

### **General Notes**

Where applicable the existing shoulders are to be raised to match the new pavement elevation by placing variable depth Class 5, Group C Granular Material on the existing shoulders. Placement of the granular material on the finished asphalt course shall not be permitted. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%). Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum amount of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%). The cost of blading will be an absorbed item and is not to be included in the price of pay items bid. The Contractor shall be required to place granular material on the shoulders at any time a differential of 2 1/4 inches or more exists between the present pavement edge and the shoulder grade.

Rumble Strips shall be used for shoulder delineation throughout the project as shown on standard drawings.

It shall be the responsibility of the contractor to protect existing structures such as pipes, inlets, aprons, paved ditches, bridges, fences, etc. from damage which might occur during construction. The contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment will be made for replacement or repair of damaged items.

Any signs that are in conflict with construction of this project shall be removed and relocated by the contractor as directed by the Engineer, the cost of which is to be absorbed in other items bid.

The Contractor shall erect and maintain construction signing and provide all signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost is to be included in the price bid for Pay Item No. 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated in the plans to be black legend and border on white background.

Incidental work such as removing vegetation, shaping and compacting shoulders, removing and resetting signs, removing excess asphalt material, project clean-up, and other items of incidental work necessary to complete the project will not be measured for separate payment and will be considered included in the prices of items bid.

Litter shall be removed from the project right-of-way and properly disposed of by the Contractor at least monthly during the life 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. In addition to the monthly litter removal; the Contractor shall on a daily basis, remove all debris from within the roadway and a 30-foot clear zone which, in the opinion of the Engineer, is a hazard to the traveling public. No direct payment will be made for the litter and/or debris removal; the cost is to be included in the prices of items bid. Failure of the Contractor to remove litter and/or debris as prescribed herein shall be just cause for withholding the monthly progress estimate payment until the litter and/or debris is satisfactorily removed by the Contractor.

Portland Cement for structural concrete should be Type II, or Type I, with a maximum tricalcium aluminate content of 8%.

Milling operations shall be in accordance with these contract documents and the MDOT Standard Specifications For Road and Bridge Construction. Where milling of the roadway lanes is required, the contractor shall provide outlets in the existing shoulders at sufficient intervals to prevent pooling or standing water on the milled surface (not a separate pay item).

The contractor shall coordinate his activities to insure that milled surfaces are maintained until the date they are covered by the surface course. Any damage to the roadway that occurs as a result of the Contractor's failure to maintain the milled surface shall be repaired at the Contractor's expense. Traffic **will not** be allowed to run on the milled surfaces in the section from North Street to EBI. Traffic **will** be allowed to run a maximum of 7 calendar days on the other milled sections. Approved mix designs must be on hand prior to milling and asphalt placement must begin within seven days of beginning milling operations with the exception of the section from North Street to EBI, which must be overlaid the same day. Also, milling operations will not commence until such time that, in the opinion of the Engineer, weather conditions have been consistently suitable enough to allow placement of the HMA after the milling operations. All milling will become the property of the contractor.

Asphalt is to be extended under the guard rail and 2 feet behind guardrail post.(See Details)

Any material excavated from the existing shoulder shall be used to raise the existing shoulder to match the new pavement elevation and any surplus material shall be spread along the edge of the shoulders, foreslopes, or other adjacent areas as directed by the Engineer and will be an absorbed item. Material which cannot be placed in adjacent areas and deemed to be excess excavation by the Engineer shall be removed under Pay Item No. 203-G, Excess Excavation.

Temporary Traffic Stripe will be required immediately after milling and overlay operations and prior to opening area to traffic. Separate payment will be made for temporary traffic stripe, Pay Item Nos. 619-A1 through 619-A6. Temporary stripe on the final riding surface shall be placed in the same location and layout as permanent stripe.

All permanent striping will be thermoplastic except on bridges. All permanent striping on bridges will be high performance cold plastic. Removal of existing cold plastic markings will be required prior to placement. Edge lines will be placed to maintain original lane widths.

High Performance Raised Markers shall be installed as per standards.

Voids created by the removal of posts, concrete anchors, footings, etc., shall be backfilled and tamped in accordance with Section 203 of the Mississippi Standard Specifications for Road and Bridge Construction (absorbed item).

All ditch plugs and authorized crossovers will be brought to current safety standards. The slopes will be flattened to a 10:1 slope per the attached detail.

Removal and replacement of fence will be required at box culvert extensions or other locations as directed. Removal includes all anchors, appurtenances, gates, etc. Payment will be made under the appropriate pay items.

Potholes which exist or which may occur in the existing pavement are to be patched in a timely manner and prior to paving operations.

# Random Clearing I-20 From West Brandon to East Brandon (East Bound)

BEG.	ENDING	LENGTH	ТҮРЕ	REMARKS
STATION	STATION	(STATIONS)	AREA	
56+55	65+04	8.49	CUT	RT OF SE RAMP WEST BRANDON
665+04	666+00	0.96	CUT	RT OF SE RAMP WEST BRANDON
670+00	676+00	6	CUT	RIGHT OF RIGHT LANE
700+00	706+00	6	CUT	RIGHT OF RIGHT LANE
717+00	735+00	18	CUT	RIGHT OF RIGHT LANE
737+00	738+00	1	CUT	RIGHT OF RIGHT LANE
742+00	763+00	21	CUT	RIGHT OF RIGHT LANE
769+00	772+00	3	CUT	RIGHT OF RIGHT LANE
788+00	796+00	8	CUT	RIGHT OF RIGHT LANE
18+00	22+00	4	CUT	RIGHT OF RIGHT LANE
18+00	27+00/824+75	9	CUT	LEFT OF SE RAMP EAST BRANDON
BEG.	ENDING	LENGTH	TYPE	REMARKS
STATION	STATION	(STATIONS)	AREA	
666+00	670+00	4	FILL	RIGHT OF RIGHT LANE
676+00	682+00	6	FILL	RIGHT OF RIGHT LANE
685+00	687+75	2.75	FILL	RIGHT OF RIGHT LANE
697+00	700+00	3	FILL	RIGHT OF RIGHT LANE
706+00	717+00	11	FILL	RIGHT OF RIGHT LANE
767+00	769+00	2	FILL	RIGHT OF RIGHT LANE
<u> </u>	707100	2	LILL	KIOTI OF KIOTI LANE
773+00	788+00	5	FILL	RIGHT OF RIGHT LANE
773+00 796+00				
	788+00	5	FILL	RIGHT OF RIGHT LANE
796+00	788+00 798+82	5 2.82	FILL FILL	RIGHT OF RIGHT LANE RIGHT OF RIGHT LANE
796+00 10+00	788+00 798+82 13+00	5 2.82 3	FILL FILL FILL	RIGHT OF RIGHT LANE RIGHT OF RIGHT LANE RIGHT OF SW RAMP EAST BRANDON
796+00 10+00 805+50	788+00 798+82 13+00 813+00	5 2.82 3 7.5	FILL FILL FILL FILL	RIGHT OF RIGHT LANE RIGHT OF RIGHT LANE RIGHT OF SW RAMP EAST BRANDON RIGHT OF RIGHT LANE
796+00 10+00 805+50 816+00	788+00 798+82 13+00 813+00 821+00	5 2.82 3 7.5 5	FILL FILL FILL FILL FILL	RIGHT OF RIGHT LANE RIGHT OF RIGHT LANE RIGHT OF SW RAMP EAST BRANDON RIGHT OF RIGHT LANE RIGHT OF RIGHT LANE

# Random Clearing I-20 From West Brandon to East Brandon (West Bound)

BEG.	ENDING	LENGTH	TYPE	REMARKS
STATION	STATION	(STATIONS)	AREA	
697+00	708+00	11	CUT	LEFT OF LEFT LANE
714+00	734+00	20	CUT	LEFT OF LEFT LANE
736+00	752+00	16	CUT	LEFT OF LEFT LANE
766+00	782+00	16	CUT	LEFT OF LEFT LANE
11+70	21+00	9.3	CUT	LEFT OF NW RAMP EAST BRANDON
17+00	21+00	4	CUT	RIGHT OF NW RAMP EAST BRANDON
11+65	15+00	3.35	CUT	RIGHT OF NE RAMP EAST BRANDON
20+00	23+00	3	CUT	LEFT OF NE RAMP EAST BRANDON

BEG. STATION	ENDING STATION	LENGTH (STATIONS)	TYPE AREA	REMARKS
56+00	64+00	8	FILL	LEFT OF NE RAMP WEST BRANDON
64+00/664+16	668+00	3.84	FILL	LEFT OF LEFT LANE
678+00	686+00	8	FILL	LEFT OF LEFT LANE
708+00	714+00	6	FILL	LEFT OF LEFT LANE
752+00	765+00	13	FILL	LEFT OF LEFT LANE
782+00	788+00	6	FILL	LEFT OF LEFT LANE
811+00	815+00	4	FILL	LEFT OF LEFT LANE
818+00	824+00	6	FILL	LEFT OF LEFT LANE
12+00	20+00	8	FILL	LEFT OF NE RAMP EAST BRANDON

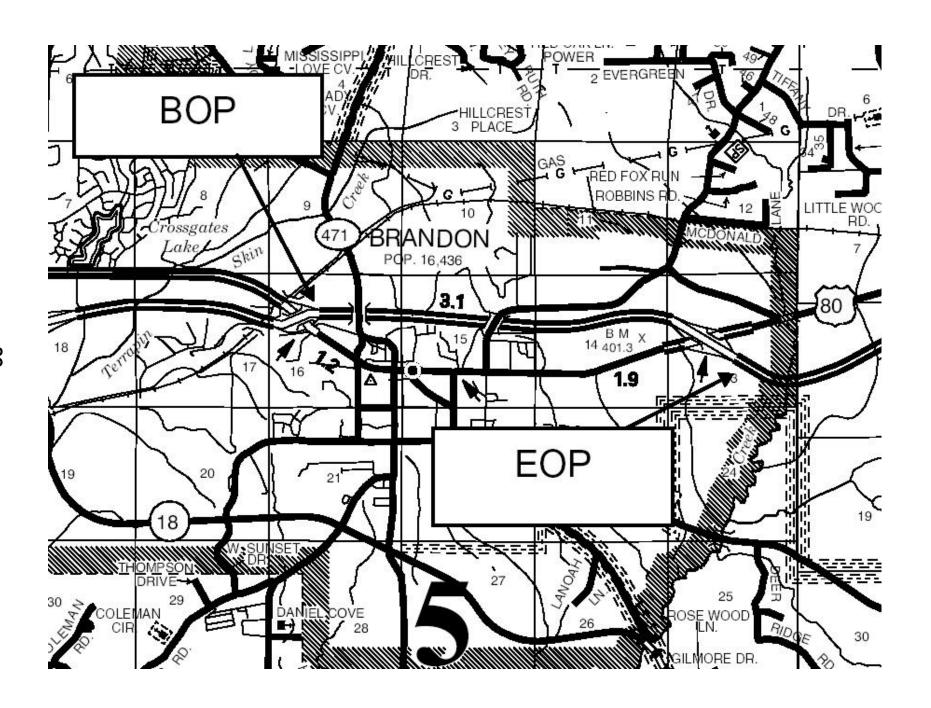
# Notice to Bidders No.116 -- Cont'd

# **Punchouts Right Lane**

			PUNCH - O	JTS			
	SI	ZE		SAW -CUTS			
STATION	L X W	SY.	3"	8"	LONG.	#5 TIE BAR	REMARKS
664+00	36 X 6	24.00	12	12	36	6	RT RT LN
671+25	10 X 6	6.67	12	12	10	6	LT RT LN
689+45	10 X 6	6.67	12	12	10	6	RT RT LN
690+50	6 X 6	4.00	12	12	6	6	RT RT LN
694+10	7 X 6	4.67	12	12	7	6	RT RT LN
698+21	9 X 12	12.00	24	24	9	12	RT RT LN
698+57	11 X 12	14.67	24	24	11	12	RT RT LN
698+49	12 X 12	16.00	24	24	12	12	RT RT LN
699+97	18 X 12	24.00	24	24	18	12	RT RT LN
766+55	8 X 12	10.67	24	24	8	12	RT RT LN
800+31	178 X 12	237.33	24	24	178	88	RT RT LN
810+15	8 X 12	10.67	24	24	8	12	RT RT LN
811+19	12 X 12	16.00	24	24	12	12	RT RT LN
840+50	12 X 6	8.00	12	12	12	6	RT RT LN
UNITS		SY	LF	LF	LF	EA	
TOTAL		395.35	264.00	264.00	337.00	208.00	

# **Punchouts Left Lane**

	PUNCH - OUTS						
	SIZ	ZE		SAW -CUTS	)		
STATION	L X W	SY.	3"	8"	LONG.	#5 TIE BAR	REMARKS
839+06	13 X 12	17.33	24	24	13	12	RT LT LN
833+65	13 X 6	8.67	12	12	13	6	RT LT LN
826+50	10 X 6	6.67	12	12	10	6	RT LT LN
806+10	8 X 6	5.33	12	12	8	6	RT LT LN
789+78	6 X 6	4.00	12	12	6	6	RT LT LN
654+30	6 X 6	4.00	12	12	6	6	RT LT LN
654+35	13 X 6	8.67	12	12	13	6	LT LT LN
UNITS		SY	LF	LF	LF	EA	
TOTAL		54.67	96	96.00	69	48	



### PIPE AND BOX CULVERTS EXTENSIONS

### IM - 0020-01(166) / 103928 RANKIN COUNTY OVERLAY OF I-20

### BETWEEN THE WEST AND EAST BRANDON INTERCHANGES

BOP; EB 653+83, WB 653+10 EOP; EB 842+50, WB 840+00

### **EXTENSION OF PIPES:**

		PIPE SIZE	
STATION	LOCATION	(Inches)	UNIT
666+50	LLL	36	EA.
834+50	LLL	54	EA.
Concrete Pipe			
		PIPE SIZE	LENGTH
STATION	LOCATION	(Inches)	EXTENDED (L.F.)
666+50	LLL	36	16
834+50	LLL	54	8

### **EXTENSION OF BOX CULVERT:**

### Removal of Existing Head Wall and Wings on Box Culverts

STATION	LOCATION
797+00	LLL
797+00	RLL
798+00	RRR
766+00	LRL

### **Box Extensions**

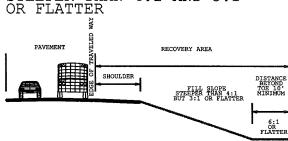
			LENGTH
_	STATION	LOCATION	EXTENDED (L.F.)
	797+00	LLL	15
	797+00	RLL	15
	798+00	RRR	15
	796+00	LRL	10

### SIDESLOPES 4:1 OR FLATTER



The 30-foot clear zone is required. Flattening slopes or providing guardrail is not required due to the sideslope issue.

### SIDESLOPES STEEPER THAN 4:1 AND 3:1



Slopes steeper than 4:1 and 3:1 or flatter are acceptable without flattening the slopes and do not require guardrail; however, if accident data indicates a problem, remedial actions will be undertaken at the specific site(s), such as flattening slopes (within existing ROW) or providing guardrail.

The 30-foot clear zone is required; however, trees will be removed to the bottom of fill sections plus a 10-foot minimum distance beyond the toe.



In cut sections, trees will be removed a minimum distance of 10-feet from the ditch line. Acquisition of additional right of way for tree removal is not required.

### SIDESLOPES STEEPER THAN 3:1

PAVEMENT

OBSTRUCTION

OBSTRUCTION

OBSTRUCTION

NON-RECOVERABLE FILL SLOPE

OBSTRUCTION

NON-RECOVERABLE SLOPE

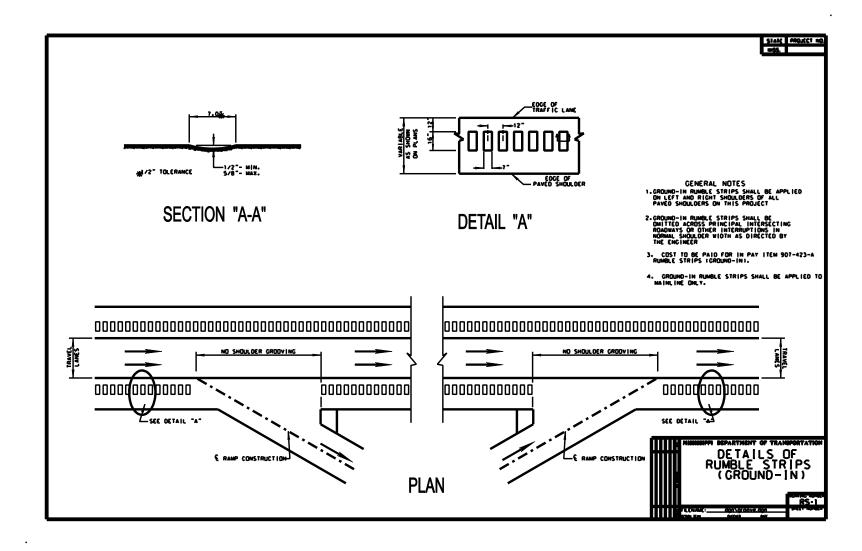
FILL SLOPE

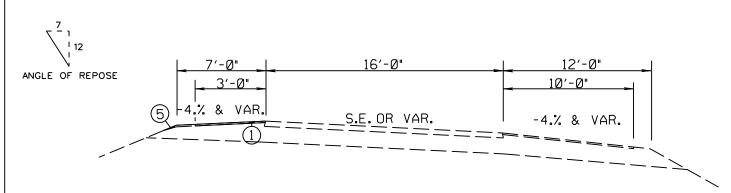
STEEPER THAN 3:1

Side slopes will be flattened to a 3:1 or flatter slope (depending on existing ROW) or guardrail will be provided.

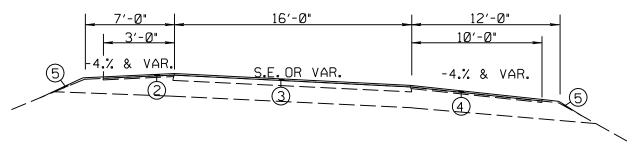
If side slopes are flattened, see above requirements for the slope used.

# CROSS-SECTIONAL EXAMPLES



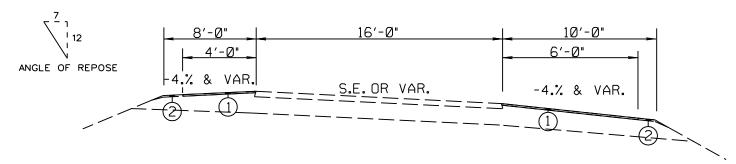


TYPICAL INTERCHANGE RAMP SECTION AT SOUTHWEST AND NORTHWEST (EAST BRANDON INTERCHANGE)



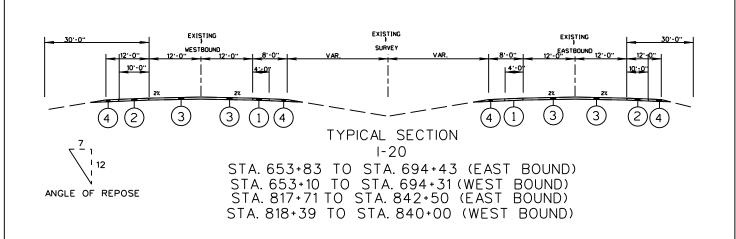
TYPICAL INTERCHANGE RAMP SECTION AT SOUTHEAST AND NORTHEAST (EAST BRANDON INTERCHANGE)

- 1 MILL 3" EXISTING HMA SHOULDER AND REPLACE WITH 3" HMA,9.5mm MIX, HT (2@1.5") RED'D.
- 2 2" AND VAR. HMA,12.5mm HT POLYMER MODIFIED (1@2") REQ'D.
- 3 2" AND VAR. HMA,12,5mm HT POLYMER MODIFIED (1@2") RED'D.
- (4) 2" AND VAR. HMA,12.5mm HT(1@2") REQ'D.
- 5 VARIABLE DEPTH GRANULAR MATERIAL CL 5 GP. C. REQ'D.(AS DIRECTED BY THE ENGINEER)

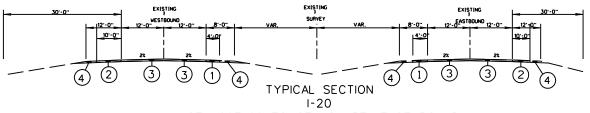


TYPICAL INTERCHANGE RAMP SECTION AT SOUTHEAST AND NORTHEAST (WEST BRANDON INTERCHANGE)

- 1) MILL 4" EXISTING HMA SHOULDER AND REPLACE WITH 4" HMA,12.5mm MIX, HT (2@2") REQ'D.
- 2 VARIABLE DEPTH GRANULAR MATERIAL CL 5 GP. C. REQ'D. (AS DIRECTED BY THE ENGINEER)

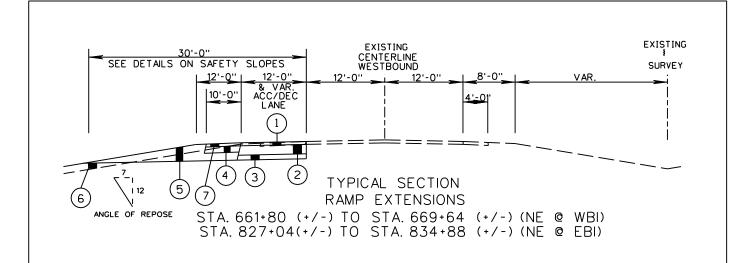


- 1 MILL 2" HMA SHOULDER AND REPLACE WITH 2" HMA,12.5mm MIX, HT POLYMER MOD. (1@2") RED'D.
- ②MILL 2"HMA AND REPLACE WITH 2" HMA,12.5mm MIX HT (1@2") RED'D.
- 3 MILL 2" HMA AND REPLACE WITH 2" HMA, 12.5mm MIX. HT POLYMER MODIFIED (1@2") RED'D.
- 4 VARIABLE DEPTH GRANULAR MATERIAL CL 5 GP. C. RED'D. (USED AS DIRECTED BY THE ENGINEER)

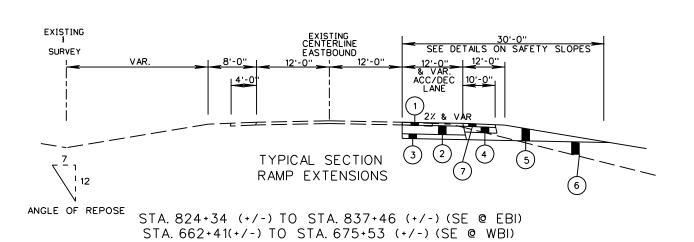


STA. 697+99 TO STA. 811+57 (EAST BOUND) STA. 696+87 TO STA. 812+97 (WEST BOUND)

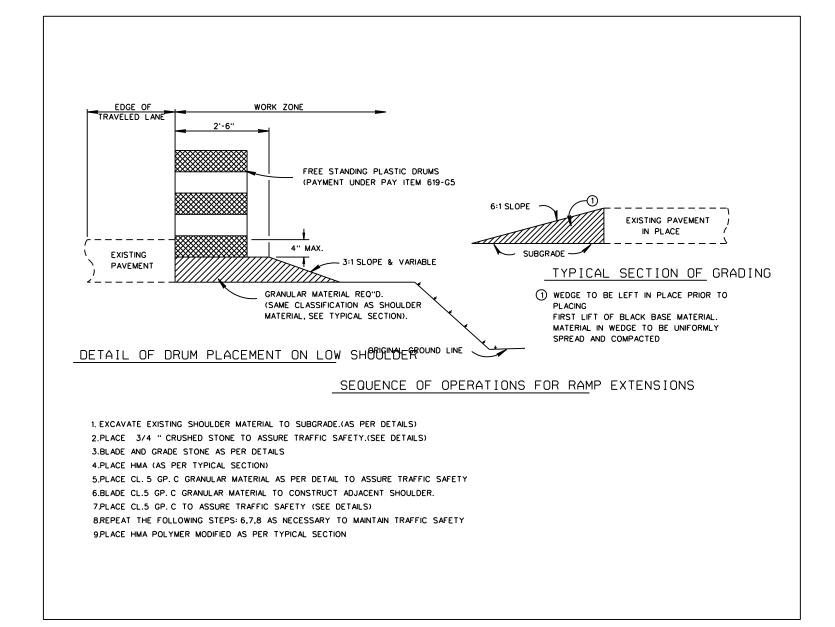
- 1 MILL SHOULDER 1" AND REPLACE WITH 11/2" HMA, 9.5mm MIX, HT, POLYMER MODIFIED
- 2 MILL OUTSIDE SHOULDER 1" AND REPLACE WITH 11/2" HMA, 9.5mm MIX, HT
- (3) MILL 3" AND VARIABLE HMA AND REPLACE WITH 1 LIFT HMA, 12.5mm MIX, HT, POLYMER MODIFIED, (2" @ CL & 1½" @ EP) AND 1 LIFT HMA, 9.5mm MIX, HT, POLYMER MODIFIED (1 @ 1½")
- 4) 11/2" AND VAR. GRANULAR MATERIAL CL 5 GP. C. RED'D. (USED AS DIRECTED BY THE ENGINEER)

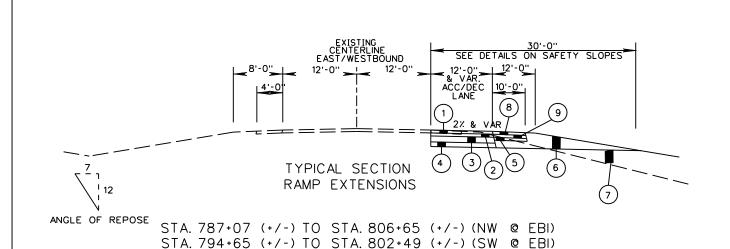


- 1) 2" HMA,12.5mm HT POLYMER MODIFIED (1@2") RED'D.
- 211.25" HMA,19mm HT (1@21/4" POLYMER MOD.) AND (3@3" NON-POLYMER MOD.) RED'D.
- 3 6 CRUSHED STONE BASE COURSE RED'D.
- 4 5.25" HMA,19mm HT (1@21/4" AND 1@3") RED'D.
- (5)19.25" AND VAR. GRANULAR MATERIAL CL 5 GP. C. RED'D. (USED AS DIRECTED BY THE ENGINEER)
- 6 B-15 BORROW
- 7 2" HMA, 12.5mm, HT (1@2")



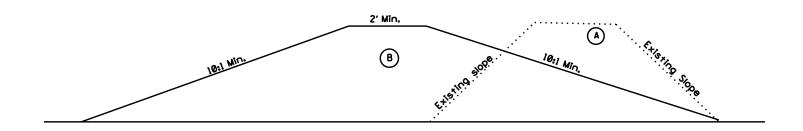
- (1) 2" HMA,12.5mm HT POLYMER MODIFIED (1@2") REQ'D.
- 211.25" HMA,19mm HT (1@21/4" POLYMER MOD.) AND (3@3" NON-POLYMER MOD.) RED'D.
- 3 6 CRUSHED STONE BASE COURSE RED'D.
- 4 5.25" HMA,19mm HT (1@21/4" AND 1@3" RED'D.)
- (5) 19.25 AND VAR. GRANULAR MATERIAL CL 5 GP. C. RED'D. (USED AS DIRECTED BY THE ENGINEER)
- (6) B-15 BORROW
- 7 2" HMA, 12.5mm HT (1@2")

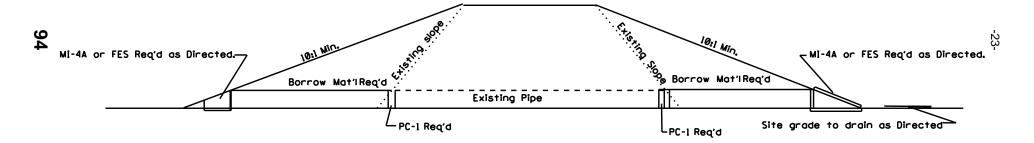




- (1) 1.5" HMA,9.5mm HT POLYMER MODIFIED (1@1.5") RED'D. (2) 2" HMA,12.5mm HT POLYMER MODIFIED (1@2 ") RED'D.
- (3) 9" HMA, 19mm HT (3 @ 3") REQUIRED
- (4)8" CRUSHED STONE BASE REQUIRED
- (5)3" HMA, 19MM HT (1 @ 3")
- 620.5" AND VARIABLE GRANULAR MATERIAL CL 5 GP C (USED AS DIRECTED BY ENGINEER®
- (7) B-15 BORROW
- (8) 1.5" HMA,9.5mm HT (1@1.5") RED'D.
- (9)2" HMA,12.5mm HT (1@2 ") RED'D.

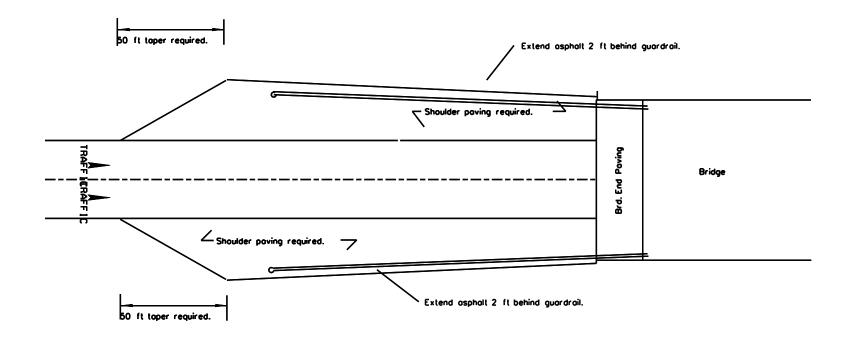
# Typical Ditch Plug Reconstruction

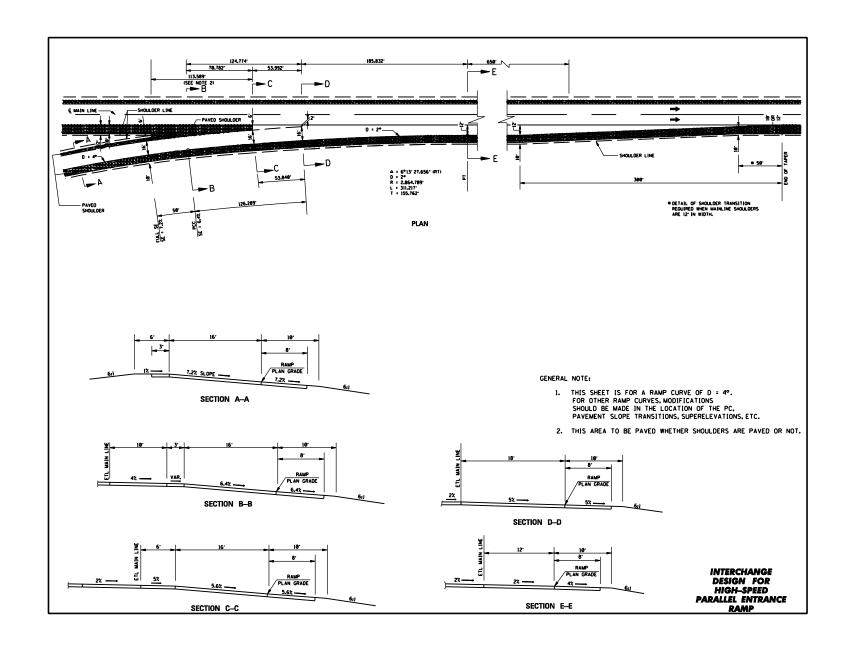




- Notes: 1) Remove existing inlet or FES and extend pipe to toe of new slope and installnew structure or FES. Slope or regrade existing ditch to drain.
  - 2) Removal of Guardposts will be an absorbed item.
  - 3) Area A to be used at B . Payment will be made under Borrow Exc. or Site grading as applicable.

# Typical Section of Additional Shoulder Paving Required at Guardrail Locations





CODE: (SP)

### SECTION 904 – NOTICE TO BIDDERS NO.117

**DATE:** 07/02/2004

SUBJECT: LANE CLOSURE RESTRICTIONS

PROJECT: IM-0020-01(166) / 103928 - RANKIN COUNTY

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

**Monday thru Friday** 

<u>I-20 Westbound</u> From 7:00 A.M. to 9:30 A.M.

<u>I-20 Eastbound</u> <u>From 4:30 P.M. to 7:30 P.M.</u>

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

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

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 118 CODE: (SP)

**DATE:** 6/23/2004

SUBJECT: PORTABLE CONSTRUCTION LIGHTING

**PROJECT:** IM-0020-01(166) / 103928 – RANKIN COUNTY

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

SECTION 904 - NOTICE TO BIDDERS NO. 119 CODE: (SP)

**DATE:** 07/02/2004

**SUBJECT:** Restoration of Channels

Bidders are hereby advised that the cleaning of all channels, for the purpose of the restoration of the drainage systems, from right-of-way to right-of way will be required on this project. This includes all channels associated with box bridges, box culverts, bridges, and areas underneath bridges. This work shall consist of, but not limited to the clearing of all trees, bushes, brush, foreign materials, etc. from the bottom and slopes of channels. Grubbing will not be required for this work. All materials removed from the channels shall be properly disposed of off the right-of-way. The use of temporary pipe, filling of channels and any other materials that could block the channel will not be allowed.

In the event existing fence prohibits access to the channels, it shall be the responsibility of the Contractor to remove and replace all existing fence necessary to gain access. All damage to the fence as a result of the removal process shall be replaced at the Contractor's expense.

No separate payment will be made for removing and replacing fence, and it shall be included in the costs of other items bid.

Payment for all materials, labor, equipment, etc. shall be included in the bid price for Pay Item No. 201-B, Clearing & Grubbing.

CODE: (SP)

### **SECTION 904 - NOTICE TO BIDDERS NO. 120**

**DATE:** 06/24/2004

**SUBJECT:** Restrictions on Replacement of Concrete Pavement

The Contractor is hereby advised that replacement of the concrete pavement shall be performed during the weekend. The Contractor shall schedule the concrete replacement operations such that the pavement repair will be complete and the strength requirements achieved prior to opening the lanes to traffic.

The Contractor shall make an adequate number of test cylinder to verify the strength requirements prior to opening the lanes to traffic.

Because it is critical to maintenance of traffic that all lanes of I-20 be open to continuous traffic flow by 7:00 A.M. on Monday, the Contractor shall schedule concrete overlay/replacement operations in such a manner that all operations for weekend overlay/replacement work will be completed and that the concrete will have attained a minimum cylinder compressive strength of 2500 psi before 7:00 A.M on Monday. If it becomes necessary to open lanes to traffic to comply with the lane closure restrictions prior to the concrete attaining a minimum cylinder compressive strength of 2500 psi, or any part of the overlay/replacement work fails for any reason, the Contractor shall remove and replace the failed area at no additional cost to the State and revise the concrete overlay/replacement method to ensure compliance with the lane closure restrictions. The work area shall be cleared of equipment and waste materials prior to opening to traffic. Contractor should reference the lane restriction requirements of Notice to Bidders No. 117 before scheduling pavement replacement operations.

SECTION 904 - NOTICE TO BIDDERS NO. 121 CODE: (SP)

**DATE:** 07/02/2004

**SUBJECT: Specialty Items** 

PROJECT: IM-0020-01(166) / 103928--RANKIN 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**

Ref No	Pay Item	Description
113	212-A	Light Ground Preparation
120	212-В	Standard Ground Preparation
130	907-213-A	Agricultural Limestone
140	213-В	Combination Fertilizer, 13-13-13
150	213-C	Superphosphate
151	214-A	Seeding, Annual Rye Grass
152	214-A	Seeding, Browntop Millet
153	214-A	Seeding, Oats
160	214-A	Seeding, Bermudagrass
170	214-A	Seeding, Crimson Clover
180	214-A	Seeding, Tall Fescue
190	215-A	Vegetative Materials for Mulch

### **CATEGORY: GUARDRAIL**

_		
Ref No	Pay Item	Description
440	606-B	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
460	606-D	Guard Rail, Bridge End Section, Type A
470	606-D	Guard Rail, Bridge End Section, Type E
630	630-F	Delineators, Guard Rail, White
640	630-F	Delineators, Guard Rail, Yellow

### **CATEGORY: PAVEMENT MARKING**

**Ref No Pay Item** Description

### NOTICE TO BIDDERS NO. 121--CONTINUED

### **CATEGORY: PAVEMENT MARKING**

Ref No	Pay Item	Description
540	626-A	6" Thermoplastic Traffic Stripe, Skip White
550	626-C	6" Thermoplastic Edge Stripe, Continuous White
560	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
570	626-G	Thermoplastic Detail Stripe, White
580	626-G	Thermoplastic Detail Stripe, Yellow
581	626-Н	Thermoplastic Legend, White
600	628-I	6" High Performance Cold Plastic Traffic Stripe, Skip White
610	628-J	6" High Performance Cold Plastic Traffic Stripe, Continuous White
620	628-M	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow

2

### **CATEGORY: SIGNING**

Ref No	Pay Item	Description
650	630-F	<b>Delineators, Post Mounted, Single White</b>
660	630-F	<b>Delineators, Post Mounted, Double White</b>
670	630-F	Delineators, Post Mounted, Single Yellow
680	630-F	<b>Delineators, Post Mounted, Double Yellow</b>

### **CATEGORY: TRAFFIC CONTROL**

Ref No	Pay Item	Description
500	619-A1	Temporary Traffic Stripe, Continuous White
510	619-A2	Temporary Traffic Stripe, Continuous Yellow
520	619-A3	Temporary Traffic Stripe, Skip White
530	619-A5	Temporary Traffic Stripe, Detail
531	619-D2	Standard Roadside Construction Signs, 10 Square Feet or More

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.

SECTION 904 - NOTICE TO BIDDERS NO. 203 CODE: (SP)

**DATE:** 08/27/2004

**SUBJECT: Random Clearing** 

**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

Bidders are hereby notified that the clearing and grubbing requirements for stump removal shall be in accordance with the following:

Stumps that are less that 3 inches in diameter shall be removed to within 2 inches of natural ground level.

Stumps that are 3 inches in diameter and larger shall be ground to natural ground level.

SECTION 904 - NOTICE TO BIDDERS NO. 204 CODE: (IS)

**DATE:** 09/01/2004

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

	Page S	Subsection	<u>Change</u>
ĺ	236	401.01	Change the header from "Section 403" to "Section 401".
	242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
	253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
	259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
	278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
	283	409.02.2	Change "PG 64-22" to "PG 67-22".
	294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
	340	511.04	In the second sentence of the second paragraph, change "412" to "512".
	349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
	355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
	369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
	427	619.04	Delete the second paragraph.
	442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
	444	626.03.1.2	Delete the third sentence of the first paragraph.

464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".
618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".
671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".

879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 303

**DATE:** 12/10/2004

**SUBJECT:** Petroleum Products Base Prices For Contracts Let in January, 2005

**REFERENCE:** Subsection 109.07

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

<b>FUEL</b>	<sub>-</sub> S
-------------	----------------

	Per Gallon	Per Liter
Gasoline	\$1.4825	\$0.3916
Diesel	\$1.6150	\$0.4266

## **MATERIALS OF CONSTRUCTION**

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-10	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-20	\$0.8159	\$193.57	\$0.2155	\$213.37
Viscosity Grade AC-30	\$0.8159	\$193.57	\$0.2155	\$213.37
Grade PG 64-22	\$0.8184	\$194.17	\$0.2162	\$214.03
Grade PG 67-22	\$0.8079	\$191.67	\$0.2134	\$211.28
Grade PG 76-22	\$1.2085	\$286.71	\$0.3192	\$316.04
Grade PG 82-22	\$1.3935	\$330.60	\$0.3681	\$364.42
EMULSIFIED ASPHALTS				
Grade EA-4 (SS-1)	\$0.7570		\$0.2000	
Grade RS-2C (CRS-2)	\$0.7858		\$0.2076	
Grade CRS-2P	\$0.9093		\$0.2402	
<u>PRIMES</u>				
Grade EA-1 & MC-70	\$1.0203		\$0.2695	

SECTION 904 - NOTICE TO BIDDERS NO. 338 CODE: (SP)

**DATE:** 12/10/2004

**SUBJECT: CLEARING** 

**PROJECT:** IM-0020-01(166) / 103928 – RANKIN COUNTY

Bidders are hereby advised the Contractor must give the County Forester of the Mississippi Forestry Commission for Rankin County Mississippi three (3) days written notice prior to the commencement of any tree cutting operations The Contactor shall also give written notification to the County Forester at the completion of the project.

SECTION 904 - NOTICE TO BIDDERS NO. 356 CODE: (SP)

**DATE:** 12/21/2004

SUBJECT: ADDITIONAL REQUIREMENTS

**PROJECT:** IM-0020-01(166) / 103928 - Rankin County

Bidders are advised of the following requirements applicable to clearing and grubbing.

- 1. All operations associated with logging, clearing and grubbing and reshaping of roadway side slopes shall be contained within the clearing zone. Grassing of the slopes must begin upon the completion of a maximum of four consecutive miles of slope reshaping. No more than two simultaneous clearing zones, one in each direction, will be allowed within the project limits. Lane closure requirements as noted in the plans shall apply to the clearing zones.
- 2. Logging, clearing, grubbing, chip/debris/vegetation removal and erosion control operations must be performed during daylight hours. Any of these operations that are underway within 30' of the outside edge of the travel lane are to be performed behind the appropriate shoulder/lane closures as specified elsewhere within the contract or as directed by the Engineer. Accumulations of chips and clearing debris shall not be allowed to remain within 30' of the outside edge of the travel lane.
- 3. For the full duration of construction, do not disturb any vegetation outside of the construction limits and protect existing specimen trees that are tagged by the Engineer to remain. The Engineer must approve all construction that takes place within the root protection area of specimen trees. For the duration of the project do not store or locate construction materials, vehicles, staging areas, topsoil, disposal areas, trailers, etc. within the root protection area. The Contractor shall protect the area from erosion, sedimentation and potentially harmful materials from run-off or spillage. In the event the Contractor damages a specimen tree, he shall have the tree repaired by a licensed tree surgeon. The tree surgeon shall be approved by the Department before working on the tree(s).

### SUPPLEMENT TO FORM FHWA-1273

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

## **AREA 3-A - COUNTIES**

HINDS, MADISON AND RANKIN

PAYROLL CODE	CLASSIFICATION	MINIMUM HOURLY WAGE RATE
100 105 108 110 120 130 131 135 140 145 150 155 160 165 175 180 185 190	Air Tool Operator (Jack Hammer/Air Comp.) Asphalt Raker Mason Tender (Cement Mason Helper) Carpenter Cement Mason (Finisher) Electrician Mechanic (Heavy Equipment) Oiler-Greaser Form Setter Grade Checker (Asphalt Crew) Ironworker, Reinforcing (Tie Steel) Ironworker, Structural Laborer, Unskilled Pipelayer Painter (Structural Steel) Piledriverman Truck Driver (All Types) Joint Filler Joint Setter Welder	\$6.33 6.55 7.27 8.70 8.14 12.15 9.20 7.71 7.47 8.00 9.67 7.30 6.37 7.31 12.00 8.50 6.77 5.15 5.15
	POWER EQUIPMENT OPERATORS	
205 212 214 215 216 220 225 235 240 250 255 270 275 280 285 290 295 300 305 310 315 320 325 330 350 360 365	Aggregate Spreader Operator Asphalt Broom (Sweeper) Operator Asphalt Paving Machine/Spreader Operator Asphalt Distributor Operator Asphalt Plant Operator Backhoe (Shovel) Operator Bulldozer Operator Concrete Finishing/Curing Machine Operator Concrete Paving Machine Operator (Spreader) Concrete Saw Operator Concrete Breaker/Hydro-Hammer Operator Loader (All Types) Milling Machine Operator Mixer Operator (All Types) Motor Patrol (Grader) Operator Mulcher Machine Operator Earth Auger Operator Piledriver Machine Operator Roller Operator (Self-Propelled) Scraper Operator (All Types) Striping Machine Operator Tractor Operator (Track Type) Tractor Operator (Wheel Type) Trenching Machine Operator Crusher Feeder Machine Operator Crusher Feeder Machine Operator Grane (Dragline) Operator	6.53 6.51 7.40 7.30 8.65 8.50 8.70 9.00 8.75 8.24 7.22 8.46 7.01 6.04 8.96 5.17 8.00 8.71 6.66 6.50 15.00 9.24 5.92 8.01 5.50 10.20

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

	P	age
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
٧.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VII.	Subletting or Assigning the Contract	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	8
X.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	Lobbying	10

#### **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 takecorrective 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 thetime 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 journeymanlevel 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 ofprogress, 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 a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination 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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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 provideall 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 represen-tation 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 that \$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 <a href="extraction-red">et seq.</a>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <a href="extraction-red">et seq.</a>, 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 knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## 2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

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

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

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

\* \* \* \* \*

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979 From April 1, 1979 until March 31, 1980 From April 1, 1980 until March 31, 1981	3.1 5.1 6.9
Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:  Pascagoula - Moss Point  Biloxi - Gulfport  Jackson	19.2
SMSA Counties:  Desoto	19.2 30.3 16.9
Alcorn, Benton, Bolivar, Calhoun, Carroll, Clay, Coahoma, Grenada, Itawamba, Lafaye Leflore, Marshall, Monroe, Montgomery, P. Pontotoc, Prentiss, Quitman, Sunflower, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	Chickasaw, ette, Lee, anola, Ilahatchie,
Attala, Choctaw, Claiborne, Clarke, Copial Franklin, Holmes, Humphreys, Issaquena, Jefferson Davis, Jones Kemper, Lauderdale Leake, Lincoln, Lowndes, Madison, Nesho Noxubee, Oktibbeha, Scott, Sharkey, Simp Warren, Wayne, Winston, Yazoo	h, Covington, Jasper, Jefferson, e, Lawrence, iba, Newton, ison, Smith,
Forrest, Lamar, Marion, Pearl River, Perry, Walthall	
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.
- 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

CODE: (IS)

## SPECIAL PROVISION NO. 907-104-1

**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:

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

## 907-104.01.1--Partnering Process.

### COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

## **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.

CODE: (IS)

#### SPECIAL PROVISION NO. 907-107-1

**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:

<u>907-107.14.2--Liability Insurance</u>. 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.

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

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

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

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

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

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

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

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

## Coverage shall include:

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

### SPECIAL PROVISION NO. 907-213-1

CODE: (IS)

**DATE:** 09/23/2004

**SUBJECT: Agricultural Limestone** 

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-213.05--Basis of Payment.</u> Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

Agricultural limestone will be paid for at the contract unit price per ton. Grade "A" agricultural limestone with an equivalent neutralizing value (ENV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for Grade "A" agricultural limestone with an ENV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone

- per ton

CODE: (IS)

## SPECIAL PROVISION NO. 907-226-1

**DATE:** 06/23/2004

**SUBJECT:** Temporary Grassing

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

## **SECTION 907-226 -- TEMPORARY GRASSING**

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

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

## 907-226.02--Materials.

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

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

Fertilizers shall meet the requirements of Subsection 715.02.

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

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

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

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

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

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

## **907-226.03.1--Ground Preparation.**

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

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

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

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

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

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

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

All fertilizer should be incorporated within 24 hours following spreading.

## 907-226.03.3--Seeding.

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

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

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

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

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

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

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

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

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

## 907-226.03.4--Mulching.

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

907-226-A: Temporary Grassing

- per acre

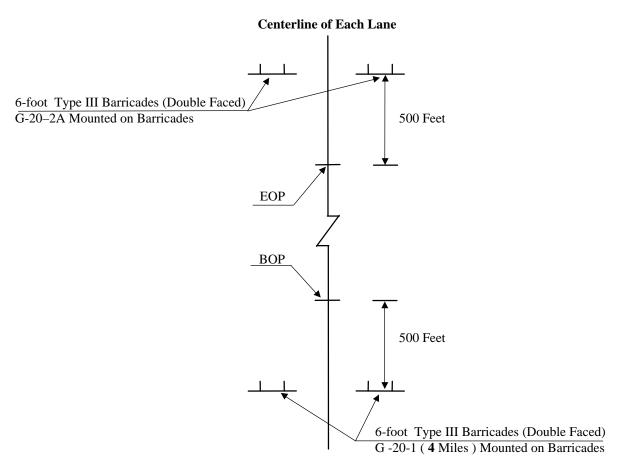
## SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

**DATE:** 12/15/2004

PROJECT: IM-0020-01(166) / 103928 - Rankin County

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

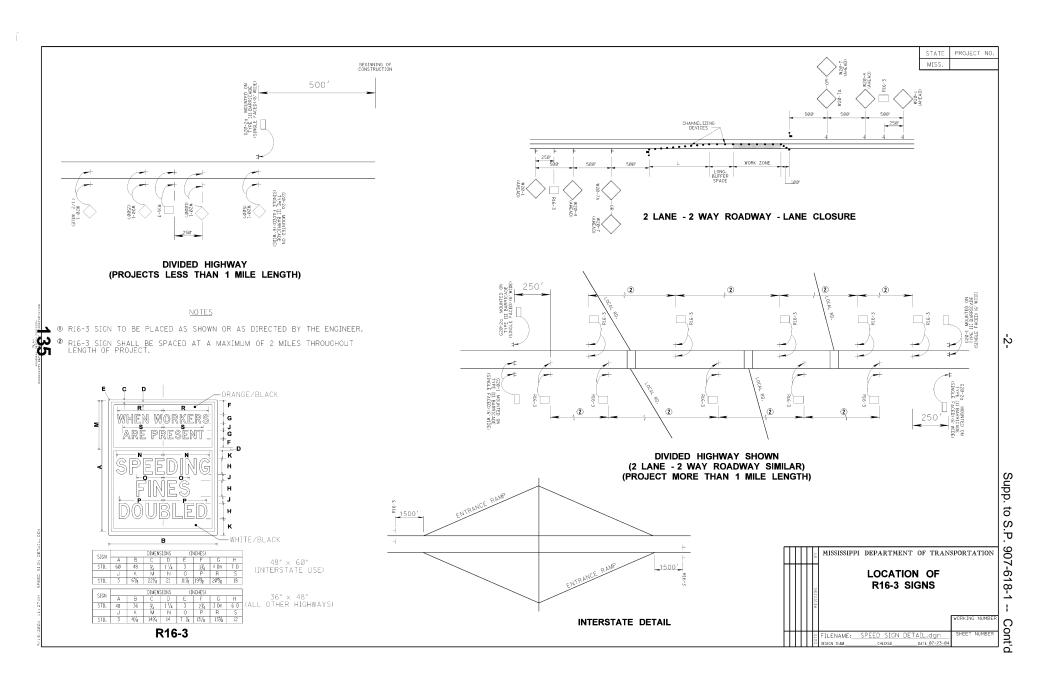
Additional signs will be required as follows:



#### **ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:**

- <u>4</u> W20-1 (AHEAD) signs required. One (1) sign is required at each local road or street entering the project.
- 4 G20-1 (ROAD WORK NEXT 4 MILES).
- **4** G20-2A (END ROAD WORK).
- 12 R16-3 (Speeding Fines Doubled) signs required. As per the attachment.

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



CODE: (SP)

## **SPECIAL PROVISION NO. 907-618-1**

**DATE:** 04/29/2004

**SUBJECT:** Additional Signing Requirements

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

<u>907-618.01.2--Traffic Control Plan</u>. At the end of Subsection 618.01.2 on page 413, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various location throughout the project. Payment for these signs will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

## SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 11/03/2004

**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, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

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

<sup>\*</sup> 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 /  $yd^3$ ).

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.

CODE: (IS)

#### SPECIAL PROVISION NO. 907-715-1

**DATE:** 09/23/2004

**SUBJECT:** Agricultural Limestone

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-715.02.2.1.1--Screening Requirements**. Delete the first sentence of Subsection 715.02.2.1.1 on page 704 and substitute the following.

Grade "A" liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 60 sieve.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

<u>907-715-02.2.1.2--Calcium Carbonate Equivalent.</u> Grade "A" liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

<u>907-715-02.2.1.3--Neutralizing Values.</u> Grade "A" liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

ENV = Fineness Value x Assay(%)

Where: Fineness Value = ((% Passing #10 - % Passing #60) x ½) + % Passing #60, expressed as a whole number

Assay = % calcium carbonate equivalent

#### 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

Page 2 of 3

S.P. No. 906-3 -- Cont'd.

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

Page 3 of 3

S.P. No. 906-3 -- Cont'd.

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 <u>all</u> 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 \_\_\_\_\_ Quarterly \_\_\_\_\_ Annual \_\_\_\_ Monthly \_\_\_\_\_ Type of Statement: Work Period or Project Number Total Hours Cumulative Number of Time Frame Worked By Hours in Hours to be Project paid on this Program 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 Onthe-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 <u>20</u> hours of work on a highway construction project.
- 3. Reimbursement for classroom training will be limited to <u>40</u> hours per trainee per construction season.
- <u>NOTE:</u> 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 <u>not</u> 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 Contact 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.

• <u>NOTE:</u> 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 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 recei addendum (addenda):	pt of and has added to	and made a part of the proposal	l and contract documents the following
— ADDENDUM NO	<del>DATED</del>	ADDENDUM NO.	<del>DATED</del>
ADDENDUM NO	——————————————————————————————————————	— ADDENDUM NO.	
		TOTAL ADDENDA:(Must agree with total adder Respectfully Submitted, DATE	nda issued prior to opening of bids)
			Contractor
		BY	Signature
		TITLE	
		ADDRESS	
(To be filled in if a corporat	ion)		
Our corporation is titles and business addresses			and the names
Presider	nt		Address
Secretar	у		Address
Treasure	er .		Address

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

OVERLAYING INTERSTATE 20, BETWEEN THE WEST AND EAST BRANDON INTERCHANGES, KNOWN AS FEDERAL AID PROJECT NO. IM-0020-01(166) / 103928, IN THE COUNTY OF RANKIN, 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.	PAY	ADJ.	APPROX.			UNIT P	RICE	ITEM TO	TAL
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
	·				DIRECT PAY ITEMS				,
(10)	201-В		12	acre	Clearing and Grubbing				
(20)	201-D		292	station	Random Clearing				
(30)	202-в		6,300	square	Removal of Asphalt Pavement, All				
				yard	Depths				
(40)	202-В		6,348	square	Removal of Cement Treated Base, All				
				yard	Depths				
					(05/00/0004)	1	1 1	1	I

(06/29/2004)

SECTION 905
PROPOSAL (Sheet No. 2- 2)

IM-0020-01(166) / 103928

REF.	PAY	ADJ. APPROX.	APPROX.			UNIT P	RICE	ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CEN'
(50)	202-B		525	square	Removal of Concrete Overlayed w/				
				yard	Asphalt Pavement, All Depths				
(60)	202-В		550	) square	Removal of Concrete Paved Ditch				
				yard					
(70)	202-В		800	) linear	Removal of Fence, All Types				
				foot					
(80)	202-B		588	linear	Removal of Guard Rail				
				foot					
(81)	202-B		2	each	Removal of Pipe Headwall, All Sizes				
(82)	202-В		3	each	Removal of Box Culvert Wings and				
					Headwall, All Sizes				
(90)	202-в		10,602	linear	Removal of Traffic Stripe				
				foot					

SECTION 905
PROPOSAL (Sheet No. 2- 3)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.					UNIT PRICE		ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT	
(100)	203-EX	(E)	44,000		Borrow Excavation, AH, LVM, Class B15					
				yard						
(110)	203-G	(E)		cubic	Excess Excavation, LVM, AH					
				yard						
(111)	206-A	(S)		cubic	Structure Excavation					
				yard						
(112)	206-В	(E)		cubic	Select Material for Undercuts,					
				yard	Contractor Furnished, FM					
(113)	212-A		80,000	square	Light Ground Preparation					
				yard						
(120)	212-В		160,000	square	Standard Ground Preparation					
				yard						
(130)	907-213-A		100	ton	Agricultural Limestone					

SECTION 905
PROPOSAL (Sheet No. 2- 4)

IM-0020-01(166) / 103928

REF. PAY		ADJ.	APPROX.			UNIT P	RICE	ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(140)	213-В		22	ton	Combination Fertilizer, 13-13-13				
(150)	213-C		1	ton	Superphosphate				
(151)	214-A		420	pound	Seeding, Annual Rye Grass				
(152)	214-A		340	pound	Seeding, Browntop Millet				
(153)	214-A		1,500	pound	Seeding, Oats				
(160)	214-A		662	pound	Seeding, Bermudagrass				
(170)	214-A		662	pound	Seeding, Crimson Clover				

SECTION 905
PROPOSAL (Sheet No. 2- 5)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.	APPROX.			UNIT PRICE		ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(180)	214-A		662	pound	Seeding, Tall Fescue				
(190)	215-A		52	ton	Vegetative Materials for Mulch				
(200)	216-A		50	square	Solid Sodding				
(200)	210 A			yard	bolia boading				
(201)	217-A			square	Ditch Liner				
				yard					
(210)	221-A	(S)		cubic yard	Portland Cement Concrete Paved Ditch				
(211)	223-A		1	acre	Mowing	30	0000	30	00
(220)	234-A			linear foot	Temporary Silt Fence				

SECTION 905
PROPOSAL (Sheet No. 2- 6)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.	APPROX.			UNIT PI	RICE	ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CEN'
								<b>.</b>	
(230)	235-A		300	each	Temporary Erosion Checks				
(240)	304-B	(GT)	18,000	ton	Granular Material, Class 5, Group C				
(250)	304-F	(GT)	3,222	ton	3/4" and Down Crushed Stone Base				
(260) 403-A	403-A	(B)	2,600	ton	Hot Mix Asphalt, HT, 9.5-mm mixture				
		(A1)							
(270)	403-A	(B)	2,700	ton	Hot Mix Asphalt, HT, 12.5-mm mixture				
		(A1)							
(280)	403-A	(B)	6,600	ton	Hot Mix Asphalt, HT, 19-mm mixture				
		(A1)							
(290)	403-D	(B)	7,000	ton	Hot Mix Asphalt, HT, 9.5-mm mixture,				
(===,		(A1)	,,,,,		Polymer Modified				

SECTION 905
PROPOSAL (Sheet No. 2- 7)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.	APPROX.			UNIT PE	RICE	ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(300)	403-D	(B) (A1)	15,800	ton	Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified				
(310)	403-D	(B) (A1)	2,500	ton	Hot Mix Asphalt, HT, 19-mm mixture, Polymer Modified				
(320)	406-A		23,000	ton	Cold Milling of Bituminous Pavement, All Depths				
(330)	406-A			square yard	Cold Milling of Bituminous Pavement, All Depths				
(340)	413-A		280	gallon	Joint Sealer Material				
(350)	413-B		5,280	linear foot	Cleaning and Sealing Joints				
(360)	423-A		13	mile	Rumble Strips, Ground In				

SECTION 905
PROPOSAL (Sheet No. 2- 8)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.	APPROX.			UNIT PF	RICE	ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(370)	501-D		36	linear	Expansion Joints, With Dowels				
				foot					
(380)	503-A	(C)	451	square	8" and Variable Continuously				
				yard	Reinforced Concrete Pavement, Broom Finish				
(390)	503-В		406	linear foot	Saw Cut, Longitudinal Joints				
				1000					
(400)	503-C		360	linear foot	Saw Cut, 3-inch				
				1000					
(410)	503-C		360	linear	Saw Cut, 8-inch				
				foot					
(420)	503-D		10	cubic	Concrete for Base Repair				
				yard					
(430)	503-E		256	each	Tie Bars, No. 5 Deformed Drilled and				
					Epoxied or Grouted				

SECTION 905
PROPOSAL (Sheet No. 2- 9)

IM-0020-01(166) / 103928

REF.	PAY	ADJ.	APPROX.			UNIT PRICE		ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CEN'
(431)	601-A	(S)		cubic yard	Class "B" Structural Concrete				
				yaru					
(432)	601-B	(S)		cubic	Class "B" Structural Concrete, Minor				
				yard	Structures				
(433)	602-A	(S)	13,000	pound	Reinforcing Steel				
(434) 603-	603-CA	(S)	16	linear	30" Reinforced Concrete Pipe, Class				
(131)	003 011	(5)		foot	III				
(435)	603-CA	(S)		linear foot	54" Reinforced Concrete Pipe, Class				
(436)	603-CB	(8)	1	each	30" Reinforced Concrete End Section				
(437)	603-CB	(S)	1	each	54" Reinforced Concrete End Section				

SECTION 905
PROPOSAL (Sheet No. 2- 10)

IM-0020-01(166) / 103928

REF.	PAY	ADJ. APPROX.	APPROX.		UNIT P	UNIT PRICE		ITEM TOTAL	
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(440)	606-B		539	linear	Guard Rail, Class A, Type 1, 'W'				
				foot	Beam, Metal Post				
(460)	606-D		1	each	Guard Rail, Bridge End Section, Type				
					A				
(470)	606-D		1	each	Guard Rail, Bridge End Section, Type				
					Е				
(480)	606-E		4	each	Guard Rail, Terminal End Section				
(481)	607-B		550	linear	72" Type II Chain Link Fence, Class				
				foot	II				
(482)	607-E			linear	Barbed Wire Fence, Single Strand				
				foot					
(483)	607-P1		40	each	Line Post, 9' x 2" Galvanized Stee	1			

SECTION 905
PROPOSAL (Sheet No. 2- 11)

IM-0020-01(166) / 103928

REF.	PAY	PAY ADJ. APPROX.		UNIT PRICE		ITEM TOTAL			
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(484)	607-P1		4	each	Line Post, 12' x 2 1/2" Galvanized Steel				
(485)	607-P2		16	each	Brace Post, 10' x 2 1/2" Galvanized Steel				
(490)	618-B			square foot	Additional Construction Signs	10	.0000	10	.00
(500)	619-A1		14	mile	Temporary Traffic Stripe, Continuous White				
(510)	619-A2		14	mile	Temporary Traffic Stripe, Continuous Yellow				
(520)	619-A3		16	mile	Temporary Traffic Stripe, Skip White				
(530)	619-A5		6,500	linear foot	Temporary Traffic Stripe, Detail				

SECTION 905
PROPOSAL (Sheet No. 2- 12)

IM-0020-01(166) / 103928

REF.	PAY	ADJ. APPROX.		UNIT PRICE		ITEM TOTAL			
NO. ITEM NO.		CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(531)	619-D2		200	square	Standard Roadside Construction Signs,				
				foot	10 Square Feet or More				
(540)	626-A		8	mile	6" Thermoplastic Traffic Stripe, Skip				
					White				
(550)	626-C		7	mile	6" Thermoplastic Edge Stripe,				
					Continuous White				
(560)	626-F		7	mile	6" Thermoplastic Edge Stripe,				
					Continuous Yellow				
(570)	626-G		6,860	linear	Thermoplastic Detail Stripe, White				
				foot					
(580)	626-G		600	linear	Thermoplastic Detail Stripe, Yellow				
				foot					
(581)	626-Н		500	linear	Thermoplastic Legend, White				
				foot					

SECTION 905
PROPOSAL (Sheet No. 2- 13)

IM-0020-01(166) / 103928

REF.	PAY	PAY ADJ. APPROX.		UNIT PF	RICE	ITEM TO	TAL		
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(590)	627-K		1,172	each	Red-Clear Reflective High Performance Raised Markers				
(600)	628-I		1	mile	6" High Performance Cold Plastic Traffic Stripe, Skip White				
(610)	628-Ј		1	mile	6" High Performance Cold Plastic Traffic Stripe, Continuous White				
(620)	628-M		1	mile	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				
(630)	630-F		34	each	Delineators, Guard Rail, White				
(640)	630-F		14	each	Delineators, Guard Rail, Yellow				
(650)	630-F		4	each	Delineators, Post Mounted, Single White				

SECTION 905

IM-0020-01(166) / 103928

PROPOSAL (Sheet No. 2- 14)

REF.	PAY	ADJ.	APPROX.			UNIT PR	ICE	ITEM TOI	ľAL
NO.	ITEM NO	O. CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
	•								•
(660)	630-F		70		Delineators, Post Mounted, Double White				
(670)	630-F		4		Delineators, Post Mounted, Single Yellow				
(680)	630-F		8		Delineators, Post Mounted, Double Yellow				

SUBTOTAL - DIRECT PAY	ITEMS\$	
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SECTION 905

PROPOSAL (Sheet No. 2- 15)

IM-0020-01(166) / 103928

Rankin County

REF.	PAY	ADJ.	APPROX.			UNIT PRI	CE	ITEM TOT	'AL
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
				•		•			
					DEPENDENT PAY ITEMS				
					DEI DRODRIT TITT TITTE				
(690)	618-A			lump sum	Maintenance of Traffic	XXXXXXXXXX	XXXX		
						xxxxxxxxx	XXXX		
						xxxxxxxxx	xxxx		
						xxxxxxxxx	xxxx		
(700)	620-A			lump sum	Mobilization	xxxxxxxxx	xxxx		
( ,						xxxxxxxxx	xxxx		
						xxxxxxxxx	xxxx		
						xxxxxxxxx	xxxx		

SUBTOTAL - DEPENDENT ITEMS.....\$

SECT	ION 905
PROP	OSAL (Sheet No. 2- 16)
	Rankin County
	TOTAL BID - DIRECT AND DEPENDENT ITEMS\$
СОМЪТ	LETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.8 AND SUPPLEMENT.
COLL	In the solution of the introduction and relief to bibblish no. 6 in the solution.
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)
,	A deint continue with a dwell Duringer (DDE/UDE).
3.	A joint venture with a Small Business (DBE/WBE): YES
	*** SIGNATURE STATEMENT ***
	ER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN
THER	EIN 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:

<sup>\*</sup> Option to be shown as either (a), (b), or (c).

	Project No.	<u>County</u>	Project No.	<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.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.			2303731		
2.					
3.					
4.					
5.					
6.					
7.					
8.					

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9.					
10.					
	-				
C. If option (c) has been selected	ed, then initial a	nd compl	ete one of the following	ng, go to II. and sign Co	mbination Bid Proposal.
I (We) desire to be a	warded work no	t to excee	ed a total monetary va	lue of \$	
I (We) desire to be a	warded work no	t to excee	ednumber o	of contracts.	
It is understood that the Missis right to award contracts upon th	sippi Transporta e basis of lowes	ntion Con t separate	nmission not only reservice bids or combination	erves the right to reject bids most advantageous	any and all proposals, but also the to the State.
It is further understood and agree in every respect as a separate co					and that each contract shall operate
I (We), the undersigned, agree to	o complete each	contract	on or before its specif	fied 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	ct subject to the Equal Opportunity Clause, as required by
Executive Orders 10925, 11114, or 11246, ar	nd that he has, has not, filed with the Join
Reporting Committee, the Director of the Offic	e of Federal Contract Compliance, a Federal Government
contracting or administering agency, or the	former President's Committee on Equal Employmen
Opportunity, all reports due under the applicable	e filing requirements.
	(COMPANY)
В	Y
	(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

# <u>CERTIFICATION</u> (Execute in duplicate)

State of	f Mississippi
County	of
I,	
	(Name of person signing certification)
individ	ually, 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 Pro	ject No
in	Rankin County(ies), Mississippi, has not either
in restr	or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action aint of free competitive bidding in connection with this contract; nor have any of its corporate officers cipal owners.
Except	as noted hereafter, it is further certified that said legal entity and its corporate officers, principal, 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 I	here "" if exceptions are attached and made a part thereof. Any exceptions shall address to it applies, initiating agency and dates of such action.

<u>Note:</u> 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 (v	when indicated) is true and correct.
---	--------------------------------------

(11/23/92F)

Executed on		
	Signature	

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# <u>CERTIFICATION</u> (Execute in duplicate)

State o	f Mississippi	
County	of	
I,		
	(Name of person signing cert	ification)
individ	ually, and in my capacity as	ot
	(Title)	)
	OI OF D	do hereby certify under
	(Name of Firm, Partnership, or Corporation)	
penalty	of perjury under the laws of the United States and the S	tate of Mississippi that
		, Bidder
	(Name of Firm, Partnership, or C	Corporation)
on Pro	ject No. <u>IM-0020-01</u>	1(166) / 103928
in	Rankin	County(ies), Mississippi, has not either
in restr or prin	or indirectly entered into any agreement, participated is aint of free competitive bidding in connection with this or cipal owners.  as noted hereafter, it is further certified that said leg	contract; nor have any of its corporate officers
	, managers, auditors and others in a position of administ	
e)	Are not presently debarred, suspended, proposed voluntarily excluded from covered transactions by any	
f)	Have not within a three-year period preceding this p judgment rendered against them for commission of frat obtaining, attempting to obtain, or performing a public contract under a public transaction; violation of Federa of embezzlement, theft, forgery, bribery, falsification statements, or receiving stolen property;	ud or a criminal offense in connection with lic (Federal, State or local) transaction or al or State antitrust statutes or commission
g)	Are not presently indicted for or otherwise criminally of (Federal, State or local) with commission of any of the	
h)	Have not within a three-year period preceding this approximate transactions (Federal, State or local) terminated for cau	
	here "" if exceptions are attached and made a part applies, initiating agency and dates of such action.	part thereof. Any exceptions shall address to

<u>Note:</u> 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:

- 3) 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.
- 4) 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.
--------------------------------------	---------------------------------------

(11/23/92F)

Signature		
	Signature	

#### SECTION 902

CONTRACT FOR	_
LOCATED IN THE COUNTY OF	_
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	

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

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

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

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

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

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

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

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

Witness our signatures this the				this the	·	day of		,	•					
Ву		tracto	` '			N	MISSISSIPPI TR	RANS	SPORTA	TION	COM	MISSIC	ON	
Title					E	Ву								
Signed and sealed in the presence of: (names and addresses of witnesses)							cutive Dir							
(names	and addresses	s or w	itness	es)										
					<del></del>		Secr	etary	to the Co	ommis	ssion			
Award	authorized	by	the	Mississippi	Transport	ation	Commission	in	session	on	the		day	of
			, _	, Minu	te Book No	)	, Page	e No.						

## **SECTION 903**

CONTRACT BOND FOR: _	
LOCATED IN THE COUNT	Y OF:
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presen	nts: that we,
	Principal, a
residing at	in the State of
residing at	in the State of,
	the State of Mississippi, under the laws thereof, as surety, are held and firmly bound n the sum of
(\$	Dollars, lawful money of the United States of America, to be paid
to it for which payment wel assigns jointly and severally b	l and truly to be made, we bind ourselves, our heirs, administrators, successors, or by these presents.
Signed and s	sealed this the day of A.D
The conditions of this bond ar	re such, that whereas the said
	into a contract with the Mississippi Transportation Commission, bearing the date of  A.D hereto annexed, for the construction of certain projects(s)
in the State of Mississippi a	s mentioned in said contract in accordance with the Contract Documents therefor, on ssippi Department of Transportation, Jackson, Mississippi.
Now therefore, if the above be	ounden in all things shall stand to and abide by and well and truly observe,
contained on his (their) part manner and form and furnish the terms of said contract whe said contract and shall mainta Subsection 109.11 of the app from any loss or damage arisi or any other loss or damage with the performance of said work action instituted by the State a authorized in such cases, for	singular the terms, covenants, conditions, guarantees and agreements in said contract, to be observed, done, kept and performed and each of them, at the time and in the all of the material and equipment specified in said contract in strict accordance with ich said plans, specifications and special provisions are included in and form a part of a part of a part of the said work contemplated until its final completion and acceptance as specified in proved specifications, and save harmless said Mississippi Transportation Commission and out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in a cor in any manner connected therewith, and shall be liable and responsible in a civil at the instance of the Mississippi Transportation Commission or any officer of the State double any amount in money or property, the State may lose or be overcharged or eason 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
Ву		By	(Signature) Attorney in Fact
Title	(Contractor's Seal)	(Name and A	Address of Local (Mississippi) Representative (Surety Seal)

OCR-485 REV. 10/02

# 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: IM-0020-01(166) / 103928

County: Rankin

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: _		
Phone Number:	DBE Firm	Non-DBE Firm
Firm Name:		
Contact Name/Title:		
Firm Mailing Address_		
Phone Number:		
_	DBE Firm	Non-DBE Firm
Firm Name:		
C		
Phone Number:		
_	DBE Firm	Non-DBE Firm
Firm Name:		
G		
Phone Number:		
_	DBE Firm	Non-DBE Firm
Firm Name:		
G		
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.

YEAR \_\_\_\_\_\_\_\_\_ PROGRESS SCHEDULE FOR USE WITH COLUMN "D" IN THE TABLE OF TIME UNITS IM-0020-01(166) / 103928 PROJECT NUMBER COUNTY YEAR \_\_\_\_\_ FORM CSD-610 Rev. 05 / 2004 Rankin County WORK PHASE PHASE VALUE REFERENCE NUMBERS JAN FEB MARCH JULY AUGUST SEPTEMBER OCTOBER NOV DEC JAN FEB MARCH APRIL AUGUST SEPTEMBER OCTOBER NOV DEC NO. AVTU NO. DESCRIPTION 10,20,60-90,120-230, 440-530,630-700 130 1 Miscellaneous Drainage 2 Structure 66 111,112,431-437 Excavation & 69 3 Embankment 100,110 117 4 Pavement 30-50,250-430 Granular 5 Material **122** 107 240 122\_\_\_\_130 6 Traffic Stripe 540-620 LET: January 25,2005 NOA: February 9,2005 NTP & BCT: March 10,2005 TU: 130 MGH 170 
 AUGUST
 SEPTEMBER
 OCTOBER
 NOV
 DEC

 18
 17
 15
 12
 6
 JAN FEB MARCH APRIL 
 JULY
 AUGUST
 SEPTEMBER
 OCTOBER
 NOV
 DEC
 JAN
 FEB
 MARCH
 APRIL

 18
 18
 17
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 7
 9
 13
 17
 MONTH MAY JUNE JUNE JULY MAY TIME UNITS TIME UNITS PER MONTH 7 9 13 17 19 19 19 19 18 PER YEAR CUMULATIVE TIME UNITS

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

### HAUL PERMIT FOR BRIDGES

#### WITH

#### POSTED WEIGHT LIMITS

	<b>DATE:</b>
PROJECT:	IM-0020-01(166) / 103928
COUNTIES:	Rankin
LOCATION:	Overlay Interstate 20 between the West and East Brandon Interchanges.
exceeding the	ued to for transporting loads posted limit for any such bridge located on State designated routes within the provided that such transport vehicles comply with all other governing statutory
for materials a contractors and and no other h	valid on all State designated routes from the point of origin to the point of delivery and equipment utilized in construction of said project and also valid for subvendors upon written permission of the Contractor. The permit is non-transferable aul permit for posted bridges will be issued to other individuals, vendors, or comtruction of this project.
* *	signed permit shall be carried in all vehicles operating under the authority of this o a copy of the Contractor's written permission when the vehicle is other than led.
	with State law, the above named Contractor will be liable for damages directly vehicles operating under this permit.
	EXECUTIVE DIRECTOR