

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

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

ADDENDUM NO. <u> 1 </u>	DATED <u> 1/27/2005 </u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. <u> 2 </u>	DATED <u> 2/15/2005 </u>	ADDENDUM NO. _____	DATED _____

Number	Description
1	Revised Plan Sheet Nos. 3, 466, 543-550, 554, 565-572, & 576, replaces same.
2	Revise Table of Content; NTB #981M, replaces NTB #960M; Revise or Add NTB #974M, NTB #987M, NTB #988M, NTB #989M, NTB #990M, NTB #991M, & S.P. 907-803-16M; S.P. 907-805-7M, replaces S.P. 907-805-2; Revised Proposal Shts. 2-3, 2-15 thru 2-18; Add W-9 Document; Revised plans by adding or replacing plan sht. nos. 3,14,30,466-468,472,474,543-550,552,565-572, & 574; Revised Project Disk Required.

TOTAL ADDENDA 2
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

Signature

TITLE _____

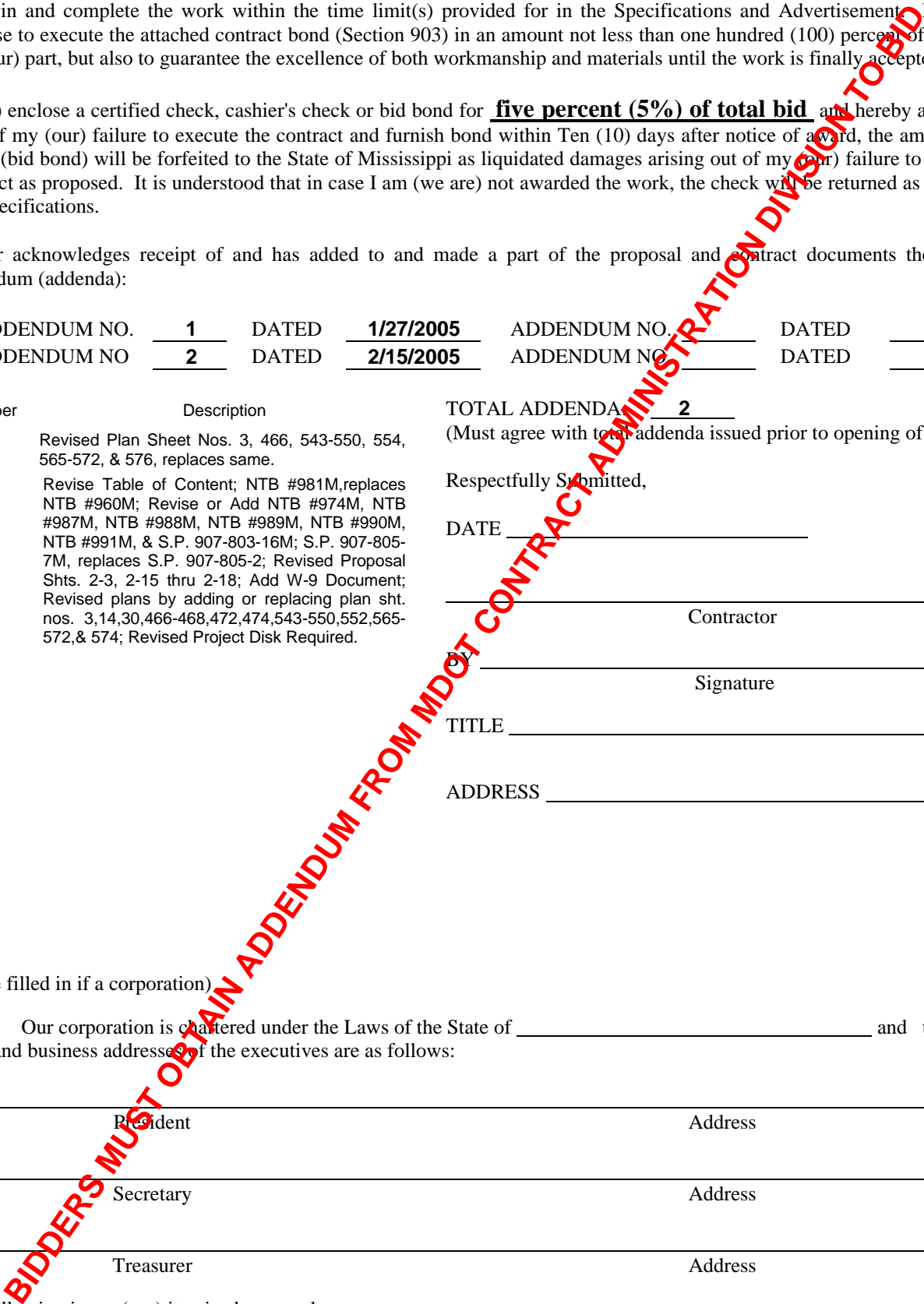
ADDRESS _____

(To be filled in if a corporation)

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

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 981M

CODE: (SP)

DATE: 1/10/2005

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

REFERENCE: Subsection 907-109.07

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

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$1.5503	\$0.4095
Diesel	\$1.6157	\$0.4268

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$0.8184	\$194.17	\$0.2162	\$214.03
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	\$0.8099	\$192.14	\$0.2139	\$211.79
Grade PG 67-22	\$0.8038	\$190.71	\$0.2124	\$210.22
Grade PG 76-22	\$1.1521	\$273.33	\$0.3043	\$301.29
Grade PG 82-22	\$1.4061	\$333.60	\$0.3715	\$367.72

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$0.7475	\$0.1975
Grade RS-2C (CRS-2)	\$0.7678	\$0.2028
Grade CRS-2P	\$0.9065	\$0.2395

PRIMES

Grade EA-1 & MC-70	\$1.0127	\$0.2675
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 974M

CODE: (SP)

DATE: 02/11/2005

SUBJECT: Applicable State Taxes

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Bidders are hereby advised that 51% of the work required on this project is in the State of Arkansas and 49% of the work is in the State of Mississippi.

An agreement has been reached between the Arkansas Department of Finance and the Mississippi State Tax Commission regarding the liability for the sales, use, and contractor's tax in the respective states, as well as individual tax withholdings, for this project, and the assessment shall be as follows:

- The contractor will have to register with the appropriate authorities and obtain the appropriate licenses in each state.
- Mississippi will impose its usual 3.5 Percent (3.5%) contractor's tax on Forty-nine Percent (49%) of the payments to the contractor.
- Mississippi will issue a Material Purchase Certificate (MPC) to the contractor which will exempt it from sales tax on component materials purchased in Mississippi to use on the job.
- Arkansas will charge sales tax on materials bought in Arkansas. Mississippi will not allow any credit against the contractor's tax to offset the sales or use tax paid to Arkansas.
- For materials used in the project which are purchased in Mississippi to be used in Arkansas and exempt from Mississippi sales tax under the MPC, Arkansas must collect a use tax. This includes Six Percent (6%) state tax and Two Percent (2%) Chicot County tax. However, due the difficulty in determining exactly what materials will be used in which state, Arkansas will assess its use tax on Fifty-one Percent (51%) of the purchase price of all materials bought in Mississippi. Arkansas will not allow credit against any of the taxes paid pursuant to Mississippi's contractor's tax to offset any portion of the Arkansas sales or use tax.
- The MPC issued by Mississippi exempts from taxation only the component materials purchased for the job. On equipment purchased, rented, or leased, and similar costs, each state will charge its usual tax. However, each state will allow a credit to offset the taxes paid in the other state, so that ultimately the contractor will be responsible for Mississippi's Seven percent (7%) sales or use tax on Forty-nine Percent (49%) of such

expenditures and Arkansas state and county sales or use tax on Fifty-one Percent (51%) on these expenditures. If a piece of equipment is purchased in Arkansas for use on the project, Mississippi's Seven Percent (7%) use tax would be assessed on Forty-nine Percent (49%) of the purchase price; however, Mississippi would allow credit for the rate of tax paid to Arkansas on the equipment, so that the end result could be that no Mississippi taxes would be owed since the Arkansas total tax rate is Eight Percent (8%), including the county taxes.

- On non-component materials such as framing lumber, the contractor will be required to pay sales tax to the state in which these materials are purchased. If these materials are purchased in Arkansas, Mississippi may assess a use tax on Forty-nine Percent (49%) of these materials, and cannot allow a credit against the sales tax. On materials purchased in Mississippi, Arkansas may assess a use tax on Fifty-one Percent (51%) of these materials, and cannot allow a credit against the sales tax.
- In Arkansas there is a cap of \$2,500.00 on local sales or use tax for each "single transaction." Each local jurisdiction has its own definition of the term "single transaction." It may be as simple as defining each invoice as being one transaction regardless of the number or price of items on that invoice, but the Arkansas Department of Finance and Administration should be contacted to make a determination of the definition utilized by Chicot County.
- Respective state income tax withholdings are to be made on the basis of the employee's state of residence.
- Regarding unemployment taxes, the participants in the conference had no authority to make any binding commitments since these taxes are handled by different offices. However, according to the responsible agency in the respective state, Mississippi will assess a payroll tax on the basis of where the main office of the employer is located. If the project is managed out of an office located in Mississippi, Mississippi unemployment tax will be assessed. If the project is managed out of an office in Arkansas, Mississippi will not assess unemployment tax. Arkansas assesses unemployment tax on employees who live and work in Arkansas. The employment security agencies in each state should be contacted for definitive resolutions on these factual determinations.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 987M

CODE: (SP)

DATE: 02/11/2005

SUBJECT: Borrow Material, Class B-13

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Bidders are hereby advised that the plans indicate the borrow material for this project to be Borrow Material, Class B9, and the contract documents indicate that the borrow material to be Borrow Material, Class B13. The correct class of borrow material is B13.

Bidders are advised to **disregard** any reference in the plans to Class B9 since the correct class of borrow material is Class B13.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 988M

CODE: (SP)

DATE: 02/08/2005

SUBJECT: Suspension of Work

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Bidders are hereby advised that should the river stage at the Greenville gage exceed 48.0 feet (37.46 meters) as published by the Army Corps of Engineers, Vicksburg District, all construction and excavation of drilled shafts, piling or footings, within or outside of the levee, shall cease. The Contractor will be granted a time extension for any day on which the Contractor is unable to work if and only if the drilled shaft or piling operations are shown as a controlling item of work in the critical path of the progress schedule. The Contractor's latest update of the Project Schedule will be utilized for purposes of identifying critical path work activities.

However, the Contractor may make a written request to the Mississippi Levee Board to allow drilled shaft and piling work to continue in the area mentioned above. If the Levee Board approves such work, the Contractor may continue work in accordance with the requirements set forth in the Levee Board's approval and no time extension will be allowed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 989M

CODE: (SP)

DATE: 02/11/2005

SUBJECT: Optional Field Splices

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Bidders are hereby advised that the quantity shown for pay item 907-810-A, Structural Steel, includes the quantity for optional field splicing. Should the Contractor decide not to use the allowed field splices, the quantity shown on the plans and in the proposal may underrun. Final quantities will be based on approved shop drawing.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 990M

CODE: (SP)

DATE: 02/14/2005

SUBJECT: Minutes of the Pre-Bid Meeting

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Attached are the minutes of the February 7, 2005 Pre-Bid Meeting for this project.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MEETING MINUTES
PRE-BID CONFERENCE FOR MISSISSIPPI APPROACH SPANS
Project No. BRDP-9205-00(004) / 100332-
Washington County, MS And Chicot County, Arkansas
GREENVILLE, MISSISSIPPI**

FEBRUARY 7, 2005 AT 9:00AM
IN MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S AUDITORIUM

ATTENDEES:

John Sones	Neel-Schaffer, Inc.	Dick Ward	FHWA
Peter Nimrod	Mississippi Levee Board	R. M. Tipton	Attorney General's Office
Bobby Thompson	Mississippi Levee Board	Thomas Head	Carolina Steel
Harold Weir	Rosiek Construction Co.	Paul L. Leonards	Hill Brothers Construction & Engineering Co., Inc.
Sterling Akers	Hill Brothers Construction & Engineering Co., Inc.	Clay Trantham	Prospect Steel Co.
Kenny Hill	Hill Brothers Construction & Engineering Co., Inc.	Dwayne Boyd	APAC – Mississippi
David Horton	Hill Brothers Construction & Engineering Co., Inc.	Mark Turner	MDOT
John Hill	Hill Brothers Construction & Engineering Co., Inc.	Neal Dougherty	MDOT
Gerald Hill	Hill Brothers Construction & Engineering Co., Inc.	Mike Kalde	Mckinney Drilling Co.
George Malouf	Malouf Construction	Craig Sansing	APAC – Mississippi, Inc.
Steve Wingert	MMC	Dennis A. Rodgers	APAC – Mississippi, Inc.
Bruce Moor	CSI	David Turner	APAC – Mississippi, Inc.
Gene Boyette	Lofland Co.	Bill Praderio	Massman-Traylor
Rick Tratz	Lofland Co.	Dennis Brasfield	Massman-Traylor
Gene Spitz	Jensen Construction Co.	Steve Abbott	Gerda Ameristeel
Jeff Rashussen	Jensen Construction Co.	David Trevatham	Key LLC
Max J. Williams	Gulf Coast Pre-Stress, Inc.	Gus Beck	A. H. Beck Foundation Co. Inc.
Renford Lucas	Ferguson P/P	Mike Kolds	McKinney Drilling
Pat Bailey	Vulcan Materials	R. Kirk Randolph	APAC – Mississippi, Inc.
Keith Purvis	MDOT-RWD	Hamid Gharachamani	APAC – Mississippi, Inc.
Randy Kennar	Consteel Co., Inc.	Deane Wallace	AFCO Steel
Clark Conn	Knowles Material Co.	Michael Bogue	APAC – Mississippi, Inc.
Mitch Carr	MDOT-Bridge	Walter Lyons	MDOT
Jeff Schmidt	FHWA	Brad Lewis	MDOT
Robert N. Webster	FHWA	Jimmy Seay	Burns Cooley Dennis
Kevin Magee	MDOT – District 3	Neal Howard	McKinney Drilling Co.
Steele Davis	MDOT - Leland Project Office	Mike Pepper	MMC Materials, Inc.
Keith Carr	MDOT	Glenn Craft	MMC Materials
Phyllis Trevathan	Tremac Resteel, Inc.	Johnny Sides	MMC Materials
*Valarie Gaston	Neel-Schaffer	Rebecca Armstrong	Treviicos South
*Cindy Rich	Neel-Schaffer	Mike Caulfield	HNTB Corp.
*David Hebert	Neel-Schaffer	B. B. House	MDOT-Contract Admin
*Tommy Rhodes	MDOT	*Eric Arnold	MDOT – District 3
*Sean Ferguson	MDOT - Geotech		

* Not Shown on Sign-In Sheet

Brad Lewis - MDOT

We're going to get started. We're running a little bit behind but that's alright. Welcome everybody to the Pre-Bid Meeting for the Greenville Bridge Mississippi Approach Spans. My name is Brad Lewis and I'm the State Construction Engineer. Before I start I would like to introduce Walter Lyons. He is the District Engineer for District Three.

Walter Lyons - MDOT

We've got a lot of participation, obviously. I just wanted to introduce some people from District Three: Kevin Magee, if you will stand, the Resident Engineer; Eric Arnold; Steele Davis over our Leland Project Office. On this Mississippi Approach, MDOT District Three is going to administer the Construction Engineering Contract, as opposed to the Main Span where we hired a consultant. We just wanted to make sure that everybody understood that. MDOT will be in charge of the Construction Inspection Project. Kevin Magee will be representing District Three. Thank you.

Brad Lewis - MDOT

Thank you Walter. We'll get some housecleaning taken care of first, before we get into this. This is a very informal meeting if you've got any questions at all just stop anyone of us. I'm going to do part and Mitch Carr will do more so just stop anyone one of us with any questions that you all have got at anytime.

The Bid date for this job is February 22, and will be in this room. Bids are opened shortly after 10:00 a.m. If you plan on delivering any bids, you might want to be here a little early. All Bids must be in at 10:00. THERE WILL BE NO EXCEPTIONS. A little different security since the last time that you all were here. It hadn't been a problem since last month but you never know. So if you plan on hand delivering any bids to this room, I would be here a little early.

We do have the Center Span job that is still under contract right now. It's estimated to be complete. The original date is September '05. I think that we've done a couple of Supplemental Agreements and extended time. So, realistically we're probably looking at Spring '06. Which brings us to the other, the river access; currently MDOT can not provide access to the Mississippi Approach Project by the river. It's basically tied up in the Center Span Project right now. Once that job is finished and a maintenance release is issued, then you get access to the river from that way. The other option would be to work with one of the adjoining land owners and come in that way, if that's what you're looking at. But MDOT can not provide you access at this time through the river.

Right of Way Utilities. All right of way has been acquired. All utilities are supposed to be out of the way. We shouldn't have any problems at all with either right of way or utilities. This job has a 2% DBE Code which I think was originally advertised at 0%. On this Project, the Contractor will furnish a CPM Schedule which specifies the completion date and you will need to furnish us a schedule. It's either the Primavera P3 or SureTrak either one.

Hill Bros.

Could you kinda elaborate on the time adjustments to that? I know that there's a Notice to Bidders that said something to the effect of a 36.5 reading in metric and its impact to critical path. Could you expound on that?

Brad Lewis - MDOT

Basically, there is a Notice to Bidders... Everybody, 907-108-2M.

Hill Bros.

There another question on that same question. Why is a 36.5 chosen and the area that is flooded is more than that?

Mitch Carr - MDOT

36.5 meters was the elevation at the bank. It was given at the top of the bank.

There is going to be a work road in the Right of Way so that elevation will actually be

somewhat higher than that but above 36.5 the row inside the levee, especially near the river, pretty much is too wet to work . At least that is what we understand from the District.

Kevin Magee - MDOT

I've got pictures. In fact, we've just gotten through a high water stage in this area; so we know exactly what it looks like. In fact it's still up but it's on its way down. I've got a couple of pictures that'll give you an idea, tied to gage readings which are in feet. That's what you get out of the newspaper but I've also converted to meters so that you can see what. I've got it at 36.7 and a picture at 37.8. It did get higher than that this time. But I can show you about what it looks like at that cut off time frame.

Brad Lewis - MDOT

Okay, that's Special Provision 907-108-2M. Basically, states when the water gets above, when the river stages get above 36.5 meters based on your schedule. If it affects something in your critical path then basically you'll get time for time. If the river stays up ten days, then you will get ten additional days of time for that.

Hill Bros.

What's that gage reading at 36.5 meters, like you're saying? Do you know what that gage reading? Is that 48?

Kevin Magee -MDOT

If I can do a quick calculation. 36.7 meters is actually a 45.6 feet. It must be around 45 feet.

Hill Bros.

Okay.

Brad Lewis - MDOT

Basically, when it gets above the 36.5 and it affects something that is not in the critical path then there will be no-time extension. So we'll evaluate your schedule and where you're at and what the water does to you. If it affects your critical path then you will get time back for that.

The beginning Contract Time for this job is April 7, 2005. The scheduled completion date is April 1, 2008.

The Levee. We've made provisions to allow a haul road over the top of the levee. There already is a criteria for that. That will need to be, there's a copy of the permit. That would need to go through the Levee Board. They have requirements on this haul road if you elect to build one. Like I said, we've got a copy of the permit that you will need to fill out and submit to the Levee Board.

Walter Lyon - MDOT

Why don't we introduce the Chief Engineer for the Levee Board, Mr. Peter Nimrod?

Peter Nimrod – MDOT

If you pick up this little five page hand out up front this kinda goes through some of the requirement that we were talking about. Do you want me to go through these now, Brad or do you want me to wait?

Brad Lewis - MDOT

If you want to.

Peter Nimrod – Levee Board

Just real quickly and briefly, if you've got this just in front of you. *(Following is from Peter Nimrod's Handout. Refer to handout for Exhibits.)*

1. MDOT Contractor must build cross-fence along South MDOT r.o.w. and connect to existing landside & riverside fences. Cross fence specifications:
 - a. 6' tall Steel t-posts spaced 8' apart,
 - b. 6"x6" 4' tall hog wire fencing material,
 - c. 1 strand of barbed wire on top,
 - d. Levee Board will install cattle gap on top of Levee along South MDOT

- r.o.w.
2. MDOT Contractor to maintain grass within new bridge MDOT r.o.w. & Levee Board r.o.w. Must cut at least once a month during the growing season and not allow grass to get over 12" tall.
 3. MDOT will maintain grass within Levee Board r.o.w. between north MIDOT r.o.w. and the Bali Hai Casino development. Must cut at least once a month during the growing season and not allow grass to get over 12" tall.
 4. No construction traffic on Levee Maintenance Road on top of levee at any time.
 5. Contractor may elect to build a Temporary Haul Road up and over to levee to access the site. This ramp will allow the contractor to move all equipment, supplies, etc. from the landside to the riverside and vice versa. Temporary Haul Road specifications:
 - a. 3' minimum fill over existing levee,
 - b. 6" minimum crushed limestone surface,
 - c. Side slope to be a minimum of 1:20 to tie into existing Levee Maintenance Road. Surface to be 6" crushed limestone,
 - d. Side slopes shall be seeded with Bermuda turf,
 - e. Typical ramp crossing attached (*see attached Exhibit 1*)
 - f. The new ramp must be built in a timely fashion as to not impede Levee Board crews and authorized people from traveling the top of the levee,
 - g. Submit (3) copies of Temporary Haul Road plan to Levee Board for approval & Permit for Facilities on Levee Board row. (*see attached Exhibit 2*)
 6. If MDOT Contractor must temporarily block Levee Maintenance Road on top of levee, prior permission from the Levee Board must be obtained.
 7. No borrow within Levee Board r.o.w. (*see attached Exhibit 3*)
 8. No borrow within 2,500' of the centerline of the levee without Levee Board approval.
 9. No stockpiling material within Levee Board row.
 10. Utility crossings will be issued under a separate permit: electrical, pipeline, etc. Typical pipeline crossing detail available. Aerial utility crossings (*see attached Exhibit 4*):
 - a. one pole at top of levee 5' from the landside edge of gravel,
 - b. one riverside pole a minimum of 10' from toe of levee structure,
 - c. one landside pole a minimum of 40' from toe of levee structure.
 Submit (3) copies of utility crossing plan to Levee Board for approval & Permit for Facilities on Levee Board r.o.w.
 11. Levee Board reserves the right to shut down any subsurface landside activities once the Mississippi River gets to flood stage (Greenville gage 48 or higher).

Kevin Magee - MDOT

Just to clarify a couple of things. During the life of this Contract, the Contractor will be responsible for that portion of the Levee Board's Right of Way that falls within MDOT's Right of Way. Now, MDOT District Three is going to take care of the maintenance outside of that. So, that's not going to be part of the Construction Contract. We're just going to handle that on our own. Maintenance being mowing.

Also, the gage reading which is what you'll see in the paper and what you'll see on the news all of the time. The 36.5 metric gage reading equates out to be 44.8 feet. So what Peter is talking about is 48 feet which is a bank full situation. So actually our cut off is three or four feet below bank full. So like I said, above that we'll have to coordinate pile

driving or drilled shafts that are outside of the levee. As many of you all know, the way levees fail is they usually undermine through sand boils; that's what Peter is in charge of, making sure that it doesn't happen and we're going to make sure that it doesn't happen, also.

Brad Lewis - MDOT

The language addressing the 48 gage reading has not come out yet. That will be out in addendum format.

Kinda back to the haul roads, itself. It's a little different than it was the first time that we had this meeting. We've actually got the Corp of Engineering permit modified that will allow borrow material to be brought inside. It has to be removed; it can not be wasted within the levee. Whatever you bring in has got to be taken back out.

Hill Bros.

That also applies to build up, too?

Brad Lewis - MDOT

That's correct.

Hill Bros.

In 44 and 30 you show an interlocking grid system for your erosion control protection. The section shows one to ten but interlocking will not go a one to ten. It would go back on the original section, right?

Kevin Magee - MDOT

That's right. The levee will be restored back to it original shape and condition. The interlocking erosion control will be put on and if you go there and look at the levee right now, that's what it suppose to look like when everything is through. That's where your interlocking erosion control goes.

Brad Lewis - MDOT

The question was if you built up the levee, do you have to restore it back to its original shape.

Hill Bros.

Question back to Peter. Do you have limitations on the landside of the levee so there is no restriction on the river side?

Peter Nimrod – Levee Board

For borrow?

Hill Bros.

Yes.

Peter Nimrod – Levee Board

Okay. What I said here also, was that you can't take any borrow from the Levee Board Right of Way and we go out about 1250 feet on the river side. So anything outside of 1250 feet outside of our right of way, there is no restriction on that other than Corp of Engineers.

Kevin Magee - MDOT

Actually, what Peter is talking about is taking borrow out of the Levee Board Right of Way.

Peter Nimrod – Levee Board

Right.

Kevin Magee - MDOT

No taking of borrow on Levee Board Right of Way.

Peter Nimrod – Levee Board

Right.

Kevin Magee – MDOT

Strictly, taking out.

Walter Lyons - MDOT

Also, you failed to mention that any borrow or anything that's placed on the river side bed has to be placed on fabric until completion then everything has got to be removed and replaced back to natural ground.

APAC During high water events, you usually are likely to lose significant amount of off road materials. How will the Board treat that and will that 11,000 cubic meters requirements be restricted for life of project or per event?

Brad Lewis - MDOT The 15,000 cubic yards was basically for a gravel type of surface. There is no restriction of it as far as I know for borrow materials that we bring in. I don't know we are going to ask the Corp about whether there is a restriction on that amount or not.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The limitation of 15,000 cubic yard of material used to maintain the riding surface is to be considered a maximum that can be used for the life of the project.

Hill Bros. I understand that the fabric has got to go underneath the access road that you take in there but what you put on river side of the levee you don't have to put fabric under it.

Kevin Magee - MDOT Do what now?

Hill Bros. The river side of the levee from one to ten; the approach that you're building. Do you have to put fabric under that?

Kevin Magee - MDOT That would come from Peter, actually. I mean do you see any need in putting fabric down on the fill for your approach?

Peter Nimrod – Levee Board I don't see the need for it. Just as long as when you remove it.

Kevin Magee - MDOT Yes.

Peter Nimrod – Levee Board It's stretched back into the same.

Kevin Magee - MDOT The fabric that we're mainly addressing is the fabric for your construction haul road that would be inside of the levee.

Hill Bros. The Corp's permit said within the levee that's why I am asking.

Brad Lewis - MDOT I would put the fabric in there. The Corp doesn't make any distinctions from the levee.

Keith Purvis – MDOT I would assume that you would put it on the entire length of the levee.

Brad Lewis – MDOT Kinda staying similar with the haul road and Cottonwood Chute. There is language that we could not place any fill within the Cottonwood Chute. Any temporary structure that you put in has to be completely removed at the end.

We have a possibility of a Least Tern. It's a bird that's been known to inhabit that area. There is contract language that requires MDOT to make a visual inspection prior to May of every year. If or in the event that any of these birds are found, there are requirement; basically we would have to stay 300 meters away from the bird. It could potentially stop work in an area. There is contract language to address that. If we happen to find one of these birds and it affects our critical path, then you would get the same time back.

Make sure that you read that language.

Kinda something a little different for the MDOT folks. We're going to escrow the bid documents on this project, similar to the center span. There are forms in the back that you have to complete. There's language, I think, it's ten days from the time that the Contract is awarded that you have to execute this or to bring these documents to I guess B. B. We'll take care of it from there. If you don't, we won't award the job.

The other change in the last meeting is advancement on structural steel. There are two provisions in the Contract. One of them is our normal advancement type notice to bidders. The other addresses structural steel itself. We will allow advancement of raw materials on this particular project. The only stipulation of this is the contractor at preconstruction needs to bring a letter stating which advancement on structural steel only. Which way that they're going to go with it. So just pay attention to that language.

AFCO Steel

Number one, I appreciate you all looking into these matters. I appreciate, the distance that you've come on them. On the payment for raw materials, it is less surcharge that still needs to be pointed out. That'd bring a million, a million two of work that you will not pay on the raw materials. There's also a statement that you get paid either for the raw material or for the fabricated girders and the fabricated girders, of course, you will not pay for them in storage at the fabricator's yard if option two was accepted on the front of the end. Will you pay for them on delivery or only upon erection? In other words, trying to increase our cash flow we can't afford to finance the State of Mississippi and the Federal Highway Administration \$8-16 million.

Keith Carr – MDOT

You can pay on delivery to the job site.

AFCO Steel

I think some of your language in your spec book. I think it speaks about erection. It's what?

Kevin Magee – MDOT

It's paid for as an advancement.

Keith Carr – MDOT

Once it gets to the site you can pay for the invoice. Pay for the cost of the fabricated material. Once it's on site.

AFCO Steel

What we would like to do is to take option two, get paid for most of the raw material less the surcharge, and when the girders are ready, ship them to the site and store them at site and get the payment.

Brad Lewis – MDOT

No. We're not. If you take option two then you will get raw materials only. We're not going to pay advancement two ways. It's either/or.

AFCO Steel

So, you know, we're back to my question, as you said a minute ago. If we take option two, get paid for our raw materials and we ship the girders to our site. You still won't pay for them until they are totally erected.

Brad Lewis – MDOT

That is correct.

AFCO Steel

So you're going to challenge us to try and be able to time our fabrication within a week or two of the contractor's need.

Jenson Construction

Does the erected have to be completely torqued or just hung before the fabricator can be paid.

Brad Lewis – MDOT

We'll just take that under advisement and answer that question subsequent to this meeting.

AFCO Steel

Thank you.

Massman-Traylor

If you would like to do option one then you don't pay for raw material but you will pay when the girder is standing by the inspector at the plant and properly stored? Or whether it's there at the job? Then you will pay per girder, per pound and per fabrication. Is that correct?

Keith Carr – MDOT

That’s right.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

In accordance with Special Provision 907-109-12M advance payment may only be made under Option 1 or Option 2. If the Contractor chooses Option 2, no further payment for Structural Steel will be made until the steel is erected.

AFCO Steel

On that same subject, you’ve got some language that when the girders are complete. What arrangements will satisfy the engineer for storage and protection? Normally, we just put them on bondage and set them out in the yard. They’re going to be standing out in the rain, as a bridge, for a hundred years, hopefully. I was just wondering what you are looking for. You aren’t looking at wrapping them in plastic.

MDOT

No.

AFCO Steel

Just get them off the ground maybe on some gravel and some bondage.

Mitch Carr – MDOT

Right, in ready to ship condition.

Brad Lewis – MDOT

Next subject I want to cover is the tax issue. We’ve had a mix up. We were supposed to have had someone from the tax commission here. I apologize for that. We’re going to try to take down the tax questions the best that we can and we’re going to try to send out a response.

Let me try to explain the intent of the Notice to Bidders that’s in the Contract and maybe we didn’t do a good job on that. The intent was that this job is or the total of this job was basically 51% Arkansas and 49% Mississippi. What we were intending to do is to try and simplify the tax issues. Basically, make a clean split. This would be two projects. So you would pay whatever taxes Mississippi had would be 49% of either what you paid or what the Contract amount was. However it works. I don’t know. I’m not a tax expert so don’t get me too far into this. But the, like the payroll and that kinda thing is what you pay so it would be based off of that. On the other part, it would just be a 51% split in Arkansas. Evidently, we need to probably re-look at that. Evidently, there is still some confusion on that. We didn’t do as good a job as I thought that we did trying to make that distinction. But we will, if anybody has got any tax questions.

Hill Bros.

In the Notice to Bidders, it says 49% would be in Mississippi and 51% in Arkansas. Mississippi has a 3 ½% gross receipts tax so that’s not a problem to take 49% of your bid and 3 ½% is that applicable for your bid. However in Arkansas, it’s 8% sales tax for Chicot County, that’s on the sale of your materials. Now we’re going to be buying; if a Mississippi contractor gets the job we’re going to be buying our materials in Mississippi. However, how is Arkansas going to regulate the 51% that they’re suppose to get on 8% of the materials? Are they going to go to the contractor’s book no matter where they are at? Look at the bookkeeping for the total dollar value for materials? Are they going to apply 8% there? How’s that going to be implicated?

**Roy Tipton - Attorney
General’s Office**

Brad is apologizing for me. I’m the one who is suppose to have the tax people here and it’s my fault that they weren’t here. If we could from the contractors, I’ve got gross receipts tax, sales tax. What other tax issues have you all looked at that you’re concerned? Payroll tax. What other issues do we need to cover?

**Hill Bros.
(Sterling Akers)**

On payroll tax, if the employee is a Mississippi resident and they’re working on this job; the taxes would be Mississippi. And if they are from Arkansas, then they come and work

on this job then it's a different story. So, I don't see how the 51/49 is applicable on payroll. But on material, the Mississippi part is not going to be hard to compute. BUT, when you go to Arkansas it's going to be a nightmare; and if somebody leaves that out, they've left out a lot of money.

**Hill Bros
(John Hill)**

I sent an email to Brad about it. The word that you used, earned revenue, is where I get confused because the gross is applied the value of the Contractor's earned revenue. But the sales tax is not so in my mind; it's zero the way you wrote it. I don't think Arkansas will be very pleased with that because it's not multiplied by the earned revenue. That's why I was concerned about it. It's a big chunk of money and we can't leave it out.

**Roy Tipton - Attorney
General's Office
Jenson Construction**

Anybody else thought about anything on taxes?

How are you going to look at splitting? Because you're going to end up with your taxes on labor, your work comp numbers. Everything changes between states. Are we going to work this out to where the individual is a resident or we going to work this all through Mississippi? You don't want to get into the position where if their working on one pier in Arkansas your paying one set of rates and they're working on a pier in Mississippi you're paying a different set of rates. It's a nightmare to keep track of.

**Roy Tipton - Attorney
General's Office
Prospective Bidder**

Yes, but you do have two sets of rates in the books. One for each place on the ground.

It's going to be pretty tough.

**Roy Tipton - Attorney
General's Office
Prospective Bidder**

Your question has to do with comp rates?

Yes.

Prospective Bidder

State Unemployment?

Malouf

State unemployment falls into the same group.

Attorney General's Office

Anything else?

Hill Bros.

When we talk 51/49 are you talking about 51% of your payroll? Would that be of the Arkansas payroll and 49% of the Mississippi payroll?

Brad Lewis - MDOT

We'll just have to get answers to these. I don't, I don't guess we'll get any taxes.

Any body else?

We will try to get you some definitive answers in writing as soon as possible. Again, I apologize. I thought we had arrangements for both Arkansas and Mississippi tax people to be here.

Walter Lyons - MDOT

I hope we can get some kind of Agreement with Arkansas tax commission and come up with something that makes sense. Because I don't want our people to spend ten hours a day figuring who works where and what did what?

MDOT

Or me either.

**Roy Tipton - Attorney
General's Office**

Discussions have been good between both the tax commissions. But it's just a matter of we've got else down the way.

Brad Lewis - MDOT

That's kinda all that we intended to do with this 49/51 spread but, like I said, I didn't know enough about it to do what I feel you were trying to do.

Massman-Traylor I guess, I asked you to look at it in a light that to discuss it. I would assume that the permanent materials that are in the state of Arkansas would be subject to the Arkansas sales tax. So that basically applies to what ever portion of the structure is in Arkansas as compared to your 51/49 split.

Brad Lewis – MDOT Arkansas has agreed to take 51% of the length of the job whatever the other materials are instead of trying to split it down the exact state line. They’ve agreed to that.

Hill Bros. Take your total materials and say 51% of that and that’s what they’ll tax us on.

Hill Bros. To simplify things, they agreed to 51/49. They agreed to 51/49 gross receipts and split that and forget all those other taxes.

Prospective Bidder That may have been the intent, but that’s not what you wrote down.

Brad Lewis - MDOT That was kinda my intent. Like I said I don’t think I did what I thought I did.

Prospective Bidder All of us can compute that.

Brad Lewis - MDOT That what I wanted – something very simple. Just take whatever taxes there are – 49% of them you pay on the dollars you pay Mississippi 51% you pay Arkansas. No matter where it fits.

Prospective Bidder Effect would be you would have MPC covering both states if they did that. I don’t know what you would get out of it. You don’t pay taxes on permanent materials. If they’ll accept 51% of the total gross that Mississippi charges, Mississippi takes 49 and get tax exempt. Now the only thing hard to keep up with is whether the man is standing in Arkansas drawing his paycheck or standing in Mississippi drawing his paycheck.

Roy Tipton - Attorney General’s Office There are 2 different ways.
We’ll do our best to answer these questions as soon as possible. We’ll get answers to everyone who is signed up.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

Please see Revised Notice To Bidder No. 974M for clarification of this issue.

Keith Carr - MDOT Did anybody not sign the list?

Bob Webster - FHWA I know we discussed this at the last meeting – but, I guess my memory is a little weak on whether we did. But, from the comments I’m hearing we did get the Arkansas wage rates and the Mississippi wage rates in there? That’s correct. You might make sure he understands as far as his speaking goes, that they’ll have to meet a particular wage rate for the county. That doesn’t necessarily mean you have to pay a worker who’s on two different rate scales. To avoid that you would have to pay the higher of the two all the time. That’s just one way to handle it or you can keep records on where they’re working.

Were you aware of that?

Brad Lewis - MDOT Okay, the last thing I have is part of the next addendum. It is a W-9 form. I guess a standard tax form. This will apply only to contractors, prime contractors that have not received a check from MDOT as of this date. You know whether an old contract, we don’t need a W-9 form? If you’re from another state or have never done business with MDOT, we need this form completed and basically let me - we’ve implemented a new construction management program. It’s AASHTO software. As a part of that we have to have a stabilized contractor’s number. We can get this form submitted earlier, then we

can go ahead and get the number itself. It takes a little while to do it. That's why we're asking for this form up front. It will be included in the bid package. Keith would you cover the clearing?

Keith Purvis - MDOT

We've acquired authorization from the COE to clear 23 acres within the levees for this project. Actually the written permit says 34 acres, but 11 acres we'll reserve for the next project in Arkansas. We have one permit to cover both approach projects. So, you're allowed to clear 23 acres within the levee for this project. The way we determined that area is the bridge width plus 10 meters on either side of the 28 meter wide bridge. Also included in the 23 acres is the full right of way width between piers 39 and 43. Due to larger substructures, we were able to get authorization for additional clearing. Also you need to advise the COE when you determine where you're going to put your temporary haul road – one on each side – or whatever you're going to do. You've got to submit that to the COE and let them know where you plan to clear and where you plan to construct your haul road. Like Brad said – the permit also allows 15,000 cubic yards of material for the riding surface on the haul road. Embankment material may come from outside the levee, but you've got to put it on the fabric and it's got to be removed at the completion of the contract.

Also, the COE is starting to require more information on where the material comes from. If you're going to get the embankment material from outside the levee to build this haul road you will have to provide the source that the material comes from to the COE. If it's a commercial pit that has already been authorized by the COE, it shouldn't be any problem. If it's a new pit, you're going to have to do some things such as get a wetland delineation around this pit, where you get material from to make sure you're not digging up a wetland. Also, you will need to examine the cultural resources, and other environmental impacts that they're going to be looking at. So, if you've got a pit located that you're going to get your material out of, you might want to be talking to the COE and provide that information to them to get their permission to use that area.

Like Brad said, there's no fill allowed in Cottonwood Chute. The permit does allow for construction of a temporary structure, but, again it's got to be removed at completion of the contract. That's all I've got unless you've got some questions.

Rosiek Construction Co.

Related to that Cottonwood Chute, the three footings in that area. Are those intended to be suspended or floating footings now?

Mitch Carr - MDOT

I'll come back to that question in just a minute.

Brad Lewis – MDOT

Another question in the back?

Same thing?

Alright, at this time I'm going to turn it over to Mitch Carr, the Bridge Engineer.

Mitch Carr - MDOT

(Below are Mitch Carr's Pre-Bid Talking Points.)

Generally speaking, the approach spans consist of welded plate girders and precast prestressed concrete beams with a cast in place concrete deck supported by piers on drilled shaft footings. There are a few items that may be different from most of our other bridge projects that I would like to bring to your attention:

- a. The bridge deck will be approximately 28 meters from edge to edge. No

longitudinal construction joints in the deck will be allowed. There will be a Median Barrier Railing in the center of the deck. The anchor bars for the Barrier Rail will require special installation after the deck concrete has set up including using adhesive capsules for each anchor bar. There are special details in the contract plans for this installation. The Contractor may choose to drill or form each hole required for the anchor bars.

- b. The Contractor will be required to install the expansion finger joint, steel rail and median rail expansion components at pier 39. The structural steel components required for this installation will be furnished to the Contractor. Details for this installation are included in the contract plans along with a pay item for the installation.
- c. After the expansion finger joint is installed, the Contractor will be required to pour some length of concrete bridge railing and median barrier remaining on the main cable stayed span near the expansion joint. This gap will be left by the Main Span Contractor to enable the Approach Span Contractor to have enough room to install the expansion joint. Details are included in the contract plans.
- d. All Intermediate Bents have a required closure pour portion in the center of the cap. There is a required waiting period as well as concrete strength requirements before the closure pour can be made. Details are included in the contract plans.
- e. There will be roadway lighting (poles, fixtures, wiring, etc.) on the bridge spans. The power will come from the Main Cable Stayed Span in conduit in the railing near Pier 39. Conduit, wiring and pull boxes will be required inside the railing on this contract. These details are in the contract plans.
- f. We have available to you today, copies of CD's which contain the following geotechnical information:
 - i. Geotechnical Investigation (Final Report) Phase B – U.S. 82 Over Mississippi River, Volumes 1 and 2.
 - ii. Supplemental Geotechnical Investigation Report – Drilled Shaft Load Test Program, Approach Spans For U.S.82 Over Mississippi River, Volumes 1 and 2.

All of this information is contained on 1 CD. We urge each prospective bidder to take one copy.

- g. The plans include details of optional splices in the steel girders. These optional splices were added for constructability as well as for handling during fabrication and shipping purposes. Please note that if you choose to utilize the optional splices, there may be different structural steel grades and plate thicknesses, so review the plans closely. The estimated quantity amounts are shown as if no optional splices are used. Payment will be based on the plate sizes approved and shown on the shop drawings.

- h. The plans include a table of allowable “English” size substitutions for structural steel plate. If you choose to substitute one of these plate sizes, the table lists the dimensions which should be shown on the shop drawings. Payment will be based on the plate sizes approved and shown on the shop drawings.
- i. I would like to bring to your attention a note on Sheet No. 468 (Drilled Shaft Notes, next to the last paragraph, marked with revision no. 1). The first sentence of this note is not precisely correct. The first sentence should read “The elevation shown on sheet no. 9 for the bottom of the footings on bents 62, 63, 64 and 65 is 33.750.” As stated in the rest of the note, it is intended for that elevation to be 0.125 meters above the normal water surface elevation of the Cottonwood Chute Lake. The Contractor is required to submit his recommended elevation for the bottom of the footings of those bents to the Bridge Engineer prior to submitting Bar Lists and drilled shaft construction.
- j. Another slight error on sheet 468 is in the sixth paragraph in the Drilled Shaft Notes and in the Note in the center portion of the page marked with revision no. 2. Both of these notes refer to sheets “140A and 140B”. The correct reference is sheets “140.1 and 140.2”. These two errors and the one I just talked about concerning the bottom of footing elevation will be corrected and revisions sent out to everyone that purchased a set of plans.
- k. I would like to bring to your attention a note on Sheet No. 468 (Drilled Shaft Notes, last paragraph) which states that all spoil from the drilled shafts and footings shall be removed and disposed off the MDOT right-of-way and shall not be placed between the levees of the Mississippi River.
- l. I would also like to bring your attention to the lengthy Structural Steel Notes on Sheets No. 552 and 574 as well as the Notes and Details on Bolts on Sheets No. 549 and 571.
- m. I would like to bring to your attention the requirements concerning the deflections for both Prestressed Concrete Beam and Steel Girder spans described in the Notes on Sheets No. 527, 550, and 572.

These are the things that were a little bit different from the way MDOT normally does bridge plans. Do you have any questions?

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

Payment for the optional steel splices will be made under the Structural Steel pay item. The final pay weight for the Structural Steel will be calculated from the Approved Shop Drawings. The Structural Steel Quantity has been revised in the contract plans to reflect the use of Optional Steel Splices.

Hill Bros.

On the spoil being removed from off of the right-of-way, the spoil is used in the surcharge part of that is used in the surcharge for the maintenance as designated in the plans.

Spoil from the drill shafts in the surcharge that you put on the embankment that spoil is in the quantity for that.

Brad Lewis - MDOT

I don't believe it was intended to be.

Some of the spoil is used within the surcharge?

MDOT

Is that somewhere in the plans that showed that?

Hill Bros.

In the quantities.

MDOT

In the quantities?

John Sones - Neel-Schaffer

I'll have to check that.

MDOT

I don't think that was intended there at all. All the spoil that was generated from the drill shafts and the footings were intended to be disposed of by the contractor off site and outside. Off site, off right of way, and outside of the levee system.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The surcharge on the Approach Roadway Slopes is included in the Quantity for Borrow Excavation. Any excess removed after settlement will be paid for as Excess Excavation under Pay Item No. 203-G.

Hills Bros.

There's a note in the plans to that effect.

Another question on that same sheet no. 468, it's about the ninth paragraph down, it talks about the final tip elevations for the production shafts and it says that the finished ground line elevation at each production shaft be resubmitted for that. That note was confusing to me and I'd like clarification.

Keith Carr – MDOT

That was a hold over note from when I think that it was a shaft going under a column. It may need to be adjusted a little bit.

Hill Bros.

Those elevations are already set on this job.

Keith Carr - MDOT

Yes, the footing elevations are set.

Hill Bros.

That note is not applicable is what I mean.

MDOT

No. We'll look into that note, it may need to be changed or removed.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

Sheet No. 468 of the contract plans has been revised to remove that note.

APAC

I've got a question. You were talking about the concrete for drill shafts calls 25 mpa in the plans. Why is it 30 mpa in the Special Provisions? I would appreciate clarification on that point. Also, if we use the super plastisizer for concrete and the caps, do we still have to wait the three days to pour the closures or if we make the strength?

Mitch Carr - MDOT

Yes, the closure pour is going to be required regardless of whether you make the strength or not.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The contract plans were revised to reflect a 30 mpa concrete strength requirement.

APAC Removal of the casing, while they're pouring concrete over or do you have to twist it out?

Sean Ferguson - MDOT Removal of the casing, you can vibrate the casing out during pouring. Yes.

And the other question on the concrete strength, it should be 4,000 psi. I don't know what that is, mpa.

APAC I had a question for the Cottonwood Chute. For the temporary structure for the Cofferdam, are we allowed to fill inside the cofferdam for the bottom our footings?

Brad Lewis - MDOT As far as I know, there's no fill in Cottonwood Chute, period. Either inside cofferdam or outside of it.

AFCO Steel Mitch, I didn't listen quite fast enough. Got a bad habit that way. I think you said payments for structural steel will be for weights in the shop drawings. So, if we choose this option, it will add additional splice plates, we will be paid for those additional splice plates?

Mitch Carr - MDOT That is correct.

AFCO Steel Also you said the optional splices may require different grades of steel. What should I be looking for there? Do you use the more grade 70 or?

Mitch Carr - MDOT Actually, I think it decreases from 70 to 50 or 36.

John Sones - Neel-Schaffer It's detailed on the plans.

Mitch Carr - MDOT Any other questions?

Hill Bros. I can't write as fast as you read. May I have a copy of your notes?

Mitch Carr - MDOT Yes, it'll be published with the meeting minutes.

APAC I've got one more question. Is there supposed to be Mass Concrete in the Special Provisions. Or is the footing regular concrete?

Brad Lewis - MDOT Would you repeat that? I didn't.

APAC Mass Concrete for the footing?

Keith Carr - MDOT I don't recall having one for the footings of this size before. We'll look into that. We'll look at that and see if it needs to be.

APAC Okay.

Mitch Carr - MDOT We'll check into that and answer your question.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

There is no Mass Concrete provision in this contract.

Massman-Traylor In looking at the class AA concrete our takeoffs show that the quantity pickups are about 2500 cubic meters more than the bid item. I think you said you're coming out with an addendum, I didn't know if you found that or we've had that verified with our venture partner.

MDOT We'll check that, Okay

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The AA Bridge Concrete Quantity has been adjusted upward by 2,470 cubic meters. See

the revised Estimated Quantity Sheet in the contract plans.

Massman-Traylor

I've got a couple of other questions; I just need some help on. The bid item which is line item no. 940 for a load test on the pre-cast module and it's set at \$5,000. Is this the bid of quantity 1 each at \$5,000?

I guess my question is if we put enough money in the estimate to perform the load test which will actually be significantly more than \$5,000 based on the requirements for the reaction frame and the testing itself, will you do more than one test or how do we handle that if you choose to do two tests? Do you follow where I'm going?

MDOT

It's basically put in there as a contingency if we need it. We normally don't run a pile load test. In this case since we put the \$5,000 in there, we're basically saying if we have to run into the case where we need to use it, we normally do it so that everybody bids the same amount just to normalize the bid basically. Ah, if it's going to cost you a whole lot more than that then bid accordingly.

Prospective Bidder

Bid accordingly?

Massman-Traylor

What was that, bid accordingly?

Prospective Bidder

The point is that you require four and there 24.

Sean Ferguson - MDOT

It is anticipated that no more than one would be required.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The Contractor will be paid \$5,000 per load test in the event any are required

Massman-Traylor

I guess the next question I had follows in line with this, four PDA piles that we have to install and they're in poured footings and they're basically, they say they ought to be driven as permanent pile and they're going to be in the position of one of the production piles. Yet, the quantity for the production piles in the bid item list includes the shorter production pile length. So, actually I think that the quantities for the two types of piling will actually be less because as I understand it the PDA pile will be paid for on a per each basis complete in place which would include the cost of the pile. That's my interpretation; I need some help on it.

Keith Carr - MDOT

I think that's right isn't it Sean? They are per each, so Yes that number should be taken out of that.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The pay item for piling has been corrected in the contract plans.

Massman-Traylor

I have a couple more questions. What is your budget? Can you share that with us?

Brad Lewis - MDOT

NO!

There's a range that will be put out. Have we done that? Do you remember?

B.B. House - MDOT

Seventy to Eighty million is the projected range.

Massman-Traylor

One other question to do with the temporary casings that you have for the drill shafts, for the bigger shafts you have a bid item quantity of 75 meters for the 1650 millimeter diameter and then 250 meters for the smaller shafts, 48 inch. And then some places in the notes on the drawings it said that permanent casings can be used if approved by the engineer. What I'm trying to ask is that I don't know how this 75 meters and 250 meters

came about; but, how do you pay for that, I was a little confused as to how you pay for the utilization on temporary casing. If we find out that 75 meters of the big can is not enough and we have to buy more, how does that work on the temporary casing issue? Do you pay, every time I drive one and extract one, do you pay so many meters?

MDOT That’s right, that number may be low. You’re going to get paid for what you put in and remove.

Massman-Traylor Each time?

MDOT Each time, so it’ll be adjusted up. Now, on the permanent and temporary issues unless we specifically call for permanent casing to be left in place that would be in the plans. If you get out there on the operation and decide that you have to leave it or want to leave it or it’s stuck, we’re going to pay you for the temporary price that you bid, we’re not going to pay a permanent casing price.

Massman-Traylor In other words I would have to remove it to the limits that you show on the drawings, correct?

MDOT Yes.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The pay item quantities for Temporary Casings have been revised in the contract plans.

Massman-Traylor There are certain limits so then we can’t leave it exposed. Alright.

I guess, I just have more question, it has to do with Cottonwood Chute, you say that we have to have a temporary structure?

Brad Lewis - MDOT On Cottonwood Chute, MDOT right-of-way, you’re going to have to put a temporary structure in there, you can go and work out with adjacent property owners and go around it if you choose.

Massman-Traylor Could that be floating?

MDOT Yes.

Kevin Magee - MDOT We would need the same access as if, you all got access though somebody, else. Part of the deal is that the state would need the same access.

APAC You just said temporary in Cottonwood had to be floating?

MDOT NO!!!

Mitch Carr - MDOT If you do put a temporary structure in Cottonwood Chute, it’s going to have to come out. And be removed in its entirety. Pilings cut off, one foot below the mud line.

Any other questions?

Prospective Bidder Fill materials, B9 materials, and most of what’s available over there is B13 is just going to be a few silt that’s over. Is there an opportunity to go to a B13? I think that it would save MDOT some money. It’s just from the availability of the material where it’s pretty scarce.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The Borrow Material has been changed to B13.

Brad Lewis – MDOT Does anyone want to make any comments?

Massman-Traylor Had another question. It had to do with structural steel. You said earlier that if you go with the option to use the optional splices that you would pay for the splice plates? Now at that weight is 700,000 kilograms is in excess of the bid item quantity.

Mitch Carr – MDOT We will pay the weight on the shop drawings if you choose to do the optional splice plates. We will pay the weight of the steel as shown on the shop drawings.

Massman-Traylor Yet, the bid item quantity that you have set now is based on not using as the optional splicing.

Mitch Carr – MDOT That’s correct.

Massman-Traylor So fabricator bids would be optional splices. But has to include in a smaller total of structural steel or what ever the bid item is. He’s putting more money into the bid item.

AFCO Steel Bill, that’s why we’re getting paid more. Just leave him alone. (laughter)

Mitch Carr – MDOT We will use the unit price that you bid when we figure the weight that based on those additional plates.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

As clarified earlier, payment for the optional steel splices will be made under the Structural Steel pay item. The final pay weight for the Structural Steel will be calculated from the Approved Shop Drawings. The Structural Steel Quantity has been revised in the contract plans to reflect the use of Optional Steel Splices.

Hill Bros. On Plan Sheets 40-44, it shows that the pavement marking of the main facility, temporary connector and the access road is future project. For information only, how is the contractor going to remove the detour road and shift the traffic at these roads without markings?

Kevin Magee -MDOT It won’t be. There will be no traffic shifted on this job.

Hill Bros. Then why can’t you build the access road first and use it for the traffic and eliminate the detour road?

Kevin Magee - MDOT You’re talking about that extra little loop around? You know what I’m talking about? At the bottom of the levee.

You’re not talking about that local road that you’re having to relocate?

Hill Bros. I’m talking about the very end of the project you coming in doing that, you have to build a detour road and then it shows you coming in building another loop. I don’t see why you need to build both of them.

John Sones – Neel-Schaffer That’s a provision made for that additional striping project. That’s what he’s talking about.

Hill Bros. Well we’re also building two roads there, too. You’re building a temporary connection then you’re building the connector. Why don’t you just do one of them and be through with it?

Kevin Magee -MDOT Like I said there’s not intended to be traffic moved on this job. Part of the intent of this contract is to build the facilities we’re going to need. When it comes time to do the traffic

shifting and that kind of stuff we will let another contract.

Hill Bros.

So you're saying this might not be built.

Kevin Magee -MDOT

Well, yes, we're probably going to build it but we're not going to use it (on this project).

Walter Lyons - MDOT

We're trying to cover all the bases on that because we're building Arkansas approach pretty soon, too.

Hill Bros.

But, you're building an access road which is a detour road, I mean you're building a detour road and then you're building an access road. Why can't you just go ahead and build the access road and be done with it?

Kevin Magee -MDOT

We can look at this, there's a lot of different permutations on how this thing can happen and how the traffic, ah.

Hill Bros.

But, if you do both of them, you've got to have some type of traffic control – I mean some markings on it.

Kevin Magee -MDOT

Markings on the pavement itself?

Hill Bros.

Yes.

Kevin Magee -MDOT

We're not planning on putting traffic anywhere but where traffic is right now. Ever – not on this job. We're planning on building facilities we're going to need in the future to turn traffic.

MDOT

That will be part of the Greenville by-pass project.

Kevin Magee -MDOT

That would be the project that is let after this project to do the striping, traffic control, that kind of stuff.

Hill Bros.

I would like to know why you're building a detour and you're building a connector. That detour has got to come out. And it's shown on sheet 40 - 44.

Kevin Magee -MDOT

We'll grab a set of plans and look at that. And anybody else that's interested in looking at that. Like I said, there are a lot of different permutations about how this thing can happen and what jobs can finish when and how traffic will be turned, there's also another wild card thrown in about the Greenville by-pass. It's possible that we could start another major project in this area that could impact this. And I think what we did was put in every possible combination of what could happen and some things could possibly be left out. We may not try to build everything that's in the plans, but we wanted everything in the plans in case we needed it.

Subsequent to the Pre-Bid Meeting the following issue has been clarified:

The Contractor should bid the project as shown in the contract plans.

Hill Bros.

One more question – Special Provision #907 – 107- 7M Liability Insurance. It talks about railroad protective liability insurance. And I don't know why.... It wouldn't be applicable for this project.

MDOT

No, there are no railroads on this project. It's standard boiler plate.

Mitch Carr – MDOT

Question in the back.

APAC

It calls for a DBE pre-bid meeting for the day before the bid date. It seems the day before

that is President's Day so that's probably a state holiday

B. B. House – MDOT

We are planning to have that meeting on that day. So we'll be here.

As long as I'm up – we have 60 copies of the sign in sheets here to pick-up. If we run out, we can make some more. Just to reiterate what Brad said about the opening day. With the legislature in session, parking is a problem. I don't know how many of you backed up at the guard desk coming in, but we may have a metal detector in place by the bid date, so that will be an even longer wait. But to accommodate that, we will have a contract administration staff member at the desk to accept the bid, if you can't get in here by 10:00. At 10:00 at the desk, we will accept the bid. If there's a line, we'll go down the line. We want to get all the bids we can, but we can't let the parking or the admission to the building issues affect us.

So, we're going to accommodate you – but, be in line at 10:00, if you can't be in here.

Brad Lewis – MDOT

Kevin Magee, do you want to say anything?

Kevin Magee - MDOT

I was just going to say that if anybody has got any questions about river levels and that kinda stuff, just come and talk to me. I've got pictures and I've waded around in the mud out there and I know just about when this would become a problem. Remember also, that we have Peter Nimrod here with the Levee Board and we're going to be working with him. If you've got any questions take advantage of this opportunity. You're going to be seeing a lot of us throughout the project. That's really about all that I had. And we're going to look at a few details that are on the plans up here afterwards and we're just going to spread out here if you all have got any questions that I can hopefully direct to somebody else. If somebody wants to see the jobsite, right now might not be a real good time for you to see it. I'm not trying to scare anybody but I do want everybody to know what they are looking at. We're coming off of a high water. I'm not even sure of what the condition is right now. But, I guarantee that you can't drive back there right now. I looked at it Friday and there's no way to drive back there. If you would like to come at anytime, give me a shout. I can arrange for you to take a look at things. Like I said you may want to look at things now. You can't do anything but just ride by and look at the levee. But you may want to take a look at that. That's all that I have.

APAC

May I ask a question? Who's going to pay for the permit? The levee permit?

Peter Nimrod – Levee Board

We don't charge a fee for the permit.

Hill Brothers

It's a little bit of cost in those borrow permits for the Corps of Engineers.

Brad Lewis – MDOT

The borrow pit permit would be your expense. It's how it always is as far as that.

Kevin Magee - MDOT

Like I said that only difference now is that you need to look at the location of your borrow pit in proximity to the river and to the levee. Like I said, Peter has got some say and has got some input on that. And what is it a half mile?

Peter Nimrod – Levee Board

About 2,500 feet or half mile, right.

Kevin Magee - MDOT

Yes so outside of that Peter is not worried about it. But if what you're looking at falls in that you need to make sure and talk to Peter about it.

Walter Lyons - MDOT

I know that it's complicated enough but for those who don't know a casino developer has contacted us and he has bought up all of the property between our right of ways. The old 82 and the new 82 and also back on the land side of it, too. But any how they are going to

build a casino there. Bali High. I just wanted to let you all be aware of this.

Brad Lewis - MDOT

Any other questions. That's it and I thank you all for coming.

The following questions were submitted subsequent to the Pre-Bid Meeting:

1. Q: The contract plans state that the Contractor may not use stay-in-place forms. However, Arkansas does allow the use of stay-in-place forms. Can stay-in-place forms be used for the Arkansas portion of this project?

A: Stay-in-place forms are not allowed for use on this project.

2. Q: Could a pay item be added for the temporary haul road and temporary structure at Cottonwood Chute?

A: No separate payment will be made for the temporary haul road or temporary structure.

MISSISSIPPI LEVEE BOARD REQUIREMENTS

New Hwy 82 Bridge - Mississippi Approach

Pre-Bid Meeting - MDOT - Jackson, MS

February 7, 2005

1. MDOT Contractor must build cross-fence along South MDOT r.o.w. and connect to existing landside & riverside fences. Cross fence specifications:
 - a. 6' tall Steel t-posts spaced 8' apart,
 - b. 6"x6" 4' tall hog wire fencing material,
 - c. 1 strand of barbed wire on top,
 - d. Levee Board will install cattle gap on top of Levee along South MDOT r.o.w.
2. MDOT Contractor to maintain grass within new bridge MDOT r.o.w. & Levee Board r.o.w. Must cut at least once a month during the growing season and not allow grass to get over 12" tall.
3. MDOT will maintain grass within Levee Board r.o.w. between north MDOT r.o.w. and the Bali Hai Casino development. Must cut at least once a month during the growing season and not allow grass to get over 12" tall.
4. No construction traffic on Levee Maintenance Road on top of levee at any time.
5. Contractor may elect to build a Temporary Haul Road up and over to levee to access the site. This ramp will allow the contractor to move all equipment, supplies, etc. from the landside to the riverside and vice versa. Temporary Haul Road specifications:
 - a. 3' minimum fill over existing levee,
 - b. 6" minimum crushed limestone surface,
 - c. Side slope to be a minimum of 1:20 to tie into existing Levee Maintenance Road. Surface to be 6" crushed limestone,
 - d. Side slopes shall be seeded with Bermuda turf,
 - e. Typical ramp crossing attached (*see attached Exhibit 1*)
 - f. The new ramp must be built in a timely fashion as to not impede Levee Board crews and authorized people from traveling the top of the levee,
 - g. Submit (3) copies of Temporary Haul Road plan to Levee Board for approval & Permit for Facilities on Levee Board r.o.w. (*see attached Exhibit 2*)
6. If MDOT Contractor must temporarily block Levee Maintenance Road on top of levee, prior permission from the Levee Board must be obtained.
7. No borrow within Levee Board r.o.w. (*see attached Exhibit 3*)
8. No borrow within 2,500' of the centerline of the levee without Levee Board approval.
9. No stockpiling material within Levee Board r.o.w.
10. Utility crossings will be issued under a separate permit: electrical, pipeline, etc. Typical pipeline crossing detail available. Aerial utility crossings (*see attached Exhibit 4*):
 - a. one pole at top of levee 5' from the landside edge of gravel,
 - b. one riverside pole a minimum of 10' from toe of levee structure,
 - c. one landside pole a minimum of 40' from toe of levee structure.
 Submit (3) copies of utility crossing plan to Levee Board for approval & Permit for Facilities on Levee Board r.o.w.
11. Levee Board reserves the right to shut down any subsurface landside activities once the Mississippi River gets to flood stage (Greenville gage 48 or higher).

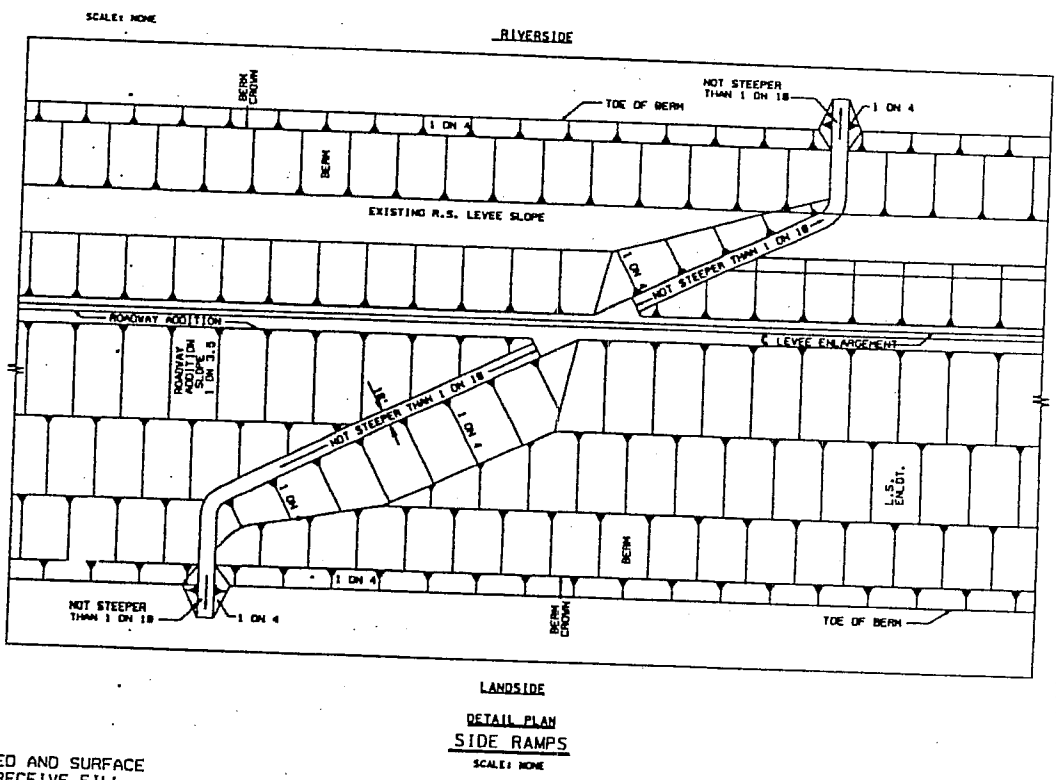
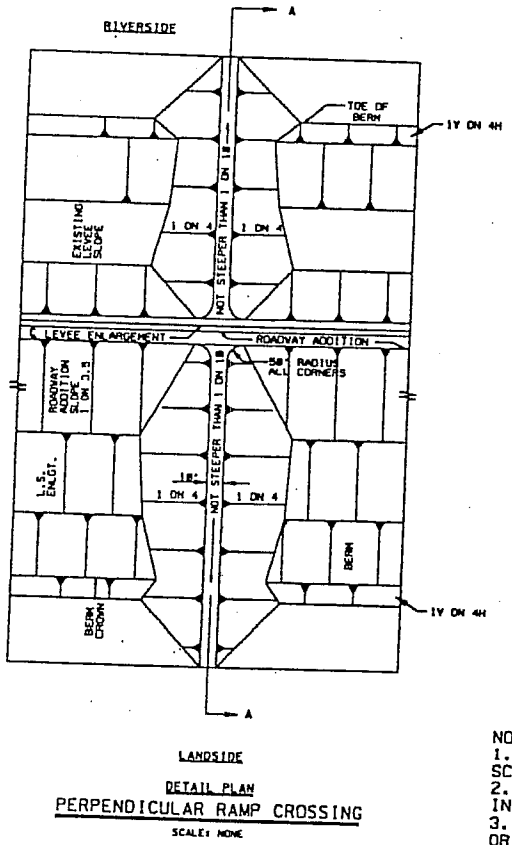
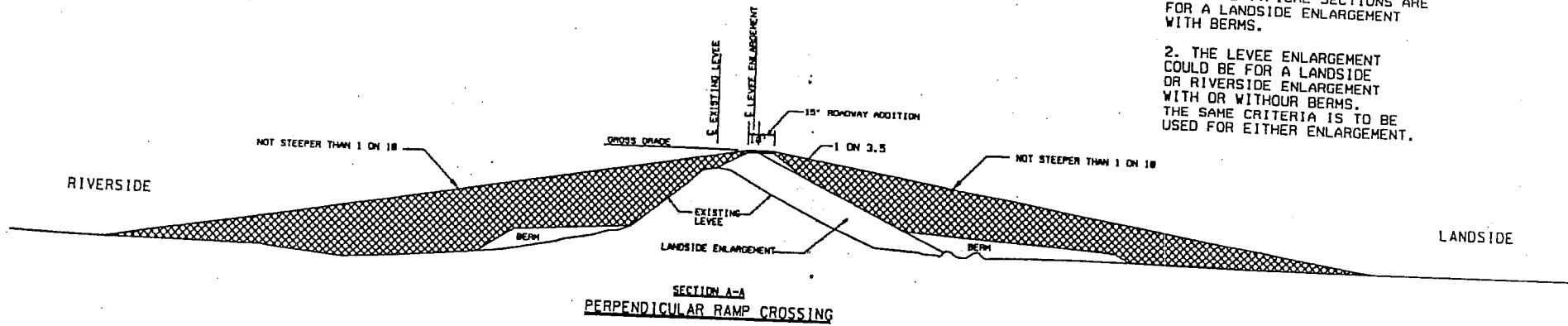
You can contact the MS Levee Board by phone (662)334-4813 or fax (662)378-9592.

Our mailing address is:

Mississippi Levee Board
Attn: Peter Nimrod, Chief Engineer
P.O. Box 637
Greenville, MS 38702-0637

NOTE:
 1. THESE TYPICAL SECTIONS ARE FOR A LANDSIDE ENLARGEMENT WITH BERMS.

2. THE LEVEE ENLARGEMENT COULD BE FOR A LANDSIDE OR RIVERSIDE ENLARGEMENT WITH OR WITHOUT BERMS. THE SAME CRITERIA IS TO BE USED FOR EITHER ENLARGEMENT.



NOTE:
 1. SOO SHALL BE REMOVED AND SURFACE SCARIFIED IN AREA TO RECEIVE FILL.
 2. MATERIAL FOR FILL SHALL BE SIMILAR IN KIND TO THAT USED IN LEVEE.
 3. FINISHED SLOPES SHALL BE SEEDED OR SODDED TO ESTABLISH AN EXCEPTABLE COVERAGE.
 4. ROADWAY SURFACE SHALL RECEIVE SAND-CLAY GRAVEL, SIX (6) INCHES THICK.

DR 1130-2-303
 Change 1
 5 Apr 93
 C-1

U.S. ARMY ENGINEER DISTRICT, VICKSBURG
 CORPS OF ENGINEERS
 VICKSBURG, MISSISSIPPI
 RAMP CROSSING DETAILS

EXHIBIT 1
 -24-
 Notice to Bidders No.990M -- Cont'd

PERMIT FOR CONSTRUCTION AND MAINTENANCE OF FACILITIES ON LEVEE BOARD RIGHT OF WAY

WHEREAS, MDOT Contractor for MS Approach for new Hwy 82 Mississippi River Bridge, Address Unknown Greenville, Mississippi

hereinafter called Licensee, has applied to the Board of Mississippi Levee Commissioners, herein called the Board, for permission to use a part of the Levee Board's right of way in Section 7 Township 19 North, Range 9 West in the County of Washington opposite station 4435 of the Mainline Mississippi River Levee, such portion of the right of way being further described and referred to as:

the construction of a ramp crossing the East Mainline Mississippi River Levee at station 4435 for construction of the MS Approach for the new Hwy 82 Mississippi River Bridge in Greenville, MS.

WHEREAS, (1) Licensee has filed with the Chief Engineer of the Board plans defining the character and nature of the construction on, and use of the right of way, proposed to be made by him; or (2) The structure and improvements licensed hereunder have been completed and have been examined and approved by the Board's Chief Engineer; and

WHEREAS, Licensee has represented that he is either the owner of the reversionary rights on said portion of the Board's right of way or has secured the approval of the owner of the reversion; and

WHEREAS, this matter has been considered by the Board of Mississippi Levee Commissioners and its Chief Engineer, and the Board has authorized this issuance of this permit;

Now, Therefore, Witnesseth:

Permission is hereby granted the Licensee to construct and to maintain on the above right of way location the facilities and other improvements described in said application and plans.

This license and permit is granted upon the following conditions and shall be effective only so long as Licensee shall faithfully observe and perform the following conditions, to-wit:

1. In the event this permit relates to facilities or improvements not heretofore constructed, Licensee shall erect, construct, and maintain the same in accordance with the above mentioned plans and specifications which have been approved by the Chief Engineer of this Board. Such construction and maintenance shall be at all times under the direction and supervision of the Chief Engineer of this Board. The plans and specifications approved by the Chief Engineer may not be altered or changed by Licensee without the preceding consent of this Board or its Chief Engineer. In the event this permit relates to facilities, or other improvements heretofore constructed, the further use and maintenance of the same shall at all times be under the direction and supervision of the Chief Engineer of this Board and the same shall not be altered or changed by the Licensee without the preceding consent of this Board or its Chief Engineer.

2. No excavation or removal of any material or destruction or removal of timber and growth from this Board's right of way shall take place without prior notification to and approval of the Chief Engineer of the Board.

3. In accepting this license and permit Licensee recognizes that the Board of Mississippi Levee Commissioners is charged with the duty and responsibility of maintenance and repair of the main line Mississippi River Levee and the protection of the lives and property within the levee district from floods and further recognizes that the Levee Board may from time to time need to make use of its right of way and the materials contained therein, in order properly to perform its flood control functions. Accordingly, Licensee by the acceptance of this permit agrees that it may at any time become necessary, because of danger to the levee structure or for other flood control necessity, to relocate or remove licensee's facilities or improvements for which permissions is granted hereunder. Therefore, Licensee in the acceptance of this permit agrees that on request in writing therefore by the Chief Engineer of the Board of Mississippi Levee Commissioners, or on request of the United States Corps of Engineers to the same effect, Licensee will promptly move or remove said improvements from said right of way at his own expense. Upon failure of Licensee to do so the Board through its agents may do so. In the event the Board or the United States Corps of Engineers determines that an emergency exists, requiring the immediate removal of any part or all of such facilities, this Board or its Chief Engineer may without notice to Licensee cause the said improvements to be relocated or removed from said right of way immediately at the expense of Licensee.

It is understood that such request, as above specified, for relocating or removing the said improvements or such action by the Levee Board or its Chief Engineer without notice shall be only for sound engineering reasons, but it is further understood and agreed that the determination of such soundness by the Chief Engineer, in the event of action or request made by him, or by the Corps of Engineers in the event of action or request made by them, shall be conclusive. Licensee recognizes by the acceptance of this permit that he has no claim for damages to or compensation for any property owned by him and placed on the Board's right of way, which may be damaged by enlargement, construction, strengthening or realignment of the levee or damaged or destroyed as a result of any alteration or moving or removing of the same.

4. Licensee by the acceptance of this license and permit agrees to pay to the Board of Mississippi Levee Commissioners such additional cost and expense as may hereafter arise or occur in connection with the raising, enlarging, repairing, setting back or realignment of the levee or in the protection of the levee adjacent thereto, where such additional cost and expense of such flood control functions is, in the opinion of the Chief Engineer of this Board, attributable to the maintenance of the Licensee's facilities on the Board's right of way. The amount or amounts of such additional cost shall be determined from the records of the Board of Mississippi Levee Commissioners in connection with such expenditure and shall on demand of the Levee Board be paid by Licensee.

5. SPECIALS PROVISIONS:

- A. Attached drawing is made a part of this permit.
B. No trees will be cut on Levee Board right-of-way without specific approval of the Chief Engineer of the Miss. Levee Board or his agent.
C. Note that all facilities for this installation located on Levee Board right-of-way are covered by the terms of this permit.
D. Use access ramps to get on and off levee at all times.
E. No work allowed while levee and berm are wet.
F. Licensee will notify Levee Board prior to start of construction to allow inspection and supervision as needed.
G. The Levee Board reserves the right to close this entrance during a highwater emergency if Chief Engineer determines that continued use will present a threat to the integrity of the levee.
H. Licensee hereby further agrees to indemnify and hold harmless the Board of Mississippi Levee Commissioners, its agents, employees, and officers from any and all claims, including costs, expenses and attorney's fees, which may arise from Licensee's exercise of the rights granted in this Permit or activities performed by Licensee, its agents, employees or representatives.

6. The Board of Mississippi Levee Commissioners does not undertake to warrant title to such premises or convey any rights belonging to reversionary owners, if any.

7. Failure to perform any stipulation or condition imposed hereby shall be sufficient to justify revocation of this permit by this Board.

8. This permit shall be effective only when accepted in writing by the Licensee and executed by the Chief Engineer of the Board and delivered to the Secretary of the Board.

By its signature and acceptance of this permit the Licensee agrees to perform all the covenants contained above, this the ___ day of ___, 2004.

BOARD OF MISSISSIPPI LEVEE COMMISSIONERS

MDOT CONTRACTOR

BY: Peter Nimrod, Chief Engineer

BY: _____

EX. HWY. 82 BRIDGE

**MS LEVEE BOARD
LANDSIDE R.O.W.
280' FROM
CENTERLINE
OF LEVEE**

NEW HWY. 82 BRIDGE

**MS LEVEE BOARD
RIVERSIDE R.O.W.
1250' FROM
CENTERLINE
OF LEVEE**

**CENTERLINE
MAINLINE
MS RIVER
LEVEE**



SCALE 1' = [Symbol]
SCALE 1" ~ 450'

EASEMENT FEE

4430+00

4440+00

4450+00

8-8-B

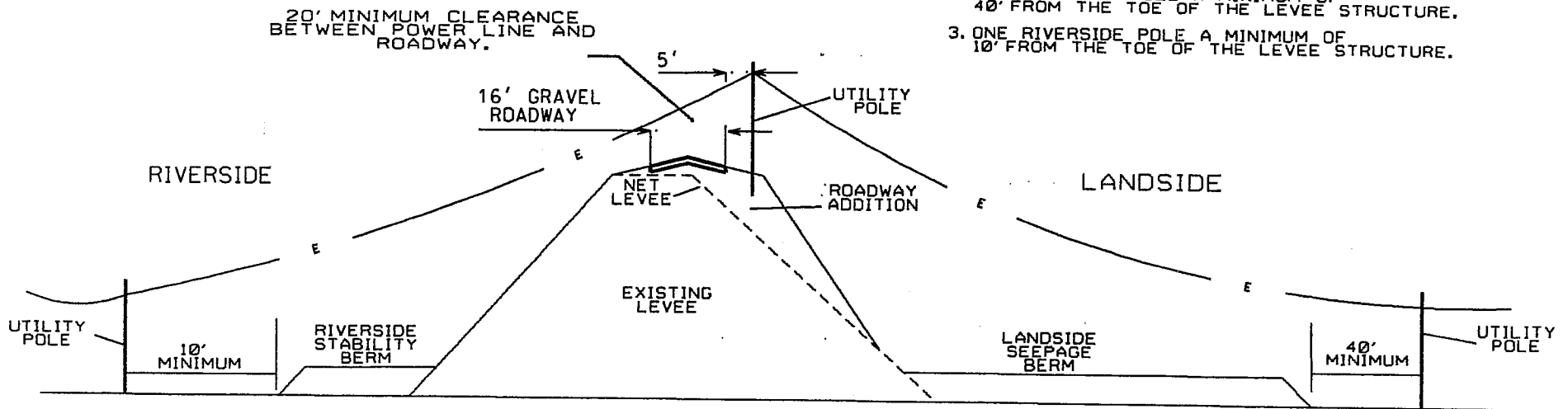
EASEMENT

8-A

TYPICAL AERIAL UTILITY CROSSING
MISSISSIPPI LEVEE BOARD

AERIAL UTILITY CROSSING SPECIFICATIONS

1. ONE POLE AT TOP OF LEVEE 5' FROM THE LANDSIDE EDGE OF GRAVEL.
2. ONE LANDSIDE POLE A MINIMUM OF 40' FROM THE TOE OF THE LEVEE STRUCTURE.
3. ONE RIVERSIDE POLE A MINIMUM OF 10' FROM THE TOE OF THE LEVEE STRUCTURE.





Mississippi Department of Transportation

Pre-Bid Conference

Sign-In Sheet

Project No. BRDP-9205-00(004) / 100332 -- Washington County

February 7, 2005

↓ Check box by the name the company selects to receive mailouts relative to this meeting. Check one name per company only.

Name	Company	Phone Number	Fax Number	e-mail address
Mike Kaldor	McKinney Dilling Co	901-363-942	901-795-3880	mkaldor@McKinneyDilling.com
Craig Sensing	APAC MISS INC	662-251-6411	662-332-4407	
Dennis A. Rodgers	APAC MISS INC	662-372-8481	662-332-4407	Dennis.Rodgers@Ashland.com
David Turner	"	"	"	
BILL PRADERIO	MASSMAN-TRAYLOR	816-523-1000	816-333-2109	wpraderio@Massman.net
DENNIS BRASFIELD	MASSMAN/TRAYLOR ASN	870-265-9900	870-265-9917	dbrasfield@Massman.NET
STEVE ABBOTT	GERDA AMERISTEEL	265-546-5472	265-637-8595	Sabbott@GERDAAMERISTEEL.COM
DAVID TREVIANIAN	Key LLC	601-898-9892	601-898-9896	TREVIANIAN@KeyCompanyNY
Gus Beck	A.A. Beck Foundation Co. Inc.	210-342-5261	210-342-4965	gus@ahbeck.com
Mike Kaldor	McKinney Dilling	901-363-9421	901-795-3880	
R. Kirk Randolph	APAC-Mississippi, Inc.	770-392-5937	601-376-4099	krandolph@ashland.com
Hamid Gharachamani	APAC-Mississippi, Inc.	770-392-5932	770-392-5377	hgharachamani@ashland.com
Deane Wallace	AFCO Steel	501-868-6202	501-868-6321	dwallace@afcosteel.com
Michael Bogue	APAC-MIS	662-328-6555	662-327-2529	mwbogue@ashland.com
ALTEL LYONS	MDOT	662-746-2513	746-9344	al Lyons @ MDOT. STATE.MS.US
BRAD LEWIS	MDOT	359-7301		
Jimmy SEAY	Burns Conley Dennis	856-2332		



Mississippi Department of Transportation

Pre-Bid Conference

Sign-In Sheet

Project No. BRDP-9205-00(004) / 100332 -- Washington County

February 7, 2005

↓ Check box by the name the company selects to receive mailouts relative to this meeting. Check one name per company only.

Name	<input checked="" type="checkbox"/>	Company	Phone Number	Fax Number	e-mail address
Neal Howard		McKinney Drilling Co	512-312-1525	512-312-1618	
Mike Pepper		MMC Materials, Inc.	601-898-4023	601-898-4030	mpepper@mmcmaterials.com
Glenn Craft		MMC Materials	662-378-7452	662-332-3988	gcraft@mmcmaterials.com
Johann Sides		MMC Materials	662-332-5407	662-332-3988	jsides@mmcmaterials.com
REBECCA ARMSTRONG		TREVICOS SOUTH	813 864-3176	813 864-3180	RARMSTRONG@TREVICOS.COM
Mike Canfield		HNTB Corp.	810-265-3128	810-265-2297	mcanfield@HNTB.com
B.B. House		MDOT-Contract Admin	601-359-7730		
PHYLIS TREVATHAN		TREMAC RESTEEL, INC	601-853-3123	601-853-3559	PTREVATHAN@aol.com



Mississippi Department of Transportation

Pre-Bid Conference

Sign-In Sheet

Project No. BRDP-9205-00(004) / 100332 - Washington County

February 7, 2005

↓ Check box by the name the company selects to receive mailouts relative to this meeting. Check one name per company only.

Name	✓	Company	Phone Number	Fax Number	e-mail address
John Sones		Neil-Schaff	948-3071		
PETER NIMROD		MS LEVEE BOARD	662-334-4813	662-378-9592	
ROBERT THOMPSON		MS LEVEE BOARD	✓	✓	
HAROLD WEIR	✓	ROBIEK CONST. CO.	817-277-4243	817-277-5083	RCCI@ROBIEK.NET
Sterling Akers	✓	Hill Brothers Const. & Engr. Co. Inc.	662-512-1235	662-837-3201	sterling@hbconst.com
Kenny Hill		"	662-837-3041	662-837-3201	
David Horton		"	"	"	
John Hill		"	"	"	
Gerald Hill		"	"	"	
GROGAN MALARF		malarf Pone7	662-455-6111	662-455-6118	G.MALARF@MALARF-CONSTRUCTION.COM
Gene Wingert		MME	662-561-6112	662-563-1350	
Bruce Moon		251-69-CST	251-779-9100	251-753-8715	Bruce@cuttingsystem.com
GENE Boyette		LOFLAND CO	972-938-9500	972-938-4119	
Rick TRATZ		"	"	"	
Gene Spitzer		Jensen Construction Co.	918-245-6691	918-241-9697	gspitzer@rasmussengroup.com
Jeff Rasmussen		"	"	"	
MAX J. WILLIAMS		GULF Coast Pre- Stress, Inc.	228-452-9486	-9495	M.Williams@gcpststress.com
RENFORD LOEHS		FERGUSON P/CO	662-455-7389	662-455-7389	
PAT BAILEY		VUCAN materials	901-409-1350	901-774-2352	BAILEY P @ VUCANMIL.COM
KEITH PURVIS		MDOT - RWD	601-359-7250	601-359-7063	KPURVIS@mdot.state.ms.us
RANDY KENNER		CONSTEELCO, INC	601-989-3136	601-989-0734	RK@CONSTEELCO.COM
Clark Carr		Knowles Material Co	601-948-3121	601-948-3123	
Mitch Carr		MDOT - Bridge	601-359-7200	601-359-7070	mcarr@mdot.state.ms.us
JEFF SCHMIDT		FTWA	601-965-4222	601-965-4223	jeffrey.schmidt@ftwa.idot.gov



Mississippi Department of Transportation

Pre-Bid Conference

Sign-in Sheet

Project No. BRDP-9205-00(004) / 100332 - Washington County

February 7, 2005

↓ Check box by the name the company selects to receive mailouts relative to this meeting. Check one name per company only.

Name	✓	Company	Phone Number	Fax Number	e-mail address
Robert N. Webster		FHWA	965-4233		robert.webster@fhwa.dot.gov
KEVIN MAGER	✓	MDOT			KMAGER@MDOT.STATE.MS.US
STEELE DAVIS	✓				SDAVIS@ "
Keith Carr		MDOT	359-7200	359-7070	Kcarr@mdot.state.ms.us
DICK WARD		FHWA	965-4787		
R.M. TAYLOR		AG	859-7600		rmtaylor@mdot.state.ms.us
Thomas Head		Carolina Steel	334-265-6702	334-265-6712	thead@carolinasteel.com
PAUL L LEONARDS		All Bros. Const. Co	662-837-2041	837-3201	Paul@HBLCONST.COM
Clay TRANTHAM		Prospect Steel CO	501-490-5142	501-490-2022	Clayt@lexconinc.com
DWAYNE BOYD		KPAC-Mississippi	601-376-4000	601-376-4099	DHBoyd@Ashland.com
MARK TURNER		MDOT			
NEAL DOUGHERTY		MDOT			

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 991M

CODE: (SP)

DATE: 02/14/2005

SUBJECT: Form W-9 Requirements

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Bidders are hereby advised that if you have not received payments directly from the State of Mississippi as a prime contractor for MDOT or as a vendor from another agency, you are required to submit a W-9 form with your completed bid proposal. The completed W -9 form will be used to assign a State Vendor ID number. Vendor ID' s are required for payment from the State and the assignment is not controlled by MDOT but by the Department of Finance and Administration.

If the above description applies to you, please complete the Form W-9 in the back of the proposal and return in the pocket of your bid proposal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-803-16M

CODE: (SP)

| DATE: 02/08/2005

SUBJECT: Drilled Shafts

| PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Section 803, Bearing Piles, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete subsection 803.03.18 and substitute:

907-803.03.18--Construction of Drilled Shafts.

907-803.03.18.1--Description. This work consists of furnishing all labor, materials, equipment and services necessary to perform all operations to complete the drilled shaft installations in accordance with these specifications and with the details and dimensions shown on the plans. Drilled shafts shall consist of reinforced or non-reinforced concrete with or without concrete bell footings.

907-803.03.18.2--Qualification of Contractor. The person(s) or firm directing the work described in this specification shall be knowledgeable of drilled shaft installation procedures and shall have installed drilled shafts of both diameter and length similar to those shown on the plans in accordance with the following minimum experience requirements:

1. A drilled shaft Contractor shall have a minimum of three (3) years of drilled shaft installation experience prior to the bid date for this project; or,
2. A Contractor without prior drilled shaft experience shall employ a superintendent with a minimum of fifteen years of drilled shaft experience prior to the bid date of this project.

A Contractor with limited drilled shaft installation experience may use a combination of the company's and its superintendent's experience, with each five years of experience of the superintendent counting as equivalent to one year's experience of the Contractor.

At the preconstruction conference, or no later than 45 days prior to beginning the work described in this specification, the Contractor shall furnish evidence of the following requirements:

- A) A signed statement from the superintendent responsible for the drilled shaft installation that the project site has been visited, and that all the subsurface information has been inspected. This information would include soil profiles or

Concrete trial shafts shall be cut off 600 millimeters below finish grade and left in place. The portions of the shafts cut off and removed shall remain the property of the Contractor. The disturbed areas at the sites of the trial shaft holes shall be restored as nearly as practical to their original condition.

907-803.03.18.5--Materials.

- A) Concrete Materials. Materials for concrete shall conform to the requirements of Subsection 804.02 of the Standard Specifications, with the exception that no superplasticizers will be allowed.

The minimum amount of cementitious material shall be 362 kilograms per cubic meter. No fly ash will be allowed in the cementitious material. The water to cement ratio shall be in the range of 0.40 to 0.45. Coarse aggregate shall be Size No. 67. Fine aggregate shall consist of natural sand only. Final blend of coarse aggregate and fine aggregate shall render a well-graded mix free of any gap grading. (Refer to Subsection 907-803.03.18.18 for trial batch requirements.)

- B) Reinforcing Steel. All reinforcing steel shall conform to the requirements of Section 711 of the Standard Specifications.

907-803.03.18.6--Construction Methods and Equipment.

A. Protection of Existing Structures. When the plans require drilled shaft excavations within close proximity to existing structures or utilities, the Contractor shall take all reasonable precautions to prevent damage to such structures. This shall include newly constructed shafts. If not otherwise provided for in the plans, the Contractor shall be solely responsible for evaluating the need for, design of, and providing all reasonable precautionary features to prevent damage. These measures shall include, but are not limited to, selecting construction methods and procedures that will prevent caving of the shaft excavation, and monitoring and controlling the vibrations from construction activities, including the driving of casings, driving of sheeting, or from blasting, when permitted. The use of a vibratory hammer to install casings within 10 meters of a newly constructed shaft will not be permitted unless the concrete in that shaft has attained a compressive strength of 20 MPa, as determined by cylinder tests. Based upon the Engineer's observations, this distance may be adjusted accordingly. During shaft construction, the Contractor shall take into account and make provisions for vibrations caused by other activities, such as adjacent traffic.

Such structures shall be monitored for settlement in an approved manner, recording elevations to the millimeter (0.001 meter). The number and location of monitoring points shall be as approved by the Engineer. Elevations shall be taken before construction begins, during the driving of any required casings, and during excavation or blasting as directed by the Engineer.

When shown on the plans, or as directed by the Engineer, the Contractor shall monitor and record vibration levels during the driving of casings, sheeting, or during blasting operations.

A reaction system, described below, is required for conducting the load test. The load test is a non-destructive test, and if the test shaft designated on the plans is a production shaft, it shall be left in a condition suitable for use as a production shaft in the finished structure.

B. Materials. The Contractor shall furnish all materials, personnel, and equipment as described below and as required by Applied Foundation Testing, Inc. as listed below:

1. 12 MN (1350 ton) Statnamic apparatus for axial tests including pressure chamber and cylinder, load, acceleration and deflection transducers, reaction mass carriage, reaction masses, mechanical catch mechanism and Statnamic fuel.
2. Shaft top plate, and follower assembly if needed, adequate to distribute the applied Statnamic test load to the shaft.
3. Statnamic load, acceleration and deflection signal conditioner and data acquisition system pertaining directly to the Statnamic device are also supplied. All required electronic equipment for the recording, processing and storage of the Statnamic test will be operated by Applied Foundation Testing, Inc.
4. Data acquisition system for strain gages.
5. Geotechnical Engineers experienced in the implementation of Statnamic testing to instrument the test shafts, assist with test setup, perform the testing, assist with disassembly of test apparatus, provide additional assistance as needed with pertinent Statnamic issues and provide a written report.
6. Final Report of Statnamic Load Testing no later than 30 days after all Statnamic load testing is completed and accepted by the Engineer. Field results of individual Statnamic load tests will be provided within 72 hours of completion of a test.

The Contractor shall supply any additional equipment and man power required to assemble, conduct, disassemble and move to next test site. This equipment includes, but is not limited to:

1. A crane or other lifting equipment capable of lifting the Statnamic components, operator and labor for unloading Statnamic trucks during mobilization and demobilization and for assembling and disassembling the Statnamic load test.

C. Preparation for Testing. The Contractor shall notify Applied Foundation Testing, Inc. of the requirement for a Statnamic load test at least 30 days in advance of each test. The Contractor shall perform site and shaft preparation. Without damaging the instrumentation or cables, cut and/or clean the surface of the test shaft down to design or test elevation. The top of the shaft shall be smooth and level. The area around the test shaft, on land, should be leveled and “firm under foot” within a 3-meter radius. The shaft top should be 300 mm above the leveled grade. Load testing shall not begin until the concrete has attained a compressive strength of 30 MPa, as determined from cylinder tests, but in no case shall the load test begin earlier than seven (7) days after the test shaft is constructed. During the specified waiting period, no other construction or operations which will induce excessive vibration levels shall be performed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-805-7M

CODE: (SP)

DATE: 01/28/2005

SUBJECT: Epoxy Coated Reinforcement

PROJECT: BRDP-9205-00(004) / 100332302 -- Washington County

Section 805, Reinforcement, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-805.02--Materials. After Subsection 805.02.1 on page 805-1, add the following:

907-805.02.2--Epoxy Coating. All reinforcement required to be epoxy coated shall be epoxy coated in accordance with ASTM Designation: A 775M and shall conform to Section 711. The Contractor shall furnish written certification that the coated reinforcing bars were cleaned, coated and tested in accordance with this Special Provision and ASTM Designation: A 775M.

907-805.03--Construction Requirements. At the end of Subsection 805.03 on page 805-2, add the following:

907-805.03.7-- Epoxy Coated Bars.

907-805.03.7.1--Repair of Damaged Epoxy Coating. When required, damaged epoxy coating shall be repaired with patching material conforming to ASTM Designation: A 775M. Repair shall be done in accordance with the patching material manufacturer's recommendations.

907-805.03.7.2--Handling of Epoxy Coated Bars. The Contractor shall use padded or non-metallic slings and padded straps to protect the coated reinforcement from damage. The bundled bars shall not be dropped or dragged and must be stored on wooded cribbing. If, in the opinion of the Engineer, the coated bars or plates have been damaged as a result of the Contractor's negligence, the material will be rejected. The Contractor may propose, for the approval of the Engineer, alternate precautionary measures.

907-805.03.7.3--Placing of Epoxy Coated Bars. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 50 millimeters from the point of contact with the epoxy-coated reinforcing bars. In walls having reinforcing bars, spreader bars where specified by the Engineer shall be epoxy coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion resistant material. Epoxy-coated reinforcing bars shall be fastened with nylon-, epoxy-, or plastic-coated tie wire or other acceptable materials.

907-805.04--Method of Measurement. At the end of Subsection 805.04 on page 805-3, add the following:

Epoxy coated reinforcement bars not included in other pay items will be measured in kilograms based on the computed mass for the sizes and length of bars, mesh or mats, as shown on the plans or authorized.

The mass of reinforcement bars, epoxy-coated, will be computed from the theoretical mass of plain round bars of the same nominal size as shown in the table of areas and masses in Section 711 of the Standard Specifications.

No allowance will be made for clips, wire separators, wire chairs and other material used in fastening the epoxy coated reinforcement bars in place. If bars are substituted upon Contractor's request and as a result more steel is used than specified, only the amount specified shall be included.

When laps are made for splices, other than those shown on the plans, for the convenience of the Contractor, the extra epoxy coated reinforcement bars shall **not** be included in the measurement.

907-805.05--Basis of Payment. After the first paragraph of Subsection 805.05 on page 805-3, add the following:

The masses of epoxy coated reinforcement determined as provided above, will be paid for at the contract unit price per kilogram, which price shall be full compensation for furnishing and placing all material, and for all labor, equipment, tools and incidentals for completing the work.

After the last pay item listed on page 805-2, add the following:

907-805-B: Reinforcement (Epoxy Coated) - per kilogram

SECTION 905

BRDP-9205-00(004) / 100332

PROPOSAL (Sheet No. 2- 3)

Washington County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(80) CHANGED 02/15/2005	907-203-EX	(E)	103 609	cubic meter	Borrow Excavation (AH) (FME) (Class B13)				
(90)	203-G	(E)	30 470	cubic meter	Excess Excavation (LVM) (AH)				
(100)	206-A	(S)	75	cubic meter	Structure Excavation				
(110)	206-B	(E)	38	cubic meter	Select Material for Undercuts (Contractor Furnished) (FM)				
(111)	907-207-A		4	each	Settlement Plate				
(120)	212-A		32 000	square meter	Light Ground Preparation				
(130)	212-B		72 000	square meter	Standard Ground Preparation				

(09/02/2004)

SECTION 905

BRDP-9205-00(004) / 100332

PROPOSAL (Sheet No. 2- 15)

Washington County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(940)	803-B	(S)		1 each	Loading Tests	5,000	0000	5,000	00
(950)	803-E CHANGED 02/15/2005	(S)		324 meter	450-mm x 450-mm Prestressed Concrete Piling				
(960)	803-E CHANGED 02/15/2005	(S)		1256 meter	600-mm x 600-mm Prestressed Concrete Piling				
(970)	907-803-M	(S)		2442 meter	Drilled Shaft (1650-mm Diameter)				
(980)	907-803-M	(S)		12 768 meter	Drilled Shaft (1200-mm Diameter)				
(990)	907-803-N	(S)		1 each	Test Shafts (1200-mm Diameter)				
(1000)	907-803-O	(S)		30 meter	Trial Shafts (1200-mm Diameter)				

(09/02/2004)

SECTION 905

BRDP-9205-00(004) / 100332

PROPOSAL (Sheet No. 2- 16)

Washington County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1010)	907-803-P	(S)		50 meter	Exploration				
(1020)	907-803-Q CHANGED 02/15/2005	(S)		1 each	Drilled Shaft Load Test				
(1030)	907-803-R CHANGED 02/15/2005	(S)		720 meter	Temporary Casing (1650-mm Diameter)				
(1040)	907-803-R CHANGED 02/15/2005	(S)		3840 meter	Temporary Casing (1200-mm Diameter)				
(1050)	907-803-W	(S)		4 each	PDA Test Piles				
(1060)	907-804-A	(S)		15 461 cubic meter	Bridge Concrete (Class A)				
(1070)	907-804-A CHANGED 02/15/2005	(S)		35 067 cubic meter	Bridge Concrete (Class AA)				

(09/02/2004)

SECTION 905

BRDP-9205-00(004) / 100332

PROPOSAL (Sheet No. 2- 17)

Washington County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1080)	907-804-C	(S)	1746 meter		41.826-m Prestressed Concrete Beam, Type BT-1830				
(1090)	907-804-C	(S)	11 148 meter		36.227 Prestressed Concrete Beam, Type BT-1830				
(1100)	907-804-C	(S)	2146 meter		36-m Prestressed Concrete Beam, Type BT-1830				
(1110)	805-A	(S)	3 182 212 kilogram		Reinforcement				
(1120)	907-805-B		2 368 707 kilogram		Reinforcement (Epoxy Coated)				
(1130)	907-810-A	(S)	7 526 742 kilogram		Structural Steel				
CHANGED 02/15/2005									
(1140)	907-810-PP	(S)	1 each		Installation of Cable-Stayed Expansion Joint				

(09/02/2004)

SECTION 905

BRDP-9205-00(004) / 100332

PROPOSAL (Sheet No. 2- 18)

Washington County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1150) 907-811-D			64 each		Disc Bearing Device				
(1160) 813-A CHANGED 02/15/2005		(S)	3992 meter		Concrete Railing				
(1170) 813-D CHANGED 02/15/2005		(S)	1996 meter		Concrete Median Barrier Railing				
(1180) 815-D		(S)	56 cubic meter		Concrete Slope Paving				

SUBTOTAL - COMMON PAY ITEMS.....\$ _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	<input checked="" type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional) MS Department of Transportation P.O. Box 1850 Jackson, MS 39215-1850		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number										
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (*individual/sole proprietor, corporation, etc.*).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

