



SM No. CNH000901112

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(EXEMPT)

1  
Work necessary to construct an interchange at US Highway 61 and  
Liberty Road in Natchez, known as Federal Aid Project No. NH-0009-  
01(112) / 103120, in the County of Adams, State of Mississippi.  
Project Completion: Contractor Determined

## NOTICE

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

Electronic addendum updates will be posted on [www.goMDOT.com](http://www.goMDOT.com)

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

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

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, June 28, 2005, thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday June 28, 2005, and shortly thereafter publicly opened for:

Work necessary to construct an interchange at US Highway 61 and Liberty Road, known as Federal Aid Project No. NH-0009-01(112) / 103120, in the County of Adams, State of Mississippi.

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

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

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

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

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

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

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

LARRY L. "BUTCH" BROWN  
EXECUTIVE DIRECTOR

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Governing Specifications**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 05/03/2004**

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

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

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

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

**STATUS OF RIGHT-OF-WAY**

NH-0009-01(112)

103120/301000

ADAMS COUNTY

May 16, 2005

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

**NONE.**



ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR

NH-0009-01(112)

103120/301000

ADAMS COUNTY

May 16, 2005

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

There are no buildings in the contract to be removed.

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

Station 115+00/L 140'

Parcel #017-0-02-Q

Results: This parcel includes a monopole sign.

The improvements were inspected by the Department and no suspect ACMs were identified. Demolition may be performed without the use of asbestos control measures. Proper notification forms must be submitted to the MDEQ prior to demolition.

STATUS OF POTENTIALLY CONTAMINATED SITES

NH-0009-01(112)

103120/301000

ADAMS COUNTY

May 16, 2005

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

Parcel #007-1-00-W

Gas Lane #2

Sta. 108+25/L

USTs: 0

Status: This site was an active service station with underground fuel storage tanks. The USTs were removed by the previous owner. No further actions should be required.

Parcel #011-0-00-W

Bypass Exxon

Sta. 111+50/L

USTs: 0

Status: This site was an active service station with underground fuel storage tanks. The USTs were removed by the previous owner. No further actions should be required.

Parcel #017-0-00-W

Powell's Chevron

Sta. 116+75/L

USTs: 0

Status: This site was an active service station with underground fuel storage tanks. The USTs were removed by the previous owner. No further actions should be required.

# UTILITY STATUS REPORT

NH-0009-01(112) / 103120

Adams County

May 9, 2005

The status of utility adjustments for the utilities in conflict with this highway construction project is as listed below:

**BELL SOUTH:** Mr. Mike Ellis says that BellSouth will have their facilities relocated by May 31, 2005 (see letter attached).

**CABLE ONE:** Mr. Kenny Wright says that Cable One has all of their facilities relocated and that they will finish wrecking out their old facilities by May 25, 2005.

**CITY OF NATCHEZ (WATER & SEWER):** Mr. John Cavin says that the City of Natchez has completed the relocation of their facilities.

**ENTERGY:** Entergy has completed the relocation of their facilities.

**ENTERGY (12" Gas Line):** Entergy has completed the in place abandonment of their 12" gas line.

**MISSISSIPPI VALLEY GAS:** Mr. Stefan Lehnerer says that Mississippi Valley Gas has finished with the relocation of their facilities.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (SP)**

**DATE: 05/03/2004**

**SUBJECT: Final Clean-Up**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 4**

**CODE: (IS)**

**DATE: 06/04/2004**

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

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

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

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

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

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 7**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: On-The-Job Training Program**

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

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

**SUPPLEMENT TO NOTICE TO BIDDERS NO. 8**

**DATE: 05/03/2004**

The goal is 7 percent for the Disadvantaged Business Enterprise.

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

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

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

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



# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 05/03/2004**

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

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

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

Copies of the program may be obtained from:

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

## **POLICY**

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

## **ASSURANCES THAT CONTRACTORS MUST TAKE:**

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

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

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

### **DEFINITIONS**

For purposes of this provision the following definitions will apply:

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

### **CONTRACTOR'S OBLIGATION**

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

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

### **CONTRACT GOAL**

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

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

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

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

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

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

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

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

### **DIRECTORY**

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

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

### **REPLACEMENT**

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

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

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

### **GOOD FAITH EFFORTS**

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

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

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

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

### **PARTICIPATION / DBE CREDIT**

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

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

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

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

### **AWARD**

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

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

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

### **DEFAULT**

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

## **DBE REPORTS**

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

## **SANCTIONS**

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

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

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

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



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: DBE Participation and Payment**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 12**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Federal Bridge Formula**

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

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

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

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

or

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Submission of Form OCR-485

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (SP)**

**DATE: 05/03/2004**

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

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

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

The Department has acquired Certificate of Permit Coverage MSR-103414 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Construction Notice of Intent (CNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

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

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

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

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 07/15/2004**

**SUBJECT: Fiber Reinforced Concrete**

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 204

CODE: (IS)

DATE: 09/01/2004

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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



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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 -NOTICE TO BIDDERS NO. 481**

**CODE: (SP)**

**DATE: 05/05/2005**

**SUBJECT: Contract Time**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

The calendar date for completion of work to be performed under this contract will be that specified by the Contractor in their proposal, which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. Except as therein provided, the Notice of Award will be issued by not later than **July 13, 2005**, and the date for the Notice to Proceed and Beginning of Contract Time will be **August 11, 2005**.

The Contractor will be required to submit a Progress Schedule as referenced in Special Provision No. 907-108-3.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 482**

**CODE: (SP)**

**DATE: 05/05/2005**

**SUBJECT: Specialty Items**

**PROJECT: NH-0009-01(112) / 103120--ADAMS COUNTY(IES)**

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

**CATEGORY: CONSTRUCTION STAKING**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
2940	699-A	Roadway Construction Stakes

**CATEGORY: CURB**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1570	609-B	Concrete Curb, Header
1580	609-D	Combination Concrete Curb and Gutter Type 1 Modified
1590	609-D	Combination Concrete Curb and Gutter Type 2 Modified
1600	609-D	Combination Concrete Curb and Gutter Type 3A Modified

**CATEGORY: ELECTRICAL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1860	619-G8	Warning Lights, Type "C"
2180	635-A	Vehicle Loop Assemblies
2190	638-A	Loop Detector Amplifier, Card Rack Mounted, 4 Channel
2191	636-A	Shielded Cable, AWG #14, 4 Conductor
2200	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 25' Arm
2210	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 30' Arm
2220	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm
2230	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 40' Arm
2240	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 45' Arm
2250	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 50' Arm
2260	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 55' Arm
2270	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 65' Arm

**CATEGORY: ELECTRICAL**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
2280	639-A	Traffic Signal Equipment Pole, Type II, 17' Shaft, 70' Arm
2290	639-A	Traffic Signal Equipment Pole, Type III, 17' Shaft, 40' & 40' Arms
2300	640-A	Traffic Signal Heads, Type 1 LED
2310	640-A	Traffic Signal Heads, Type 3 LED
2320	640-A	Traffic Signal Heads, Type 5 LED
2330	640-A	Traffic Signal Heads, Type 6 LED
2340	640-A	Traffic Signal Heads, Type 7 LED
2350	642-A	Solid State Traffic Actuated Controllers, Type 8A
2360	644-A	Optical Detector
2370	644-B	Optical Detector Cable
2380	644-C	Phase Selector, 4 Channel
2390	647-A	Pullbox, Type 1
2400	647-A	Pullbox, Type 2
2410	648-A	Radio Interconnect, Installed in New Controller Cabinet
2420	653-B	Street Name Sign, Encapsulated Lens
2430	666-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 2
2440	666-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5
2450	666-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7
2460	668-A	Traffic Signal Conduit, Underground, Type 4, 1"
2470	668-A	Traffic Signal Conduit, Underground, Type 4, 2"
2480	668-B	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"
2490	668-B	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
2500	682-A	Underground Branch Circuit, AWG 2, 4 Conductor
2510	682-A	Underground Branch Circuit, AWG 4, 4 Conductor
2520	682-A	Underground Branch Circuit, AWG 8, 4 Conductor
2530	682-B	Underground Branch Circuit, Jacked or Bored, AWG 2, 4 Conductor
2540	682-B	Underground Branch Circuit, Jacked or Bored, AWG 4, 4 Conductor
2550	682-B	Underground Branch Circuit, Jacked or Bored, AWG 8, 4 Conductor
2560	682-C	Structure Mounted Branch Circuit, AWG 2, 4 Conductor
2570	682-C	Structure Mounted Branch Circuit, AWG 10, 4 Conductor
2580	682-D	Underground Pull Box
2590	682-D	Structure Mounted Pull Box
2600	682-E	Underground Junction Box
2610	682-E	Structure Mounted Junction Box
2620	682-F	Secondary Power Controllers
2630	907-683-B	Lighting Assembly, Low Mast, Type 30-1-0-250
2640	907-683-B	Lighting Assembly, Low Mast, Type 30-2-1-250
2650	907-683-B	Lighting Assembly, Low Mast, Type 20-1-0-250

**CATEGORY: ELECTRICAL**


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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
2660	907-683-B	Lighting Assembly, Low Mast, Type 18-2-1-150
2670	683-C	Lighting Assembly, Underpass, Type E
2680	907-683-E	Lighting Assembly, Floodlight, Type F
2690	684-A	Pole Foundation, 30" Diameter
2700	684-B	Slip Casing, 30" Diameter

**CATEGORY: EROSION CONTROL**


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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
290	212-A	Light Ground Preparation
300	212-B	Standard Ground Preparation
310	213-B	Combination Fertilizer, 13-13-13
320	213-B	Combination Fertilizer, 8-8-8
330	213-D	Ammonium Nitrate
340	214-A	Seeding, Bermudagrass
350	214-A	Seeding, Annual Rye Grass
360	215-A	Vegetative Materials for Mulch
370	216-A	Solid Sodding
380	217-A	Ditch Liner
390	220-A	Insect Pest Control
410	223-A	Mowing
860	234-A	Temporary Silt Fence
870	235-A	Temporary Erosion Checks

**CATEGORY: GUARDRAIL**


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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1530	606-B	Guard Rail, Class A, Type 1, 'W' Beam
1540	606-D	Guard Rail, Bridge End Section, Type I
1550	606-E	Guard Rail, Terminal End Section
2110	630-F	Delineators, Guard Rail, White
2120	630-G	Type 3 Object Markers, OM-3R, Post Mounted

**CATEGORY: LANDSCAPING**


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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
280	211-C	Topsoil for Plant Holes, Contractor Furnished
420	230-A	Shrub Planting, Pampas Grass
430	230-A	Shrub Planting, Thorny Elaeagnus
440	230-A	Shrub Planting, Calypso Oleander
450	230-A	Shrub Planting, Ballerina Indian Hawthorn
460	230-A	Shrub Planting, Dwarf Yaupon Holly
470	230-A	Shrub Planting, Carissa Holly

**CATEGORY: LANDSCAPING**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
480	230-A	Shrub Planting, Border Forsythia
490	230-A	Shrub Planting, Glossy Abelia
500	230-A	Shrub Planting, Nellie R. Stevens Holly
510	230-A	Shrub Planting, Burgundy Loropetalum
520	230-A	Shrub Planting, Pink Creeping Phlox
530	230-A	Shrub Planting, Lantana New Gold
540	230-A	Shrub Planting, Homestead Purple Verbena
550	230-A	Shrub Planting, Dwarf Stella De Oro Daylily
560	230-A	Shrub Planting, Mondo Grass
570	230-A	Shrub Planting, Butterfly Blue Pincushion Flower
580	230-A	Shrub Planting, Goldstrum Black Eyed Susan
590	230-A	Shrub Planting, Black-Eyed Stella Daylily
600	230-A	Shrub Planting, Jonquilla Narcissus
610	230-A	Shrub Planting, Majestic Liriope
620	230-A	Shrub Planting, Silver Dragon Liriope
630	230-A	Shrub Planting, Asiatic Jasmine
640	230-A	Shrub Planting, Stella D'Or Daylily
650	230-A	Shrub Planting, 'Bar Harbor' Juniper
660	230-A	Shrub Planting, 'Blue Rug' Juniper
670	230-B	Tree Planting, Southern Magnolia
680	230-B	Tree Planting, Bald Cypress
690	230-B	Tree Planting, October Glory Red Maple
700	230-B	Tree Planting, Willow Oak
710	230-B	Tree Planting, Scarlett Oak
720	230-B	Tree Planting, Water Oak
730	230-B	Tree Planting, Shumard Oak
740	230-B	Tree Planting, Natchez Crape Myrtle
750	230-B	Tree Planting, Biloxi Crapemyrtle
760	230-B	Tree Planting, Muskogee Crape Myrtle
770	230-B	Tree Planting, American Holly
780	230-B	Tree Planting, 'Burkii' Eastern Red Cedar
790	230-B	Tree Planting, 'Little Gem' Magnolia
800	907-230-C	Bed Edging
810	907-230-D	Bed Preparation
820	232-A	Fertilizer for Woody Plant Material, Tablet, 10 gram
830	232-A	Fertilizer for Woody Plant Material, Tablet, 21 gram
840	907-233-A	Tree Bark Mulch, Type III
850	907-233-A	Tree Bark Mulch, Type V

**CATEGORY: LANDSCAPING**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
880	907-282-A	Sprinkler Head, 1812-PRS-8Q
890	907-282-A	Sprinkler Head, 1812-PRS-8H
900	907-282-A	Sprinkler Head, 1812-PRS-15Q
910	907-282-A	Sprinkler Head, 1812-PRS-15H
920	907-282-A	Sprinkler Head, 1812-PRS-15TQ
930	907-282-A	Sprinkler Head, 1812-PRS-15F
940	907-282-A	Sprinkler Head, T-12-SAM-PC-T30-1.0
950	907-282-A	Sprinkler Head, T-12-SAM-PC-T30-2.0
960	907-282-A	Sprinkler Head, T-12-SAM-PC-T30-2.5
970	907-282-A	Sprinkler Head, T-12-SAM-PC-T30-4.0
980	907-282-A	Sprinkler Head, R-50-SAM-PC-1.5
990	907-282-A	Sprinkler Head, R-50-SAM-PC-3.0
1000	907-282-A	Sprinkler Head, R-50-SAM-PC-4.0
1010	907-282-A	Sprinkler Head, R-50-SAM-PC-6.0
1020	907-282-B	Piping, 1/2" Diameter
1030	907-282-B	Piping, 3/4" Diameter
1040	907-282-B	Piping, 1" Diameter
1050	907-282-B	Piping, 1 1/4" Diameter
1060	907-282-B	Piping, 1 1/2" Diameter
1070	907-282-B	Piping, 2" Diameter
1080	907-282-B	Piping, 2 1/2" Diameter
1090	907-282-B	Piping, 4" Diameter
1100	907-282-C	Sleeves, 6-inch Diameter
1110	907-282-D	Valve Control Wire
1120	907-282-E	Trench Excavation and Backfill
1130	907-282-F	Meter With Meter Box, 3"
1140	907-282-G	Electric Controller, 20 Station
1150	907-282-G	Electric Controller, 32 Station
1160	907-282-H	Electric Control Valve, 2"
1170	907-282-I	Backflow Preventer, 2 1/2"
1180	907-282-J	Isolation Valve, 4"
1190	907-282-K	Quick Coupler Key with Hose and Swivel

**CATEGORY: PAVEMENT MARKING**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1880	626-A	6" Thermoplastic Traffic Stripe, Skip White
1890	626-C	6" Thermoplastic Edge Stripe, Continuous White
1900	626-D	6" Thermoplastic Traffic Stripe, Skip Yellow
1910	626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow

**CATEGORY: PAVEMENT MARKING**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1920	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
1930	626-G	Thermoplastic Detail Stripe, White
1940	626-G	Thermoplastic Detail Stripe, Yellow
1950	626-H	Thermoplastic Legend, White
1960	626-H	Thermoplastic Legend, White
1970	627-K	Red-Clear Reflective High Performance Raised Markers
1980	627-L	Two-Way Yellow Reflective High Performance Raised Markers
1990	628-I	6" High Performance Cold Plastic Traffic Stripe, Skip White
2000	628-J	6" High Performance Cold Plastic Traffic Stripe, Continuous White
2010	628-M	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow

**CATEGORY: SIGNING**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
2020	630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
2030	630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
2040	630-B	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground
2050	630-B	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead
2060	630-C	Steel U-Section Posts, 2.0 lb/ft
2070	630-C	Steel U-Section Posts, 3.0 lb/ft
2080	630-D	Structural Steel Beams, W6 x 9
2090	630-E	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles
2100	630-E	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
2130	630-I	Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed
2140	630-I	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed
2150	630-K	Welded & Seamless Steel Pipe Posts, 3"
2160	630-K	Welded & Seamless Steel Pipe Posts, 3 1/2"
2170	630-K	Welded & Seamless Steel Pipe Posts, 4"

**CATEGORY: TRAFFIC CONTROL**

<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1700	619-A1	Temporary Traffic Stripe, Continuous White
1710	619-A2	Temporary Traffic Stripe, Continuous Yellow
1720	619-A3	Temporary Traffic Stripe, Skip White
1730	619-A4	Temporary Traffic Stripe, Skip Yellow
1740	619-A5	Temporary Traffic Stripe, Detail
1750	619-A6	Temporary Traffic Stripe, Legend
1760	619-A6	Temporary Traffic Stripe, Legend
1770	619-C6	Red-Clear Reflective High Performance Raised Marker
1780	619-D1	Standard Roadside Construction Signs, Less than 10 Square Feet



**CATEGORY: TRAFFIC CONTROL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
1790	619-D2	Standard Roadside Construction Signs, 10 Square Feet or More
1800	619-F1	Portable Median Barrier
1820	619-F2	Remove and Reset Portable Median Barrier
1830	619-G4	Barricades, Type III, Single Faced
1840	619-G4	Barricades, Type III, Double Faced
1850	619-G5	Free Standing Plastic Drums
1870	619-H1	Traffic Signals

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 483**

**CODE (SP)**

**DATE: 05/05/2005**

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

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO BIDDERS NO. 484**

**CODE: (SP)**

**DATE: 05/10/2005**

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

**REFERENCE: Subsection 109.07**

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

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$1.8460	\$0.4877
Diesel	\$1.9391	\$0.5123

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	\$0.8219	\$195.00	\$0.2171	\$214.95
Viscosity Grade AC-10	\$0.8219	\$195.00	\$0.2171	\$214.95
Viscosity Grade AC-20	\$0.8069	\$191.43	\$0.2132	\$211.01
Viscosity Grade AC-30	\$0.8069	\$191.43	\$0.2132	\$211.01
Grade PG 64-22	\$0.8149	\$193.33	\$0.2153	\$213.11
Grade PG 67-22	\$0.7948	\$188.57	\$0.2100	\$207.86
Grade PG 76-22	\$1.1772	\$279.29	\$0.3110	\$307.86
Grade PG 82-22	\$1.3572	\$322.00	\$0.3585	\$354.94

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$0.7443	\$0.1966
Grade RS-2C (CRS-2)	\$0.7617	\$0.2012
Grade CRS-2P	\$0.9004	\$0.2379

PRIMES

Grade EA-1 & MC-70	\$1.0094	\$0.2667
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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 487**

**CODE: (SP)**

**DATE: 05/10/2005**

**SUBJECT: A + B Bidding**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Bidders are hereby advised that this project contains requirements for A + B bidding. Bidders are advised to review Special Provision Numbers 907-102-1 and 907-103-1 as they relate to A + B bidding. A + B bid amounts are to be entered on Sheet No. 2 - 45 of the bid proposal sheets. Bids will not be considered unless the A + B sheet, proposal Sheet No. 2 - 45, is completed.

Bidders are also advised that the MDOT Electronic Bid System **DOES NOT** generate proposal Sheet No. 2 - 45. Whether bid proposal sheets are prepared electronically or by hand, proposal Sheet No. 2 - 45 will have to be completed by hand. Failure to complete and include proposal Sheet No. 2 - 45 will make the bid package irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904- NOTICE TO BIDDERS NO.488**

**CODE: (SP)**

**DATE: 5/27/2005**

**SUBJECT: Work Restrictions**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Bidders are hereby advised that night work will **not** be allowed on this project.

SUPPLEMENT TO FORM FHWA-1273

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

**AREA 5 - COUNTIES**

ADAMS, AMITE, COVINGTON, FORREST, FRANKLIN, GREENE, JEFFERSON, JEFFERSON DAVIS, JONES, LAMAR, LAWRENCE, LINCOLN, MARION, PERRY, PIKE, WALTHALL, WAYNE AND WILKINSON

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

**POWER EQUIPMENT OPERATORS**

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

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

**SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 6/15/94

**SUBJECT: Final Certificate and Contract Provisions for Subcontracts**

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

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

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

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

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

**1. General:**

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

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

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

**2. Classification:**

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

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

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

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

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

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

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

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

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

**3. Payment of Fringe Benefits:**

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

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

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

**a. Apprentices:**

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

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

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

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

**b. Trainees:**

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

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

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

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

**c. Helpers:**

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

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

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

**6. Withholding:**

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

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

#### **7. Overtime Requirements:**

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

#### **8. Violation:**

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

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

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

### **V. STATEMENTS AND PAYROLLS**

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

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

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

#### **2. Payrolls and Payroll Records:**

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

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

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

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

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

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

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

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

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

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

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

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification - Primary Covered Transactions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
 Until further notice	 Goals for minority participation for each trade (percent)
 SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport-----	19.2
Jackson-----	30.3
 SMSA Counties:	
Desoto-----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson-----	16.9
 Non-SMSA Counties:	
George, Greene -----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
Adams, Amite, Wilkinson-----	30.4

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.
5. The notification required in Paragraph 3 shall be addressed to the following:

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-102-1**

**CODE: (SP)**

**DATE: 02/10/2005**

**SUBJECT: Preparation of Proposal**

**PROJECT: NH-0009-01(112) / 103120 -- Adams County**

Section 102, Bidding Requirements and Conditions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-102.06--Preparation of Proposal.** After the fourth full paragraph on page 18, add the following:

The bidder shall determine the total number of calendar days between the date of beginning of contract time and the bidder's Specified Completion Date, including the beginning and ending day.

The product of the total number of calendar days required for construction of the project in accordance with the plans and specifications (contract time) as determined by the bidder, times the liquidated damage cost of \$ 1400.00 per day shall be added to the total bid determined from the bid items. The sum of these two amounts will be the amount used for comparison of bids. This information is to be entered on Sheet No. 2-45 of the bid proposal sheets.

**907-102.08--Proposal Guaranty.** At the end of Subsection 102.08 on page 20, add the following:

The proposal guaranty should not include the amount determined for contract time as specified in 907-102.06 above.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-103-1**

**CODE: (SP)**

**DATE: 02/10/2005**

**SUBJECT: Consideration Of Proposal**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-103.01--Consideration of Proposals.** Delete the first sentence of Subsection 103.01 on Page 22 and substitute the following:

After the proposals are opened and read, they will be compared on the basis of the following formula:

$$X = A + B$$

Where:

X = The total amount used only for determining the lowest bid for award of Contract.

A = Total Bid - Direct and Dependent Items - This being the summation of the products of the quantities shown in the bid schedule multiplied by their respective unit prices.

B = Value of the Contract Time - This being the total calendar days required to complete construction of the project in accordance with the plans and specifications (contract time), as determined by the bidder, multiplied by the liquidated damage cost of \$1400.00 per day. The value B is included for comparison of bids only and will **NOT** be included in any payment to the Contractor.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-104-1**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Partnering Process**

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

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

**907-104.01.1--Partnering Process.**

### **COVENANT OF GOOD FAITH AND FAIR DEALING:**

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

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

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

### **VOLUNTARY PARTNERING:**

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-105-2**

**CODE: (IS)**

**DATE: 12/02/2004**

**SUBJECT: Cooperation by Contractor**

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

**907-105.05-- Cooperation by Contractor.** In the third sentence of the second paragraph of Subsection 105.05, change “Notice to Proceed” to “Notice of Award”.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Liability Insurance

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

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

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

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

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

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

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

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

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



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

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

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

Coverage shall include:

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-108-2**

**CODE: (IS)**

**DATE: 12/10/2004**

**SUBJECT: Notice to Proceed**

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-108.02--Notice To Proceed.** Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-108-4**

**CODE: (SP)**

**DATE: 02/10/2005**

**SUBJECT: Prosecution and Progress**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Section 108, Prosecution and Progress, of the 2004 edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

Delete Subsection 108.06 in toto, and insert:

**907-108.06--Determination and Extension of Contract Time.** The Contractor will determine Contract Time on the basis of a Specified Completion Date and shall so indicate the Specified Completion Date and the Contract Time in the contract. The Contract Time determined by the Contractor shall include all calendar days between the Beginning of Contract Time designated by the Department and the bidder's Specified Completion Date including the beginning and ending days and will be the span of time required for the completion of the physical features of work included in the contract.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the project in accordance with the plans and specifications within the Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

No extension of the Specified Completion Date will be granted except as provided herein, and, except for abnormal delays caused solely by the State or other governmental authorities, or

unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

In the event the Engineer determines that the completion date when extended as provided in the contract would cause certain items of work or portions thereof, properly prosecuted in the normal sequence and manner, to fall within a period of seasonal or temperature limitations, the Engineer will make a determination as to the scope of unavoidable delays, if any, contemplated because of such seasonal or temperature limitations for periods in excess of those contemplated in the original contract. The Executive Director may thereupon establish a revised contract completion date by notifying the Contractor and the Surety in writing of such established completion date as warranted by the engineering determination.

Liquidated Damages as set forth under the heading "Per Calendar Day" in the "Schedule of Deductions for Each Day of Overrun in Contract Time," Subsection 108.07, shall be applicable to each Calendar Day after the Specified Completion Date, or authorized extension thereof, and until all work under the contract is completed.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-108-5**

**CODE: (SP)**

**DATE: 05/10/2005**

**SUBJECT: Contractor Furnished Progress Schedule**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-108.03--Prosecution and Progress.** Delete in toto Subsection 108.03.1 on pages 75 & 76, and substitute the following:

**907-108.03.1--Progress Schedule.** Prior to beginning any work on the project, the Contractor will furnish the Project Engineer a copy of the progress schedule used for the determination of contract time which will be used as the contract progress schedule. The size of the schedule shall be no smaller than 11" x 17". The schedule will be in the form of a bar graph indicating the controlling phases of work, the bid sheet sequence numbers of all pay items in each phase, and the beginning and ending time for each phase. At least one phase of work will be shown to begin not later than the date for beginning of contract time, and at least one phase of work will be shown to be in progress until all work is scheduled to be completed.

The Contractor's progress schedule shall reflect a realistic rate of prosecution with all work to be completed within the specified contract time. In preparation of said progress schedule, the Contractor shall take into consideration all controlling factors and specified limitations.

The progress schedule shall be in effect until the date on which a revised schedule is submitted. The latest progress schedule will be the basis for establishing major construction operations and for checking the progress of the work.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-3

CODE: (SP)

DATE: 02/01/2005

SUBJECT: Tree and Shrub Planting

PROJECT: NH-0009-01(112) / 103120 - Adams County

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

**907-230.2--Materials.** Delete Subsection 230.02.14 on page 165 and substitute the following:

**907-230.02.14--Mulch.** Tree Bark Mulch shall meet the requirements of Subsection 907-233.02.

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

**907-230.03--Construction Requirements.**

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

Plant pits are plant bed areas which are bound all around by bed edging and/or paving, or as noted on the drawings. Bed preparation shall be required within plant pits, which shall consist of stripping the proposed bed area of existing grass or plant material, unless designated to remain; removal and disposal of existing soil in order that finished grade of bed, not including surface mulch, is no higher than surrounding grades/pavement edges unless noted otherwise on the drawings; spreading a 4-inch layer of Tree Bark Mulch, Type III throughout the area, and tilling in the Tree Bark Mulch, Type III to a depth of six inches uniformly throughout the area; and excavating plant holes in accordance with this special provision. The entire bed area shall receive Tree Bark Mulch, Type V as a surface mulch.

Within plant pits, additional Tree Bark Mulch, Type III for each tree, shrub and groundcover plant hole is not necessary beyond the uniform layer of application tilled into the soil as noted on the vegetation schedule. Within each tree and shrub plant hole within a plant pit, backfill with a 50/50 mix of existing soil amended with Type III mulch and topsoil. Groundcover plant holes do not require any other backfill material other than the amended existing soil with Type III mulch incorporated.

Backfill for tree and shrub plant holes outside of plant pits shall be a 50/50 mix of existing soil and topsoil, after applying the 4-inch layer of Tree Bark Mulch, Type III.

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

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

Bed preparation within plant pits, complete in place and accepted, will be measured per square foot. Stripping of existing vegetation, excavation of existing soil, providing and incorporating the designated layer of Tree Bark Mulch Type III, Tree Bark Mulch Type V as a surface mulch, and weeding will not be measured for separate payment.

Tree Bark Mulch will be measured for payment in accordance with Subsection 907-233.04.

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

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

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

- 907-230-C: Bed Edging - per linear foot
- 907-230-D: Bed Preparation - per square foot



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-233-1**

**CODE: (SP)**

**DATE: 02/01/2005**

**SUBJECT: Tree Bark Mulch**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Section 233, Mulch for Woody Plant Material, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-233.02--Materials.** After the first paragraph of Subsection 233.02 on page 176, add the following:

Tree Bark Mulch, Type III used for plant pits (multiple plants in one bed area) and plant holes outside of plant pit areas shall meet the requirements of Subsection 715.07. Tree Bark Mulch, Type V used for the surface mulching plant holes and plant pits shall be shredded cedar, cypress, pine, or hardwood bark strip (pole peelings), commercial type, with no pieces larger than 1½ inches across the surface. Once or twice hammered material is not acceptable for Tree Bark Mulch, Type V. The Contractor shall submit samples of all mulches to the Engineer and receive approval prior to delivery to site.

**907-233.04--Method of Measurement.** After the first paragraph of Subsection 233.04 on page 176, add the following:

Tree Bark Mulch, Type III, complete in place and accepted, will be measured per cubic yard for tree plant holes and for shrub plant holes outside of plant pit areas.

Tree Bark Mulch, Type V, complete in place and accepted, will be measured per cubic yard for tree and shrub plant holes outside of plant pit areas requiring bed preparation; and in unplanted areas where the mulch is utilized as a surface treatment. Type V mulch within plant pit areas will not be measured for payment.

**907-233.05--Basis of Payment.** After the first paragraph of Subsection 233.04 on page 176, add the following:

Accepted quantities for Tree Bark Mulch, Type V used as a surface mulch for tree and shrub plant holes not within plant pit areas, and in unplanted areas as a surface treatment will be paid for at the contract unit price per cubic yard. Prices paid shall be full compensation for completing the work.

Delete the first pay item listed on page 176, and substitute the following:

907-233-A: Tree Bark Mulch, Type - per cubic yard

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-282-2

CODE: (SP)

DATE: 05/04/2005

SUBJECT: Irrigation System

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

## **SECTION 907-282 -- IRRIGATION SYSTEM**

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

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

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

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

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

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

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

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

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

**907-282.02--Materials.**

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

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

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

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

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

**907-282.02.3--Pipe and Pipe Fittings.**

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

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

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

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

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

**907-282.02.4--Valves.**

**907-282.02.4.1--Electric Control Valves.** Electric control valves shall be as delineated on the plans, or approved equal.

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

Valve box for electric valves shall be the 12-inch Standard Box with snap lock cover as manufactured by Armor Access Boxes, Sheboygan, WI 53081, or an approved equal.

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

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

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

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

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

**907-282.02.5--Sprinkler Heads.** Sprinkler heads shall be as specified on the plans, or an approved equal.

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

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

**907-282.02.8--Automatic Controller.** Automatic controllers shall be as specified on the plans, or approved equal. With each controller, the Contractor shall provide one Automatic Rain/ Freeze Switch, the Mini-Clie 2 Rain Sensor #502, as manufactured by Glen Hilton, or approved equal.

**907-282.02.9--Backflow Preventer.** The backflow preventer shall be as specified on the plans, or an approved equal. With each backflow preventer, the Contractor shall provide one above ground enclosure as specified on the plans, or an approved equal.

**907-282.03--Construction Requirements.**

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

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

**907-282.03.2--Execution and Trenching.** Trenches shall be excavated to pipe grade depth. The width of trench shall be at least 3 1/2 inches. Any over-excavation shall be backfilled and hand tamped prior to installing piping. In soils containing rock or other hard material that may damage the pipe, the trench shall be excavated deeper than required and backfilled to pipe grade with selected fine earth or sand. The trenches shall be kept free of obstructions and debris that would damage pipe.

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

**907-282.03.3--Piping System.**

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

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

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

**907-282.03.4--Piping Erections.**

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

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

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

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

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

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

**907-282.03.9--Electrical Connections.** Electrical connections shall be in strict accordance with the latest edition of the National Electrical Code. Contractor shall provide the electrical connection to the system as designated on the plans and as specified herein. Splices to electrical

wire between the controller to valves or power supply shall be made within watertight junction boxes.

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

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

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

**907-282.03.12--Backflow Preventer.** Backflow preventer shall be set in a level horizontal position twelve inches above grade inside of an insulated backflow preventer box, as noted on the plans.

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

**907-282.03.13.1--Pressure Test.** The Contractor shall hydrostatically test the main piping system between meter and valves in place prior to backfilling. A minimum pressure of 50 PSI shall be maintained without pumping for period of one hour. The test shall be considered acceptable if no leakage or loss of pressure is evident during test period. Any leaks shall be repaired. Retests shall be performed until test pressure can be maintained for duration of test. It is assumed that a water supply with a 50-PSI pressure is available on site, wherein no mechanical pumping equipment is required.

**907-282.03.13.2--Operation Test.** At the conclusion of pressure test, sprinkler heads shall be installed and entire system tested for operation under normal operating pressure. Heads shall be adjusted as noted on plans. The entire system shall then be retested. Test is acceptable if the system operates in a satisfactory manner, with uniform coverage of areas to be irrigated.

**907-282.03.14--Guarantee.** The Work shall be guaranteed for one year from date of final acceptance against defects in material, equipment and workmanship. The Contractor shall repair damage to the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the Department. Repairs, if required, shall be done promptly at no cost to the Department.

**907-282.03.15--Final Acceptance.** Final acceptance shall be in accordance with Section 105 of the Standard Specifications.

**907-282.04--Method of Measurement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Installation of backflow preventer box, backfilling, miscellaneous fittings and piping, gravel, adjusting, and connection to piping will not be measured for separate payment.

**907-282.05--Basis of Payment.**

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

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

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

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

Payment will be made under:

- 907-282-A: Sprinkler Head, Type - per each
- 907-282-B: Piping, Size - per linear foot
- 907-282-C: Sleeves, Size - per linear foot
- 907-282-D: Valve Control Wire - per linear foot
- 907-282-E: Trench Excavation and Backfill - per linear foot
- 907-282-F: Meter with Meter Box, Size - per each
- 907-282-G: Electric Controller, Type - per each
- 907-282-H: Electric Control Valve, Size - per each

- 907-282-I: Backflow Preventer (Size) - per each
- 907-282-J: Isolation Valve, Size - per each
- 907-282-K: Quick Coupler with Key and Hose Swivel - per each

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (SP)**

**DATE: 05/12/2004**

**SUBJECT: Unit Pavers**

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

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

**907-611.02--Materials.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-681-3**

**CODE: (SP)**

**DATE: 02/28/2005**

**SUBJECT: Floodlight Lighting Assembly**

**PROJECT: NH-0009-01(112)/103120 -- Adams County**

Section 681, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-681.02.2--Material Warranty.** Delete the first sentence of the third paragraph of Subsection 681.02.2 on page 565, and substitute the following:

The Contractor shall warrant and guarantee the finishes of all poles for a minimum period of four (4) years. All other roadway lighting equipment and related components shall be warranted for a minimum period of one (1) year.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-683-2**

**CODE: (SP)**

**DATE: 02/28/2005**

**SUBJECT: Low Mast Ornamental and Floodlight Type Lighting Assemblies**

**PROJECT: NH-0009-01(112)/103120 -- Adams County**

Section 683, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-683.01--Description.** Delete the first sentence of the first paragraph of Subsection 683.01 on page 573 and substitute the following:

In addition to the requirements set forth in Section 681, lighting assemblies shall consist of high mast lighting assemblies, low mast lighting assemblies, underpass lighting assemblies and floodlight type lighting assemblies.

Delete the third sentence of the first paragraph and replace it with the following:

The low mast lighting assemblies of the types required shall consist of pole, luminaire, anchor bolts, breakaway device, lamp, and miscellaneous hardware.

At the end of Subsection 683.01 on page 574, add the following:

Floodlight type lighting assemblies shall consist of the luminaire, lamp, fuses, concrete base and all required miscellaneous mounting hardware necessary to complete the work.

**907-683.02--Materials.** Delete Section 683.02.2, on page 574 and substitute the following:

**907-683.02.2--Low Mast Lighting Assembly.**

**907-683.02.2.1-- Poles.**

**Shaft Construction** - The shaft shall be constructed from continuous fiberglass filaments combined with thermosetting polyester resin. The fiberglass and resin ratio of the pole will contain at least 65% glass, the balance polyester resin.

The glass filament will be helically wound, under tension, first at a relatively high angle (65-85°) to the longitudinal axis of the pole, with alternate layers of filaments in opposite directions for maximum circumferential (compressive) strength. Secondly, an outer core section of greater weight than the inner core section is helically-wound by wrapping continuous glass filaments at a

relatively low angle (3-15°) to the longitudinal axis of the pole for maximum longitudinal (bending) strength.

The pole shall have a minimum wall thickness of 3/32". The pole shall have a tapered wall increasing in thickness from the top to the base in proportion to the load and ground line moment requirements. The post will be reinforced in areas of handholes and special hardware attachments.

The fiberglass pole shall be round, hollow, and have a one-piece 0.14" per ft. tapered smooth shaft. The pole top diameter shall be a minimum of 5.0" O.D. (4.5" O.D. for 18' and 20' poles).

The pole shall be non-conductive and chemically inert.

The pole shall be equal to the following W.J. Whatley poles:

- 30' pole (Type A) with single luminaire (OA373-30-BK-3N6)
- 30' pole (Type B) with back-to-back luminaires (OA373-30-BK-3N6 with DA46-2 Twin Arm)
- 20' pole (Type C) with single luminaire (OA373-20-BK-3N6)
- 18' pole (Type D) with back-to-back luminaires (OA373-18-BK-3N6 with DA46-2 Twin Arm)

Performance Criteria - The pole shall be designed with a minimum safety factor of 2:1 and have no more than a 10% deflection at full wind loading. The pole shall deflect no more than 5% (4.5% for 18' and 20' posts) of the above-ground length with 200 lbs. (100 lbs. for 18' and 20' posts) of lateral top load (stiffness).

Pole Top - Tenon Style: A galvanized steel tenon will be firmly bonded to the pole for mounting a post-top luminaire or arm. The galvanized steel tenon will be straight with no taper. The tenon will be coated with matching urethane finish. The pole shall have a slipover post top ring.

Wire Entrance - The anchor base pole shall have a minimum conduit entry of 6" I.D. (4" I.D. for 18' and 20' posts).

Finish - The surface of the pole shall be uniform and consistent for the entire length of the pole. The resin shall contain pigment to improve ultraviolet resistance. Solid coloration will be throughout the structure of the pole. The finish coating will be pigmented urethane finish capable of withstanding exposure to ultraviolet, chemicals, and extreme weather conditions. The surface coating will be a minimum dry film thickness of 1½ mils. The pole color shall be black.

Handhole - The handhole will be 2½" round. The handhole cover shall be non-corrosive metal and painted to match the post. The handhole cover shall be concealed by the ornamental slip-over decorative base cover.

Anchor Base Poles - Anchor base poles will use electro galvanized steel anchor bases. The



anchor base shall be bonded to the post with high-strength epoxy adhesive and coated with matching urethane finish. The anchor base plate shall have four slotted holes at 90° to accommodate anchor bolts. The anchor bolt circle shall be 12", 14" or 16" depending on pole length.

Ornamental Base Cover - An ornamental decorative base cover shall be one piece and constructed of fiberglass or urethane and painted to match the pole. The base cover will be attached to the pole with stainless steel hex socket locking screws. The style of the base cover shall be equal to the Whatley Natchez Series 373 as shown on the drawings.

**907-683.02.2.2-- Luminaires.**

Luminaire - The Luminaire shall be a post-top mounted high efficiency acorn style fixture with a 9-inch diameter base using a high efficiency, Illuminating Engineering Society (I.E.S.) Type III prismatic polycarbonate and an acorn style glow top. An internal reflector or glass refractor shall not be used. The set screws for the globe shall be interchangeable with the pole fitter screws. All I.E.S. photometric files to be readily available through manufacturer's web site.

The luminaires shall be equal to the following Cooper Streetworks Westminster luminaires:

For mounting on 30' pole with single luminaire – Cooper WST-25-S-P-4-33-X-1-X-24PU (Type A)

For mounting on 30' pole with back-to-back luminaires – Cooper WST-25-S-P-4-33-X-1-X-24PU (Type B)

For mounting on 20' pole with single luminaire – Cooper WST-25-S-P-4-33-X-1-X-24PU (Type C)

For mounting on 18' pole with back-to-back luminaires – Cooper WST-15-S-P-4-33-X-1-X-24PU (Type D)

Globe - The globe shall have a 9" diameter base using high efficiency, I.E.S Type III prismatic polycarbonate and an acorn style glow top. Internal reflector or glass refractor shall not be used. The set screws for the globe shall be interchangeable with the pole fitter screws. All I.E.S. photometric files to be readily available through manufactures web site.

Balast - The ballast shall be easily accessible in an upper housing using a latch/strike plate connection to open a tilt-back power module. Ballast and fixture shall be from same manufacture. The ballast shall be 240 Volt AC, 60 Hertz.

Socket - A mogul-base socket shall be used for 150W and 250W High Pressure Sodium. An encapsulated plug in starter shall be used.

Photocontrol - A NEMA twistlock photocontrol receptacle shall be located in the lower housing. Photocontrol shall be unfiltered, silicon, "fail-on", sensor, multi volt (105-305), 1.5 ± 0.3 ftc turn on level, Neoprene gasketed, solid brass plug blades, capacitor rated at least 105°C, 320 joule MOV, DC relay.

At the end of Subsection 683.02, on page 574, add the following:

**907-683.02.5--Floodlight Type Lighting Assembly**

**907-683.02.5.1-- Luminaire.** Luminaire shall be a direct burial floodlight with the following features:

- Above-Grade Housing - One-piece, cast, low copper (< 0.6% Cu) aluminum or bronze. Six captive 5/16" blackened stainless steel hex-socket cap screws attach housing to composite body. One-piece high temperature silicone gasket seals housing to composite body.
- Lens Frame – One-piece, cast, low copper (< 0.6% Cu) aluminum or bronze. Six captive 1/4" blackened stainless steel hex-socket cap screws attach lens frame to housing. One-piece molded high temperature silicone gasket.
- Lens – 3/16" impact resistant clear tempered glass enclosed by a one-piece high temperature silicone gasket.
- Below-Grade Housing – High temperature, compression molded, fiberglass impregnated, 3/16" min. wall composite. Charcoal gray. No top lip to trap dirt and moisture. Solid brass knurled inserts molded-in to receive above-grade housing screws. Separate splice and ballast compartments with individual cast aluminum internal covers with silicone gaskets. Two 3/4" NPT in bottom for through wiring, 45-cubic inch splice area. Housing supplied with protective plastic mask for clean and easy installation in concrete pad
- Reflector Assemblies – Interchangeable. Specular aluminum optical components mounted to aluminum frame. Reflector assembly snaps into fixture housing with spring clips and is adjustable from outside through a sealed access hole. Sockets are 4KV porcelain medium base for high intensity discharge (H.I.D).

The luminaire shall be KIM Lighting Cat. No. DBF19/175MH240/DF, or approved equal.

**907-683.02.5.2--Ballast.** Ballast shall be high power factor, -20°F starting and for a 175-watt metal halide, H.I.D. lamp at 240 volts with double fusing. Ballast shall be factory pre-wired and mounted to ballast compartment cover. Anti-siphon barriers shall be on all wiring to and from ballast compartment and lamp compartment. All components shall be wire linked for ground with quick disconnect for removal of optical system.

**907-683.02.5.3--Finish.** The finish shall be cast aluminum housing and lens frame are finished in Super TGIC thermoset polyester powder coat over clear anodizing. Color shall be black. Powder coating shall be 2.5 mil nominal thickness, and all components shall be thoroughly cleaned and primed with a Titanated Zirconium conversion coating prior to powder coating. Cast bronze housing and lens frame finish shall be natural as cast. The fixture assembly shall be IP68 rated to be completely protected from dust and water from all directions.

**907-683.03--Construction.** At the end of Subsection 683.03, on page 575, add the following:

**907-683.03.5--Floodlight Type Lighting Assemblies.** All component parts of the floodlight lighting assemblies shall be installed as per the manufacturer's guidelines and as detailed on the drawings. Floodlight type assemblies shall be properly aimed.

**907-683.10.4-Method of Measurement.** At the end of Subsection 683.04, on page 575, add the following:

Floodlights lighting assemblies of the type specified will be measured complete in place as unit quantities per each. Such measurement shall include luminaires lamp, wiring, fuses, and mounting hardware. Miscellaneous support items and other incidentals required for proper installation of the floodlight lighting assemblies will not be measured for separate payment, but shall be included in the contract unit price per each installation.

**907-683.10.5--Basis of Payment.** After the third paragraph of Subsection 683.05 on page 576, add the following:

Floodlight lighting assemblies, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for completing the work.

Delete Pay Item 683-B on page 576 and substitute the following:

907-683-B: Lighting Assembly, Low Mast, Type\_\_\_\_ - per each

After the last pay item listed on page 576, add the following:

907-683-E: Lighting Assembly, Floodlight, Type\_\_\_\_ - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 11/03/2004

SUBJECT: Synthetic Structural Fiber Reinforcement

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

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-809-1

CODE: (SP)

DATE: 04/29/2005

SUBJECT: Plantable Modular Retaining Wall System

PROJECT: NH-0009-01(112) / 103120 -- Adams County

Section 809, Retaining Wall Systems, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Plantable Modular Retaining Wall Systems only.

**907-809.01--Description.** This work shall consist of providing and installing plantable modular retaining wall systems upon a structural granular base, complete, with the locations, grades, lines, configurations, dimensions and other requirements shown on the plans or established in the field.

### **907-809.02--Materials.**

**907-809.02.1--General.** All materials used in this construction shall be approval by the Engineer. The Contractor shall submit six (6) copies of brochures and color charts for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

**907-809.02.2--Crushed Stone Leveling Pad.** The crushed stone leveling pad shall consist of  $\frac{3}{4}$  to 1-inch minus durable crushed stone with at least 15 but not more than 35 percent by weight passing the No. 200 sieve.

**907-809.02.3--Select Drainage Fill.** The select drainage fill shall be  $\frac{3}{4}$  to 1-inch clean, durable crushed stone with less than five (5) percent by weight passing the No. 200 sieve.

**907-809.02.4--Reinforced Wall Backfill.** Reinforced wall backfill material shall be cohesive soil with a liquid limit not to exceed 45 and a plasticity index (PI) less than 20. The material shall be free of rubble, boulders, cobbles, and gravel, and not contain more than five (5) percent organic matter by weight.

**907-809.02.5--Geo-Reinforcement and Synthetic Filter Fabrics.** All Geo-Reinforcement materials and Synthetic Filter Fabrics shall be as manufactured by T. C. Mirafi, or approved equal.

Geo-reinforcement material shall consist of Mirafi SRW200. Synthetic filter fabric surrounding the blanket drains and lining the back face of the wall shall be Mirafi 140NL.

Material shall be stored above -20°F and be shaded from prolonged exposure to direct sunlight. Rolled reinforcing material may be laid flat or stood on end for storage. Mud, wet cement, epoxy, and like materials shall be prevented from coming in contact with or affixing themselves to the geo-reinforcement or filter fabric products.

**907-809.02.6--Retaining Wall Units.** Retaining wall units shall be Alpenstein 20 block units, as manufactured by Kirchner Block and Brick, Inc., St. Louis, MO, or approved equal. Block units shall be 16.5 inches wide by 6.75 inches high with a front height of 8.25 inches. Alpenstein 20 blocks shall be 20 inches deep and weigh approximately 79 pounds each. The concrete used to construct the units shall have a minimum 28-day compressive strength of 3000 psi in accordance with ASTM C 90. Materials shall be protected at the job site and kept free from damage prior to installation.

**907-809.02.7--Topsoil.** Topsoil, required for filling the block cavity, shall be as specified on the drawings and in Section 211 of the Standard Specifications.

**907-809.03--Construction Requirements.**

**907-809.03.1--Foundation Soil Preparation.** Vegetation and topsoil shall be removed in the area of the reinforced fill zone. Material shall be excavated for the wall as required to achieve the required geo-reinforcement length and leveling pad depth, such that the lowest block course is embedded a minimum of 6.75 inches (one block course) below the finished grade at the base of the wall at all locations.

Foundation soil shall be excavated as required to expose natural undisturbed soil or compacted fill suitable for the support of the wall at the maximum allowable net bearing pressure. The base of the excavation shall be free of loose soil or rock, uncompacted fill, water, frozen material, or other deleterious matter. If uncompacted fill or other unsuitable soil is encountered at the base of the excavation, the unsuitable material at the base of the reinforced zone shall be removed and replaced with compacted material, in accordance with compaction requirements set forth elsewhere in these specifications.

**907-809.03.2--Wall Erection.** The crushed rock leveling pad shall be constructed as shown in the detail drawing. The leveling pad shall be at least six inches (6") thick after compaction. The leveling pad shall extend at least three inches (3") beyond the front and back edges of the first block course.

The initial block course must be carefully positioned to ensure proper wall alignment. To ensure that the block units are properly aligned, a thin veneer of fine to medium-grained sand not to exceed one inch (1") in thickness may be spread over the prepared footing to aid in leveling and provide full contact with the prepared footing. Install first course of wall units at a minimum depth of 6.75 inches below grade on the prepared leveling pad. The horizontal distance between adjacent blocks should be 9±1 inches in order to maximize contact between successive block layers.

Block units shall remain below grade a minimum of 6.75 inches at all locations and be "stepped" where necessary to accommodate sloping grades. The maximum vertical step should not exceed two block courses.

The next course shall be installed by stacking tightly against the shield of the lower block in a running bond pattern, resulting in an inclination of 20° to the vertical. A horizontal spacing of 9±1 inches shall be maintained between adjacent blocks for straight walls. Horizontal spacing for concave or convex walls will vary for successive block courses but shall not exceed 10 inches.

See specifications elsewhere on this sheet for geo-reinforcement installation procedures.

The alignment and inclination of the wall must be inspected frequently during construction and adjusted as necessary to maintain proper alignment. Blocks may be leveled using mortar as fill between blocks or durable, non-degradable shims may be used as needed.

**907-809.03.3--Wall Drainage.** The blanket drain shall be installed for the length of the wall as shown on the detail drawing. The blanket drain shall be installed above the grade at the base of the wall. Synthetic filter fabric shall be installed around the 6-inch-thick layer of select drainage fill and along the back face of the wall as construction proceeds to prevent the migration of soil fines into the drainage material and through the openings between blocks. The front edge of the blanket drain shall maintain full contact with the back of the block. A minimum of three inches (3") of backfill shall be present between the fabric-wrapped blanket drain and any geo-reinforcement layer.

Finished grading shall be performed such that positive drainage is established. The water shall sheet-flow over the top of the wall, flow away from the wall, or be directed around the wall, such as with a swale. Grading shall be performed near the base of the wall to establish a slope such that water will flow away from the base of the wall.

**907-809.03.4--Filling and Compaction.** Filling behind the wall and within the block cavities shall proceed as the wall is constructed. The height of the wall shall be kept not more than two block courses above the level of the backfill.

Reinforced wall backfill material shall be placed in maximum 8-inch-thick loose lifts and compact to at least 95 percent of the material's maximum dry density as determined by the standard proctor method (ASTM Designation: D 698). The moisture content of the backfill material must be within the range conducive for achieving the required compaction, which may require aeration or the addition of water depending on the moisture conditions prevailing at the time of construction.

Backfill shall be placed, spread, and compacted in such a manner that minimizes wrinkles and movement of the geo-reinforcement. Backfill shall be placed from the wall outward to ensure that the geo-reinforcement remains taut during the backfilling operation.

Fill materials shall be placed to lines and grades shown on construction plans. Tolerance of variations with grades shown shall be plus or minus 0.1 feet.

Topsoil or crushed stone used within the cavities of the blocks shall be tamped into place using a hand tamper.

Fill materials classified as cohesive and granular shall not be mixed.

**907-809.03.5--Geo-reinforcement Installation.** Refer to the construction drawings for required type, length, and elevation of geo-reinforcement layers. When cut in the field, geo-reinforcement layers can have a minimum tolerance of the specified length minus three inches (3"). Lengths shorter than this minimum will be rejected. The geo-reinforcement lengths shown on the plans include the portion of the geo-reinforcement layer to be embedded between the block courses.

The placement of the geo-reinforcements is shown on the construction drawings. Monitoring of the fill will be necessary to ensure that the geo-reinforcement layers are placed at the specified elevation. Geo-reinforcement layers placed outside of a plus or minus 4-inch zone of the geo-reinforcement design elevation will not be accepted. Removal of unacceptably placed geo-reinforcements will be required so that proper elevations can be obtained for the placement of the geo-reinforcement layers.

The geo-reinforcement shall be laid on top of the block units and horizontally on the compacted backfill. The geo-reinforcement must be connected to the wall units by embedding the geo-reinforcement between the block courses. The geo-reinforcement must be anchored and pulled taut before the backfill is placed over the geo-reinforcement.

Slack in the geo-reinforcement at the wall unit connections shall be removed prior to the placement of fill above the reinforcement. It is recommended that uniform tensioning of all reinforcement layers be accomplished throughout the height of the wall. Slack in the geo-reinforcement reinforcement will result in undesirable movements of the wall which will require repair by the Contractor at no additional cost to the State.

**907-809.03.6--Protection of Wall.** The design of the wall is based on conditions and loads imposed on the wall upon completion of the project. Prior to project completion, the wall is vulnerable to damages caused by construction activity adjacent to the wall. Of particular concern is the use of grading equipment on the retained backfill at the top of the wall.

Track-type construction equipment shall not be operated directly on the reinforcing material. Turning of track-type vehicles on fill layers placed atop the reinforcing material shall be kept to a minimum so as to prevent the tracks from displacing the fill and damaging the reinforcing material.

Rubber-tired equipment may pass directly on reinforcing material at slow speeds of less than 10 miles per hour. Sudden braking and sharp turning of vehicles shall be avoided.



Only equipment with a weight not exceeding one (1) ton can be used in the 3-foot zone immediately behind the back face of the wall. Equipment exceeding this weight limit, including scrapers, high-lifts, dozers, bobcats, backhoes, motor graders, dump trucks, and pavers, must be kept a minimum of three feet (3') from the back face of the wall to avoid overstressing the geo-reinforcement and pushing the wall out of alignment. This restriction may require the use of hand labor to complete the wall. Equipment should be operated in a direction parallel to the alignment of the retaining wall. Equipment that is operated in a direction perpendicular to the wall face can push the wall out of alignment due to increased impact loading.

The surface of the wall backfill shall be graded at the end of each day of work to provide positive surface drainage away from the wall. Grading shall include proper contouring of fills in adjacent areas to prevent the flow of surface water into the retaining wall work area.

Uncontrolled infiltration from heavy rains during construction can cause severe erosion and undermining of unit block walls, requiring their removal and reconstruction in some instances. Care must be exercised during construction to prevent the infiltration of surface water into the work area behind the wall. The Contractor shall control surface water during wall construction and make all necessary repairs caused by surface water at no additional cost to the State.

**907-809.04--Method of Measurement.** Plantable modular retaining wall systems will be measured by the square foot.

Costs associated with excavation required for granular material, crushed stone leveling pad, select drainage fill, reinforced wall backfill, geo-reinforcement and synthetic filter fabrics, retaining wall units and topsoil will not be measured for separate payment.

**907-809.05--Basis of Payment.** Plantable modular retaining wall systems, measured as prescribed above, shall be paid for at the contract unit price bid per square foot, which price shall be full compensation for furnishing all materials and supplies, including topsoil for wall unit cavities; for performing all work necessary for each completed unit, including excavation and disposal of excavated material; and for all equipment, tools, labor and incidentals necessary to complete the work.

Plant materials and soil amendments (fertilizer) shall be paid for separately as noted in the Standard Specifications

Payment will be made under:

907-809-A: Plantable Modular Retaining Wall System - per square foot

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-830-1**

**CODE: (SP)**

**DATE: 05/25/2005**

**SUBJECT: Scupper Drains**

**PROJECT: NH-0009-01(112) / 103120 - Adams County**

Section 907-830, Scupper Drains, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## **SECTION 907-830 -- SCUPPER DRAINS**

**907-830.01--Description.** This item consists of furnishing all materials, fabrication, labor and equipment for construction of the scupper drains as shown on Working Sheet Nos. DET-1 & DET-2, and at locations shown on the construction plans. The scupper drain shall consist of the grate, drain box with outlet pipe, all mechanical joint restraining devices, mechanical joint ductile iron sleeve, mechanical joint transition gasket, all 8-inch restrained joint poly vinyl chloride (PVC) pipe, the mechanical joint ductile iron bend, and incidental items to complete the work. The scupper drains are located in the Mechanically Stabilized Earth Wall (MSEW) areas and within the areas of the cast-in-place wing walls on the project and serve as a watertight system for draining the roadway.

**907-830.02--Materials.** The Contractor shall make arrangements to purchase or manufacture all applicable materials for this drainage system.

Grate: Each grate shall be as shown on the plans.

Frame: Each grate frame shall be constructed to the dimensions shown on the plans. The grate frame shall be galvanized after fabrication in accordance with ASTM Designation: A 123.

Drain Box with Outlet Pipe: All materials for the drain box and outlet pipe shall be ASTM Designation: A709, Grade 36 steel and shall be fabricated from 3/8-inch thick plate to the dimensions and grades shown on the special detail. The drain box and outlet pipe shall be galvanized after fabrication in accordance with ASTM Designation: A 123.

Mechanical Joint Restraining Device: Mechanical joint restraining devices capable of gripping both C900 PVC and standard steel pipe surfaces shall be used. The restraint mechanism shall consist of a multiple of individually-actuated gripping surfaces to maximize the restraint capability. The restraining glands shall be manufactured of ductile iron conforming to ASTM Designation: A 536. The restraining glands shall have a pressure rating of 150 psi and be able to withstand a pull-out force of 24,000 pounds. The glands shall have been tested to ASTM Designation: F 1674, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The mechanical joint restraining devices shall be the EBAA Iron Series 2000PV or approved equal.

Mechanical Joint Ductile Iron Sleeve and Bend: The mechanical joint ductile iron pressure pipe fittings shall be manufactured in accordance with all applicable terms and provisions of ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 standards and shall be installed in the locations shown on the plans.

Installation shall be performed in accordance with manufacturer's recommended procedures.

Restrained Joint PVC Pipe: The vertical drop and the segment of the scupper drain that passes through the Mechanically Stabilized Earth Wall shall consist of restrained joint PVC pipe that meets all the requirements of AWWA C900 and meets a Class 150 pressure rating. The PVC pipe shall be eight inches (8") in diameter and have an outside diameter equal to that of a cast iron pipe. Scupper drains with pipe lengths greater than 20 feet shall be joined using a separate coupling with a beveled edge, built-in sealing gasket, and a restraining groove. The coupling shall have a restraining spline made from Nylon 101. Each pipe and coupling shall be hydrostatically tested at the factory at four (4) times its rated pressure for at least five seconds. Any field cuts of the pipe material shall be square and cut in accordance with procedures recommended by the pipe manufacturer. All installations shall be performed in accordance with manufacturer's recommended procedures. The pipe supplied shall be CertainTeed Certa-Lok pipe or approved equal. Any approved equal shall meet a restrained joint capacity (pull-out force) of 18,000 pounds.

**907-830.03--Construction Requirements.** Each scupper drain shall be installed behind the Mechanically Stabilized Earth Wall or cast-in-place concrete wing wall at the locations and to the flowlines indicated on the construction plans. The scupper drain shall exit the wall as shown on the construction plans and shall be constructed from the bottom of the wall to the top of grate as the wall construction progresses. The Contractor shall protect the scupper drain system from damage during compaction of the wall backfill. Adequate compaction shall be maintained in the vicinity of the scupper drain pipe for its full length. Reference should be made to Section 809 for compaction requirements. Scupper drain construction shall be coordinated with the MSEW contractor or cast-in-place concrete wing wall contractor.

**907-830.04--Measurement And Payment.** Scupper drains will be measured per each, which includes furnishing all materials, labor, equipment and other incidentals required to complete the work. Measurement for payment will include, but shall not be limited to the following items: the grate and frame, drain box with outlet pipe, all mechanical joint restraining devices, mechanical joint ductile iron sleeve, mechanical joint transition gasket, all 8-inch restrained joint PVC pipe, and the mechanical joint ductile iron bend.

**907-830.05--Basis of Payment.** Scupper drains, measured as prescribed above, will be paid for at the contract unit price bid per each.

Payment will be made under:

907-830-A: Scupper Drains

- per each

### **SPECIAL PROVISION NO. 906-3**

#### **Training Special Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SPECIAL PROVISION NO. 906-5**

### **2005 MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM**

#### **ALTERNATE TRAINING SPECIAL PROVISION**

##### **PURPOSE**

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

##### **INTRODUCTION**

The Year 2005 OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

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

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

##### **FUNDING**

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

##### **PROCEDURE**

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

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

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

**DISBURSEMENT OF FUNDS**

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

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

Contractor's Name  
Mailing Address

Trainee Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Type of Program \_\_\_\_\_

Total Number of Training Hours Required \_\_\_\_\_

Training Hours Completed for Reimbursement \_\_\_\_\_

Type of Statement: Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Annual \_\_\_\_\_

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

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_



## **TRAINING PROGRAM APPROVAL**

- A. To use the OJT Program on highway construction projects, the contractor will notify the Department [Office of Civil Rights](#) using the Request for On-the-Job Training Program Approval. The notification must include the following information:
- Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Anticipated date of trainee employment
  - Number of classroom training hours by subject
- B. If a contractor chooses to use a training program different from those listed in the OJT Program, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
  2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
  3. Minimum wage.
  4. Trainee certification of completion.
  5. Records and reports submitted to the [Office of Civil Rights](#) on a quarterly basis.

## **DEPARTMENT RESPONSIBILITY**

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

## **CONTRACTOR RESPONSIBILITY**

1. Trainees must be identified on payrolls (i.e. dragline trainee).

2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the quarterly training report.
3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the [Office of Civil Rights](#) with an explanation (*refer to 2 above*).
5. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
6. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the [Office of Civil Rights](#) must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
7. Program reimbursements will be made directly to the prime or sub contractor.

### **CLASSROOM TRAINING**

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

### **WAGE RATE**

1. The wage rate for all trainees is \$5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.

2. For the purpose of this training program, a quarter does not represent three months. The first two quarters of a 500-hour training program would end after 250 hours. On a 750-hour training program, the first two quarters would end after 375 hours, the third quarter after 560 or an additional 186 hours of work and the fourth after 750 hours.

### **JOURNEY WORKER RATIO**

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

### **RECRUITMENT AND SELECTION PROCEDURES**

#### A. Prerequisites for Trainees

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

#### B. Licenses

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

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

#### C. Recruitment

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

#### D. Selection

1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
  2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
  3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
  4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the [Office of Civil Rights](#) with the other required information as part of the approval process for trainees.
- **NOTE:** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

# SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

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

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

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

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

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

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

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

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

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

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

**SECTION 905 -- PROPOSAL (CONTINUED)**

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

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

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

(To be filled in if a corporation)

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

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

WORK NECESSARY TO CONSTRUCT AN INTERCHANGE AT US HIGHWAY 61 AND LIBERTY ROAD IN NATCHEZ, KNOWN AS FEDERAL AID PROJECT NO. NH-0009-01(112) / 103120, IN THE COUNTY OF ADAMS, STATE OF MISSISSIPPI.

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

\*\*\* SPECIAL NOTICE TO BIDDERS \*\*\*

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

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

BID SCHEDULE

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DIRECT PAY ITEMS</u>									
(10)	201-A			lump sum	Clearing and Grubbing	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(20)	201-B			1 acre	Clearing and Grubbing				
(30)	202-A			lump sum	Removal of Obstructions	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(40)	202-B			4,193 linear foot	Removal of Curb, All Types				

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 2)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B		3,686 linear foot		Removal of Concrete Combination Curb & Gutter				
(60)	202-B		839 linear foot		Removal of Guard Rail				
(70)	202-B		2,727 linear foot		Removal of Pipe, All Sizes				
(80)	202-B		15 each		Removal of Inlet and Junction Box, All Types & Sizes				
(90)	202-B		17,965 square yard		Removal of Asphalt Pavement, All Depths				
(100)	202-B		22,726 square yard		Removal of Concrete Overlaid w/ Asphalt Pavement, All Depths				
(110)	202-B		4,732 square yard		Removal of Concrete Pavement, All Depths				

(05/03/2005)



## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 3)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	202-B		11,701 square yard		Removal of Asphalt Driveways, All Depths				
(130)	202-B		15,093 square yard		Removal of Concrete Driveways, All Depths				
(140)	202-B		325 square yard		Removal of Concrete Sidewalk				
(150)	202-B		155 square yard		Removal of Concrete Median & Island Pavement, All Depths				
(160)	202-B		45 linear foot		Removal of Box Culvert				
(170)	202-B		41 each		Removal of Sign, Ground Mounted with Posts				
(180)	202-B		7 each		Removal of Sign Including Post & Footing				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 4)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(200)	202-B		7,198 square yard		Removal of Soil Cement with Asphalt Overlay				
(210)	202-B		6 mile		Removal of Traffic Stripe				
(220)	203-A	(E)	39,975 cubic yard		Unclassified Excavation, FM, AH				
(230)	203-EX	(E)	5,000 cubic yard		Borrow Excavation, AH, FME, Class B9-6				
(240)	203-G	(E)	145,892 cubic yard		Excess Excavation, FM, AH				
(250)	203-I		500 square yard		Site Grading				
(260)	206-A	(S)	7,569 cubic yard		Structure Excavation				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 5)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(270)	211-B	(E)	200 cubic yard		Topsoil for Slope Treatment, Contractor Furnished				
(280)	211-C	(E)	3,321 cubic yard		Topsoil for Plant Holes, Contractor Furnished				
(290)	212-A		32,428 square yard		Light Ground Preparation				
(300)	212-B		15,972 square yard		Standard Ground Preparation				
(310)	213-B		2 ton		Combination Fertilizer, 13-13-13				
(320)	213-B		1 ton		Combination Fertilizer, 8-8-8				
(330)	213-D		1 ton		Ammonium Nitrate				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 6)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(340)	214-A			10 acre	Seeding, Bermudagrass				
(350)	214-A			3 acre	Seeding, Annual Rye Grass				
(360)	215-A			20 ton	Vegetative Materials for Mulch				
(370)	216-A			2,310 square yard	Solid Sodding				
(380)	217-A			506 square yard	Ditch Liner				
(390)	220-A			10 acre	Insect Pest Control	30.0000		300.00	
(400)	221-A	(S)		126 cubic yard	Portland Cement Concrete Paved Ditch				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 7)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(410)	223-A			10 acre	Mowing	30	0000	300	00
(420)	230-A			220 each	Shrub Planting, Pampas Grass				
(430)	230-A			13 each	Shrub Planting, Thorny Elaeagnus				
(440)	230-A			189 each	Shrub Planting, Calypso Oleander				
(450)	230-A			3,091 each	Shrub Planting, Ballerina Indian Hawthorn				
(460)	230-A			657 each	Shrub Planting, Dwarf Yaupon Holly				
(470)	230-A			366 each	Shrub Planting, Carissa Holly				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 8)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(480)	230-A		31 each		Shrub Planting, Border Forsythia				
(490)	230-A		289 each		Shrub Planting, Glossy Abelia				
(500)	230-A		4 each		Shrub Planting, Nellie R. Stevens Holly				
(510)	230-A		347 each		Shrub Planting, Burgundy Loropetalum				
(520)	230-A		600 each		Shrub Planting, Pink Creeping Phlox				
(530)	230-A		300 each		Shrub Planting, Lantana New Gold				
(540)	230-A		600 each		Shrub Planting, Homestead Purple Verbena				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 9)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(550)	230-A		300	each	Shrub Planting, Dwarf Stella De Oro Daylily				
(560)	230-A		300	each	Shrub Planting, Mondo Grass				
(570)	230-A		300	each	Shrub Planting, Butterfly Blue Pincushion Flower				
(580)	230-A		300	each	Shrub Planting, Goldstrum Black Eyed Susan				
(590)	230-A		300	each	Shrub Planting, Black-Eyed Stella Daylily				
(600)	230-A		1,450	each	Shrub Planting, Jonquilla Narcissus				
(610)	230-A		5,243	each	Shrub Planting, Majestic Liriope				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 10)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(620)	230-A		40,363	each	Shrub Planting, Silver Dragon Liriope				
(630)	230-A		3,468	each	Shrub Planting, Asiatic Jasmine				
(640)	230-A		2,958	each	Shrub Planting, Stella D'Or Daylily				
(650)	230-A		734	each	Shrub Planting, 'Bar Harbor' Juniper				
(660)	230-A		463	each	Shrub Planting, 'Blue Rug' Juniper				
(670)	230-B		75	each	Tree Planting, Southern Magnolia				
(680)	230-B		78	each	Tree Planting, Bald Cypress				

(05/03/2005)



SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 11)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(690)	230-B			43 each	Tree Planting, October Glory Red Maple				
(700)	230-B			6 each	Tree Planting, Willow Oak				
(710)	230-B			54 each	Tree Planting, Scarlett Oak				
(720)	230-B			25 each	Tree Planting, Water Oak				
(730)	230-B			36 each	Tree Planting, Shumard Oak				
(740)	230-B			75 each	Tree Planting, Natchez Crape Myrtle				
(750)	230-B			104 each	Tree Planting, Biloxi Crapemyrtle				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 12)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(760)	230-B		36 each		Tree Planting, Muskogee Crape Myrtle				
(770)	230-B		47 each		Tree Planting, American Holly				
(780)	230-B		34 each		Tree Planting, 'Burkii' Eastern Red Cedar				
(790)	230-B		60 each		Tree Planting, 'Little Gem' Magnolia				
(800)	907-230-C		2,601 linear foot		Bed Edging				
(810)	907-230-D		161,997 square foot		Bed Preparation				
(820)	232-A		5 M		Fertilizer for Woody Plant Material, Tablet, 10 gram				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 13)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(830)	232-A			3 M	Fertilizer for Woody Plant Material, Tablet, 21 gram				
(840)	907-233-A			38 cubic yard	Tree Bark Mulch, Type III				
(850)	907-233-A			30 cubic yard	Tree Bark Mulch, Type V				
(860)	234-A			1,200 linear foot	Temporary Silt Fence				
(870)	235-A			736 each	Temporary Erosion Checks				
(880)	907-282-A			10 each	Sprinkler Head, 1812-PRS-8Q				
(890)	907-282-A			492 each	Sprinkler Head, 1812-PRS-8H				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 14)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(900)	907-282-A			26 each	Sprinkler Head, 1812-PRS-15Q				
(910)	907-282-A			175 each	Sprinkler Head, 1812-PRS-15H				
(920)	907-282-A			12 each	Sprinkler Head, 1812-PRS-15TQ				
(930)	907-282-A			70 each	Sprinkler Head, 1812-PRS-15F				
(940)	907-282-A			9 each	Sprinkler Head, T-12-SAM-PC-T30-1.0				
(950)	907-282-A			12 each	Sprinkler Head, T-12-SAM-PC-T30-2.0				
(960)	907-282-A			4 each	Sprinkler Head, T-12-SAM-PC-T30-2.5				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 15)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(970)	907-282-A			8 each	Sprinkler Head, T-12-SAM-PC-T30-4.0				
(980)	907-282-A			18 each	Sprinkler Head, R-50-SAM-PC-1.5				
(990)	907-282-A			210 each	Sprinkler Head, R-50-SAM-PC-3.0				
(1000)	907-282-A			84 each	Sprinkler Head, R-50-SAM-PC-4.0				
(1010)	907-282-A			66 each	Sprinkler Head, R-50-SAM-PC-6.0				
(1020)	907-282-B			3,433 linear foot	Piping, 1/2" Diameter				
(1030)	907-282-B			5,045 linear foot	Piping, 3/4" Diameter				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 16)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1040)	907-282-B		4,690 linear foot		Piping, 1" Diameter				
(1050)	907-282-B		4,621 linear foot		Piping, 1 1/4" Diameter				
(1060)	907-282-B		1,424 linear foot		Piping, 1 1/2" Diameter				
(1070)	907-282-B		1,978 linear foot		Piping, 2" Diameter				
(1080)	907-282-B		639 linear foot		Piping, 2 1/2" Diameter				
(1090)	907-282-B		6,067 linear foot		Piping, 4" Diameter				
(1100)	907-282-C		1,401 linear foot		Sleeves, 6-inch Diameter				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 17)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1110)	907-282-D		26,787 linear foot		Valve Control Wire				
(1120)	907-282-E		21,848 linear foot		Trench Excavation and Backfill				
(1130)	907-282-F		2 each		Meter With Meter Box, 3"				
(1140)	907-282-G		1 each		Electric Controller, 20 Station				
(1150)	907-282-G		1 each		Electric Controller, 32 Station				
(1160)	907-282-H		40 each		Electric Control Valve, 2"				
(1170)	907-282-I		2 each		Backflow Preventer, 2 1/2"				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 18)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1180) 907-282-J			11 each		Isolation Valve, 4"				
(1190) 907-282-K			8 each		Quick Coupler Key with Hose and Swivel				
(1200) 304-B		(GT)	9,481 ton		Granular Material, Class 6, Group C				
(1210) 304-B		(GT)	26,697 ton		Granular Material, Class 5, Group C				
(1220) 304-F		(GT)	22,694 ton		3/4" and Down Crushed Stone Base				
(1230) 403-A		(B) (A1)	1,167 ton		Hot Mix Asphalt, HT, 12.5-mm mixture				
(1240) 403-A		(B) (A1)	24,012 ton		Hot Mix Asphalt, HT, 19-mm mixture				

(05/03/2005)



SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 19)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1250) 403-D		(B) (A1)	5,942 ton		Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified				
(1260) 403-D		(B) (A1)	6,866 ton		Hot Mix Asphalt, HT, 9.5-mm mixture, Polymer Modified				
(1270) 406-A			20,924 square yard		Cold Milling of Bituminous Pavement, All Depths				
(1280) 408-A		(A3)	3,923 gallon		Asphalt for Prime Coat, Cut-Back MC-70 or Emulsified EA-1				
(1290) 409-A			60,540 square yard		Geotextile Fabric For Underseal, Type V				
(1300) 423-A			2 mile		Rumble Strips, Ground In				
(1310) 501-E			810 linear foot		Expansion Joints, Without Dowels				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 20)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1320) 501-K			2,838 square yard		Transverse Grooving				
(1330) 502-A		(C)	537 square yard		Reinforced Cement Concrete Bridge End Pavement				
(1340) 601-B		(S)	276 cubic yard		Class "B" Structural Concrete, Minor Structures				
(1350) 602-A		(S)	21,098 pound		Reinforcing Steel				
(1360) 603-CA		(S)	3,380 linear foot		18" Reinforced Concrete Pipe, Class III				
(1370) 603-CA		(S)	2,446 linear foot		24" Reinforced Concrete Pipe, Class III				
(1380) 603-CA		(S)	12 linear foot		30" Reinforced Concrete Pipe, Class III				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 21)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1390)	603-CA	(S)	572 linear foot		36" Reinforced Concrete Pipe, Class III				
(1400)	603-CA	(S)	72 linear foot		42" Reinforced Concrete Pipe, Class III				
(1410)	603-CA	(S)	72 linear foot		48" Reinforced Concrete Pipe, Class III				
(1420)	603-CA	(S)	360 linear foot		66" Reinforced Concrete Pipe, Class IV				
(1430)	603-CB	(S)	1 each		18" Reinforced Concrete End Section				
(1440)	603-CB	(S)	5 each		24" Reinforced Concrete End Section				
(1450)	603-CB	(S)	1 each		30" Reinforced Concrete End Section				

(05/03/2005)

## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 22)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1460)	603-CB	(S)		6 each	36" Reinforced Concrete End Section				
(1470)	603-CB	(S)		1 each	48" Reinforced Concrete End Section				
(1480)	603-CB	(S)		1 each	66" Reinforced Concrete End Section				
(1490)	603-MC			348 linear foot	73" x 55" Aluminim Coated Corrugated Metal Arch Pipe, 14 Gage, 3" x 1" Corrugations				
(1500)	604-A			7,734 pound	Castings				
(1510)	604-B			1,717 pound	Gratings				
(1520)	604-C	(S)		29 linear foot	Precast Manhole, 48" Diameter				

(05/03/2005)

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 23)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1530) 606-B			275 linear foot		Guard Rail, Class A, Type 1, 'W' Beam				
(1540) 606-D			2 each		Guard Rail, Bridge End Section, Type I				
(1550) 606-E			2 each		Guard Rail, Terminal End Section				
(1560) 608-A		(S)	619 square yard		Concrete Sidewalk, Without Reinforcement				
(1570) 609-B		(S)	1,200 linear foot		Concrete Curb, Header				
(1580) 609-D		(S)	202 linear foot		Combination Concrete Curb and Gutter Type 1 Modified				
(1590) 609-D		(S)	2,980 linear foot		Combination Concrete Curb and Gutter Type 2 Modified				

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## SECTION 905

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PROPOSAL (Sheet No. 2- 24)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1600) 609-D		(S)	13,505 linear foot		Combination Concrete Curb and Gutter Type 3A Modified				
(1610) 907-611-D			3,175 square foot		Unit Pavers				
(1620) 907-611-E			82 linear foot		Concrete Band				
(1630) 613-D			2 each		Adjustment of Existing Curb Inlet				
(1640) 614-B		(S)	2,113 square yard		Concrete Driveway, With Reinforcement				
(1650) 616-A		(S)	25 square yard		Concrete Median and/or Island Pavement, 4-inch				
(1660) 616-A		(S)	58 square yard		Concrete Median and/or Island Pavement, 5.5-inch				

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## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 25)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1670) 616-A		(S)	42 square yard		Concrete Median and/or Island Pavement, 7.5-inch				
(1680) 616-A		(S)	25 square yard		Concrete Median and/or Island Pavement, 12-inch				
(1690) 617-A			29 each		Right-of-Way Markers, Type II				
(1700) 619-A1			148,858 linear foot		Temporary Traffic Stripe, Continuous White				
(1710) 619-A2			115,138 linear foot		Temporary Traffic Stripe, Continuous Yellow				
(1720) 619-A3			89,287 linear foot		Temporary Traffic Stripe, Skip White				
(1730) 619-A4			2,343 linear foot		Temporary Traffic Stripe, Skip Yellow				

(05/03/2005)

SECTION 905

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PROPOSAL (Sheet No. 2- 26)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1740) 619-A5			27,192 linear foot		Temporary Traffic Stripe, Detail				
(1750) 619-A6			4,826 square foot		Temporary Traffic Stripe, Legend				
(1760) 619-A6			15,419 linear foot		Temporary Traffic Stripe, Legend				
(1770) 619-C6			2,461 each		Red-Clear Reflective High Performance Raised Marker				
(1780) 619-D1			637 square foot		Standard Roadside Construction Signs, Less than 10 Square Feet				
(1790) 619-D2			746 square foot		Standard Roadside Construction Signs, 10 Square Feet or More				
(1800) 619-F1			2,806 linear foot		Portable Median Barrier				

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SECTION 905

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PROPOSAL (Sheet No. 2- 27)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1810) 619-F1			1,052 linear foot		Concrete Median Barrier, Precast				
(1820) 619-F2			2,806 linear foot		Remove and Reset Portable Median Barrier				
(1830) 619-G4			360 linear foot		Barricades, Type III, Single Faced				
(1840) 619-G4			24 linear foot		Barricades, Type III, Double Faced				
(1850) 619-G5			303 each		Free Standing Plastic Drums				
(1860) 619-G8			12 each		Warning Lights, Type "C"				
(1870) 619-H1			lump sum		Traffic Signals	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SECTION 905

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PROPOSAL (Sheet No. 2- 28)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1880) 626-A			14,508	linear foot	6" Thermoplastic Traffic Stripe, Skip White				
(1890) 626-C			8,407	linear foot	6" Thermoplastic Edge Stripe, Continuous White				
(1900) 626-D			2,343	linear foot	6" Thermoplastic Traffic Stripe, Skip Yellow				
(1910) 626-E			5,123	linear foot	6" Thermoplastic Traffic Stripe, Continuous Yellow				
(1920) 626-F			3,633	linear foot	6" Thermoplastic Edge Stripe, Continuous Yellow				
(1930) 626-G			14,341	linear foot	Thermoplastic Detail Stripe, White				
(1940) 626-G			11,939	linear foot	Thermoplastic Detail Stripe, Yellow				

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## SECTION 905

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PROPOSAL (Sheet No. 2- 29)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1950) 626-H			2,531 linear foot		Thermoplastic Legend, White				
(1960) 626-H			1,388 square foot		Thermoplastic Legend, White				
(1970) 627-K			826 each		Red-Clear Reflective High Performance Raised Markers				
(1980) 627-L			516 each		Two-Way Yellow Reflective High Performance Raised Markers				
(1990) 628-I			912 linear foot		6" High Performance Cold Plastic Traffic Stripe, Skip White				
(2000) 628-J			456 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous White				
(2010) 628-M			456 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				

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## SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 30)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2020) 630-A			152 square foot		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness				
(2030) 630-A			284 square foot		Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness				
(2040) 630-B			326 square foot		Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted				
(2050) 630-B			456 square foot		Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted				
(2060) 630-C			34 linear foot		Steel U-Section Posts, 2.0 lb/ft				
(2070) 630-C			411 linear foot		Steel U-Section Posts, 3.0 lb/ft				
(2080) 630-D			197 linear foot		Structural Steel Beams, W6 x 9				

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SECTION 905

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PROPOSAL (Sheet No. 2- 31)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2090) 630-E			191 pound		Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles				
(2100) 630-E			233 pound		Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar				
(2110) 630-F			12 each		Delineators, Guard Rail, White				
(2120) 630-G			2 each		Type 3 Object Markers, OM-3R, Post Mounted				
(2130) 630-I			lump sum		Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed	XXXXXXXXXXXX	XXXX		
(2140) 630-I			lump sum		Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed	XXXXXXXXXXXX	XXXX		
(2150) 630-K			44 linear foot		Welded & Seamless Steel Pipe Posts, 3"				

SECTION 905

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PROPOSAL (Sheet No. 2- 32)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2160) 630-K			31 linear foot		Welded & Seamless Steel Pipe Posts, 3 1/2"				
(2170) 630-K			129 linear foot		Welded & Seamless Steel Pipe Posts, 4"				
(2180) 635-A			4,254 linear foot		Vehicle Loop Assemblies				
(2190) 638-A			13 each		Loop Detector Amplifier, Card Rack Mounted, 4 Channel				
(2191) 636-A			7,300 linear foot		Shielded Cable, AWG #14, 4 Conductor				
(2200) 639-A			3 each		Traffic Signal Equipment Pole, Type II, 17' Shaft, 25' Arm				
(2210) 639-A			1 each		Traffic Signal Equipment Pole, Type II, 17' Shaft, 30' Arm				

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SECTION 905

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PROPOSAL (Sheet No. 2- 33)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2220) 639-A				2 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm				
(2230) 639-A				1 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 40' Arm				
(2240) 639-A				2 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 45' Arm				
(2250) 639-A				3 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 50' Arm				
(2260) 639-A				2 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 55' Arm				
(2270) 639-A				2 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 65' Arm				
(2280) 639-A				1 each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 70' Arm				

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SECTION 905

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PROPOSAL (Sheet No. 2- 34)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2290) 639-A				1 each	Traffic Signal Equipment Pole, Type III, 17' Shaft, 40' & 40' Arms				
(2300) 640-A				29 each	Traffic Signal Heads, Type 1 LED				
(2310) 640-A				6 each	Traffic Signal Heads, Type 3 LED				
(2320) 640-A				5 each	Traffic Signal Heads, Type 5 LED				
(2330) 640-A				4 each	Traffic Signal Heads, Type 6 LED				
(2340) 640-A				3 each	Traffic Signal Heads, Type 7 LED				
(2350) 642-A				5 each	Solid State Traffic Actuated Controllers, Type 8A				

(05/03/2005)



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PROPOSAL (Sheet No. 2- 35)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2360) 644-A			22 each		Optical Detector				
(2370) 644-B			5,010 linear foot		Optical Detector Cable				
(2380) 644-C			5 each		Phase Selector, 4 Channel				
(2390) 647-A			16 each		Pullbox, Type 1				
(2400) 647-A			26 each		Pullbox, Type 2				
(2410) 648-A			5 each		Radio Interconnect, Installed in New Controller Cabinet				
(2420) 653-B			187 square foot		Street Name Sign, Encapsulated Lens				

(05/03/2005)

SECTION 905

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PROPOSAL (Sheet No. 2- 36)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2430) 666-B			1,135 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 2 Conductor				
(2440) 666-B			375 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor				
(2450) 666-B			3,555 linear foot		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor				
(2460) 668-A			3,175 linear foot		Traffic Signal Conduit, Underground, Type 4, 1"				
(2470) 668-A			445 linear foot		Traffic Signal Conduit, Underground, Type 4, 2"				
(2480) 668-B			2,090 linear foot		Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"				
(2490) 668-B			655 linear foot		Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"				

(05/03/2005)

SECTION 905

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PROPOSAL (Sheet No. 2- 37)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2500) 682-A			5,092 linear foot		Underground Branch Circuit, AWG 2, 4 Conductor				
(2510) 682-A			5,781 linear foot		Underground Branch Circuit, AWG 4, 4 Conductor				
(2520) 682-A			691 linear foot		Underground Branch Circuit, AWG 8, 4 Conductor				
(2530) 682-B			1,345 linear foot		Underground Branch Circuit, Jacked or Bored, AWG 2, 4 Conductor				
(2540) 682-B			1,363 linear foot		Underground Branch Circuit, Jacked or Bored, AWG 4, 4 Conductor				
(2550) 682-B			600 linear foot		Underground Branch Circuit, Jacked or Bored, AWG 8, 4 Conductor				
(2560) 682-C			210 linear foot		Structure Mounted Branch Circuit, AWG 2, 4 Conductor				

(05/03/2005)

SECTION 905

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PROPOSAL (Sheet No. 2- 38)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2570) 682-C			585 linear foot		Structure Mounted Branch Circuit, AWG 10, 4 Conductor				
(2580) 682-D			18 each		Underground Pull Box				
(2590) 682-D			4 each		Structure Mounted Pull Box				
(2600) 682-E			90 each		Underground Junction Box				
(2610) 682-E			20 each		Structure Mounted Junction Box				
(2620) 682-F			2 each		Secondary Power Controllers				
(2630) 907-683-B			51 each		Lighting Assembly, Low Mast, Type 30-1-0-250				

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SECTION 905

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PROPOSAL (Sheet No. 2- 39)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2640)	907-683-B		17 each		Lighting Assembly, Low Mast, Type 30-2-1-250				
(2650)	907-683-B		17 each		Lighting Assembly, Low Mast, Type 20-1-0-250				
(2660)	907-683-B		6 each		Lighting Assembly, Low Mast, Type 18-2-1-150				
(2670)	683-C		20 each		Lighting Assembly, Underpass, Type E				
(2680)	907-683-E		6 each		Lighting Assembly, Floodlight, Type F				
(2690)	684-A		91 cubic yard		Pole Foundation, 30" Diameter				
(2700)	684-B		12 linear foot		Slip Casing, 30" Diameter				

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## SECTION 905

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PROPOSAL (Sheet No. 2- 40)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2710) 801-A		(S)	26,150 cubic yard		Foundation Excavation for Bridges				
(2720) 803-K		(S)	720 linear foot		Drilled Shaft, 24" Diameter				
(2730) 803-K		(S)	7,035 linear foot		Drilled Shaft, 36" Diameter				
(2740) 803-L		(S)	1 each		Test Shaft, 36" Diameter				
(2750) 803-M		(S)	50 linear foot		Trial Shaft, 36" Diameter				
(2760) 803-N		(S)	25 linear foot		Exploration				
(2770) 803-O		(S)	360 linear foot		Temporary Casing, 24" Diameter				

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## SECTION 905

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PROPOSAL (Sheet No. 2- 41)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2780) 803-O		(S)	2,345 linear foot		Temporary Casing, 36" Diameter				
(2790) 804-A		(S)	5,271 cubic yard		Bridge Concrete, Class AA				
(2800) 804-C		(S)	2,990 linear foot		94' Prestressed Concrete Beam, Type IV				
(2810) 805-A		(S)	811,666 pound		Reinforcement				
(2820) 809-A		(S)	1,780 square foot		Mechanically Stabilized Earth Wall System				
(2830) 907-809-A		(S)	4,046 square foot		Plantable Modular Retaining Wall System				
(2840) 810-C		(S)	9,489 pound		Miscellaneous Bridge Appurtenances				

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SECTION 905

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PROPOSAL (Sheet No. 2- 42)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(2850)	813-A	(S)	927 linear foot		Concrete Railing				
(2860)	813-E	(S)	927 linear foot		Metal Railing				
(2870)	907-830-A		10 each		Scupper Drain				
(2880)	907-831-PP		1,680 square foot		Precast Panels				
(2890)	907-831-PP		2,440 square foot		Brick Veneer				
(2900)	907-831-PP		815 square foot		Common Brick				
(2910)	907-831-PP		lump sum		Architectural Precast Pieces	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		



SECTION 905

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PROPOSAL (Sheet No. 2- 43)

Adams County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT

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

DEPENDENT PAY ITEMS

(2920) 618-A				lump sum	Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2930) 620-A				lump sum	Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(2940) 699-A				lump sum	Roadway Construction Stakes	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

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

SECTION 905

NH-0009-01(112) / 103120

PROPOSAL (Sheet No. 2- 44)

Adams County

TOTAL BID - DIRECT AND DEPENDENT ITEMS .....\$ \_\_\_\_\_

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.8 AND SUPPLEMENT.

1. I/We agree that no less than \_\_\_\_\_ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) \_\_\_\_\_ Small Business (WBE) \_\_\_\_\_

3. A joint venture with a Small Business (DBE/WBE): YES \_\_\_\_\_

\*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

\_\_\_\_\_

BIDDER'S SIGNATURE



**CONDITIONS FOR COMBINATION BID**

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

\*\*\*\*\*

**COMBINATION BID PROPOSAL**

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_\_\_\* of Subsection 102.11 on the following contracts:

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

<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed a total monetary value of \$ \_\_\_\_\_.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed \_\_\_\_\_ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Certification with regard to the Performance of Previous  
Contracts or Subcontracts subject to the Equal Opportunity  
Clause and the filing of Required Reports**

The Bidder \_\_\_\_\_, proposed Subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(COMPANY)

BY \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

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

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## CERTIFICATION (Execute in duplicate)

State of Mississippi

County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_  
\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. NH-0009-01(112) / 103120

in Adams County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.



Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature

(11/23/92F)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## CERTIFICATION (Execute in duplicate)

State of Mississippi

County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. NH-0009-01(112) / 103120

in Adams County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- f) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- g) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- h) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 3) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_  
Signature

(11/23/92F)

**S E C T I O N   9 0 2**

CONTRACT FOR   NH-0009-01(112) / 103120  

LOCATED IN THE COUNTY(IES) OF   Adams  

STATE OF MISSISSIPPI,  
COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor (s)

By \_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

Title \_\_\_\_\_

By \_\_\_\_\_

Signed and sealed in the presence of:  
(names and addresses of witnesses)

Executive Director

\_\_\_\_\_

\_\_\_\_\_

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

**S E C T I O N   9 0 3**

CONTRACT BOND FOR:   NH-0009-01(112) / 103120  

LOCATED IN THE COUNTY(IES) OF:   Adams  

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, \_\_\_\_\_

\_\_\_\_\_ Principal, a \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

and \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the State of Mississippi in the sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, lawful money of the United States of America, to be paid

to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

Signed and sealed this the \_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

The conditions of this bond are such, that whereas the said \_\_\_\_\_

\_\_\_\_\_ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of

\_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain projects(s)

in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on

file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

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

\_\_\_\_\_ in all things shall stand to and abide by and well and truly observe,

do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract,

contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the

manner and form and furnish all of the material and equipment specified in said contract in strict accordance with

the terms of said contract which said plans, specifications and special provisions are included in and form a part of

said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in

Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission

from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud,

or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil

action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State

authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or

otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

**SECTION 903 - CONTINUED**

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	_____
Title _____	_____
(Contractor's Seal)	(Name and Address of Local (Mississippi) Representative) (Surety Seal)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI  
LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: **NH-0009-01(112) / 103120**  
County: **Adams**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

\_\_\_\_\_  
**SUBMITTED BY (Signature)**

\_\_\_\_\_  
**FIRM NAME**

Submit this form to Contract Administration as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**HAUL PERMIT FOR BRIDGES**

**WITH**

**POSTED WEIGHT LIMITS**

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

**PROJECT: NH-0009-01(112) / 103120**

**COUNTIES: Adams**

**LOCATION: US HIGHWAY 61 & LIBERTY ROAD.**

A permit is issued to \_\_\_\_\_ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory weight limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for sub-contractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

\_\_\_\_\_  
EXECUTIVE DIRECTOR