SM No. CSTP005903081

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

(NONEXEMPT)

8
Site improvements to the Lauderdale Welcome Center, known as Federal Aid Project No. STP-0059-03(081) / 103146, in the County of Lauderdale, State of Mississippi.
Project Completion: September 30, 2007

NOTICE

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

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

SECTION 900

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

BIDDER CHECK LIST
(FOR INFORMATION ONLY)

_____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.

_____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.

_____ First sheet of SECTION 905--PROPOSAL has been completed.

_____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.

_____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.

_____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.

_____ Form OCR-485, when required by contract, has been completed and signed.

_____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.

_____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).

_____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.

_____ Subcontract Certificate, when included in contract, has been completed and signed.

_____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.

_____ A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included 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.

(09/2004)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 628 **CODE: (SP)**

DATE: **12/15/2005**

SUBJECT: **READVERTISEMENT**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

The contents of this proposal are the same as when advertised for the October 2005 Letting, except as follows:

Revised Advertisement;

Notice To Bidders No. 599 dated 12/15/2005, replaces same dated 9/16/2005;

Notice To Bidders No. 712, replaces 623;

Add this Notice to Bidders No. 628.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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NON-COLLUSION CERTIFICATE,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,
OCR-485,
HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, January 24, 2006; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Adminstration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, January 24, 2006, and shortly thereafter publicly opened for:

Site improvements to the Lauderdale Welcome Center, known as Federal Aid Project No. STP-0059-03(081) / 103146, in the County of Lauderdale, State of Mississippi.

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

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

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

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

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

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

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

LARRY L. "BUTCH" BROWN
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Governing Specifications**

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2 **CODE: (IS)**

DATE: **05/03/2004**

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

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

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

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

STATUS OF RIGHT-OF-WAY
STP-0059-03(081)
103146/302000
LAUDERDALE COUNTY
I-59 WELCOME CENTER
August 16, 2004

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

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STP-0059-03(081)
103146/302000
LAUDERDALE COUNTY
April 12, 2004

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES
STP-0059-03(081)
103146/302000
LAUDERDALE COUNTY
April 12, 2004

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

UTILITY STATUS REPORT

STP-0059-03(081) / 103146

Lauderdale County

June 8, 2004

There are no utilities that will conflict with construction. Contractor's operations should not be affected.

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 a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

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

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Federal Bridge Formula**

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

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

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

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

or

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Submission of Form OCR-485**

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 14 **CODE: (SP)**

DATE: **05/03/2004**

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

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

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

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

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

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

The Contractor shall make inspections in accordance with Part IV.C and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the form provided in Part IX with the inspection portion completed shall be sufficient. The weekly inspections must be documented monthly on the Inspection and Certification Form for Small Construction Erosion and Sediment Controls (Part IX) . The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

An amount equal to 25 percent (25%) of the total estimated value of the work performed during each period in which the Contractor fails to submit the completed monthly Inspection and Certification Form for Small Construction Erosion and Sediment Controls (Part IX) to the Project Engineer will be withheld from the Contractor's earned work. Thereafter, on subsequent

successive estimate periods, the percentage withheld will be increased at the rate of 25 percent per estimate period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly estimate for partial payment following the date the submittal of the completed monthly Inspection and Certification Form for Small Construction Erosion and Sediment Controls (Part IX) is brought back into compliance with this specification.

In summary, prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1). Also, prior to the commencement of construction on the project, the Contractor shall furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) for the Project Engineer's records.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

DATE: **09/01/2004**

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	Subsection	Change
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. 559 **CODE: (SP)**

DATE: **12/15/2005**

SUBJECT: **Contract Time**

PROJECT: **IM-0059-03(081) / 103146 – Lauderdale County**

Contract time is being established in order to provide time for utility relocations to be completed prior to beginning of contract time.

The calendar date for completion of work to be performed by the Contractor for this project shall be **September 30, 2007** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. Except as therein provided, it is anticipated that the Notice of Award will be issued by not later than **February 14, 2006** and the Notice to Proceed / Beginning of Contract Time will be **March 9, 2006**.

No Progress Schedule will be required for this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 560 **CODE: (SP)**

DATE: 07/07/2005

SUBJECT: Specialty Items

PROJECT: STP-0059-03(081) / 103146--LAUDERDALE COUNTY(IES)

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

CATEGORY: CONSTRUCTION STAKING

Ref No	Pay Item	Description
1730	699-A	Roadway Construction Stakes

CATEGORY: CURB

Ref No	Pay Item	Description
1400	609-C	Concrete Curb, Integral, Type 1
1410	609-D	Combination Concrete Curb and Gutter Type 1

CATEGORY: ELECTRICAL

Ref No	Pay Item	Description
760	907-259-B	Lighting Assembly, Bollards
770	907-259-C	Lighting Assembly, Flag Pole Lighting
780	907-259-D	Lighting Assembly, Sign Lighting
790	907-259-G	Lighting Assembly - Column Uplights
1590	682-A	Underground Branch Circuit, AWG 8, 3 Conductor
1600	682-A	Underground Branch Circuit, AWG 4, 3 Conductor
1610	682-A	Underground Branch Circuit, AWG 6, 3 Conductor
1620	682-B	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor
1630	682-B	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor
1640	682-B	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor
1650	682-D	Underground Pull Box
1660	682-F	Secondary Power Controllers
1670	907-683-B	Lighting Assembly, Low Mast, Type 30-1-0-250
1680	907-683-B	Lighting Assembly, Low Mast, Type 30-2-1-250

CATEGORY: ELECTRICAL

Ref No	Pay Item	Description
1690	684-A	Pole Foundation, 24" Diameter
1700	684-B	Slip Casing, 24" Diameter

CATEGORY: EROSION CONTROL

Ref No	Pay Item	Description
190	212-B	Standard Ground Preparation
200	907-213-A	Agricultural Limestone
210	213-B	Combination Fertilizer, 13-13-13
220	213-B	Combination Fertilizer, 8-8-8
230	213-C	Superphosphate
240	213-D	Ammonium Nitrate
250	214-A	Seeding, Bermudagrass
260	214-A	Seeding, Annual Rye Grass
270	215-A	Vegetative Materials for Mulch
280	216-B	Solid Sodding, Bermuda
290	907-222-A	Wildflower Seeding
300	223-A	Mowing
670	234-A	Temporary Silt Fence
680	235-A	Temporary Erosion Checks
690	236-A	Silt Basin, Type A Modified

CATEGORY: FENCE

Ref No	Pay Item	Description
1370	907-607-AA	Ornamental Iron Fence

CATEGORY: LANDSCAPING

Ref No	Pay Item	Description
180	211-C	Topsoil for Plant Holes, Contractor Furnished
310	907-230-A	Shrub Planting, Dwarf Yaupon Holly
320	907-230-A	Shrub Planting, Carpet Rose
330	907-230-A	Shrub Planting, Indian Hawthorn 'Pinkie'
340	907-230-A	Shrub Planting, Spirea 'Anthony Waterer'
350	907-230-A	Shrub Planting, Japanese Spirea 'Little Princess'
360	907-230-A	Shrub Planting, Ballerina Indian Hawthorn
370	907-230-A	Shrub Planting, Japanese Cleyera
380	907-230-A	Shrub Planting, Dwarf Juniper
390	907-230-A	Shrub Planting, Majestic Liriope
410	907-230-A	Shrub Planting, Japanese Spirea 'Gold Mound'
420	907-230-A	Shrub Planting, Carissa Holly
430	907-230-A	Shrub Planting, Asiatic Jasmine

CATEGORY: LANDSCAPING

Ref No	Pay Item	Description
440	907-230-A	Shrub Planting, Lilac Beauty Liriope
450	907-230-A	Shrub Planting, Big Blue Liriope
460	907-230-A	Shrub Planting, Variegated Liriope
470	907-230-A	Shrub Planting, Stella De Oro Daylily
480	907-230-A	Shrub Planting, Lantana New Gold
490	907-230-A	Shrub Planting, Pansy Mix
500	907-230-B	Tree Planting, Willow Oak
510	907-230-B	Tree Planting, Pin Oak
520	907-230-B	Tree Planting, Nutall Oak
530	907-230-B	Tree Planting, Drake Elm
540	907-230-B	Tree Planting, Crape Mytle 'Fantasy'
550	907-230-B	Tree Planting, Crape Mytle 'Watermelon Red'
560	907-230-B	Tree Planting, Sweetbay Magnolia
570	907-230-B	Tree Planting, Little Gem Magnolia
580	907-230-B	Tree Planting, Saucer Magnolia
590	907-230-B	Tree Planting, Foster's Holly
600	907-230-B	Tree Planting, Crape Mytle 'Cherokee'
610	907-230-C	Bed Edging
620	907-230-D	Bed Preparation
630	232-A	Fertilizer for Woody Plant Material, Tablet, 21 gram
640	232-A	Fertilizer for Woody Plant Material, Tablet, 10 gram
650	907-233-A	Tree Bark Mulch, Type III
660	907-233-A	Tree Bark Mulch, Type V
800	907-282-A	Sprinkler Head, 1812-PRS-8Q
810	907-282-A	Sprinkler Head, 1812-PRS-8H
820	907-282-A	Sprinkler Head, 1812-PRS-12Q
830	907-282-A	Sprinkler Head, 1812-PRS-12H
840	907-282-A	Sprinkler Head, 1812-PRS-12TQ
850	907-282-A	Sprinkler Head, 1812-PRS-12F
860	907-282-A	Sprinkler Head, 1812-PRS-15Q
870	907-282-A	Sprinkler Head, 1812-PRS-15H
880	907-282-A	Sprinkler Head, 1812-PRS-15TQ
890	907-282-A	Sprinkler Head, 1812-PRS-15F
900	907-282-A	Sprinkler Head, 1812-PRS-15EST
910	907-282-A	Sprinkler Head, 1812-PRS-15SST
920	907-282-A	Sprinkler Head, 1812-PRS-9SST
930	907-282-A	Sprinkler Head, 1804-PRS-15Q
940	907-282-A	Sprinkler Head, 1804-PRS-15H

CATEGORY: LANDSCAPING

Ref No	Pay Item	Description
950	907-282-A	Sprinkler Head, R50-SAM-PC-1.0
960	907-282-A	Sprinkler Head, R-50-SAM-PC-3.0
970	907-282-A	Sprinkler Head, R-50-SAM-PC-4.0
980	907-282-A	Sprinkler Head, R-50-SAM-PC-6.0
990	907-282-B	Piping, 1/2" Diameter
1000	907-282-B	Piping, 3/4" Diameter
1010	907-282-B	Piping, 1" Diameter
1020	907-282-B	Piping, 1 1/4" Diameter
1030	907-282-B	Piping, 1 1/2" Diameter
1040	907-282-B	Piping, 2" Diameter
1050	907-282-B	Piping, 2 1/2" Diameter
1060	907-282-B	Piping, 3" Diameter
1070	907-282-C	Sleeves, 4"
1080	907-282-D	Valve Control Wire
1090	907-282-E	Trench Excavation and Backfill
1100	907-282-G	Electric Controller, 20 Station
1110	907-282-H	Electric Control Valve, 1"
1120	907-282-H	Electric Control Valve, 1 1/2"
1130	907-282-H	Electric Control Valve, 2"
1140	907-282-J	Isolation Value, 3"
1150	907-282-K	Quick Coupler Key with Hose and Swivel

CATEGORY: PAVEMENT MARKING

Ref No	Pay Item	Description
1490	626-C	6" Thermoplastic Edge Stripe, Continuous White
1500	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
1510	907-626-G	Thermoplastic Detail Stripe, Blue-ADA
1520	626-G	Thermoplastic Detail Stripe, White
1530	626-G	Thermoplastic Detail Stripe, Yellow
1540	626-H	Thermoplastic Legend, White
1550	907-626-H	Thermoplastic Legend, Blue-ADA
1560	628-H	Cold Plastic Legend, White
1570	628-H	Cold Plastic Legend, White

CATEGORY: SIGNING

Ref No	Pay Item	Description
1580	907-630-PP	Handicap Parking Sign with Post

CATEGORY: TRAFFIC CONTROL

Ref No	Pay Item	Description

CATEGORY: TRAFFIC CONTROL

Ref No	Pay Item	Description
1440	619-D2	Standard Roadside Construction Signs, 10 Square Feet or More
1450	907-619-E3	Changeable Message Sign
1460	619-G4	Barricades, Type III, Single Faced
1470	619-G5	Free Standing Plastic Drums
1480	619-G6	Warning Lights, Type "A"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 566 **CODE: (SP)**

DATE: **07/12/2005**

SUBJECT: **Corrugated Polyethylene Pipe**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

Bidders are advised that the reference to an 8” PVC on plan sheet no. 20 of the plan should read 8” HDPE pipe.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 632 **CODE: (IS)**

DATE: **09/20/2005**

SUBJECT: DBE Participation and Payment

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

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

Form OCR-484 can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under the *Business Section, DBE Information, Applications and Forms for the DBE Program, Monthly Certification Of Payment To Subcontractors (OCR-484)(MDOT).*

SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

DATE:

The goal is 10 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 "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" 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. 696 **CODE: (IS)**

DATE: **12/20/2005**

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" 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. In this case, 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.

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 and other Unified Certification Partners (UCP).

The DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal and approved by MDOT to count towards meeting the DBE goal.

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. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was awarded, and who is still active. 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.

(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

The contract goal established by MDOT in this proposal must be met 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.

Offense	Percentage of the monetary amount disallowed from (1) above	Lump Sum
# 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. 712 **CODE: (SP)**

DATE: **12/10/2005**

SUBJECT: **Petroleum Products Base Prices For Contracts Let in January, 2006**

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

	Per Gallon	Per Liter
Gasoline	$1.9291	$0.5096
Diesel	$2.2152	$0.5852

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$0.9729	$230.83	$0.2570	$254.44
Viscosity Grade AC-10	$0.9785	$232.14	$0.2585	$255.89
Viscosity Grade AC-20	$0.9514	$225.71	$0.2513	$248.80
Viscosity Grade AC-30	$0.9729	$230.83	$0.2570	$254.44
Grade PG 64-22	$0.9845	$233.57	$0.2601	$257.46
Grade PG 67-22	$0.9514	$225.71	$0.2513	$248.80
Grade PG 76-22	$1.3404	$318.00	$0.3541	$350.53
Grade PG 82-22	$1.4567	$345.60	$0.3848	$380.95

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	$0.8592	$0.2270
Grade RS-2C (CRS-2)	$0.8389	$0.2216
Grade CRS-2P	$1.0174	$0.2688

PRIMES

Grade EA-1 & MC-70	$1.0676	$0.2820

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS030023 dated 6/13/2003.

AREA 4 - COUNTIES

ATTALA, CLARKE, JASPER, KEMPER, LAUDERDALE, LEAKE, NESHOBA, NEWTON, NOXUBEE, SCOTT, SMITH AND WINSTON

PAYROLL CODE	CLASSIFICATION	MINIMUM HOURLY WAGE RATE
100	Air Tool Operator (Jack Hammer/Air Comp.)	$6.15
105	Asphalt Raker	6.54
108	Mason Tender (Cement Mason Helper)	6.74
110	Carpenter	7.98
120	Cement Mason (Finisher)	7.84
130	Electrician	13.40
131	Mechanic (Heavy Equipment)	8.99
135	Oiler-Greaser	8.00
140	Form Setter	7.29
145	Grade Checker (Asphalt Crew)	7.25
150	Ironworker, Reinforcing (Tie Steel)	11.00
155	Ironworker, Structural	8.00
160	Laborer, Unskilled	6.16
165	Pipelayer	7.17
175	Painter (Structural Steel)	7.75
180	Piledriverman	8.28
185	Truck Driver (All Types)	7.07
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	10.00
	POWER EQUIPMENT OPERATORS	
205	Aggregate Spreader Operator	6.75
212	Asphalt Broom (Sweeper) Operator	6.85
214	Asphalt Paving Machine/Spreader Operator	7.75
215	Asphalt Distributor Operator	7.28
216	Asphalt Plant Operator	6.31
220	Backhoe (Shovel) Operator	8.76
225	Bulldozer Operator	8.52
235	Concrete Finishing/Curing Machine Operator	10.00
240	Concrete Paving Machine Operator (Spreader)	8.75
250	Concrete Saw Operator	8.40
255	Concrete Breaker - Hydro-Hammer Operator	7.25
270	Loader (All Types)	7.80
275	Milling Machine Operator	7.75
280	Mixer Operator (All Types)	6.73
285	Motor Patrol (Grader) Operator	9.00
290	Mulcher Machine Operator	5.15
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	8.00
305	Roller Operator (Self-Propelled)	6.72
310	Scraper Operator (All Types)	7.00
315	Striping Machine Operator	15.00
320	Tractor Operator (Track Type)	7.00
325	Tractor Operator (Wheel Type)	6.87
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	9.50
360	Crane (Dragline) Operator	9.00
365	Guardrail Post Driver	9.00

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 takecorrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. **General:**

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

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

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

2. **Classification:**

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

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

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

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

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

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

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

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

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

3. **Payment of Fringe Benefits:**

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

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

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

a. Apprentices:

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

(2) The allowable ratio of apprentices to 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 ofprogress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

6. **Withholding:**

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

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

7. **Overtime Requirements:**

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

8. **Violation:**

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

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. **Payrolls and Payroll Records:**

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

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 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 require-ments.

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-1 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Partnering Process**

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

A. Each will function within the laws and statutes applicable to their duties and responsibilities.

B. Each will assist in the other's performance.

C. Each will avoid hindering the other's performance.

D. Each will proceed to fulfill its obligations diligently.

E. Each will cooperate in the common endeavor of the contract.

VOLUNTARY PARTNERING:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2 **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. 907-107-2 **CODE: (IS)**

DATE: **08/12/2005**

SUBJECT: **Permits, Licenses and Taxes**

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:

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

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. 907-203-2 **CODE: (SP)**

DATE: **01/27/2005**

SUBJECT: **Site Grading**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

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

907-203. 03--Construction Requirements.

907-203.03.9--Site Grading. Delete in toto Subsection 203.03.9 on pages 118 & 119 and substitute the following:

907-203.03.9--Site Grading. This work shall consist of grading, shaping, excavating, filling, and dressing around the completed facilities and other areas within the site as specified or as deemed necessary by the Engineer to provide a pleasing appearance and adequate drainage.

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

907-203.03.9.l--Equipment. Equipment used shall be approved tractors conforming to Subsection 108.05 and capable of performing the work in an approved manner to the satisfaction of the Engineer. The equipment shall be of the type to provide a smooth, uniform finish to the surface of the ground when finish grading is performed without leaving undesirable track or other equipment marks on the finished ground.

907-203.03.9.2--Construction Methods. At the earliest practical time, as determined by the Engineer, this work shall proceed, provided favorable soil moisture conditions exist for construction.

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

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

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

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

907-203.05--Basis of Payment. After the first paragraph of Subsection 203.05 on page 120, add the following:

Site grading, measured as provided in Subsection 203.04, will be paid for at the contract unit price bid per square yard or acre, which price shall be full compensation for the necessary grading, shaping, excavating, filling, and dressing all materials within the limits of the work necessary for properly grading the site, and for completing all incidentals thereto, and for all equipment, tools labor, supplies, and incidentals necessary to complete the work.

Delete the last pay item listed on page 120 and add the following:

907-203-I:	Site Grading	- per square yard or acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-213-1 **CODE: (IS)**

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

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

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

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

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

907-213-A: Agricultural Limestone - per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-222-1 **CODE: (SP)**

DATE: **05/11/2004**

SUBJECT: **Wildflower Seeding**

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

SECTION 907-222 -- WILDFLOWER SEEDING

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

907-222.02--Materials.

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

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

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

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

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

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

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

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

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

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

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

907-222.03--Construction Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

907-222-A: Wildflower Seeding - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-1 **CODE: (IS)**

DATE: 06/23/2004

SUBJECT: Temporary Grassing

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

SECTION 907-226 -- TEMPORARY GRASSING

907-226.0l--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass.

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

907-226.02--Materials.

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

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

Fertilizers shall meet the requirements of Subsection 715.02.

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

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

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

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

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

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

907-226.03.1--Ground Preparation.

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

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

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

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

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

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

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

All fertilizer should be incorporated within 24 hours following spreading.

907-226.03.3--Seeding.

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

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

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

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

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

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

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

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

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

907-226.03.4--Mulching.

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

907-226-A: Temporary Grassing - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-4 **CODE: (SP)**

DATE: **09/19/2005**

SUBJECT: **Tree and Shrub Planting**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale 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, Gardener's Supply Company, Sure-loc Edging, or 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: Delete the last five paragraphs of Subsection 230.04 on pages 169 & 170 regarding the sequence for measurement of payment and substitute the following:

Measurement for payment will be made in the following sequence:

When plants have been planted and are in a healthy condition in accordance with the contract, seventy-five percent (75%) of the bid price for that species of plant material meeting the requirements of the contract will be allowed.

When the inspection of plants at the end of the growing season has been conducted and the replacement of any dead or unsatisfactory plant material has been made, ninety percent (90%) of the bid price for that species of plant material meeting the requirements of the contract will be allowed.

When the final inspection of the project has been conducted and the replacement of any dead or unsatisfactory plant material has been made, and upon final release of maintenance, one-hundred percent (100%) of the bid price will be allowed for plant material meeting the requirements of the contract.

The Plant Establishment Period shall begin upon the date that the Engineer determines plant material installation has been acceptably completed, including staking/ guying and mulching, and continues through the dates noted below:

PLANT ESTABLISHMENT PERIOD

Date of Installation Completion, From and Including	Establishment Period Beyond Installation Completion, (Growing Season) To and Including
August 2nd - November 1st	240 calendar days
November 2nd - January 1st	180 calendar days
January 2nd - May 1st	120 calendar days
May 2nd - August 1st	90 calendar days

Where feasible in the opinion of the Engineer, the Contractor may install plant material well in advance of project completion, in order that the Plant Establishment Period may run concurrent with the Contract Time. However, no matter what date the Plant Establishment Period conclude, the Contractor will be required to maintain healthy plants until final inspection of the entire project.

No contract time or liquidated damages will be charged during the plant establishment period if, and only if, all items of work on the project have been completed.

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.

Add the "907" prefix to the pay items numbers listed on page 170.

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: **STP-0059-03(081) / 103146 -- Lauderdale 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. Tree Bark Mulch, Type V 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. 907-258-4 **CODE: (SP)**

DATE: 08/02/2005

SUBJECT: Miscellaneous Rest Area Facilities

PROJECT: STP-0059-03(081) / 103146 -- Lauderdale County

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

SECTION 907-258 -- MISCELLANEOUS REST AREA FACILITIES

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

907-258.02--Materials.

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

All items will require approval by the Engineer from the manufacturer. The Contractor Shall submit eight copies of brochures or shop drawings for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

B. Concrete Picnic Table and Benches.

1. Concrete. Concrete for table top, seat top, and end supports shall be Class "A" Concrete. Concrete for table slabs will be paid for as concrete sidewalks - Pay Item No. 608-B.

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

3. Paint for Table top and Seats. Paint or coating for table top and seats shall be an approved chlorinated rubber paint conforming to or exceeding Federal Specifications Number TT-P-91-D.

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

manufactured by Iron Mountain Forge, Dumor Site Furnishings, PW Athletic Manufacturing Co., or approved equal.

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

D. Charcoal Grill. Charcoal Grill shall be the Model 200-X Rotating Grill with post as manufactured by Iron Mountain Forge, Dumor Site Furnishings, PW Athletic Manufacturing Co., or approved equal. Post shall be set within a Class C concrete footing, size as recommended by manufacturer.

E. Drinking Fountain.

1. Waste Pipe. Waste pipe shall be of the size and type as shown on the plans and shall be standard PVC drain waste and vent piping.

2. Drain Pipe. Drain pipe shall be the size shown on the plans and shall conform to or exceed Commercial Standard CS 272-65 or CS 272.65.

3. Drinking Fountain. The drinking fountain shall be designed similar to the details shown on the plans, freeze-proof, and conforming to approved Handicapped Standards by the Engineer.

4. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have an approved exposed aggregate finish to match the finish on the adjacent sidewalk.

5. Valves (Stop and Drain). The cut-off valve shall be a standard brass stop and drain cut-off valve of the proper size and type as shown on the plans.

F. Trash Receptacle.

1. Trash Receptacle. The trash receptacle shall be the Aspen Series R-38 Standard with hinged top, leveling devices, rigid plastic liner, and hardware to secure the receptacle to the sidewalk, Empire Green in color with desert brown stone panels, model #R-38HT-202, as manufactured by United Receptacle, Inc., Barco, UpBeat Incorporated, or approved equal.

2. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have a finish to match the finish on the adjacent sidewalk.

G. Water Hydrant.

1. Water Hydrant. Steel body, self-closing, anti-freezing hydrant with heavy stainless operating springs, with ¾ inch supply as the model M-175 hydrant as manufactured by Murdock, The Kupferle Foundry Company, Most Dependable Fountains, or approved equal. Color shall be black.

2. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk and have an approved exposed aggregate finish to match the finish on the sidewalk.

3. Valves (Stop and Drain). The cut-off valve shall be standard brass stop and drain cut-off valve of the proper size and type as shown on the plans.

H. Travel Trailer Sewage Dump Station (Modifications).

1. Sewage Dump Station. The sewage dump station shall be constructed similar to the details shown on the plans, with Schedule 40 galvanized steel pipe and fittings complete with vacuum breaker, and hose, in accordance with the plan details, and State Health Department minimum standards.

2. Concrete. Concrete unless otherwise specified shall be Class "B" conforming to Section 804 of the Standard Specifications and have an approved trowel finish.

3. Stand Pipe. Water stand pipe shall be standard galvanized Schedule 40 of the size shown on the plans.

4. Vent Pipe. Vent pipe shall be standard galvanized Schedule 40 of the size shown on the plans.

5. Signs. The signs shall be designed as shown on the details on the plans, constructed of 0.080 aluminum or 14 Ga. galvanized steel. The signs shall be manufactured by an approved sign company. The Contractor shall submit shop drawings.

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

J. Sign (Masonry and Stone).

1. Brick and Mortar. Brick and mortar shall be produced by the same manufacturer(s), and be the same type and kind, including bullnose and watertable units, and shall match the existing brick used on the Welcome Center Building, or approved equal.

2. Concrete Masonry Units. The concrete masonry units shall be hollow non-load bearing, light-weight aggregate, concrete masonry units conforming to ASTM Designation: C331-64T. Units shall be normal modular size for typical 3/8 inch mortar joint.

3. Concrete. Concrete, unless otherwise specified, shall be Class "B" conforming to Section 804 of the Standard Specifications.

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

5. Precast Architectural Panel.

a. General:

Cement: Portland Cement shall conform to ASTM Designation: C-150, Type I or III.

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

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

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

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

b. Textures and Finishes. Precast architectural concrete shall be honed finish, lightly textured, approximating finish of limestone, with color as selected by the Engineer.

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

Units shall be fabricated straight, smooth, and true to size and shape, with exposed edges and corners precise and square unless otherwise indicated.

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

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

Each precast item shall be marked to correspond to identification mark on shop drawings.

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

Rust-inhibitive coating shall be applied on damaged areas at welded connections, same as shop-applied material. Galvanizing repair coating shall be used on galvanized surfaces.

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

Absorption shall not be less than three percent (3%) and not more than seven percent

(7%) when tested in accordance with ASTM Designation: C-97.

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

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

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

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

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

K. Bollard. Pipe shall be schedule 40 steel pipe, in the size as noted on the drawings. Finial shall be the Linn Park Ball Finial, as manufactured by Robinson Iron, Tennessee Fabricating Company, Reliance Foundry Co., Ltd., or approved equal. Pipe and finial shall be painted with 1 shop coat of a rust inhibitive primer and 2 field coats of an oil base exterior paint, color selected by the Engineer. Class B concrete required for pipe infill.

L. Metal Bench. Garden – Style all – steel bench, six feet long, color – green, as Bench 118 series as manufactured by DuMor, Inc., Victor Stanley, Inc., Columbia Cascade Co., or approved equal.

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

907-258.03--Construction Requirements.

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

B. Concrete Picnic Tables and Benches. Concrete picnic tables and benches shall be constructed to the detailed dimensions shown on the plans. The handling and placing of concrete shall conform to Subsection 804.10. The top and edge surfaces of the table and benches shall receive a slick smooth finish.

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

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

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

The placing and fastening of reinforcement shall conform to Subsection 805.05.

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

C. Wooden Picnic Tables and Metal Benches. Wooden picnic tables and metal benches shall be located and secured in an approved manner as shown on the plans and as directed by the Engineer.

D. Charcoal Grill. The charcoal grill with concrete footing shall be installed in accordance with the manufacturer's written instructions in the locations as noted on the plans.

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

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

The concrete base shall be constructed as shown on the plans or as directed by the Engineer. The concrete will be paid for under separate pay item for that class of concrete.

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

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

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

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

G. Water Hydrant. The water hydrant shall be shall be installed in accordance with the manufacturer's written instructions and the plans.

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

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

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

J. Sign (Masonry and Stone). The excavation required to place the sign into the ground shall be disposed of as directed by the Engineer.

The concrete base shall be constructed as shown on the plans or as directed by the Engineer. The placing and fastening of reinforcement shall conform to Subsection 805.05.

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

Precast architectural concrete panels shall be set straight, plumb, level, and square. Exposed facings shall be cleaned to remove dirt and stains which may be on the units after erection and completion of joint treatments. Panels shall be wash and rinse in accordance with precast manufacturer's recommendations. Other work shall be protected from damage due to cleaning operations. Do not use cleaning materials or processes which could change the character of exposed concrete finishes.

Letters and symbols shall be attached in accordance with the drawings, approved shop drawings, and to the satisfaction of the Engineer.

K. Bollard. Bollards shall be constructed plumb and in accordance with the drawings to the satisfaction of the Engineer. Welds shall be ground smooth prior to painting/ coatings application.

J. Metal Bench. Metal bench shall be located where noted on the plans. Metal bench shall be secured to pavement as approved by the Engineer.

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

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

A unit of wooden picnic tables shall consist of one table with benches, and the devices to secure the table when required.

A unit of charcoal grill shall consist of the grill complete with steel post and concrete footing.

A unit of drinking fountain shall consist of all concrete, steel, masonry elements, piping, plumbing elements, and drains as shown on the plans.

A unit of trash receptacle shall consist of the receptacle, complete, with leveling devices and approved devices to secure the trash receptacle to the pavement.

A unit of water hydrant shall consist of the hydrant complete with connection to water supply, piping, cut off valve, drain and drain line (where shown), and concrete footing, located where shown on the plans and installed in accordance with manufacturer's directions.

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

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

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

A unit of bollard shall consist of steel pipe with finial, and concrete for footing and infill, as shown on the plans.

A unit of metal benches shall consist of one bench, and the devices to secure the bench when required.

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

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

Payment will be made under:

907-258-A: Charcoal Grill - per each

907-258-B: Drinking Fountain - per each

907-258-C:	Concrete Picnic Table and Benches	- per each
907-258-D:	Wooden Picnic Table and Benches	- per each
907-258-E:	Trash Receptacle	- per each
907-258-F:	Water Hydrant	- per each
907-258-G:	Travel Trailer Sewage Dump Station	- per each
907-258-H:	Cast Stone Bench	- per each
907-258-I:	Sign, Masonry and Stone	- per each
907-258-J:	Metal Bench	- per each
907-258-K:	Bollard	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-259-2 **CODE: (SP)**

DATE: **12/09/2005**

SUBJECT: **Site Amenities**

PROJECT: **STP-0059-03(081) / 103146 – Lauderdale County**

Section 907-259, Site Amenities, is hereby added to and made a part of the Standard Specifications for Road and Bridge Construction, 2004 Edition.

SECTION 907-259 -- SITE AMENITIES

907-259.01--Description. This item shall consist of installing unlighted and lighted bollards, flag pole lights, sign lights and column uplights, each complete in place, in accordance with these Specifications and in reasonably close conformity with the locations, lines, grades, configurations, dimensions and other requirements shown on the plans or established.

907-259.02--Materials.

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

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

B. Lighted Bollards: Bollards shall be Charleston Model Number BOL/CH44/12/DT/L-CA/DB/S100/208-PEC2-DBB, , as manufactured by Holophane or other accepted models by Gardco, Greenlee or approved equal.

C. Flag Pole Lights: Flag pole lights shall be Model Number DF7-SP(W/ST) – HFL 250 HPS-208-BRP as manufactured by GARDCO or other accepted models by Kim, Greenlee or approved equal.

D. Sign Lights: Sign lights shall be Model Number DF7-SP(W/ST) – HFL-175-208-BRP as manufactured by GARDCO or other accepted models by Kim, Greenlee or approved equal.

E. Fluorescent Light @ Kiosk: Fluorescent lights (2’ x 4’ -2 lamp) shall be Model Number SWN 232 120 1/2 LT as manufactured by Day-Brite or other accepted models by Lithonia, Cooper or approved equal.

F. Weatherproof GFCI Receptacles: Weatherproof GFCI receptacle shall be commercial specification grade 20A 125V GFCI receptacle(s) as manufactured by Hubbell or other accepted models by Pass & Seymour, Leviton or approved equal. Color shall be black and verified with Project Engineer.

G. Column Uplights: Column lights shall be Model Number LTV10 NF 70MH208/RG10/GM10 as manufactured by KIM or other accepted models by Gardco, Greenlee or approved equal.

907-259.03--Construction Requirements. The Contractor shall provide and install site amenities in accordance with the drawings, special provisions, and the standard specifications. All work shall be performed in a good workmanlike manner, to the satisfaction of the Engineer.

907-259.04--Method of Measurement. Site Amenities of the type specified, constructed and complete in accordance with the requirements of the contract, and accepted, will be measured by the unit quantity per each.

907-259.05--Basis of Payment. Site Amenities of the type specified shall be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-259-B:	Lighting Assembly, Bollards	- per each
907-259-C:	Lighting Assembly, Flag Pole Lighting	- per each
907-259-D:	Lighting Assembly, Sign Lighting	- per each
907-259-E:	Lighting Assembly, Kiosk	- per each
907-259-F:	Weatherproof GFCI Receptacle	- per each
907-259-G:	Lighting Assembly, Column Uplights	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-282-2 **CODE: (SP)**

DATE: **08/02/05**

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 that 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 approved equal.

907-282.02.4--Valves.

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

Water-tight connectors shall be Scotch Lock connectors with sealant for wiring connections at electric valves as manufactured by 3M – Scotch Brand, Rain Bird Sales, Inc.- Turf Division, King Innovation Company, or approved equal.

Valve box for electric valves shall be the 12-inch Standard Box with snap lock cover as manufactured by Armor Access Boxes, Rain Bird Sales, Inc.- Turf Division, Carson Industries, or 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 as manufactured by Waterous Company, Clow, Mueller, or 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 delineated on the drawings, or approved equal.

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

907-282.02.7--Low Point Drains. Low-point drains shall be an Automatic Valve model number 290-02 as manufactured by Toro-Irrigation Division, or 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 delineated on the drawings, or approved equal. With each controller, the Contractor shall provide one Automatic Rain/ Freeze Switch, the Rain/Freeze-Clik, as manufactured by Hunter Irrigation, or approved equal..

907-282.02.9--Backflow Preventer. The backflow preventer shall be as manufactured by Watts, Orbit Irrigation Products, Inc, Febco, or approved equal. With each backflow preventer, the Contractor shall provide one above ground enclosure as specified on the drawings, 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. Wire connectors shall be installed to wiring in accordance with the manufacturer's written instructions. A 2-foot section, beginning at the Wire 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 furthermost 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. 907-401-2 **CODE: (IS)**

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 401.02.6.2 on pages 248 and 249, and substitute:

907-401.02.6.2--Assurance Program for Mixture Quality. The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

1) Conducting verification tests.
2) Validate Contractor test results.
3) Periodically observing Contractor quality control sampling and testing.
4) Monitoring required quality control charts and test results.
5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-inch and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75 mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ N_{Design}	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected, the Engineer will stop production until corrective action is taken.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-403-4 **CODE: (IS)**

DATE: **11/04/2005**

SUBJECT: **Hot Mix Asphalt (HMA)**

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-403.05.2--Pay Items. Add the "907" prefix to the pay items listed on page 275 & 276.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-4 **CODE: (SP)**

DATE: **07/12/2005**

SUBJECT: **8" Corrugated Polyethylene Pipe**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

Section 603, Culverts and Storm Drains, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

907-603.02--Materials. Eight inch (8") corrugated polyethylene pipe shall meet the requirements of Subsection 907-708.17.1.

907-603.05--Basis of Payment. Add the "907" prefix to pay item 603-PE on page 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-607-2 **CODE: (SP)**

DATE: **08/02/2005**

SUBJECT: **Ornamental Iron Fence**

PROJECT: **STP-0059-03(081) 103146 -- Lauderdale County**

Section 907-607, Ornamental Iron Fence, is added to the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-607--ORNAMENTAL IRON FENCE

907-607.01--Description. This work shall consist of providing and installing ornamental iron fencing in place, in accordance with these Specifications and in reasonable close conformity with the location, lines, grades, configurations, dimension and other requirements shown on the plans or established.

907-607.02--Materials.

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

All items will require approval by the Engineer from the manufacturer. Submit six copies of manufacturer's product data or shop drawings for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

B. Ornamental Iron Fence.

1. General. The iron fence shall be the Majestic Style, 3-Rail Panel, Aegis II fence, black in color, as manufactured by Ameristar, Merchants Metals, Payne Fence Products, or approved equal. The fence shall be furnished complete, with support posts averaging 10 feet on center, post caps, and hardware, all in the same color, as manufactured by the fence panel manufacturer.

2. Concrete. Concrete for support post footings, unless otherwise specified shall be Class "B" conforming to Section 804 of the Standard Specifications.

907-607.03--Construction Requirements.

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

B. Ornamental Iron Fence. The ornamental iron fence, including concrete footings for posts, shall be constructed plumb, to the lines as shown on the drawings, following the existing grade, in strict accordance with the manufacturer's written instructions, and as directed by the Engineer.

907-607.04--Method of Measurement.

A. Ornamental Iron Fence. Ornamental Iron Fence, constructed and complete in accordance with the requirements of the contract, and accepted will be measured per linear foot.

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

907-607.05--Basis of Payment. Ornamental Iron Fence shall be paid for at the contract unit price, which price shall be full compensation for furnishing all materials and supplies, for performing all work necessary, and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-607-AA: Ornamental Iron Fence - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-3 **CODE: (SP)**

DATE: **08/02/2005**

SUBJECT: **Concrete Sidewalks**

Section 608, Concrete Sidewalks, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-608.02--Materials. After the last paragraph of Subsection 608.02 on page 390, add the following:

Colored concrete sidewalk materials shall be manufactured by L. M. Scofield Company, Butterfield Color, Solomon Colors, or approved equal.

A. Coloring Agents: Contractor may elect to color the concrete integrally using the manufacturer's recommended admixture for color-conditioned concrete, or may apply the manufacturer's recommended dry-shake to the surface of the freshly poured concrete.

   Colors for colored sidewalk shall be selected by the Engineer from a Standard or Designer color charts.

B. Curing and Finishing Material: Contractor shall utilize the manufacture's recommended color–matched curing and finishing material. Curing materials or methods for uncolored concrete sidewalks shall not be used with colored concrete sidewalks.

Once the color and method of coloring have been selected, the Contractor shall provide a 4-foot square panel, separate from proposed sidewalk, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent panels may be required, if finish or color are unacceptable to the Engineer. The Contractor shall remove unaccepted panels immediately from site. Accepted panel shall remain until colored concrete sidewalks have been completed by the Contractor, at which time the Contractor shall remove the panel from the site.

907-608.03.4--Handling, Measuring, Proportioning, and Mixing Materials. After the first paragraph of Subsection 608.03.4 on page 391, add the following:

Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the manufacture's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should an dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-608.03.4--Protection and Curing. After the second paragraph of Subsection 608.03.7 on page 392, add the following:

Protection and curing materials and methods of application for colored concrete sidewalk shall be in strict accordance with the manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-608.04--Method of Measurement. After the last paragraph of Subsection 608.04 on page 392, add the following:

Colored Concrete Sidewalk, completed and accepted, will be measured by the square yard. Sample panels will not be measured for separate payment.

907-608.05--Basis of Payment. After the first paragraph of Subsection 608.05 on page 392, add the following:

Colored Concrete Sidewalk will be paid for at the contract unit price of square yard, which shall be full compensation for completing the work.

After the last pay item listed on page 608-3, add the following:

907-608-C: Colored Concrete Sidewalk - per square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-611-3 **CODE: (SP)**

DATE: **08/02/2005**

SUBJECT: **Brick Pavers**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

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

907-611.01--Description. This work shall consist of providing and installing brick pavers upon a concrete base with a mortar bed and mortar joints, complete, with the locations, grades, lines, configurations, dimensions and other requirements shown on the plans or established in the field.

907-611.02--Materials.

907-611.02.01--General. Products listed in this special provision are subject to the review and acceptance of the Engineer. Samples are required for brick and mortar color selections. Eight (8) copies of manufacturer's product data for color admix for mortar shall be submitted to the Engineer.

907-611.02.02--Expansion Joints. Expansion joints shall be 1/2-inch thick bituminous fiber expansion joint material meeting the requirements of ASTM Designation: D1751, or Preformed Asphaltic Expansion Joints conforming to the Standard Specifications for Preformed Expansion Joint Fillers for Concrete (Nonextruding and Resilient Types) AASHTO Designation: M213 for bituminous types.

Elastomeric seal shall be utilized with Chem-Calk Backer Rod or Bondbreaker Tape and Chem-Calk 550 two-part polyurethane sealant, self-leveling, traffic grade, with Color Pack III. The color shall be selected by Engineer. Elastomeric Seal shall be manufactured by Bostik Construction Products Division, Sonneborn, Tremco, or approved equal.

907-611.02.03--Brick. Brick shall be Grade SW solid brick paver in a nominal 2-1/4 inches by 3-5/8 inches by 7-5/8 inches size. Color and texture shall be approved by the Engineer.

907-611.02.04--Mortar. Mortor shall be type "M" mortar with color for joints exposed to view and must be approved by the Engineer. Colored mortar will not be required for setting / leveling bed.

907-611.02.04--Sealant. Shall be a solvent-based blend of high-quality siloxanes modified to provide water repellency and color enhancement to interlocking concrete, fired clay, porous tile and many types of natural stone surfaces. Sealant shall penetrate and react with the surface to form a chemical bond, providing long-term durability, alkali resistance and breathability.

907-611.03--Construction Requirements.

906-611.03.01--Joints. Expansion joints shall be located where walks abut buildings, steps, curbs, and other fixed structures, at a MAXIMUM of 20 feet on center along walks, and elsewhere as shown on the plans. Joints in brickwork shall continue through concrete base.

907-611.03.02--Grades. Grade shall be set so that no water stands. The flow of surface water shall not be impeded.

907-611.03.03--Concrete Placement and Finish. Concrete pad shall be constructed as designated on the plans, and in accordance with Section 608--Concrete Sidewalks. Pad and base elevation shall be shaped so that once finished materials are installed, finished grades will meet elevations proposed. The texture of concrete shall be finished to ensure the adherence of mortar to the concrete surface. The concrete shall be cured in accordance with Section 608. Brick shall not be installed within seven (7) days after placement of concrete.

907-611.03.04--Brick Pavers. A 1/2 inch mortar leveling bed shall be provided with 3/8 inch joints, with sufficient mortar to fill joints. "Thumbprint" tooled joints shall be provided. Where fresh masonry joins partially set masonry, remove loose masonry and mortar and clean and wet exposed surface of set masonry. Bricks shall be installed in the patterns noted on the plans.

The side of the brick with the best appearance shall be selected and placed with that side face up. Cracks or chips larger than a dime will not be allowed. Where required, brick shall be cut with a motor-driven saw.

907-611.03.05--Sealant. Prior to application of sealant, the pavement shall be steam cleaned or washed with material(s) recommended by the brick manufacturer. This process shall be repeated as required. Sealant shall be applied in accordance with manufacturer's recommendations.

907-611.03.06--Backfilling Sides of the brick shall be backfilled to within 1/2 inch of top of walk.

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

Costs associated with the concrete base will be paid for under Concrete Sidewalk pay item.

Costs associated with mortar, both for the leveling/ setting bed and joints will not be measured for separate payment.

907-611.05--Basis of Payment. Brick pavers shall be paid 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.

Payment will be made under:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-611-4 **CODE: (SP)**

DATE: **08/02/2005**

SUBJECT: **Unit Pavers**

PROJECT: **STP-0059-03(081) 103146 - - Lauderdale County**

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 with a mortar 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--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 plans. 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, ConPave, Hanover, or approved equal.

907-611.02.5--Mortar. The mortor shall be type "M" mortar, gray in color.

907-611.02.6--Sealant. Shall be a solvent-based blend of high-quality siloxanes modified to provide water repellency and color enhancement to interlocking concrete, fired clay, porous tile and many types of natural stone surfaces. Sealant shall penetrate and react with the surface to form a chemical bond, providing long-term durability, alkali resistance and breathability.

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 as specified herein. The Contractor shall verify that the gradients and elevations of the substrate are correct.

907-611.03.2--Unit Pavers. The Contractor shall perform the following items of work:

Install paver units in the pattern as noted on the plans, 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.

Mortar bed and joints in the thicknesses as noted on the plans with sufficient mortar to fill joints shall be provided. "Thumbprint" tool joint will be required. Where fresh masonry joins partially set masonry, remove loose masonry and mortar and clean and wet exposed surface of set masonry.

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

907-611.03.3--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.

907-611.03.4--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.

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

Costs associated with construction of the base for pavers and mortar will be paid for under their respective pay items. Mortar will not be measured for separate payment.

907-611.05--Basis of Payment. Unit Pavers, 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; 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-1 **CODE: (SP)**

DATE: 06/02/2004

SUBJECT: Changeable Message Signs

Section 619, Traffic Control for Construction Zones, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-619.02--Material Requirements. After Subsection 619.02.13 on page 424, add the following:

907-619.02.12--Changeable Message Sign. The changeable message sign shall be trailer-mounted, full size, LED, full matrix, solar powered, portable changeable message sign. The sign shall be capable of on-site operation via onboard keyboard/keypad, and when specified, remote operation via software compatible with current MDOT operating system. The entire sign assembly shall be designed and constructed to withstand and operate during a minimum of 75 MPH wind gusts with all outriggers and/or leveling jacks in place. The entire sign assembly, including each component exposed to weather, shall be sealed and water-proofed to prevent water penetration when subjected to rain and gusting winds of 75 MPH. If more than one changeable message sign is specified, they shall all be of the same model and from the same manufacturer. All parts and materials used to construct the changeable message sign shall be new.

When specified, each sign shall be provided either with or without the necessary hardware to control the sign remotely. If provided without the hardware, the sign shall be constructed with wiring in place to provide the connections for the necessary onboard hardware to control the sign remotely. The manufacturer shall supply a serial and/or USB connection within the sign control cabinet so that a laptop computer using the remote software can communicate directly with the sign CPU.

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

When specified, each sign shall be NTCIP compliant/compatible.

When specified, each sign shall be provided either with or without the necessary hardware to operate a Highway Advisory Radio (HAR) system. If provided without the hardware, the sign shall be constructed to provide the required connections to easily add the necessary onboard hardware to operate the HAR.

General. The sign shall be mounted on a portable trailer containing the necessary solar panels, deep-cycle heavy-duty batteries, and battery charger. When specified, gel-type batteries shall be a replacement for deep-cycle heavy-duty batteries. In the event of prolonged lack of sufficient sunlight, the sign batteries shall be capable of being charged while the sign is operating by the use of a standard 120 Volt AC generator. The sign shall be equipped with a male plug-in and a 50-foot long extension cord constructed of a minimum 12-guage wire for this purpose. This plug-in shall also be capable of charging the sign batteries using standard 120 Volt AC current when the sign is not in use.

When specified, the sign shall be supplied with either the necessary onboard hardware to control the sign remotely, or the required connections to easily add the necessary onboard hardware to control the sign remotely. This hardware shall consist of, but is not limited to, a cellular telephone capable of operating in digital mode, and/or analog mode when specified, the necessary external antenna, communications cables, and the necessary modem for communicating with the sign operating software. The sign shall also be supplied with the necessary software to control the sign from a remote location. This software shall be MDOT operating system compatible for use on any desktop or laptop equipped with a modem, and any necessary software which must be installed on the sign for communication with a remote computer. The cell phone and/or modem shall be capable of communication using the MDOT cell service provider and it shall be the responsibility of the manufacturer/contractor to demonstrate this service. The sign shall be capable of data communications at a minimum transmission speed of 40 kilobytes per second. The sign shall not be dependent on cellular digital packet data type technology for wireless communications.

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

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

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

There shall be a minimum of 180 pre-stored, standard signs and messages as detailed in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), all capable of being displayed. There shall also be storage space provided for an additional 150 user-programmed signs and/or messages. Each sign CPU shall have the capacity to store a minimum of 150 programmable sequences. Each sequence shall be capable of displaying up to six (6) programmed signs, symbols, or messages. There shall also be provided, as stored data, and capable of being displayed, all graphical symbols of regulatory and warning symbols detailed in the latest edition of the MUTCD.

The sign display shall be capable of displaying both static and dynamic graphics/messages. The sign display shall also be capable of displaying messages in full size to utilize the maximum area of display. It shall also be capable of displaying conventional one, two, or three-line messages for display with a choice of a minimum of nine (9) font sizes.

At least two copies of user manuals shall be provided with each sign. Each manual shall include all operational functions and software required to operate the sign on site and remotely. This manual shall include all wiring diagrams, parts lists, and sign specifications as well as component warranty information. Each copy shall be bound and shall contain laminated sheets.

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

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

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

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

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

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

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

All welding shall be performed by certified welders and in accordance to applicable American Welding Society standards. All metal surfaces shall receive a protective coating such as powder

coating, two coats of primer and two coats of finish/color. The finished coating shall be automotive grade.

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

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

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

907-619.03--Construction Requirements. After Subsection 619.03.9 on page 427, add the following:

907-619.03.10--Changeable Message Sign. Each changeable message sign shall be installed and continuously operated at the location selected by the Engineer on State right-of-way. The Contractor is advised that selected locations may be outside the planned indicated limits of the project. The Contractor shall perform all work necessary for preparation of the site selected and approved by the Engineer, to insure maximum safety for and sign visibility of the traveling public; and may be required to remove any temporary work at a later date as directed by the Engineer. The Contractor will also place a minimum of two plastic drums in advance of the sign and one beside the sign as long as it is in use. The Contractor shall be required to move the sign to a new location if directed by the Engineer.

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

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

907-619.04--Method of Measurement. After the last paragraph of Subsection 428 on page 619-7, add the following:

Changeable message signs, as described above, will be measured by the unit. When directed, separate measurements will be made for items included in the contract and required for temporary site preparation for the sign as referenced in Subsection 907-619.03.10. Materials for which no pay items are included in the contract will not be measured for separate payment. Separate measurements will not be made for moving the changeable message sign to a new location, but materials used for which pay items are included in the contract and are necessary for repositioning the sign as directed by the Engineer will be measured for separate payment. Removal of materials used for site preparation for changeable message signs will not be measured for separate payment.

907-619.05--Basis of Payment. After the second paragraph of Subsection 619.05 on page 428, add the following:

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

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

Between pay item nos. 619-E2 and 619-F1 on page 429, insert the following:

907-619-E3: Changeable Message Sign (____*____) - per each

* Indicate when the sign is "With Remote" and/or "With Radar"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-4 **CODE: (SP)**

DATE: 06/10/2004

SUBJECT: Thermoplastic Markings

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-683-2 **CODE: (SP)**

DATE: 12/08/2005

SUBJECT: Low Mast Ornamental Type Lighting Assembly

PROJECT: STP-0059-03(081) / 103146 – Lauderdale 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 low mast 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.

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.

The pole shall have a minimum wall thickness of 0.156". 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 pole shall be Streetworks Model Number RTA8L30AY5 (Types A, AA & B) or other accepted models by Whatley, Shakespeare or approved equal. Type B shall have 2 fixtures on it utilizing a twin arm mounting bracket such as T2B-4.5 by Streetworks or other accepted models by Whatley , Shakespeare or approved equal..

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% of the above-ground length with 200 lbs. of lateral top load (stiffness).

Pole Top – Tenon Style: An aluminum (3"x4") tenon will be firmly bonded to the pole for

mounting a pos-top luminaire or arm. The aluminum tenon will be straight with no taper. The tenon will be coated with matching urethane finish and painted with a powder-coat paint. The pole shall have a slipover post top ring.

Wire Entrance – The anchor base shall a minimum conduit entry of 6" I.D.

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 pole coloring shall be black.

Handhole – The handhole will be a 3" x 5" oval. The handhole cover shall be non-corrosive metal and painted to match the post. The handhole cover shall be concealed by the ornamental slipover decorative base cover.

Anchor Bolts – Anchor bolts shall be made of steel in accordance with ASTM Designation: F 1554, Grade 55. Anchor bolts shall be galvanized as per ASTM Designation: A 123. Minimum yield strength shall be 50,000 psi and "L" shaped. Anchor bolts shall be provided for each pole with two (2) hex nuts and washers per bolt. A bolt layout template shall be provided by the manufacturer for proper bolt installation. The number of anchor bolts and design yield strength shall be as recommended by the manufacturer.

Breakaway Base – The pole shall have an breakaway base of the frangible type which meets current ASHTO standards and will result in no more than 6" of material exposed after the pole is knocked down during an accident. (TransoLink Couplings).

Ornamental Base Cover – An ornamental decorative base cover shall be one piece and painted to match the pole. The base cover will be attached to the pole with stainless steel hex socket locking screws.

907-683.02.2.2--Luminaires.

Luminaire – The luminaire shall be a post-top mounted high efficiency fixture using a high efficiency, Illuminating Engineering Society (I.E.S.) Type III prismatic acrylic reflector panels. An internal reflector or glass refractor shall not be used. All I.E.S. photometric files to be readily available through manufacturer's web site.

The luminaries shall be the Cooper Streetworks Traditionaire Model Number UTR25SW0332 (Types A & B) and UTR25SW8332 (Type AA) or other accepted models by Shakespeare, Lithonia or approved equal.

Ballast – 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 manufacturer. The ballast shall be 208 Volt for Fixture types A & B and 480 Volt for fixture type AA.

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

907-683.10.5--Basis of payment.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-1 **CODE: (IS)**

DATE: **05/20/2005**

SUBJECT: **Portland Cement**

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-701.02--Portland Cement. Delete the table in Subsection 701.02 on page 596, and substitute the following:

Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO_4) in soil, % by mass	Sulfate (SO_4) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II* cement or Type I cement with 25% Class F fly ash or 50% GGBFS replacement
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with 25% Class F fly ash or 50% GGBFS replacement

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II cement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-1 **CODE: (IS)**

DATE: **7/15/2005**

SUBJECT: **Joint Materials**

Section 707, Joint Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 707.02.1.5 on pages 634 and 635 and substitute:

907-707.02.1.5--Backer Rod for Use with Hot and Cold Poured Joint Sealer. The backer rod shall be a closed-cell foam rod made from polyethylene, polyolefin or similar type material, and shall conform to ASTM Designation: D 5249. The backer rod shall either be a Type 1, for use with either hot or cold poured joint sealers, or a Type 3, for use with cold poured joint sealers only.

The Contractor shall furnish a three linear foot sample of each shipment, and three copies of the manufacturer's certification that the backer rod meets the requirements of this specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-1 **CODE: (IS)**

DATE: 06/07/2005

SUBJECT: Fly Ash In Concrete Pipe

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-708.02.1.2--Fly Ash. In the first sentence of Subsection 708.02.1.2 on page 639, change "20 percent" to "25 %".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-2 **CODE: (SP)**

DATE: **07/12/2005**

SUBJECT: **Corrugated Plastic Pipe Culverts**

PROJECT: **STP-0059-03(081) / 103146 -- Lauderdale County**

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-708.17.1--Corrugated Polyethylene Pipe Culverts. After the first paragraph of Subsection 708.17.1 on page 645, add the following:

Eight inch (8”) corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 252.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-3 **CODE: (IS)**

DATE: 09/26/2005

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:

Property	Results
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^3). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd^3).

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-1 **CODE: (IS)**

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

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

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

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

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

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

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

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

ENV = Fineness Value x Assay(%)

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

Assay = % calcium carbonate equivalent

SPECIAL PROVISION NO. 906-3

Training Special Provisions

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

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

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

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

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

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

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

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

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 or work and the fourth after 750 hours.

JOURNEY WORKER RATIO

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

RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisites for Trainees

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

B. Licenses

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

1. Holds a license corresponding to the vehicle being operated;

2. Has had at least one year of driving experience; and

3. Is occupying the seat next to the driver.

C. Recruitment

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2. The contractor must target minority, female or economically disadvantaged trainees.

3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the 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.

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

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____
_____
for constructing the following designated project(s) within the time(s) hereinafter specified.

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

The Specifications are the current Standard Specifications 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.

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

SITE IMPROVEMENTS TO THE LAUDERDALE WELCOME CENTER, KNOWN AS FEDERAL AID PROJECT NO. STP-0059-03(081) / 103146, IN THE COUNTY OF LAUDERDALE, 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 DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
					DIRECT PAY ITEMS				
(10)	201-A			lump sum	Clearing and Grubbing	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		
(20)	202-A			lump sum	Removal of Obstructions	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		
(30)	202-B		110	square yard	Removal of Asphalt Pavement, All Depths				
(40)	202-B		2,364	linear foot	Removal of Curb &/or Curb and Gutter, All Types				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(50)	202-B		12	each	Removal of Inlets, All Sizes				
(60)	202-B		431	square yard	Removal of Concrete Sidewalk				
(70)	202-B		75	square yard	Removal of Concrete Pavement, All Depths				
(80)	202-B		1,638	linear foot	Removal of Traffic Stripe				
(90)	202-B		2	each	Removal of Trees 10" to 20"				
(100)	202-B		4	each	Removal of Trees Greater Than 20"				
(110)	202-B		29	each	Removal of Low Mast Lighting Assembly				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(120)	203-A	(E)	3,000	cubic yard	Unclassified Excavation, LVM				
(130)	203-EX	(E)	1,000	cubic yard	Borrow Excavation, AH, FME, Class B15				
(140)	203-H	(E)	4,475	cubic yard	Surplus Excavation, LVM				
(150)	907-203-I		300	square yard	Site Grading				
(160)	206-A	(S)	55	cubic yard	Structure Excavation				
(170)	211-A		1,700	square yard	Topsoil for Slope Treatment, From Right-of-Way				
(180)	211-C	(E)	1,376	cubic yard	Topsoil for Plant Holes, Contractor Furnished				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(190)	212-B		12,800	square yard	Standard Ground Preparation				
(200)	907-213-A		1	ton	Agricultural Limestone				
(210)	213-B		2	ton	Combination Fertilizer, 13-13-13				
(220)	213-B		1	ton	Combination Fertilizer, 8-8-8				
(230)	213-C		1	ton	Superphosphate				
(240)	213-D		1	ton	Ammonium Nitrate				
(250)	214-A		2	acre	Seeding, Bermudagrass				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(260)	214-A		160	pound	Seeding, Annual Rye Grass				
(270)	215-A		6	ton	Vegetative Materials for Mulch				
(280)	216-B		950	square yard	Solid Sodding, Bermuda				
(290)	907-222-A		1	acre	Wildflower Seeding				
(300)	223-A		7	acre	Mowing	30	.0000	210	.00
(310)	907-230-A		275	each	Shrub Planting, Dwarf Yaupon Holly				
(320)	907-230-A		89	each	Shrub Planting, Carpet Rose				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(330)	907-230-A		229	each	Shrub Planting, Indian Hawthorn 'Pinkie'				
(340)	907-230-A		94	each	Shrub Planting, Spirea 'Anthony Waterer'				
(350)	907-230-A		44	each	Shrub Planting, Japanese Spirea 'Little Princess'				
(360)	907-230-A		156	each	Shrub Planting, Ballerina Indian Hawthorn				
(370)	907-230-A		41	each	Shrub Planting, Japanese Cleyera				
(380)	907-230-A		144	each	Shrub Planting, Dwarf Juniper				
(390)	907-230-A		280	each	Shrub Planting, Crimson Pygmy Barberry				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(400)	907-230-A		21	each	Shrub Planting, Dwarf Pampas				
(410)	907-230-A		24	each	Shrub Planting, Japanese Spirea 'Gold Mound'				
(420)	907-230-A		132	each	Shrub Planting, Carissa Holly				
(430)	907-230-A		7,780	each	Shrub Planting, Asiatic Jasmine				
(440)	907-230-A		82	each	Shrub Planting, Lilac Beauty Liriope				
(450)	907-230-A		574	each	Shrub Planting, Big Blue Liriope				
(460)	907-230-A		773	each	Shrub Planting, Variegated Liriope				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(470)	907-230-A		282	each	Shrub Planting, Stella De Oro Daylily				
(480)	907-230-A		1,047	each	Shrub Planting, Lantana New Gold				
(490)	907-230-A		1,047	each	Shrub Planting, Pansy Mix				
(500)	907-230-B		16	each	Tree Planting, Willow Oak				
(510)	907-230-B		11	each	Tree Planting, Pin Oak				
(520)	907-230-B		23	each	Tree Planting, Nutall Oak				
(530)	907-230-B		31	each	Tree Planting, Drake Elm				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(540)	907-230-B		24	each	Tree Planting, Crape Mytle 'Fantasy'				
(550)	907-230-B		4	each	Tree Planting, Crape Mytle 'Watermelon Red'				
(560)	907-230-B		6	each	Tree Planting, Sweetbay Magnolia				
(570)	907-230-B		7	each	Tree Planting, Little Gem Magnolia				
(580)	907-230-B		4	each	Tree Planting, Saucer Magnolia				
(590)	907-230-B		7	each	Tree Planting, Foster's Holly				
(600)	907-230-B		16	each	Tree Planting, Crape Mytle 'Cherokee'				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(610)	907-230-C		1,000	linear foot	Bed Edging				
(620)	907-230-D		23,970	square foot	Bed Preparation				
(630)	232-A		1	M	Fertilizer for Woody Plant Material, Tablet, 21 gram				
(640)	232-A		6	M	Fertilizer for Woody Plant Material, Tablet, 10 gram				
(650)	907-233-A		299	cubic yard	Tree Bark Mulch, Type III				
(660)	907-233-A		226	cubic yard	Tree Bark Mulch, Type V				
(670)	234-A		2,700	linear foot	Temporary Silt Fence				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(680)	235-A		20	each	Temporary Erosion Checks				
(690)	236-A		2	each	Silt Basin, Type A Modified				
(700)	907-242-PP			lump sum	Water and Sewer Improvements, Per Plans	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		
(710)	907-258-E		8	each	Trash Receptacle				
(720)	907-258-F		2	each	Water Hydrant				
(730)	907-258-I		1	each	Sign, Masonry and Stone				
(740)	907-258-J		12	each	Metal Bench				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(750)	907-258-K		15	each	Bollard				
(760)	907-259-B		50	each	Lighting Assembly, Bollards				
(770)	907-259-C		2	each	Lighting Assembly, Flag Pole Lighting				
(780)	907-259-D		2	each	Lighting Assembly, Sign Lighting				
(790)	907-259-G		4	each	Lighting Assembly - Column Uplights				
(791)	907-259-H		32	each	Lighting Assembly, Low Mast, Type 30-1-0-250				
(792)	907-259-H		4	each	Lighting Assembly, Low Mast, Type 30-2-1-250				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(800)	907-282-A		52	each	Sprinkler Head, 1812-PRS-8Q				
(810)	907-282-A		35	each	Sprinkler Head, 1812-PRS-8H				
(820)	907-282-A		17	each	Sprinkler Head, 1812-PRS-12Q				
(830)	907-282-A		20	each	Sprinkler Head, 1812-PRS-12H				
(840)	907-282-A		1	each	Sprinkler Head, 1812-PRS-12TQ				
(850)	907-282-A		1	each	Sprinkler Head, 1812-PRS-12F				
(860)	907-282-A		57	each	Sprinkler Head, 1812-PRS-15Q				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(870)	907-282-A		58	each	Sprinkler Head, 1812-PRS-15H				
(880)	907-282-A		15	each	Sprinkler Head, 1812-PRS-15TQ				
(890)	907-282-A		13	each	Sprinkler Head, 1812-PRS-15F				
(900)	907-282-A		38	each	Sprinkler Head, 1812-PRS-15EST				
(910)	907-282-A		38	each	Sprinkler Head, 1812-PRS-15SST				
(920)	907-282-A		5	each	Sprinkler Head, 1812-PRS-9SST				
(930)	907-282-A		3	each	Sprinkler Head, 1804-PRS-15Q				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(940)	907-282-A		8	each	Sprinkler Head, 1804-PRS-15H				
(950)	907-282-A		20	each	Sprinkler Head, R50-SAM-PC-1.0				
(960)	907-282-A		48	each	Sprinkler Head, R-50-SAM-PC-3.0				
(970)	907-282-A		12	each	Sprinkler Head, R-50-SAM-PC-4.0				
(980)	907-282-A		6	each	Sprinkler Head, R-50-SAM-PC-6.0				
(990)	907-282-B		1,232	linear foot	Piping, 1/2" Diameter				
(1000)	907-282-B		1,154	linear foot	Piping, 3/4" Diameter				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1010)	907-282-B		983	linear foot	Piping, 1" Diameter				
(1020)	907-282-B		1,188	linear foot	Piping, 1 1/4" Diameter				
(1030)	907-282-B		169	linear foot	Piping, 1 1/2" Diameter				
(1040)	907-282-B		177	linear foot	Piping, 2" Diameter				
(1050)	907-282-B		12	linear foot	Piping, 2 1/2" Diameter				
(1060)	907-282-B		2,452	linear foot	Piping, 3" Diameter				
(1070)	907-282-C		1,039	linear foot	Sleeves, 4"				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1080)	907-282-D		9,493	linear foot	Valve Control Wire				
(1090)	907-282-E		9,800	linear foot	Trench Excavation and Backfill				
(1100)	907-282-G		1	each	Electric Controller, 20 Station				
(1110)	907-282-H		4	each	Electric Control Valve, 1"				
(1120)	907-282-H		4	each	Electric Control Valve, 1 1/2"				
(1130)	907-282-H		10	each	Electric Control Valve, 2"				
(1140)	907-282-J		9	each	Isolation Value, 3"				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1150)	907-282-K		4	each	Quick Coupler Key with Hose and Swivel				
(1160)	907-290-PP		2	each	Relocation of Flag Pole - Per Plans				
(1170)	304-H	(GY)	786	cubic yard	3/4" and Down Crushed Stone Base, LVM				
(1180)	403-A	(B) (A1)	694	ton	Hot Mix Asphalt, MT, 9.5-mm mixture				
(1190)	403-A	(B) (A1)	259	ton	Hot Mix Asphalt, MT, 19-mm mixture				
(1200)	403-A	(B) (A1)	183	ton	Hot Mix Asphalt, MT, 12.5-mm mixture				
(1210)	406-A		756	ton	Cold Milling of Bituminous Pavement, All Depths				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1220)	413-B		2,750	linear foot	Cleaning and Sealing Joints				
(1230)	413-C		688	linear foot	Cleaning and Sealing Cracks				
(1240)	501-B	(C)	4,572	square yard	8" Plain Cement Concrete Pavement, Type P, Broom Finish				
(1250)	503-C		92	linear foot	Saw Cut, Full Depth				
(1260)	503-E		100	each	Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted				
(1270)	601-B	(S)	45	cubic yard	Class "B" Structural Concrete, Minor Structures				
(1280)	602-A	(S)	4,161	pound	Reinforcing Steel				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1290)	603-CA	(S)	97	linear foot	12" Reinforced Concrete Pipe, Class III				
(1300)	603-CA	(S)	255	linear foot	18" Reinforced Concrete Pipe, Class III				
(1310)	603-CA	(S)	32	linear foot	24" Reinforced Concrete Pipe, Class III				
(1320)	603-CB	(S)	1	each	18" Reinforced Concrete End Section				
(1330)	603-PE	(S)	282	linear foot	12" Corrugated Polyethylene Pipe				
(1340)	907-603-PE	(S)	50	linear foot	8" Corrugated Polyethylene Pipe				
(1350)	604-A		2,900	pound	Castings				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1360)	604-B		1,600	pound	Gratings				
(1370)	907-607-AA		144	linear foot	Ornamental Iron Fence				
(1380)	608-B	(S)	500	square yard	Concrete Sidewalk, With Reinforcement				
(1390)	907-608-C	(S)	800	square yard	Colored Concrete Sidewalk				
(1400)	609-C	(S)	2,060	linear foot	Concrete Curb, Integral, Type 1				
(1410)	609-D	(S)	1,017	linear foot	Combination Concrete Curb and Gutter Type 1				
(1420)	907-611-B	(S)	799	square foot	Brick Pavers				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1430)	907-611-D	(S)	32	square foot	Unit Pavers				
(1440)	619-D2		156	square foot	Standard Roadside Construction Signs, 10 Square Feet or More				
(1450)	907-619-E3		1	each	Changeable Message Sign				
(1460)	619-G4		96	linear foot	Barricades, Type III, Single Faced				
(1470)	619-G5		169	each	Free Standing Plastic Drums				
(1480)	619-G6		18	each	Warning Lights, Type "A"				
(1490)	626-C		1,725	linear foot	6" Thermoplastic Edge Stripe, Continuous White				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1500)	626-F		1,700	linear foot	6" Thermoplastic Edge Stripe, Continuous Yellow				
(1510)	907-626-G		715	linear foot	Thermoplastic Detail Stripe, Blue-ADA				
(1520)	626-G		1,730	linear foot	Thermoplastic Detail Stripe, White				
(1530)	626-G		425	linear foot	Thermoplastic Detail Stripe, Yellow				
(1540)	626-H		90	square foot	Thermoplastic Legend, White				
(1550)	907-626-H		80	square foot	Thermoplastic Legend, Blue-ADA				
(1560)	628-H		2,320	linear foot	Cold Plastic Legend, White				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1570)	628-H		480	square foot	Cold Plastic Legend, White				
(1580)	907-630-PP		4	each	Handicap Parking Sign with Post				
(1590)	682-A		1,770	linear foot	Underground Branch Circuit, AWG 8, 3 Conductor				
(1600)	682-A		1,940	linear foot	Underground Branch Circuit, AWG 4, 3 Conductor				
(1610)	682-A		2,230	linear foot	Underground Branch Circuit, AWG 6, 3 Conductor				
(1620)	682-B		170	linear foot	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor				
(1630)	682-B		400	linear foot	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor				

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
(1640)	682-B		160	linear foot	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor				
(1650)	682-D		13	each	Underground Pull Box				
(1660)	682-F		1	each	Secondary Power Controllers				
(1690)	684-A		4	cubic yard	Pole Foundation, 12" Diameter				
(1700)	684-B		3	linear foot	Slip Casing, 18" Diameter				

SUBTOTAL - DIRECT PAY ITEMS.....$_____

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE DOLLAR	UNIT PRICE CENT	ITEM TOTAL DOLLAR	ITEM TOTAL CENT
					DEPENDENT PAY ITEMS				
(1710)	618-A			lump sum	Maintenance of Traffic	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		
(1720)	620-A			lump sum	Mobilization	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		
(1730)	699-A			lump sum	Roadway Construction Stakes	XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX	XXXX XXXX XXXX XXXX		

SUBTOTAL - DEPENDENT ITEMS.....$_____

TOTAL BID - DIRECT AND DEPENDENT ITEMS.....$_____

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.8 AND SUPPLEMENT.

1. I/We agree that no less than percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE)_____ Small Business (WBE)_____

3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

_____
BIDDER'S SIGNATURE

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

* * * *

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. _____	_____ _____	_____ _____	_____ _____	_____ _____	

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. **STP-0059-03(081) / 103146**,

in **Lauderdale** 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. **STP-0059-03(081) / 103146**,

in **Lauderdale** 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 **STP-0059-03(081) / 103146**

LOCATED IN THE COUNTY(IES) OF **Lauderdale**

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: Executive Director

(names and addresses of witnesses)

_____ _____

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

Revised 8/06/2003

S E C T I O N 9 0 3

CONTRACT BOND FOR: **STP-0059-03(081) / 103146**

LOCATED IN THE COUNTY(IES) OF: **Lauderdale**

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

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)

OCR-485
REV. 10/02

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: **STP-0059-03(081) / 103146**
County: **Lauderdale**

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: STP-0059-03(081) / 103146

COUNTIES: Lauderdale

LOCATION: LAUDERDALE WELCOME CENTER.

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