



SM No. CLWO70315700550

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(EXEMPT)

9
Construction necessary for site improvements to the District 7 Complex at McComb, know as State Project No. LWO-7031-57(005) / 501416302, in the County of Pike, State of Mississippi.
Project Completion: July 31, 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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SECTION 905 - PROPOSAL,
PROPOSAL SHEET NOS. 2-1 THRU 2-20
COMBINATION BID PROPOSAL,
STATE BOARD OF CONTRACTORS REQUIREMENTS,
NON-COLLUSION CERTIFICATE,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,
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, November 28., 2006; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, November 28, 2006, and shortly thereafter publicly opened for:

Construction necessary for site improvements to the District 7 Complex at McComb, know as State Project No. LWO-7031-57(005) / 501416302, in the County of Pike, State of Mississippi..

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

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.

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

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at 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. 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. 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. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. [777](#)

CODE: (IS)

| DATE: [04/13/2006](#)

SUBJECT: On-The-Job Training Program

| Payment for training hours will be handled as outlined in Special Provision 906-6. 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 906-6).

| On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) 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. 883

CODE: (IS)

DATE: 04/28/2006

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 935

CODE: (IS)

DATE: 06/22/2006

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
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.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” to “rutting over 1/8” ”.
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)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.
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".
- 570 682.03 Change the subsection number from "682-03" to "682.03".
- 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. 1212

CODE: (SP)

DATE: 10/11/2006

SUBJECT: Petroleum Products Base Prices For Contracts Let in November, 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

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$1.9616	\$0.5182
Diesel	\$2.2908	\$0.6052

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$1.5927	\$377.86	\$0.4207	\$416.51
Viscosity Grade AC-10	\$1.6228	\$385.00	\$0.4287	\$424.38
Viscosity Grade AC-20	\$1.6138	\$382.86	\$0.4263	\$422.02
Viscosity Grade AC-30	\$1.5947	\$378.33	\$0.4213	\$417.03
Grade PG 64-22	\$1.6167	\$383.57	\$0.4271	\$422.81
Grade PG 67-22	\$1.5806	\$375.00	\$0.4176	\$413.36
Grade PG 76-22	\$2.0092	\$476.67	\$0.5308	\$525.43
Grade PG 82-22	\$2.1560	\$511.50	\$0.5695	\$563.82

EMULSIFIED ASPHALTS

Grade EA-4, SS-1, AE-P	\$1.3891	\$0.3670
Grade RS-2C, CRS-2	\$1.3634	\$0.3602
Grade CRS-2P	\$1.6203	\$0.4280

PRIMES

Grade EA-1, MC-70	\$1.7724	\$0.4682
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1251

CODE: (SP)

DATE: 10/20/2006

SUBJECT: Densities

PROJECT: LWO-7031-57(005) / 501416302 -- Pike County

Bidders are hereby advised that the density requirements for subgrade and granular material courses must meet the requirements of the 2004 Mississippi Standard Specifications for Road and Bridge Construction in lieu of any notes shown on the plans.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1256

CODE: (SP)

DATE: 10/24/2006

SUBJECT: Contract Time

PROJECT: LWO-7031-57(005)/501416302 --- Pike County

The calendar date for completion of work to be performed by the Contractor for this project shall be **July 31, 2007**, which date or extended date as provided in Subsection 108.06 shall be the end of contract time. the date for issuing the Notice to Proceed / Beginning of Contract Time will be **no later than March 8, 2007**. Should the Contractor request a Notice to Proceed earlier than **March 8, 2007**, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-3

CODE: (IS)

DATE: 02/14/2006

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 on page 35, change “Notice to Proceed” to “Notice of Award”.

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

The Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-1

DATE: 03/21/2006

SUBJECT: Liability Insurance

In the first sentence of the first paragraph of Subsection 907-107.14.2.1 on page 1, change "\$300,000 each occurrence" to "\$500,000 each occurrence".

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. 907-107-3

CODE: (IS)

DATE: 02/14/2006

SUBJECT: Contractor's Protection Plan

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:

907-107.22.1--Contractor's Protection Plan. After item number 3 in Subsection 107.22.1 on page 65, add the following:

4. A copy of the certification for the Contractor's Certified Erosion Control Person for monitoring and maintaining the effectiveness of the erosion control plan, including NPDES permit requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-11

CODE: (IS)

DATE: 04/21/2006

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

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.

907-108.06.1.2--Contract Time Assessment. At the end of the eighth paragraph of Subsection 108.06.1.2 on page 81, add the following:

When the approved progress schedule indicates that a controlling phase(s) is to be completed prior to December 1 and the physical features of the phase(s) have not been satisfactorily completed, beginning on December 1 the miscellaneous phase will be shown as the only active phase during the months of December, January, and February. Under this condition, time units, monthly time units divided by monthly calendar days, will be assessed in accordance with the applicable column in the TABLE OF TIME UNITS. If the physical features of the phase(s) have not been completed by March 1, the phase will resume as a controlling phase and time assessment will be made accordingly.

Delete the fourth and fifth sentence of the thirteenth paragraph of Subsection 108.06.1.2 on page 82, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-3

CODE: (IS)

DATE: 04/06/2006

SUBJECT: Partial Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.04--Extra and Force Account Work. Delete the first sentence of the second paragraph of Subsection 109.04 under (d) on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

907-109.06.1--General. In the fourth sentence of the third paragraph of Subsection 109.06.1 on page 94, change "15 calendar days" to "25 calendar Days".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-4

CODE: (SP)

DATE: 09/19/2005

SUBJECT: Tree and Shrub Planting

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

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, Sureloc 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 2 nd - November 1 st	240 calendar days
November 2 nd - January 1 st	180 calendar days
January 2 nd - May 1 st	120 calendar days
May 2 nd - August 1 st	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: LWO-7031-57(005)/501416102

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. 907-243-1

CODE: (SP)

DATE: 06/03/2004

SUBJECT: Landscape Mowing

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

SECTION 907-243 - LANDSCAPE MOWING

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

907-243.02--Blank.

907-243.03--Construction Requirements.

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

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

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

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

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

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

907-243.05--Basis of Payment. Landscape mowing, measured as prescribed above, will be paid

for at the contract unit price per each mowing, which price shall be full compensation for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-243-A: Landscape Mowing

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-259-3

CODE: (SP)

DATE: 10/19/2006

SUBJECT: Site Amenities

PROJECT: LWO-7701-57(005) / 501416 -- Pike County

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

SECTION 907-259 -- 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. 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 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

- A. Unlighted Bollards: Bollards shall be Model Number VRB2C/WH-C, as manufactured by Kim or other accepted models by Gardco, Holophane or approved equal.
- B. Lighted Bollards: Bollards shall be Model Number VRB2C/100MH277/WH-C/WH-C, as manufactured by Kim or other accepted models by Gardco, Holophane 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-A: Unlighted Bollards -per each
- 907-259-B: Lighting Assembly, Lighted 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 than 2½ inches in diameter shall have snap connections with rubber gasket joints.

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

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

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

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

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

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

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

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

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

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

907-282.04--Method of Measurement.

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

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

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

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

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

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

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

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

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

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

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

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. 907-288-1

CODE: (SP)

DATE: 06/04/2004

SUBJECT: Site Grading

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

SECTION 907-288 -- SITE GRADING

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

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

907-288.02--Blank.

907-288.03--Construction Requirements.

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

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

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

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

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

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

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

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

Payment will be made under:

907-288-A: Site Grading - per square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-6

CODE: (SP)

DATE: 10/10/2006

SUBJECT: State Furnished Granular Material

PROJECT: LWO-7031-57(005) / 501416302 -- Pike County

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-304.02--Materials. Delete in toto Subsection 304.02 on page 183, and substitute the following:

907-304.02--Materials. The Contractor will not have to furnish granular material for this project. The State will furnish the Contractor a Class 6, Group C granular material for placement at the location(s) shown on the plans. The material will be stockpile at the project site. The Contractor will have to move the material from the stockpile to its final position, and process it in accordance with the requirements of Section 304 of the Standard Specifications.

907-304.04--Method of Measurement. After the third paragraph of Subsection 304.04 on page 187, add the following:

When the method of measurement is by the square yard, all calculations of areas for payment shall be based on computations made in the field to the nearest tenth of a foot. The length and width will be measured along the surface of the course.

907-304.05--Basis of Payment. After the last pay item listed on page 187, add the following:

907-304-I: Granular Material, Class __, Group __, State Furnished - per square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-501-1

CODE: (SP)

DATE: 11/29/2004

SUBJECT: Price Adjustment For Thickness

Section 907-501, Portland Cement Concrete Pavement, of the 2004 Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-501-05.1--General. Add the “907” prefix to pay item nos. 501-A, 501-B & 501-C on page 326.

907-501-05.2--Price Adjustment for Thickness. Delete the table in Subsection 501.05.2 on page 327 and substitute the following:

Thickness Deficiency Inches	Proportional Part of Contract Price Allowed
0.0, 0.1, 0.2	100 percent
0.3	80 percent
0.4	72 percent
0.5	68 percent
0.6, 0.7, 0.8	57 percent
0.9, 1.0	50 percent

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-611-3

CODE: (SP)

DATE: 08/02/2005

SUBJECT: Brick Pavers

PROJECT: LWO-7031-57(005) / 501416302 - Pike 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. Mortar 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. 907-681-2

CODE: (IS)

DATE: 12/02/2004

SUBJECT: Submittal Data

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

Delete the first paragraph of Subsection 681.04.2 on page 568 and substitute the following:

907-681.04--Basic Materials and Methods. The Contractor shall submit to the Engineer eight (8) copies of submittal data for all electrical materials and equipment proposed for use not later than forty-five (45) days prior to beginning any lighting work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-683-3

CODE: (SP)

DATE: 03/27/06

SUBJECT: Low Mast Type Lighting Assembly

PROJECT: LWO-7701-57(005) / 501146 -- Pike County

Section 683, Lighting Assemblies, 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 of Subsection 683.01 beginning on page 573 and substitute the following:

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

907-683.02--Materials. Delete Subsection 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 inch. 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 pole will be reinforced in areas of handholes and special hardware attachments.

The pole shall be Holophane Model Number SSS3055G-D1-R3-BZ (Types P1 & P2) or other accepted models by Valmont, Lithonia or approved equal. Type P2 shall have two (2) fixtures on it utilizing an Architectural arm mount by Holophane or other accepted models by Valmont, Lithonia 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 Style : D1 for drilling for one unit and D2 for drilling for two units @ 180 degrees.

Wire Entrance – The anchor base shall have a minimum conduit entry of six inches (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: F1554, Grade 55. Anchor bolts shall be galvanized as per ASTM Designation: A123. 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.

Base Cover – Pole base shall be per ASTM Designation: A36 and shall telescope pole shaft and be circumferentially welded top and bottom. Base cover shall be two piece, interlocking construction.

Finish – Galvanized poles per ASTM Designation: A123. Painted poles shall be semi-gloss powder paint.

907-683.02.2.2--Luminaires.

Luminaire – The luminaire shall be an Architectural Arm mounted high efficiency fixture using a high efficiency, Illuminating Engineering Society (I.E.S.) Type III prismatic acrylic reflector panels for P1 assemblies and Type V for P2 assemblies. 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 Mongoose Model Number G400MHMTHDRAZ B w/ S-64490 lamp for P1 assemblies and G2500MHMTLSCAZ B w/ S-64457 lamp for P2 assemblies or other accepted models by LSI, Lithonia or approved equal. No light fixture shall be accepted without written approval of the Engineer.

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 277 Volt for assemblies type P1 & P2.

Socket – A mogul-base socket shall be used for 250 Watt & 400 Watt metal Halide. An encapsulated plug in starter shall be used.

907-683.02.2.3--Performance specification for McComb MDOT Office Parking Areas. For

analysis purposes, the total area shall be divided into two distinct areas, defined as Main Entrance Road with Parking and Main Parking Lot. The following lighting levels shall be observed within each respective area utilizing appropriate IES light loss factors as applied by IESNA Rev. 9. The following factors shall be utilized, Lamp Lumen Depreciation, Luminaire Dirt Depreciation, Ballast Factor and Tilt Factor.

The main Entrance Road with Parking Area shall have a maintained average of 1.0 footcandles (fcs) with a maximum to minimum ratio not to exceed 2.3:1 and an average to minimum ratio not to exceed 1.6:1. The measurements shall be taken 10 feet in from the frontage/access road through the end of the area as it opens into the larger Main parking Lot and five (5) feet in from each curb edge on 10-foot centers throughout the area.

The Main Parking Lot shall have a maintained average of 1.8 footcandles (fcs) with a maximum to minimum ratio not to exceed 3.9:1 and an average to minimum ratio not to exceed 2.3:1. The measurements shall be taken 10 feet from the last point of the aforementioned area of analysis around the L-shaped curb in front of the main entrance and again five (5) feet in from each curb and on 10-foot centers throughout the area.

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. 907-701-2

CODE: (IS)

DATE: 01/12/2006

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 **third paragraph and** table in Subsection 701.02 on page 596, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

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 one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin
Severe	0.20 - 2.00	1500 - 10,000	Type II [*] cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin

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

** Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-3

CODE: (IS)

DATE: 01/12/2006

SUBJECT: Non-Metal Drainage Structures

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 %”.

907-708.02.3.2--Marking. Delete the second sentence of Subsection 708.02.3.2 on page 640, and substitute the following:

Machine made pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

907-708.22.2--Exceptions to AASHTO. Delete the sixth paragraph of Subsection 708.22.2 on page 647.

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:

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

* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd³). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd³).

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. 907-714-2

CODE: (IS)

DATE: 1/23/2006

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 714.07 on page 682 and substitute the following:

907-714.07--Other Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

907-714.07.1.2--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of $\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalis, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-2

CODE: (SP)

DATE: 01/20/2006

SUBJECT: Concrete Bridges And Structures

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-804.02.1--General. Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Ground Granulated Blast Furnace Slag (GGBFS).....	714.06
Metakaolin	714.07.01

907-804.02.10--Portland Cement Concrete Mix Design. Change Note ***** of Subsection 804.02.10 on page 851 as follows:

***** Class DS Concrete for drilled shafts shall have an 8±1-inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6±1-inch.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture, shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

907-804.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 898.

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. 906-6

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

This voluntary 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 **take part in the program and** follow uniform procedures in training **and in tracking trainee's progress.**

FUNDING

MDOT will establish an annual OJT Fund **from** 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.

DISBURSEMENT OF FUNDS

MDOT will pay \$3.00 per hour toward the trainee's salary for each hour of training performed by **each** trainee in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Requests for payment will be submitted to the Office of Civil Rights for approval.

Contractors must **provide a signed invoice** providing the following information to be reimbursed.

- Contractor's Name
- Mailing Address
- Trainee Name
- **Social Security Number**

- Race
- Sex
- Project Number
- Job Classification
- Total Number of Hours Completed

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 On-the-Job Trainee [Schedule Form](#). The notification must include the following information:

- Trainee Starting Date
- Project number (s) trainee starting on
- Training program (classification) to be used; and
- [Number of Training Hours Required](#)

B. If a contractor chooses to use a training program different from those listed in the OJT Program [Manual](#), 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. [No less than](#) minimum wage.
4. Trainee certification of completion.
5. Records and reports submitted to the Office of Civil Rights on a [monthly](#) 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.

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 [OJT Termination 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 [skill verification card](#) and certificate of [training](#) 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 [Monthly Trainee](#) 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.

WAGE RATE

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.

RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisites for Trainees

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

B. Licenses

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

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

C. Recruitment

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

D. Selection

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

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(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)

CONSTRUCTION NECESSARY FOR SITE IMPROVEMENTS TO THE DISTRICT 7 COMPLEX AT MCCOMB, KNOW AS STATE PROJECT NO. LWO-7031-57(005) / 501416302, IN THE COUNTY OF PIKE, STATE OF MISSISSIPPI.

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DIRECT PAY ITEMS</u>									
(10)	201-A			Lump Sum	Clearing and Grubbing	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(20)	202-A			Lump Sum	Removal of Obstructions	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(30)	202-B		3,303 Square	Yard	Removal of Asphalt Pavement, All Depths				
(40)	202-B		765 Linear	Feet	Removal of Curb &/or Curb and Gutter, All Types				

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 2)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B			3 Each	Removal of Curb Inlet				
(60)	202-B			412 Square Yard	Removal of Concrete Sidewalk				
(70)	202-B			1 Each	Removal of Tree Less Than 10"				
(80)	203-G	(E)		2,548 Cubic Yard	Excess Excavation, LVM				
(90)	203-I			5,183 Square Yard	Site Grading				
(100)	203-H	(E)		450 Cubic Yard	Surplus Excavation, LVM				
(110)	211-C	(E)		54 Cubic Yard	Topsoil for Plant Holes, Contractor Furnished				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 3)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	212-A		3,723 Square Yard		Light Ground Preparation				
(130)	907-213-A		1 Ton		Agricultural Limestone				
(140)	213-B		1 Ton		Combination Fertilizer, 8-8-8				
(150)	213-B		1 Ton		Combination Fertilizer, 15-0-15				
(160)	216-B		3,723 Square Yard		Solid Sodding, Centipede				
(170)	907-230-A		126 Each		Shrub Planting, Carissa Holly				
(180)	907-230-A		10 Each		Shrub Planting, Gardenia				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 4)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	907-230-A		126 Each		Shrub Planting, Dwarf Yaupon Holly				
(200)	907-230-A		13 Each		Shrub Planting, Burgundy Loropetalum				
(210)	907-230-A		23 Each		Shrub Planting, Dwarf Maiden Grass				
(220)	907-230-A		3 Each		Shrub Planting, Border Forsythia				
(230)	907-230-A		17 Each		Shrub Planting, Pampas Grass				
(240)	907-230-A		21 Each		Shrub Planting, Japanese Cleyera				
(250)	907-230-A		70 Each		Shrub Planting, Clara Indian Hawthorn				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 5)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(260)	907-230-A			36 Each	Shrub Planting, Anthony Waterer Spiraea				
(270)	907-230-A			16 Each	Shrub Planting, Nellie R. Stevens Holly				
(280)	907-230-A			58 Each	Shrub Planting, Morning Light Miscanthus				
(290)	907-230-A			52 Each	Shrub Planting, Sherwood Glossy Abelia				
(300)	907-230-A			362 Each	Shrub Planting, Evergreen Giant Liriope				
(310)	907-230-A			285 Each	Shrub Planting, Silvery Sunproof Liriope				
(320)	907-230-A			107 Each	Shrub Planting, Asian Jasmine				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 6)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(330)	907-230-A		92 Each		Shrub Planting, Dwarf Stella De Oro Daylily				
(340)	907-230-A		202 Each		Shrub Planting, Purple Verbena Homestead				
(350)	907-230-A		116 Each		Shrub Planting, Louisiana Iris				
(360)	907-230-A		6 Each		Shrub Planting, Fig Vine				
(370)	907-230-B		21 Each		Tree Planting, Dynamite Crape Myrtle				
(380)	907-230-B		5 Each		Tree Planting, Nutall Oak				
(390)	907-230-B		9 Each		Tree Planting, Willow Oak				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 7)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(400)	907-230-B			6 Each	Tree Planting, Shumard Oak				
(410)	907-230-B			8 Each	Tree Planting, Little Gem Magnolia				
(420)	907-230-B			19 Each	Tree Planting, Bracken's Southern Magnolia				
(430)	907-230-B			3 Each	Tree Planting, Lennei Saucer Magnolia				
(440)	907-230-B			3 Each	Tree Planting, Slender Silhouette Sweetgum				
(450)	907-230-B			17 Each	Tree Planting, Bald Cypress				
(460)	907-230-B			3 Each	Tree Planting, Eastern Red Cedar				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 8)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(470)	907-230-C		433 Linear Feet		Bed Edging				
(480)	907-230-D		4,921 Square Feet		Bed Preparation				
(490)	232-A		1 Thousand		Fertilizer for Woody Plant Material, Tablet, 21 gram				
(500)	232-A		1 Thousand		Fertilizer for Woody Plant Material, Tablet, 10 gram				
(510)	907-233-A		75 Cubic Yard		Tree Bark Mulch, Type III				
(520)	907-233-A		58 Cubic Yard		Tree Bark Mulch, Type V				
(530)	234-A		791 Linear Feet		Temporary Silt Fence				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 9)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(540)	907-243-B			30 Acre	Landscape Mowing				
(550)	907-258-PP			Lump Sum	Shade Structure	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(560)	907-258-PP			76 Linear Feet	Seat Wall				
(570)	907-258-PP			3 Each	Table and Chairs				
(580)	907-258-PP			5 Each	Litter Receptacle				
(590)	907-258-PP			24 Linear Feet	Handrail				
(600)	907-259-A			4 Each	Lighting Assembly, Nonlighted Bollard				

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 10)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(610)	907-259-B			16 Each	Lighting Assembly, Lighted Bollard				
(620)	907-282-A			14 Each	Sprinkler Head, 1812-PRS-15Q				
(630)	907-282-A			1 Each	Sprinkler Head, 1812-PRS-15T				
(640)	907-282-A			36 Each	Sprinkler Head, 1812-PRS-15H				
(650)	907-282-A			4 Each	Sprinkler Head, 1812-PRS-15EST				
(660)	907-282-A			8 Each	Sprinkler Head, 1812-PRS-15SST				
(670)	907-282-A			30 Each	Sprinkler Head, 1804-PRS-15Q				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 11)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(680)	907-282-A			29 Each	Sprinkler Head, 1804-PRS-15T				
(690)	907-282-A			64 Each	Sprinkler Head, 1804-PRS-15H				
(700)	907-282-A			1 Each	Sprinkler Head, 1804-PRS-15TT				
(710)	907-282-A			6 Each	Sprinkler Head, 1804-PRS-15TQ				
(720)	907-282-A			10 Each	Sprinkler Head, 1804-PRS-15F				
(730)	907-282-A			21 Each	Sprinkler Head, R-50-SAM-PC-1.5				
(740)	907-282-A			54 Each	Sprinkler Head, R-50-SAM-PC-3.0				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 12)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(750)	907-282-A			8 Each	Sprinkler Head, R-50-SAM-PC-4.0				
(760)	907-282-A			64 Each	Sprinkler Head, R-50-SAM-PC-6.0				
(770)	907-282-B			2,663 Linear Feet	Piping, 1/2" Diameter				
(780)	907-282-B			737 Linear Feet	Piping, 3/4" Diameter				
(790)	907-282-B			1,062 Linear Feet	Piping, 1" Diameter				
(800)	907-282-B			886 Linear Feet	Piping, 1 1/4" Diameter				
(810)	907-282-B			1,157 Linear Feet	Piping, 1 1/2" Diameter				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 13)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(820)	907-282-B		297 Linear Feet		Piping, 2" Diameter				
(830)	907-282-B		153 Linear Feet		Piping, 2 1/2" Diameter				
(840)	907-282-B		1,425 Linear Feet		Piping, 3" Diameter				
(850)	907-282-C		63 Linear Feet		Sleeves, 4"				
(860)	907-282-C		601 Linear Feet		Sleeves, 6-inch Diameter				
(870)	907-282-D		5,019 Linear Feet		Valve Control Wire				
(880)	907-282-E		8,380 Linear Feet		Trench Excavation and Backfill				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 14)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(890)	907-282-F			1 Each	Meter With Meter Box, 4"				
(900)	907-282-H			1 Each	Electric Control Valve, 1"				
(910)	907-282-H			2 Each	Electric Control Valve, 1 1/2"				
(920)	907-282-H			16 Each	Electric Control Valve, 2"				
(930)	907-282-I			1 Each	Backflow Preventer, 2 1/2"				
(940)	907-282-J			9 Each	Isolation Value, 3"				
(950)	907-282-K			4 Each	Quick Coupler Key with Hose and Swivel				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 15)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(960)	907-304-I		5,466 Square Yard		Granular Material, Class 6, Group C, State Furnished				
(970)	907-501-B	(C)	214 Square Yard		6" Plain Cement Concrete Pavement, Drag Finish				
(980)	501-E		351 Linear Feet		Expansion Joints, Without Dowels				
(990)	503-C		125 Linear Feet		Saw Cut, Full Depth				
(1000)	601-B	(S)	9 Cubic Yard		Class "B" Structural Concrete, Minor Structures				
(1010)	602-A	(S)	779 Pounds		Reinforcing Steel				
(1020)	603-CA	(S)	41 Linear Feet		18" Reinforced Concrete Pipe, Class III				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 16)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1030)	603-SB	(S)		1 Each	18" Branch Connections, Stub into Inlet				
(1040)	907-603-PP			1 Each	Grate Inlet				
(1050)	604-A			804 Pounds	Castings				
(1060)	604-B			400 Pounds	Gratings				
(1070)	907-607-PP			150 Linear Feet	Temporary Construction Fence				
(1080)	907-607-PP			3 Each	Temporary Construction Double Gate				
(1090)	608-B	(S)		800 Square Yard	Concrete Sidewalk, With Reinforcement				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 17)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1100) 609-D		(S)	2,404	Linear Feet	Combination Concrete Curb and Gutter Type 1				
(1110) 907-611-B		(S)	5,130	Square Feet	Brick Pavers				
(1120) 907-611-E		(S)	435	Linear Feet	Concrete Band				
(1130) 613-D			3	Each	Adjustment of Inlet				
(1140) 907-630-PP			10	Each	Handicap Parking Sign with Post				
(1150) 682-A			1,190	Linear Feet	Underground Branch Circuit, AWG 8, 3 Conductor				
(1160) 682-D			1	Each	Underground Pull Box				

(10/19/2006)

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 18)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(1170)	907-683-B			5 Each	Lighting Assembly, Low Mast, Type 30-1-0-250				
(1180)	907-683-B			4 Each	Lighting Assembly, Low Mast, Type 30-1-1-250				
(1190)	684-A			9 Cubic Yard	Pole Foundation, 24" Diameter				
(1200)	684-B			8 Linear Feet	Slip Casing, 18" Diameter				

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

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 19)

Pike County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DEPENDENT PAY ITEMS</u>									
(1210) 618-A					Lump Sum Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(1220) 620-A					Lump Sum Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(1230) 699-A					Lump Sum Roadway Construction Stakes	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ _____

SECTION 905

LWO-7031-57(005)/501416302

PROPOSAL (Sheet No. 2- 20)

Pike County

TOTAL BID - DIRECT AND DEPENDENT ITEMS\$ _____

*** SIGNATURE STATEMENT ***

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

BIDDER'S SIGNATURE

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option ___* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

_____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.

_____ I (We) desire to be awarded work not to exceed _____ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED _____

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor _____

By _____

Title _____

CERTIFICATE MUST BE EXECUTED

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. **LWO-7031-57(005)/501416302** _____,

in Pike 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ Signature

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. **LWO-7031-57(005)/501416302** _____,

in Pike 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ Signature

(11/23/92S)

S E C T I O N 9 0 2

CONTRACT FOR LWO-7031-57(005)/501416302

LOCATED IN THE COUNTY(IES) OF Pike

STATE OF MISSISSIPPI,
COUNTY OF HINDS

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

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

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

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

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

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

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

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

Witness our signatures this the _____ day of _____, _____.

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

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

S E C T I O N 9 0 3

CONTRACT BOND FOR: LWO-7031-57(005)/501416302

LOCATED IN THE COUNTY(IES) OF: Pike

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the State of Mississippi in the sum of _____

_____ (\$ _____) Dollars, lawful money of the United States of America, to be paid

to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

Signed and sealed this the ____ day of _____ A.D. _____.

The conditions of this bond are such, that whereas the said _____

_____ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of

_____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s)

in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on

file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

_____ in all things shall stand to and abide by and well and truly observe,

do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract,

contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the

manner and form and furnish all of the material and equipment specified in said contract in strict accordance with

the terms of said contract which said plans, specifications and special provisions are included in and form a part of

said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in

Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission

from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud,

or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil

action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State

authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or

otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

SECTION 903 - CONTINUED

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____ A.D. _____.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact

Title _____	_____
(Contractor's Seal)	(Name and Address of Local (Mississippi) Representative) (Surety Seal)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

DATE: _____

PROJECT: LWO-7031-57(005)/501416302

COUNTIES: Pike

LOCATION: Construction necessary for site improvements to the District 7 Complex at McComb, know as State Project No. LWO-7031-57(005) / 501416302, in the County of Pike, State of Mississippi.

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