

MDOT Use Only  
Checked \_\_\_\_\_  
Loaded \_\_\_\_\_  
Keyed \_\_\_\_\_

16 -



SM No. CBWO6205240011

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(EXEMPT)

16

Construction necessary to design, assemble, and install an antenna tower and communications hut at the Lyman Project Office, known as State Project No. BWO-6205-24(001) / 501948301, in the County of Harrison, State of Mississippi.

Project Completion: February 8, 2008

## NOTICE

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

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

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

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

- \_\_\_\_\_ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- \_\_\_\_\_ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- \_\_\_\_\_ First sheet of SECTION 905--PROPOSAL has been completed.
- \_\_\_\_\_ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- \_\_\_\_\_ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- \_\_\_\_\_ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- \_\_\_\_\_ Form OCR-485, when required by contract, has been completed and signed.
- \_\_\_\_\_ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- \_\_\_\_\_ 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

## TABLE OF CONTENTS

**PROJECT: BWO-6205-24-(001) / 501948301 - Harrison County**

901--Advertisement

904--Notice to Bidders: Governing Specifications - # 1  
Final Cleanup - # 3  
Federal Bridge Formula - #12  
Fiber Reinforced Concrete - # 640  
On-The-Job Training Program - # 777  
Payroll Requirements - # 883  
Errata & Modifications to 2004 Standard Specifications - # 1405  
Lyman Transmitter Building - # 1759  
Contract Time - # 1762  
Pre-bid Meeting - # 1764  
Conceptual Tower Design - # 1766

907-105-3: Cooperation By Contractors  
907-107-1: Liability Insurance, w/Supplement  
907-107-6: Legal Relations & Responsibility to Public  
907-108-11: Prosecution and Progress  
907-109-3: Partial Payment, w/Supplement  
907-698-1: Antenna Tower  
907-701-2: Portland Cement  
907-711-3: Synthetic Structural Fiber Reinforcement  
907-714-2: Miscellaneous Materials  
907-804-6: Concrete Bridges and Structures  
906-3: MDOT On-the-Job Training Program  
906-6: MDOT On-the-Job Training Program - Alternate Program

SECTION 905 - PROPOSAL, PROPOSAL SHEET NOS. 2-1 THRU 2-2  
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 27, 2007; 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 27, 2007, and shortly thereafter publicly opened for:

Construction necessary to design, assemble, and install an antenna tower and communications hut at the Lyman Project Office, known as State Project No. BWO-6205-24(001) / 501948301, in the County of Harrison, 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, age, disability, 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 proposals are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at [www.gomdot.com](http://www.gomdot.com).

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

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

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

LARRY L. "BUTCH" BROWN  
EXECUTIVE DIRECTOR

(SPWP)

# 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. 3**

**CODE: (SP)**

**DATE: 05/03/2004**

**SUBJECT: Final Clean-Up**

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Federal Bridge Formula**

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

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

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

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

or

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 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. 1405

CODE: (IS)

DATE: 03/15/2007

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”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
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”.
- 709 715.09.5 In the first sentence of the first paragraph, change “guage” to “gauge”.
- 717 717.02.3.4 In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
- 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. 1759

CODE: (SP)

DATE: 10/25//07

SUBJECT: Lyman Transmitter Building

PROJECT: BWO-6205-24(001) / 501948301 -- Harrison County

Bidders are hereby advised that the following Lyman Transmitter Building Modifications specifications will be required on this project.

### Lyman Transmitter Building Modifications

**Scope of Work:** The Mississippi Department of Transportation desires to construct a 350-foot Antenna Tower and a 10x12 Communications Shelter including but not limited to foundation, power, safety climb devices, beacon mount, lighting system, lightning rod and grounding system. All structures must meet EIA/TIA-222G Standards. The foundation and grounding system must meet Motorola R-56 Standards. The lighting system must be FAA approved. The tower will be constructed at the MDOT Lyman Project Office Complex, 16499 Highway 49, Saucier, MS 39574.

**Project Location/Site:** There is currently a 285-foot guyed wire antenna tower at the site. This tower will remain. Removing the existing tower is not part of this project. The new tower shall be a 350-foot, three-legged tower with solid rod steel legs and braces. Typical EIA soil conditions for the Mississippi Coast should be used by the Contractor to determine bid estimate for the tower foundation. MDOT will provide boring logs & soil samples to the Contractor as an addendum to the project Bid Package. Based on the Final GeoTechnical Soil Report, provided by MDOT, the Contractor must submit a P.E. Certified foundation design to the Project Engineer.

Contractor will be responsible for any required site clearing to accommodate guyed wire anchors and paths.

The Contractor must provide, installed and working on the new tower, the following equipment:

- 1 - DB224 Antenna 6dB gain Omni Propagation Pattern with 7/8" Heliac @ 350 ft with Standoffs provided by Contractor
- 1 - DB 212-4 Antenna with 7/8" Heliac @ 340 ft Northern Propagation Pattern
- 1 - 20 KW Generator with Transfer Switch; Fuel LP GAS
- 1 - 250 gal LP Gas Tank
- 1 - Concrete Pad for Generator per Generator Dimensions
- 1 - Concrete Pad for LP Tank per Tank Dimensions
- 1 - 10X12 Concrete Equipment Shelter

- 1 - Lighting Control Box to be mounted in Shelter
- 1 - Ice Bridge to be connected to between Tower and Point of Entrance to Shelter Per the written Specifications

**Documentation:** The Contractor must provide in their response to this bid a Conceptual Tower Design. Failure to include the conceptual tower design in the bid package may cause the bid to be considered irregular.

All documents and drawings must be professionally drafted, clear, and legible. Contractor must provide an electronic copy of all documents and drawings.

MDOT reserves the right to accept or reject the proposed Conceptual Design at its sole discretion.

**References:** The Contractor must be a reputable, established, and financially stable provider of Antenna Towers and provide a minimum of three references for similar projects to the Project Engineer.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1762**

**CODE: (SP)**

**DATE: 10/25/2007**

**SUBJECT: Contract Time**

**PROJECT: BWO-6205-24-(001) / 501948301 - Harrison County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **February 8, 2008** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued by not later than **November 27, 2007** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of contract.

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 1764**

**CODE: (SP)**

**DATE: 10/25/2007**

**SUBJECT: Pre-Bid Conference**

**PROJECT: BWO-6205-24-(001) / 501948301 - Harrison County**

A Pre-Bid meeting will be held on site at the Lyman Project Office located at 16499 Highway 49 at Saucier, Mississippi at 10:30 A.M. on Friday, November 16, 2007. This meeting is to familiarize bidders with field conditions and answer any question regarding the installation of the Antenna Tower System.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1766**

**CODE: (SP)**

**DATE: 10/25//07**

**SUBJECT: Conceptual Tower Design**

**PROJECT: BWO-6205-24(001) / 501948301 -- Harrison County**

Bidders are hereby advised that the Contractor will be required to submit a conceptual tower design for this project at the time of submitting bid, as referenced in Noticed to Bidders No. 1759. Failure to include the conceptual tower design in the bid package may cause the bid to be considered **IRREGULAR**.

## 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. 907-108-11**

**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**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-3**

**DATE:** 11/21/2006

**SUBJECT:** Changes in Material Costs

After the last paragraph of Subsection 907-109.06.1 on page 1, add the following:

**907-109.07--Changes in Material Costs.** Delete the second sentence of the first paragraph of Subsection 109.07 on page 95, and substitute the following:

When a pay item on the bid sheets indicate that an adjustment is allowed and when a notice to bidders is included in the contract showing current monthly base prices, an adjustment will be provided as follows:

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-109-3**

**CODE: (IS)**

**DATE: 04/21/2006**

**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.** Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, 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 estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-698-1**

**CODE: (SP)**

**DATE: 10/25/2007**

**SUBJECT: Antenna Tower**

**PROJECT: BWO-6205-24(001) / 501948301 -- Harrison County**

Section 907-698, Antenna Tower, is hereby added to and becomes part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

### **SECTION 907-698--ANTENNA TOWER**

**907-698.01--Description.** This special provision describes the specifications and minimum requirements for a total turn-key Antenna Tower solution. The physical location, site descriptions, dimensions, existing load requirements and future load requirements will be provided in a detailed Notice to Bidders.

The Contractor shall be responsible for the complete design, manufacture, assembly, hardware and installation of the steel tower structure including but not limited to the foundation, power, communications building, anchor bolts and templates, one integral welded waveguide ladder, cable safety climb devices, beacon mount, three torque arms, lightning rod, EIA grounding , attachments and other components necessary to form a complete tower to support the radio antennas and related equipment.

The tower shall have demonstrated long-term durability to withstand extreme temperatures, weather conditions and REV "G" wind loading.

Tower must be a Structure Class 3, Exposure Category C, and a Topographic Category 1.

Each tower shall be warranted fully as a complete assembly by the manufacturer for a period of 10 years

**907-698.02--Materials.** The Contractor is responsible for the complete tower and foundation design and shall meet the following minimum design criteria:

- 1) Tower drawings & foundation design must be P.E. Certified.
- 2) The tower shall meet all requirements listed in the latest revision of the Electronics Industry Association Structural Standards for Steel Antenna Tower and Supporting Structures (EIA/TIA-222G).
- 3) Tower must have solid rod steel for legs and bracing.
- 4) All tower materials will be hot dipped galvanized as outlined in ASTM A-153 & A-123.
- 5) The tower structure shall be designed to support the following existing and future loads:

a) At a minimum the structure shall be capable of supporting the following antennas:

Quantity	Antenna	Elevation	Line Size
1	db-224	350'	7/8"
9	1x8 Panel	350'	1 5/8"
1	db-212-4	340'	7/8"
9	1x8 Panel	340'	1 5/8"
9	1x8 Panel	330'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	320'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	310'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	300'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	290'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	280'	1 5/8"
1	6' MicroWave – 6Ghz w/Radome	270'	1 5/8"

- b) In addition, the structure shall be able to support an additional 30 square feet of equal type wind loading to be distributed along the upper 1/2 of the structure.
- c) Appropriate cable types and weights shall be assumed for each of the items listed above.
- d) The design shall be a “worst case” scenario where each of the antennas above is installed as near the top of the structure as possible.
- 6) The structure shall be designed for wind velocity of 140 mph (3 second gust speed), 30 mph 1/4” radial ice, and applicable gust factors in accordance with the EIA/TIA-222G.

**907-698.02.1--General Requirements.** The antenna tower system shall meet the following general requirements:

- 1) A microwave antenna transmits its signal within a limited beam width. This width is a characteristic of the antenna size and the signal frequency. Excessive movement in the tower may result in signal loss. Therefore, the structure shall be designed to provide the stability recommended by the wireless antenna manufacturer submitted by the Contractor for clear reception and transmission of the wireless video and data that is being transmitted. Design calculations shall evaluate both twist and sway to ensure they meet the microwave system’s manufacturers recommendations
- 2) The structure shall include an integral welded climbing ladder designed in an appropriate location and configuration for the structure.
- 3) A Fall Restraint System shall be provided as part of the structure in accordance with OSHA Standard 1926.502, and shall include all attachments, hardware, and all items necessary for a complete system.
- 4) Vertical waveguide cable supports shall be provided on the outside face of the structural members. Cable supports shall be sized to sufficiently handle at least the minimum amount of cable needed for this project.

- 5) The Contractor shall provide and install a shielding apparatus for the purposes of supporting and protecting the coaxial/waveguide between the points where the coaxial/waveguide exit the tower and enter the communications shelter. There shall be a separation of 4' to 6' between the end of the cable ladder and ice shield, and the tower, to allow for expansion and contraction of the length of the cable ladder and ice shield as temperatures changes. The cable bridge shall be capable of supporting at a minimum the coax/wave guide runs for the minimum antenna configuration listed in section 5.a of these specifications. The supporting posts shall all be capped/sealed as to prevent entry of water/moisture into the pipe.
- 6) The structure shall be grounded in accordance with Motorola R56 standards.
- 7) The structure shall include all hardware, mounting devices, brackets, bolts and assemblies necessary to mount the antennas.
- 8) The structure shall be galvanized in accordance with ASTM A153 to protect the entire structure from rust and corrosion.

The Contractor shall provide the Engineer four sets of calculations and shop drawings for all items associated with the manufacturing, construction and installation of the tower structure and foundation. All structural plans, calculations and materials shall be approved by the Engineer and MDOT Bridge Division. Each design and shop drawing must be stamped by a registered professional Engineer.

Shop drawings must be approved prior to fabrication, and it is expressly understood and agreed upon that said approval does not relieve the Contractor of its responsibility for the proper design, fabrication and erection of the structure.

**907-698.02.2--Foundation Requirements.** The antenna tower shall meet the following foundation requirements:

- 1) Foundation design must be P.E. certified and based on normal soil conditions and EIA standards.
- 2) Custom foundation drawings must be provided to the Project Engineer upon completion of the GeoTechnical Soil Report.
- 3) MDOT will provide the GeoTechnical Soil Report.
- 4) Foundation design should be drilled shaft or driven pile and should account for uplift conditions. Foundations shall conform to Section 803 of the 2004 Standard Specifications.

**907-698.02.3-Antenna Tower Grounding Requirements.** Tower and ice shield bridge grounding must meet all Motorola R-56 Standards.

**907-698.02.4-Antenna Tower Lighting Requirements.** The antenna tower lighting shall meet the following requirements:

- 1) The installed lighting system shall be a Dual Lighting system consisting of Strobe Medium Intensity Flashing white system for daytime and twilight, and red obstruction

- light system for nighttime. The lighting system shall meet FAA Advisory Circular AC-70/7460-1K "Obstruction Marking & Lighting" Guidelines.
- 2) The beacon(s) shall have a flash rate which meets FAA requirements and shall not be affected by changes in line voltage or frequency.
  - 3) The control unit/power supply shall be solid state design and is to be mounted in the communications shelter. The lighting system shall operate on 120 volt AC 60 Hz single phase power.
  - 4) There shall be a minimum of three (3) alarm outputs provided as listed below. These alarm outputs shall be dry contact closures.
    - a) Top beacon strobe problem which includes failure and/or out of tolerance flash rate.
    - b) Top beacon red light problem which includes a failure and/or out of tolerance flash rate.
    - c) Red light side light problem.
  - 5) There shall be a minimum of two (2) status outputs provided as listed below. These status outputs shall be dry contact closures.
    - a) Day time strobe functioning.
    - b) Night time red lights functioning.
  - 6) These dry contacts shall monitor the state of the controller. Designs which monitor the photocell to determine day/night status shall not be allowed.
  - 7) The unit shall be equipped with lightning arrestor and transient surge suppression on all electronics.
  - 8) One (1) hardcopy written manual and one (1) electronic copy of the manual shall be provided for the lighting system. The technical manual shall accurately describe service procedures, with module description circuit diagrams, replacement parts list, installation procedures, mechanical details, and termination points for equipment exactly as purchased.
  - 9) There shall be no interference generated by the lighting system that could possibly interfere with the radio systems on the tower. If there is, Contractor will correct at his own expense to the satisfaction of the Project Engineer.
  - 10) Obstruction light mounts properly sized for the legs shall be provided. Obstruction light fixtures shall be constructed of a corrosion resistant metal. Non-metallic fixtures will not be accepted.

**907-698.02.5--Tower Communications Shelter Requirements.** The equipment building shall be of a modular, prefabricated type construction. The walls shall be concrete with reinforcing steel, polypropylene fiber reinforced, 4,000 PSI minimum at 28 days compressive strength. The building size shall be a minimum of 10' x 12' x 8'6" for the outside dimensions.

Minimum design loads shall be:

- Seismic load performance category "C", Exposure Group III
- Standard Live Roof Load – 60 PSF
- Standard Floor Load – 250 PSF
- Standard Wind Loading – 130 MPH

The roof panel shall slope 1" from center to sides. The roof shall extend a minimum of 1½"



beyond the wall panel on each side.

Roof, floor, and wall panels must each be produced as single component monolithic panels. No roof, floor, or vertical wall joints will be allowed except at corners. Wall panels shall set on top of floor panel.

Included in the building are:

- 3'0" x 7'0" x 1¾" galvanized steel door and frame with dead bolt lock, door knob and three (3) keys,
- The entry door shall be in the 10' wall opposite the 10' wall with the coax entry port.
- Distribution panel board, 120/240 VAC interior, single phase, three wire, 125 amp main including breakers, (with 40-circuit minimum load panel)
- 4-foot fluorescent ceiling mount fixture with two 40-watt cool white lamps,
- HPS exterior light with photocell, 120 VAC,
- 5 ton, 17,000 BTU, 5-kw unit, 30 AMP, 120 VAC AC unit.
- Minimum of three 120 VAC grounded duplex receptacles and all conduit and wiring,
- Finished walls and ceiling with insulation and vinyl floor tiles,
- Exposed aggregate finish or comparable finish as directed by Engineer,
- 12 port coax entry port located in the 10' wall closest to the tower.
- 10" x 20" opening in the floor for conduit risers, location to be determined by Engineer; and,
- Halo ground system.

As part of site preparation, the area surrounding the tower communications building shall be leveled and prepared with a layer of Geotextile (Type III Erosion Control) and then a 5" thick layer of Mineral Aggregate (size 57), in addition to a 5' x 3' concrete pad (5" thick) shall be installed in front of the door. The cost of the items shall be included in the lump sum price bid for the Tower Communications Hut.

**907-698.03--Construction Requirements.**

**907-698.03.1--Installation Requirements.** Installation of the antenna tower system shall be as follows:

- 1) Contractor must receive confirmation from the FAA (form 7460-1) for final tower height and the approved lighting system, and comply.
- 2) Security Requirements/
  - a) Field Employees of Contractor & all sub-contractors must be CPR and First Aid certified (CFR 1926.23).
  - b) All climbing employees must be trained and equipped for fall protection and rescue (CFR 1926 Subpart M) and meet all OSHA requirements.
  - c) Contractor must have in place and enforce a Safety Program and provide a written copy to the Engineer through MDOT's normal submittal process.

- d) The Contractor must have a Work Comp Mod Index of 1.0 or less for the previous three years.
- e) The Contractor must have all the necessary insurance policies that name MDOT as an additional insured.
- 3) All exterior electrical wiring shall be installed in liquid proof conduit with appropriate fittings
- 4) All interior electrical wiring shall be installed in thin-wall metal conduit with appropriate fittings.
- 5) Holes through walls shall be sealed around, on both sides, using white, 30 year, paintable, silicone caulk. Large voids or any damage to masonry shall be repaired with quick-setting cement such as rockite or equal, followed by caulking, if needed.
- 6) Exterior conduits shall be buried along paths between building and generator set per project plans
- 7) The vendor/contractor is responsible for site clean-up. All trash, discarded, expendable, and unused materials shall be removed from the site immediately after completion of installation. Spilled concrete, paint, sealants and similar materials shall be cleaned up in all areas.
- 8) The vendor/contractor shall be held liable for damage caused by negligent contractor's actions to any and all existing buildings, towers, cables, wiring lighting, HVAC systems, radio equipment, and all other State property at the site during the installation work and subsequent system testing if any damage occurs.
- 9) The vendor/contractor shall be responsible for security of all supplied equipment and materials left at the work site during installation.

**907-698.03.2--Blank.**

**907-698.03.3--Testing Requirements.** The following are the requirements for testing the antenna tower system.

- 1) Construction of tower, attachments, and communications shelter are all subject to inspection from an independent inspector contracted by MDOT.
- 2) Tightness on 10% of the overall tower bolts should be checked, including 10% of the bolts in each section of tower.
- 3) The tower must be plum with no twist in the tower.
- 4) All Guy wires must have proper tension per manufacturer's specifications.
- 5) The Engineer shall have the option to witness all tests.
- 6) Grounding System must meet all Motorola R-56 testing guidelines.

**907-698.04--Method of Measurement.** Antenna Tower and Tower Communication Hut, complete in place, will be measured per lump sum, inclusive of all wiring, hardware, and incidentals necessary to complete the work.

Antenna Tower will each be paid on a lump sum basis as follows:

- 20% of the contract unit price upon complete installation of foundations.
- 50% of the contract unit price upon delivery of the complete structure to the site.

- 30% of the contract unit price upon complete installation and Project Release for Maintenance of the structure.

The Tower Communications Hut will each be paid on a lump sum basis as follows:

- 35% of the contract unit price upon on-site delivery of the Hut building.
- 55% of the contract unit price for complete installation of hub building, electrical system and service feed, HVAC system, interior grounding, exterior grounding, ground testing, site preparation and cleanup, fencing, and all interior equipment and materials.
- 10% of the contract unit price upon Project Release for Maintenance of the Tower Communications Hut.

**907-698.05--Basis of Payment.** Antenna Tower and Tower Communication Hut, measured as prescribed above, will be paid for at the contract unit price lump sum, which price shall be full compensation for furnishing all materials, construction installation, connecting, testing, for all equipment, tools, labor, and incidentals required to complete the work.

907-698-A: Antenna Tower - lump sum

907-698-B: Antenna Tower Communications Hut - lump sum

# 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 <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II <sup>* **</sup> 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 <sup>*</sup> 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. 907-711-3

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-2

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  $\text{Na}_2\text{O}$ , 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. 907-804-6

CODE: (SP)

DATE: 12/06/2006

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--Materials.** Delete in toto Subsection 804.02 on pages 846 through 861 and substitute the following.

**907-804.02.1--General.** The materials for concrete bridges and structures, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement .....	701.01 and 701.02
Admixtures .....	713.02
Fly Ash .....	714.05
Water .....	714.01.1 and 714.01.2
Fine Aggregate .....	703.02
Coarse Aggregate .....	703.03
Curing Materials .....	713.01
Joint Materials .....	707.01, 707.02, and 707.07
Structural Steel Joints and Bearing Devices .....	717.01
Sheet Copper .....	716.07.2
Bronze Bearing Devices .....	716.06
Copper-Alloy Bearing Devices .....	716.07.1
Self-Lubricating Bearing Plates .....	716.08
Bearing Pads .....	714.10
Wire Rope or Wire Cable for Prestressed Concrete .....	700.01 and 711.03
Sprayed Finish for Concrete Surface .....	714.12
Reinforcing Steel .....	711.02
Ground Granulated Blast Furnace Slag (GGBFS).....	714.06
Metakaolin .....	714.07.01

**907-804.02.2--Use, Care and Handling.** The use, care and handling of materials shall conform to the applicable requirements of Subsection 501.03.10 and the specific requirements of Subsections 907-804.02.4 and 907-804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure. Should the Contractor, with written permission of the Engineer, elect to substitute high early strength cement for cement of the type specified, the Contractor will not receive additional compensation for the substitution.

**907-804.02.3--Blank.**

**907-804.02.4--Care and Storage of Concrete Aggregates.** The handling and storage of aggregates shall be such as to prevent segregation or contamination with foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

When specified, coarse aggregates shall be separated into two or more sizes in order to secure greater uniformity of the concrete mixture. Different sizes of aggregate shall be stored in separate stock piles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

**907-804.02.5--Storage of Cement.** All cement shall be stored in suitable weather-proof buildings or bins. These buildings or bins shall be placed in locations approved by the Engineer. Provision for storage shall be ample, and the shipments of cement as received shall be stored separately or other provisions made to the satisfaction of the Engineer for easy access for the identification, inspection, and sampling of each shipment as deemed desirable. Stored cement shall meet the test requirements at any time after storage when a retest is ordered by the Engineer.

On small jobs, open storage consisting of a raised platform and ample waterproof covering may be permitted by written authorization from the Engineer.

When specified, the Contractor shall keep accurate records of deliveries of cement and of its use in the work. Copies of these records shall be supplied in the form required by the Engineer.

**907-804.02.6--Classification and Uses of Concrete.** When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes and their uses are as follows:

- (1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- (2) Class A - Concrete for use where indicated.
- (3) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- (4) Class C - Massive sections or lightly reinforced sections.
- (5) Class D - Massive unreinforced sections and riprap.
- (6) Class F - Concrete for prestressed members.
- (7) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- (8) Class S - For all seal concrete deposited under water.
- (9) Class DS - Drilled Shaft Concrete

**907-804.02.7--Composition of Concrete.** The composition of concrete mixtures shall meet the requirements of these specifications.

**907-804.02.8--Blank.**



**907-804.02.9--Blank.**

**907-804.02.10--Portland Cement Concrete Mix Design.** At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mix designs. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mix designs shall be for the class concrete required by the contract plans and shall meet the requirements of the “Master Proportion Table for Structural Concrete Design” listed in Table 3. The concrete producer shall assign a permanent unique mix number to each mix design. All concrete mix designs will be reviewed by the Central Laboratory prior to use. Concrete mix designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

**Table 3  
MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN**

CLASS	COARSE AGGREGATE SIZE NO. *	MAXIMUM WATER/CEMENTITIOUS ** RATIO	SPECIFIED COMPRESSIVE STRENGTH ( $f'_c$ ) psi	MAXIMUM SLUMP *** inches	TOTAL AIR CONTENT %
AA	57 or 67	0.45	4000	3	3.0 to 6.0
A	57 or 67	0.45	4000	3	3.0 to 6.0
B	57 or 67	0.50	3500	4	3.0 to 6.0
C	57 or 67	0.55	3000	4	3.0 to 6.0
D	57 or 67	0.70	2000	4	3.0 to 6.0
F	67	0.40	5000	3	****
FX	67	(As required by special provisions)		3	****
S	57 or 67	0.45	3000	8	3.0 to 6.0
DS	67	0.45	4000	*****	****

\* Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.

\*\* Maximum replacement of Portland cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag. The addition of fly ash as a replacement for cement will not be permitted in Type IP blended hydraulic cement, Portland cement combined with ground granulated blast furnace slag or Type III Portland cement when specified in the contract.

\*\*\* The slump may be increased up to 6 inches with an approved mid-range water reducer or up to 8 inches with an approved type F or G high range water reducer. A mid-range water reducer is classified as a water reducer that reduces the mix water a minimum of 8% when compared to a control mix with no admixtures. Minus slump requirements shall meet those set forth in Table 3 of AASHTO M157 specifications.

\*\*\*\* No entrained air except for pilings exposed to seawater.

\*\*\*\*\* 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.

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.

**907-804.02.10.1--Proportioning of Portland Cement Concrete Mix Design.** Proportioning of Portland cement concrete shall be based on an existing mix of which the producer has field experience and documentation or based on a recently batched laboratory mix tested according to the required specifications.

**907-804.02.11--Concrete Batch Plants.** The concrete batch plant and assigned mixer trucks shall be on the list of approved concrete batch plants and mixer trucks. The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

**907-804.02.12--Blank.**

**907-804.02.13--Sampling and Testing.** Sampling and testing will be the responsibility of the Department at the frequency listed in Table 4.

**TABLE 4**

**MINIMUM REQUIREMENTS FOR SAMPLING AND TESTING**

<b>Quality Assurance Tests</b>	<b>Frequency</b>	<b>AASHTO/ASTM Designation</b>
<b>A. AGGREGATES</b>		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd <sup>3</sup> Concrete	T 27
3. Coarse Aggregates Gradation and FM	250 yd <sup>3</sup> Concrete	T 27
<b>B. PLASTIC CONCRETE</b>		
1. Sampling		T 141
2. Air Content	Every 50 yd <sup>3</sup>	T 152 or T 196
3. Slump	Every 50 yd <sup>3</sup>	T 119
4. Compressive Strength	One set (two cylinders) for every 50 yd <sup>3</sup> inclusive. A test shall be the average of two cylinders.	T 22, T 23, T 231
5. Temperature	With each sample	C 1064

**907-804.02.13.1--Basis of Acceptance.**

**907-804.02.13.1.1--Slump.** Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.2--Air.** Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.3--Blank.**

**907-804.02.13.1.4--Temperature.** Cold weather concreting shall follow the requirements of Subsection 804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete containing a slump retention admixture and for concrete mixes containing pozzolanic materials as a replacement of Portland cement. For other classes of concrete without pozzolanic materials, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

**907-804.02.13.1.5--Compressive Strength.** Concrete which does not meet the minimum required compressive strength listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN, shall be removed by the Contractor at no cost the Department.

**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 [the current Minimum Federal Wage Rate](#), 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.

Construction necessary to design, assemble, and install an antenna tower and communications hut at the Lyman Project Office, known as State Project No. BWO-6205-24(001) / 501948301, in the County of Harrison, 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 CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

**\*\*\*BID SCHEDULE\*\*\***

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
<b>Roadway Items</b>									
0010	647-A004		2	Each	Pullbox, Type 5				
0020	657-B003		1,155	Linear Feet	Fiber Optic Drop Cable, 12 SM				
0030	668-A029		1,130	Linear Feet	Traffic Signal Conduit, Underground, Rolled Pipe, 2"				
0040	668-B024		50	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"				
0050	682-A020		105	Linear Feet	Underground Branch Circuit, AWG 2/0, 3 Conductor				
0060	907-698-A001		1	Lump Sum	Antenna Tower	XXXXXXXX	XXX		
0070	907-698-B001		1	Lump Sum	Antenna Tower Communications Hut	XXXXXXXX	XXX		

\*\*\* BID CERTIFICATION \*\*\*

TOTAL BID.....\$\_\_\_\_\_

\*\*\* 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

\_\_\_\_\_  
BIDDER'S COMPANY

\_\_\_\_\_  
BIDDER'S FEDERAL TAX ID NUMBER

**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. **BWO-6205-24-(001) / 501948301**

in **Harrison** 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)

**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. **BWO-6205-24-(001) / 501948301**

in Harrison 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 BWO-6205-24-(001) / 501948301

LOCATED IN THE COUNTY(IES) OF Harrison

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: **BWO-6205-24-(001) / 501948301**

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

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
	Address _____ _____ _____
Title _____ (Contractor's Seal)	_____ Local Mississippi Representative
	(Signature) Local Mississippi Representative
	Address _____ _____ _____
	_____ (Surety Seal)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**HAUL PERMIT FOR BRIDGES**

**WITH**

**POSTED WEIGHT LIMITS**

**DATE:** \_\_\_\_\_

**PROJECT: BWO-6205-24-(001) / 501948301**

**COUNTIES: Harrison**

**LOCATION: Construction Necessary To Design, Assemble, And Install An Antenna Tower  
And Communication Hut At The Lyman Project Office.**

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