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SM No. CSTP0003011441

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(NONEXEMPT)

9

Construction necessary to build a bridge pathway and landscaping on US 90 at St. Louis Bay and Biloxi Bay, known as Federal Aid Project Nos. STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301, in the Counties of Harrison and Jackson, State of Mississippi.

Project Completion: December 31, 2010

NOTICE

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

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

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

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

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- _____ Form OCR-485, when required by contract, has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- | _____ 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.
- | _____ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS,
OCR-485.

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, October 27, 2009; 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, October 27, 2009, and shortly thereafter publicly opened for:

Construction necessary to build a bridge pathway and landscaping on US 90 at St. Louis Bay and Biloxi Bay, known as Federal Aid Project Nos. STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301, in the Counties of Harrison and Jackson, State of Mississippi.

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

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

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

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

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, MDOT Shop Complex, Building C, Room 114, 2567 North West Street, Jackson, Mississippi 39216, Telephone (601) 359-7460 or e-mail at plans@mdot.state.ms.us or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

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

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

LARRY L. "BUTCH" BROWN
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151

CODE: (IS)

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

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.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

DATE: 06/06/2008

The goal is 7 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website (<http://www.gomdot.com/applications/bidsystem/currentletting.aspx>) for results. Bid tabulations are usually posted by 3:00 pm on Letting Day.

Form OCR-481 is available at http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/MDOT_OCR481.pdf or by calling 601-359-7466.

All OCR-481s must be returned within 10 days following the bid letting to the MDOT Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850.

For answers to questions, contact the MDOT Office of Civil Rights at (601) 359-7466.

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

The bidder hereby gives assurance pursuant to the applicable requirements of "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

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

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 696

CODE: (IS)

DATE: 12/20/2005

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the [Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users \(SAFETEA-LU\)](#) and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE:

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

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

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

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

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

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

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

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

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

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

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

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was awarded, and who is still active. All DBE replacements must be approved by the Department.

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

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

GOOD FAITH EFFORTS

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

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

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

PARTICIPATION / DBE CREDIT

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

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

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

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

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

DEFAULT

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

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

SANCTIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 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. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

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. 1808

CODE: (IS)

DATE: 09/09/2008

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that **"All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel"**. High-visibility safety apparel is defined in the CFR as **"personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear"**. All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as **"people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway"**.

You can access this final rule at the following link:

<http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1869

CODE: (SP)

DATE: 02/01/2008

SUBJECT: Minimum Wage Rate

Bidders are advised of an increase in the minimum federal wage rate established by the United States Department of Labor Wage and Hour Division beginning July 24, 2007. On July 24, 2007, the minimum wage rate was increased to \$5.85 per hour.

MDOT gets the minimum wage rates and classifications that are used in proposals from the Department of Labor website. Because of delays in posting to the website, the wages rates and classifications in this proposal may not contain the latest information regarding wage rates and classifications.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273, minimum federal wage rates must be paid.

Below are Federal minimum wage rates and effective dates.

Beginning July 24, 2007	\$ 5.85
Beginning July 25, 2008	\$ 6.55
Beginning July 24, 2009	\$ 7.25

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1922

CODE: (SP)

DATE: 03/31/2008

SUBJECT: Non-Quality Control / Quality Assurance Concrete

Bidders are advised that the following pay items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of these pay items will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

<u>Pay Item</u>	<u>Description</u>
221	Paved Ditches
601	Structural Concrete, Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

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

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

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

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

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalf/calf_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2239

CODE: (SP)

DATE: 01/06/2009

SUBJECT: Department of Labor Ruling

On December 19, 2008 the U.S. Department of Labor issued a final rule revising their regulations in 29 CFR Parts 3 and 5. This rule takes effect for all Federal funded contracts awarded after January 19, 2009.

The primary change in the rule is a provision that requires Contractors to limit the amount of personal information on the weekly payroll submissions. Personal addresses and full social security numbers may no longer be used. Contractors must use an ". . . individually identifying number for each employee (e.g., the last four digits of the employee's social security number)." Form FHWA-1273 - "Required Contract Provisions Federal-aid Construction Contracts" will eventually be revised to reflect this change.

Until the revised is made to FHWA-1273, bidders are advised to disregard any requirement in FHWA-1273 regarding the use of personal addresses and full social security numbers, such as in Section V, Paragraph 2b.

Bidders are also advised that the requirement for maintaining and submitting form FHWA-47, as referenced in FHWA-1273 Section VI, is no longer required on construction projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2348

CODE: (SP)

DATE: 01/20/2009

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

**PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 -- Harrison
& Jackson Counties**

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

The Department has acquired Certificate of Permit Coverage MSR-105534 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

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

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

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

The Contractor shall make inspections in accordance with condition No. S-4, page 14, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the inspection form provided with the packet completed shall be sufficient. The weekly inspections must be documented monthly on the Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

An amount equal to 25 percent (25%) of the total estimated value of the work performed during each period in which the Contractor fails to submit monthly the completed Inspection and

Certification Form to the Project Engineer will be withheld from the Contractor's earned work. Thereafter, on subsequent successive estimate periods, the percentage withheld will be increased at the rate of 25 percent per estimate period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly estimate for partial payment following the date the monthly submittal of the completed Inspection and Certification Form is brought back into compliance with this specification.

Upon successful completion of all permanent erosion and sediment controls, accepted and documented by the full maintenance release, the Project Engineer shall submit a completed Notice of Termination (NOT) of Coverage to the Office of Pollution Control. If no sediment and/or erosion control problems are identified by MDEQ's inspection of the site, the Construction Storm Water Permit Coverage is terminated.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2361

CODE: (SP)

DATE: 01/26/2009

SUBJECT: Mississippi Resident Agent Requirement

Bidders are advised of new changes in the proposal bond forms and required signatures. Commencing with the February 2009 letting, non-resident agents **WILL NOT** be allowed to sign contract documents, including bonds and insurance. Qualified non-resident agents that were allowed to sign contract documents in the January 2009 letting will not be allowed in future contracts until further notice. Only Mississippi Resident Agents will be allowed to sign contract documents.

Another change for the February 2009 letting is that the new performance bond and new payment bond that was utilized in the January 2009 proposals has been replaced with the one contract bond used by MDOT prior to the January 2009 letting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. [2382](#)

CODE: (IS)

| DATE: [02/12/2009](#)

| SUBJECT: **Status of Right-of-Way**

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

| The status of right-of-way acquisition, utility adjustments, [encroachments](#), potentially contaminated sites [and asbestos containment](#) are set forth in [the following](#) attachments.

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

**STATUS OF RIGHT-OF-WAY
STP-0003-01(144)
105556-301000
HARRISON COUNTY
July 13, 2009**

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

NONE.

**STATUS OF RIGHT-OF-WAY
STP-0003-01(145)
105557-301000
JACKSON COUNTY
August 14, 2009**

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

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STP-0003-01(144)
105556/301000
Harrison COUNTY
July 07, 2009

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

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

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

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STP-0003-01(145)
105557-301000
JACKSON COUNTY
May 11, 2009

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES

STP-0003-01(144)

105556-301000

Harrison COUNTY

July 07, 2009

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

STATUS OF POTENTIALLY CONTAMINATED SITES

STP-0003-01(145)

105557-301000

JACKSON COUNTY

May 11, 2009

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

ENCROACHMENT CERTIFICATION

STP-0003-01(144)

105556301

HARRISON COUNTY(IES)

July 3, 2009

This is to certify that the above captioned project has been inspected and no encroachments were found.

ENCROACHMENT CERTIFICATION

STP-0003-01(145)

105557301

JACKSON COUNTY(IES)

August 12, 2009

This is to certify that the above captioned project has been inspected and no encroachments were found.

UTILITY STATUS REPORT

STP-0003-01(144)

105556301

HARRISON COUNTY(IES)

July 13, 2009

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

Forty-eight hours prior to commencing any excavation, the Contractor is advised to call MS-One-Call at 1-800-227-6477.

AT&T Mississippi.

Has a fiber optic running along the east side of 3rd Avenue.

The fiber line has been identified at 24" to 36" below natural ground.

Therefore, the structure thickness of the parking area and the sidewalk should not damage the fiber.

Contractor's operations should not be adversely affected.

Cable One Inc.

No service in construction area.

Contractor's operations should not be adversely affected.

Mississippi Power Company

No service in construction area.

Contractor's operations should not be adversely affected.

Total Environmental Services

Has a 6" water line running along the west side of 3rd Avenue.

The water line has been identified at 40"to 48 "below natural ground.

Therefore the structure thickness of the parking area and the sidewalk should not damage the water line.

Contractor's operations should not be adversely affected.

UTILITY STATUS REPORT

STP-0003-01(145)

105557301

JACKSON COUNTY(IES)

August 12, 2009

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

Forty-eight hours prior to commencing any excavation, the Contractor is advised to call MS-One-Call at 1-800-227-6477.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2400

CODE: (SP)

DATE: 02/19/2009

SUBJECT: Removal of Haul Permit

Bidders are advised that the Haul Permit that had been previously included in the back of the proposal is no longer included in MDOT contracts. The Contractor, Subcontractors, Suppliers, and others transporting loads exceeding the posted limit on bridges when making deliveries to and from the project will no longer be allowed. Bidders are advised that when a road is open to the traveling public, the posted weight limit will be enforced for everyone, including the successful bidder of the project. Bidders are advised to consider this when preparing their bid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2438

CODE: (SP)

DATE: 03/16/2009

SUBJECT: American Recovery and Reinvestment Act (ARRA) Sign

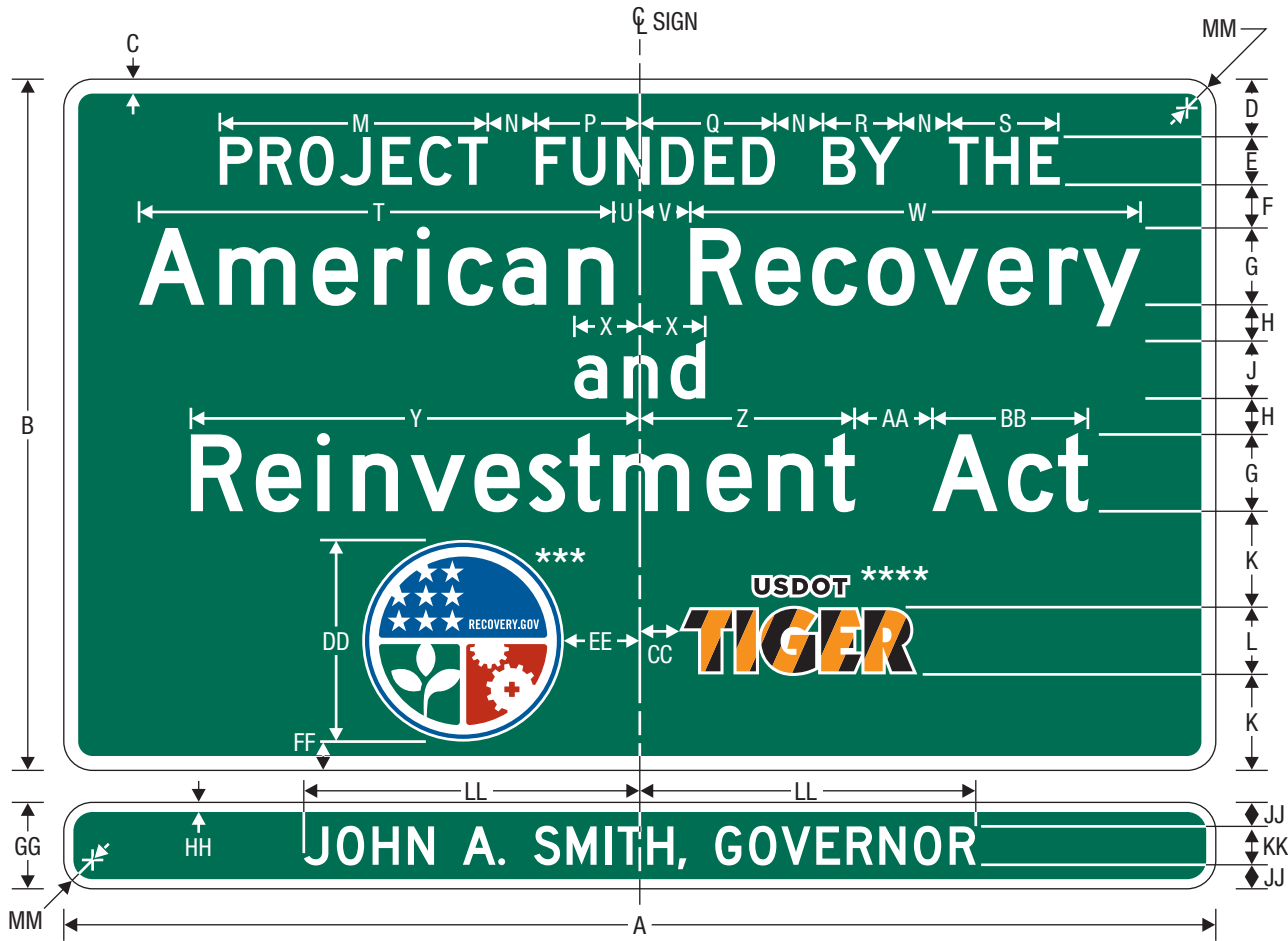
Bidders are hereby advised that the Contractor shall install, maintain, and remove two (2) economic recovery signs at the beginning (BOP) and end (EOP) of this project, unless otherwise directed by the Engineer. A picture of the signs and the dimensions of the signs are shown on the attached sheets. The signs shall be constructed, installed and maintained in accordance with the MUTCD, and Sections 618 & 619 of the Standard Specifications. These signs shall be fabricated from 0.125" sheet aluminum. Signs shall be mounted on three (3) - three pounds per linear foot (3 lbs. / ft.) U-Section posts. Each post shall be 14 feet long mounted onto another 14-foot U-Section post driven halfway into the ground. All cost of installing and maintaining the signs, including material, labor, posts, hardware, etc., will be measured and paid for under the pay item no. 619-D4.

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



PROJECT FUNDING SOURCE
SIGN ASSEMBLY

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



PROJECT FUNDING SOURCE SIGN AND OPTIONAL SUPPLEMENTAL PLAQUE

NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE (SEE SHEET 3).

NOTE: SEE SHEET NO. 6 FOR DETAILS OF SUPPLEMENTAL SIGN SHOWING COMMISSIONER'S NAMES.

A	B	C	D	E	F	G	H	J	K	L	M	N	P
█	█	█	█	█	█	█	█	█	█	█	█	█	█
84	54	1	5	4 C	3.5	6 C*	3	4D*(3LC)	7.25	5	19.047	4	7.362

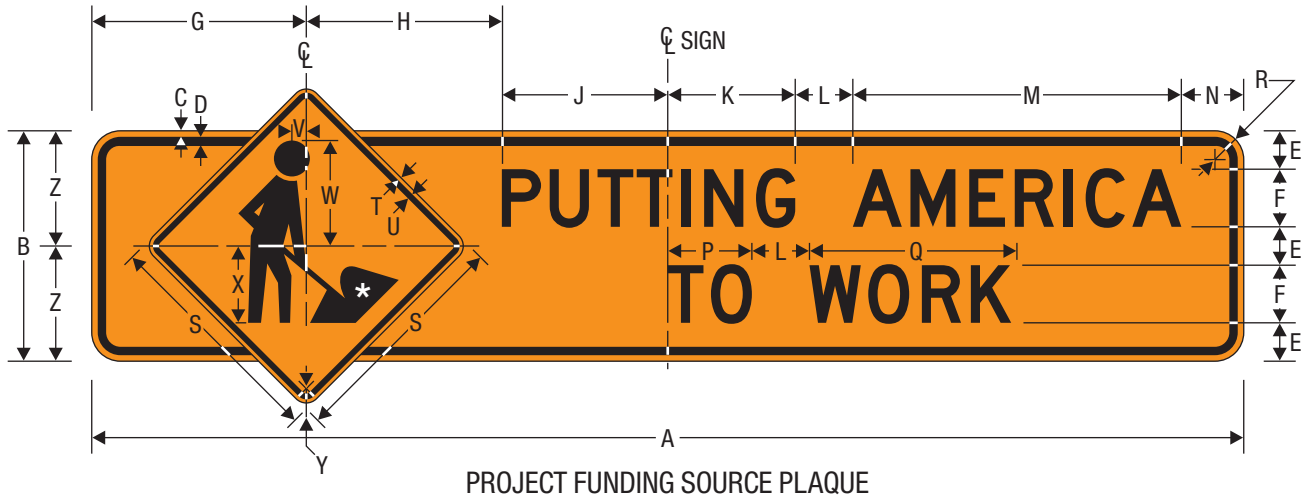
Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
█	█	█	█	█	█	█	█	█	█	█	█	█	█
9.484	5.162	7.763	31.722	2.415	3.585	30.552	4.542	30.911	14.737	6	10.175	3	15

EE	FF	GG	HH	JJ	KK	LL	MM
█	█	█	█	█	█	█	█
6	2.25	9	.75	2.75	3.5 C	VAR	2.25

- * Increase character spacing 50%
- ** Series C may be used for longer legends
- *** See Pictograph page 4
- **** See Pictograph page 5

COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)
BACKGROUND GREEN (RETROREFLECTIVE)

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN (SEE SHEET 2).

* See *Standard Highway Signs* Page 6-59 for symbol design.

A	B	C	D	E	F	G	H	J	K	L	M	N	P
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

Q	R	S	T	U	V	W	X	Y	Z
14.009	2.25	18	0.375	0.625	1	7	6	1.5	9

COLORS: LEGEND, BORDER — BLACK
BACKGROUND — ORANGE (RETROREFLECTIVE)

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



RECOVERY
Vector-Based, Vinyl-Ready Pictograph

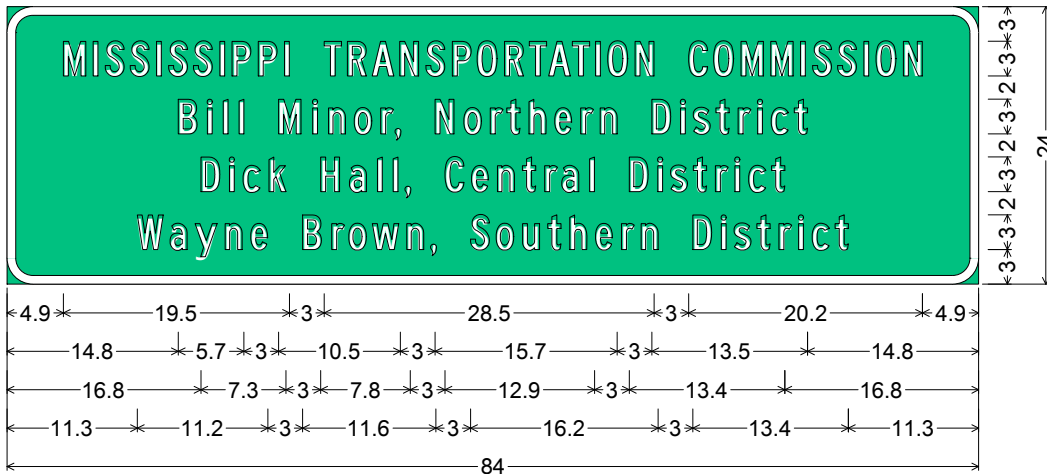
- | | |
|--------------------------|---------------------------|
| COLORS: LEGEND, OUTLINE | — WHITE (RETROREFLECTIVE) |
| BORDER | — BLUE (RETROREFLECTIVE) |
| BACKGROUND (UPPER) | — BLUE (RETROREFLECTIVE) |
| BACKGROUND (LOWER RIGHT) | — RED (RETROREFLECTIVE) |
| BACKGROUND (LOWER LEFT) | — GREEN (RETROREFLECTIVE) |

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



USDOT TIGER
Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE — WHITE (RETROREFLECTIVE)
USDOT LEGEND — BLACK
TIGER DIAGONALS — BLACK,
ORANGE (RETROREFLECTIVE)



2.3" Radius, 0.8" Border, White on Green;

"MISSISSIPPI TRANSPORTATION COMMISSION" C; "Bill Minor, Northern District" C;

"Dick Hall, Central District" C; "Wayne Brown, Southern District" C;

Table of distances between letter and object lefts.

4.9	M	I	S	S	I	S	S	I	P	P	I								
	2.5	1.1	2.1	2.3	1.1	2.1	2.3	1.0	2.3	2.3									
		T	R	A	N	S	P	O	R	T	A	T	I	O	N				
		3.4	2.0	2.2	2.3	2.3	2.3	2.1	2.4	2.2	1.6	2.1	2.0	1.0	2.4				
		4.6	2.2	2.3	2.6	2.6	1.1	2.1	2.3	1.0	2.4	1.6	4.9						
14.8	B	i	l	i	M	i	n	o	r	,	N	o	r	t	h	e	r	n	
	2.5	1.4	1.4	3.4	2.9	1.4	2.2	2.3	1.3	3.4	2.5	2.3	1.4	1.9	2.2	2.3	1.7		
		4.4	2.5	1.1	2.0	1.9	1.7	1.2	2.0	1.1	14.8								
16.8	D	i	c	k	H	a	l	l	,	C	e	n	t	r	a	i			
	2.4	1.2	2.2	4.5	2.5	2.4	1.4	1.0	3.5	2.2	2.3	2.2	1.9	1.5	2.4				
		3.4	2.5	1.1	1.9	1.9	1.7	1.2	2.0	1.1	16.8								
11.3	W	a	y	n	e	B	r	o	w	n	,	S	o	u	t	h	e	r	n
	2.8	2.1	2.6	2.3	4.4	2.6	1.4	2.1	3.0	2.1	3.4	2.2	2.3	2.1	2.0	2.2	2.2	1.7	
		4.5	2.5	1.1	1.9	1.9	1.7	1.2	2.0	1.1	11.3								

COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)
 BACKGROUND — GREEN (RETROREFLECTIVE)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2476

CODE: (SP)

DATE: 03/26/2009

SUBJECT: Requirements Under Section 902 of the ARRA

Bidders are advised that Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2594

CODE: (SP)

DATE: 05/12/2009

SUBJECT: Special Reporting Criteria

Bidders are advised that this project is using funds from the American Recovery and Reinvestment Act (ARRA) of 2009 and will require the Contractor to report certain information regarding the creation of new positions or employment resulting in the construction of this project. In addition to the Prime Contractor's information, the Prime Contractor will have to collect information from all Subcontractor(s) that were used during the construction of this project.

On a monthly basis, the Contractor shall complete a Department supplied FHWA-1589 reporting form. This form shall also be completed by all Subcontractors that were used during the construction of this project. After receiving the Subcontractor(s) form, the Prime Contractor shall submit the forms (Prime and Subcontractor), to the Project Engineer no later than the 4th of each month **The submission of this form will be required for processing the monthly estimate and the Engineer will withhold payments because of the Contractor's failure to submit the required form(s).**

Attached is a copy of the reporting instruction for FHWA-1589 along with a sample copy of the form. The most current ARRA forms can be obtained by following the link at

<http://www.gomdot.com/Divisions/Highways/Resources/ContractAdministration/ARRA/Home.aspx>

or by contacting B. B. House in Contract Administration Division at 601-359-7730.

THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

REPORTING REQUIREMENTS

Federal Highway Administration
U.S. Department of Transportation

March 23, 2009

Version 1.0

Monthly Employment Report (Form: FHWA-1589)

This form is a guide for the States in providing employment information on each ARRA project. Monthly employment information on each ARRA project is used by States for meeting the reporting requirements of Sections 1201 and 1512. In order for States to fulfill their reporting obligations, the States must collect and analyze certain employment data for each ARRA funded contract. The data requirement in ARRA extends beyond the number of workers at the work site and, therefore, FHWA has produced a form for guidance to the States. This data to be reported is identified below and will be used by the States in developing Form 1587, which is to be submitted to FHWA. Since States may not currently collect this data, the States should develop a new specification for each ARRA-funded contract in order to obtain this information from contractors and consultants. In doing so, the States should use the provided model form and require the reporting of this data from the prime contractor or consultant. The prime contractor or consultant shall complete a report for each month from the date of the Notice to Proceed until completion of the contract or September, 2012 whichever occurs sooner. This report is only required for contracts that use ARRA funds. States should require contractors and consultants to provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month. It will be up to each State to determine when they obtain the necessary data from their contractors or consultants, keeping in mind that the summary form is due from the State to the FHWA Division no later than the 20th day of each month for the preceding month's data.

It is the State DOT's responsibility to report the number of jobs on projects managed by funding recipients, such as other state agencies or local governments. The State DOT must make arrangements with each ARRA funding recipient to assure each recipient reports the required data in a timely manner.

The States shall require the following data be provided by each contractor, consultant and funding recipient working on an ARRA project. The primary contractor or consultant for each project shall be responsible for reporting their firm as well as all sub-contractors data.

Format: The State, contractors, or consultant may use the FHWA provided model form, but the use of the model form is optional and at the discretion of the State.

Due date: As determined by the State, until September 2012.

Due to: To be sent by each ARRA funded project prime contractor or consultant to the designated office in each State DOT or Federal Lands Division Office.

Coding Instructions

BOX 1. Report Month: The month and year covered by the report, as *mm/yyyy* (e.g. "May 2009" would be coded as "05/2009").

BOX 2. Contracting agency: The name of the contracting agency. Enter "State" for State DOT projects. For non-State projects, enter the name of the contracting

agency (other State agency, Federal agency, tribe, MPO, city, county, or other funding recipient).

- BOX 3. **Federal-aid project number:** The State assigned federal-aid project number, consistent with the format reported in FMIS.
- BOX 4. **State project number or identification number:** The project number or ID, as assigned by the State of its funding recipient, consistent with the format reported in FMIS.
- BOX 5. **Project location:** State where project occurs. If the project performed for Federal Lands, provide the FLH Division or Federal Land Managing Agency (FLMA) region.
- BOX 6. **Contractor name and address:** The name and address of the contracting or consulting firm shall include the name, street address, city, state, and zip code.
- BOX 7. **Contractor DUNS number:** The unique nine-digit number issued by Dun & Bradstreet. Followed by the optional 4 digit DUNS Plus number. Reported as "999999999.9999"
- BOX 8. **Employment data:** The prime contractor or consultant will report the direct, on-the-project jobs for their workforce and the workforce of their sub-contractors active during the reporting month. These jobs data include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the ARRA funded project. This does not include material suppliers such as steel, culverts, guardrail, and tool suppliers. States should include in their reports all direct labor associated with the ARRA project such as design, construction, and inspection. The States reports should include their own project labor, including permanent, temporary, and contract project staff. States are asked not to include estimated indirect labor, such as material testing, material production or estimated macro-economic impacts. FHWA will be estimating all indirect labor based on the information provided in this form along with other FHWA data. The form requests specifically:
 - a. **Subcontractor name:** The name of each subcontractor or sub-consultant that was active on the project for the reporting month.
 - b. **Employees:** The number of project employees on the contractor's or consultant's workforce that month, and the number of project employees for each of the active subcontractors for the reporting month. Do not include material suppliers. Total field at bottom will be automatically calculated and reported as a whole number.
 - c. **Hours:** The total hours on the specified project for all employees reported on the contractor's or consultant's project workforce that month, and the total hours for all project employees reported for each of the active subcontractors that month. Total field at bottom will be automatically calculated and reported as a whole number.

- d. **Payroll:** The total dollar amount of wages paid by the contractor or consultant that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Payroll only includes wages and does not include overhead or indirect costs. Total field at bottom will be automatically calculated and will be rounded to the nearest whole dollar and reported as a whole number.

BOX 9. Prepared by:

- a. **Name:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors, consultants, and their subs are responsible to maintain data to support the employment form and make it available to the State should they request supporting materials.
- b. **Date:** The date that the contractor completed the employment form. Reported as "*mm/dd/yyyy*." (e.g. "May 1, 2009" would be coded as "05/01/2009").

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

SUBJECT: DBE Forms, Participation and Payment

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

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

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

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

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2616

CODE: (SP)

DATE: 05/20/2009

SUBJECT: DUNS Requirement for ARRA Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 2773

CODE: (SP)

DATE: 9/9/2009

SUBJECT: Petroleum Products Base Prices For Contracts Let in October, 2009

REFERENCE: Subsection 109.07

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

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$2.1738	\$0.5743
Diesel	\$2.2452	\$0.5931

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$1.7366	\$412.00	\$0.4588	\$454.14
Viscosity Grade AC-10	\$1.7422	\$413.33	\$0.4602	\$455.61
Viscosity Grade AC-20	\$1.7036	\$404.17	\$0.4500	\$445.51
Viscosity Grade AC-30	\$1.6895	\$400.83	\$0.4463	\$441.83
Grade PG 64-22	\$1.6619	\$394.29	\$0.4390	\$434.62
Grade PG 67-22	\$1.7041	\$404.29	\$0.4502	\$445.65
Grade PG 76-22	\$2.3042	\$546.67	\$0.6087	\$602.59
Grade PG 82-22	\$2.5360	\$601.67	\$0.6700	\$663.22

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS

Grade EA-4 (SS-1)	\$2.2971	\$0.6068
Grade RS-2C (CRS-2)	\$1.9304	\$0.5100
Grade CRS-2P	\$2.2805	\$0.6024
Grade EA-1, MC-70 & AE-P	\$2.4113	\$0.6370
Grade SS-1 & 1H	\$2.3000	\$0.6076
Grade CSS-1 & 1H (Undiluted)	\$2.3000	\$0.6076
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$1.4750	\$0.3897

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2759

CODE: (SP)

DATE: 09/10/2009

SUBJECT: Contract Time

PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 -- Harrison & Jackson Counties

The calendar date for completion of work to be performed by the Contractor for this project shall be **December 31, 2010** 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 no later than **November 10, 2009** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **March 11, 2010**.

Should the Contractor request a Notice to Proceed earlier than **March 11, 2010**, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2760

DATE: 08/17/2009

SUBJECT: Specialty Items

PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 - Harrison & Jackson Counties

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

CATEGORY: ASPHALT CONCRETE

Line No	Pay Item	Description
0980	907-403-A011	Hot Mix Asphalt, ST, 12.5-mm mixture
0990	907-403-A012	Hot Mix Asphalt, ST, 19-mm mixture

CATEGORY: CONCRETE

Line No	Pay Item	Description
0220	503-C007	Saw Cut, Full Depth
1000	907-504-A001	6" Fiber Reinforced Concrete Pavement
1010	907-504-A002	4" Fiber Reinforced Concrete Pavement

CATEGORY: CURBING, SIDEWALKS, GUTTERS

Line No	Pay Item	Description
0300	609-B003	Concrete Curb, Special Design
0310	609-D006	Combination Concrete Curb and Gutter Type 1 Modified

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0470	907-213-A001	Agricultural Limestone
0480	907-227-A001	Hydroseeding

CATEGORY: LIGHTING, ALUMINUM TRUSSED ARM

Line No	Pay Item	Description
0370	682-A004	Underground Branch Circuit, AWG 1/0, 3 Conductor
0380	682-A028	Underground Branch Circuit, AWG 4/0, 3 Conductor
0390	682-A031	Underground Branch Circuit, AWG 6, 3 Conductor
0400	682-A039	Underground Branch Circuit, AWG 12, 3 Conductor
0410	683-B138	Lighting Assembly, Low Mast, Type A
0420	683-B139	Lighting Assembly, Low Mast, Type B

CATEGORY: NON ROADWAY ITEMS

Line No	Pay Item	Description
0900	907-259-C001	Lighting Assembly, Flag Pole Lighting
1180	907-630-PP012	Site Entrance Sign With Post, Per Plans
1190	907-630-PP013	Secondary Sign , Type 1, Per Plans
1200	907-630-PP013	Secondary Sign , Type 2, Per Plans

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
1120	907-626-G001	Thermoplastic Detail Stripe, Blue-ADA
1130	907-626-G004	Thermoplastic Detail Stripe, White
1140	907-626-H002	Thermoplastic Legend, Blue-ADA Handicap Symbol
1150	907-626-H004	Thermoplastic Legend, White
1160	907-626-H005	Thermoplastic Legend, White

CATEGORY: STRUCTURES

Line No	Pay Item	Description
0440	809-A005	Modular Block Retaining Wall System

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
0430	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0350	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0360	630-K001	Welded & Seamless Steel Pipe Posts, 3"
1170	907-630-PP001	Handicap Parking Sign with Post

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0330	619-D4001	Directional Signs

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2808

CODE: (SP)

DATE: 09/23/2009

SUBJECT: Aluminum Conductors

PROJECT: STP-0003-01(144) / 105556 & STP-0003-01(145) / 105557 -- Harrison & Jackson Counties

Bidders are hereby advised that all conductors associated with pay items 683-B Lighting Assembly, Low Mast, Type A and 683-B Lighting Assembly, Low Mast, Type B, shall be aluminum.

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in General Decision No. **MS20080215** dated January 16, 2009.

HARRISON COUNTY

<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
Carpenter, Including Form Work	13.00
Cement Mason / Concrete Finisher	15.25
Electrician	22.40
Laborer, Common or General	8.00
Laborer, Pipelayer	10.17
Operator, Backhoe	12.57
Operator, Broom	8.00
Operator, Bulldozer	11.63
Operator, Grader / Blade	11.10
Operator, Mechanic	13.00
Operator, Piledriver	12.50
Operator, Roller	9.31
Operator, Scraper	10.00
Truck Driver	11.00

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

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in General Decision No. **MS20080216** dated April 3, 2009.

JACKSON COUNTY

<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
Carpenter, Including Form Work	12.08
Cement Mason / Concrete Finisher	11.54
Electrician	21.55
Laborer, Asphalt Raker	10.05
Laborer, Common or General	8.75
Laborer, Pipelayer	10.17
Operator, Backhoe	12.88
Operator, Broom	8.00
Operator, Bulldozer	11.63
Operator, Grader / Blade	11.00
Operator, Mechanic	13.00
Operator, Piledriver	12.50
Operator, Roller	9.31
Operator, Scraper	10.00
Truck Driver	10.00

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

SUPPLEMENT TO FORM FHWA-1273

DATE: 6/15/94

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

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

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

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

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

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

6. Withholding:

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

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport-----	19.2
Jackson-----	30.3

SMSA Counties:

Desoto-----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson-----	16.9

Non-SMSA Counties:

George, Greene -----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

VOLUNTARY PARTNERING:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-3

DATE: 03/31/2008

SUBJECT: Cooperation By Contractor

Delete the first sentence of the first paragraph under 907-105-05 on page 1, and substitute the following:

On projects that include erosion control pay items, 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-3

CODE: (IS)

DATE: 02/14/2006

SUBJECT: Cooperation By Contractor

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

907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 35, change “Notice to Proceed” to “Notice of Award”.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-1

DATE: 03/21/2006

SUBJECT: *Liability Insurance*

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-3

CODE: (IS)

DATE: 02/14/2006

SUBJECT: Contractor's Protection Plan

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-6

DATE: 11/16/2007

SUBJECT: Legal Relations and Responsibility to Public

After Subsection 907-107.15 on page 1, add the following:

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-6

CODE: (IS)

| DATE: 07/03/2007

| SUBJECT: Legal Relations and Responsibility to Public

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

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

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

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

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

| **907-107.15--Third Party Beneficiary Clause.** In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-17

CODE: (IS)

| DATE: 06/11/2008

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--Determination and Extension of Contract Time.

907-108.06.1--Based on Time Units.

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.

907-108.06.2--Based on Calendar Date Completion. After Subsection 108.06.2.1 on page 85, add the following:

907-108.06.2.2--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

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. 907-213-2**

CODE: (IS)

| **DATE: 01/25/2008**

SUBJECT: Agricultural Limestone

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

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

| Hard rock agricultural limestone will be paid for at the contract unit price per ton. Hard rock agricultural limestone with a relative neutralizing value (RNV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

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

907-213-A: Agricultural Limestone

- per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-6

CODE: (SP)

DATE: 04/13/2009

SUBJECT: Hydroseeding

Section 907-227, Hydroseeding, is hereby added to the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-227--HYDROSEEDING

907-227.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed. Prior to placement of the hydroseeding, agricultural limestone shall be incorporated into the area in accordance with Section 213 of the Standard Specifications.

This work may also consist of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial temporary cover of grass. No agricultural limestone will be required, unless otherwise indicated.

907-227.02--Materials. The Contractor shall, prior to application, furnish the Engineer with invoices of all materials used in the grassing operation.

907-227.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients.

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

Fertilizers shall meet the requirements of Subsection 715.02.

907-227.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

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

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

907-227.02.3--Mulching. The rate of application of fiber mulch shall be as recommended by the manufacture of the fibers mulch.

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled magazine stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-227.02.3.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-227.03--Construction Requirements.

907-227.03.1--Ground Preparation. Light ground preparation consists of plowing, loosening, and pulverizing the soil to form suitable beds for seeding items in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earthballs, boulders, stumps, roots and other objectionable matter. The Engineer may eliminate or alter the requirements for ground preparation due to site conditions.

No ground preparation will be required for temporary grassing but can be performed at the Contractor's discretion.

907-227.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Any changes in the type or rate of application of the fertilizers shall be approved by the Engineer prior to being incorporated.

Agricultural limestone for permanent grassing will be incorporated into the area and paid for in accordance with Section 213 of the Standard Specifications.

907-227.03.3--Seeding.

907-227.03.3.1--General. The Contractor shall use the vegetation schedule in the plan for the correct types of seed and application rates, unless otherwise noted or approved by the Engineer.

When a vegetation schedule for permanent grass is not shown in the plans, the following types of seed and application rates shall be used, unless otherwise approved by the Engineer.

- Bermudagrass ----- 20 pounds per acre
- Bahiagrass ----- 25 pounds per acre
- Tall Fescue ----- 15 pounds per acre
- Crimson Clover ----- 20 pounds per acre

When a temporary vegetation schedule is not shown in the plans, the following types of seed and application rates should be used.

Spring & Summer

- Browntop Millet ----- 20 pounds per acre - April 1 to August 31

Fall & Winter

- Rye Grass ----- 25 pounds per acre - September 1 to March 31
- Oats ----- 90 pounds per acre - September 1 to December 15

At the completion of the project, a satisfactory growth of grass will be required for permanent grassing. Reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment.

907-227.03.3.2.1--Permanent Grass The Contractor should provide plant establishment on all areas seeded until release of maintenance.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by

the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. See Section 210 of the Standard Specifications for more information.

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

907-227.03.3.2--Temporary Grass. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Areas requiring re-seeding should be prepared and seeded and all other work performed as if the reseeding was the initial seeding. The types and application rates of fertilizer will be at the discretion of the Contractor. No additional measurement and payment will be made for re-seeding when payment was made for the initial seeding.

907-227.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

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

For permanent grass, final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

907-227.03.4--Mulching. At the Contractor's option, mulch may be wood fiber, cellulose fiber, a mixture of wood and cellulose fibers, or straw fiber. The mulch shall be applied at the rate recommended by the manufacture in a mixture of water, seed and fertilizer. Any changes in the rate of application of the mulch shall be approved by the Engineer prior to its use.

907-227.03.5--Equipment. Hydraulic equipment shall be used for the application of fertilizers, seeds and slurry of the prepared mulch. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall

spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-227.03.6--Protection and Maintenance. The Contractor should maintain and protect seeded areas until release of maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow or otherwise remove or destroy any undesirable growth on all areas mulched to prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-227.04--Method of Measurement. Hydroseeding, complete and accepted, will be measured by the acre. No separate payment will be made for ground preparation, seeds, fertilizers, or mulch. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

Agricultural limestone shall be measured and paid for under Section 213 of the Standard Specifications.

907-227.05--Basis of Payment. Hydroseeding, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-227-A: Hydroseeding * - per acre

* Indicate if for temporary grassing

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-230-10

CODE: (SP)

DATE: 07/16/2009

SUBJECT: Tree and Shrub Planting

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

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

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

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

907-230.03--Construction Requirements.

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

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

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

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

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

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

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

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

Delete the last five paragraphs of Subsection 230.04 on pages 169 & 170 regarding the sequence for measurement of payment and substitute the following:

Measurement for payment will be made in the following sequence:

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

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

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

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

PLANT ESTABLISHMENT PERIOD

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

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

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

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

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

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

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

907-230-C: Bed Edging - per linear foot

907-230-D: Bed Preparation - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-258-9

CODE: (SP)

DATE: 07/23/2009

SUBJECT: Miscellaneous Site Amenities

PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 -- Harrison & Jackson Counties

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

SECTION 907-258 -- MISCELLANEOUS SITE AMENITIES

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

907-258.02--Materials. Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of these Specifications and the plans shall conform to the provisions and requirements prescribed in the sections of the Standard Specifications for the several items which constitute the complete structure.

All items will require approval by the Engineer from the manufacturer. Contractor shall submit eight (8) copies of brochures or shop drawings for approval prior to ordering manufactured items. Other items may require testing as directed by the Engineer.

A. Charcoal Grill. Charcoal Grill shall be the Model No. 100001085 Rotating Grill with post as manufactured by Iron Mountain Forge, Dumor Site Furnishings – Model No. 22-00, PW Athletic Manufacturing Co. – Model No. 1140-00, or approved equal. Post shall be set within a Class C concrete footing, size as recommended by manufacturer.

B. Drinking Fountain.

1. Waste Pipe. Waste pipe shall be of the size and type as shown on the Drawings and shall be standard PVC drain waste and vent piping.
2. Drain Pipe. Drain pipe shall be the size shown on the Drawings and shall conform to or exceed Commercial Standard CS 272-65 or CS 272.65.
3. Drinking Fountain. The drinking fountain shall be designed similar to the details shown

on the Drawings, freeze-proof, and conforming to approved Handicapped Standards by the Engineer.

4. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have an approved exposed aggregate finish to match the finish on the adjacent sidewalk.
5. Valves (Stop and Drain). The cut-off valve shall be a standard brass stop and drain cut-off valve of the proper size and type as shown on the plans.

C. Concrete Picnic Table and Benches.

1. Concrete. Concrete for table top, seat top, and end supports shall be Class "A" Concrete. Concrete for table slabs will be paid for as concrete sidewalks - Pay Item No. 608-B.
2. Reinforcing Steel. Reinforcing steel shall conform to Section 711.
3. Paint for Table top and Seats. Paint or coating for table top and seats shall be an approved HP Acrylic Latex paint conforming to or exceeding Master Paint Institute (MPI) numbers, primer MPI # 3 and topcoat MPI #141.

D. Wooden Picnic Tables and Benches. ADA Accessible Wooden Picnic Tables shall be the model number No.100000186, eight feet long with galvanized pipe frame and treated wood top and seats, as manufactured by Iron Mountain Forge, Picnic Table Source – Model No. M115-1061, All Picnic Tables – Model No. UPB158H-PT8, or approved equal.

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

E. Trash Receptacle.

1. Trash Receptacle. The trash receptacle shall be Upbeat Site Furnishings Model No. WR32AGBCT, 32-gallon Essence Receptacle Outdoor Trash Can with curved top, rounded corners and stone panels with leveling devices, rigid plastic liner, and hardware to secure the receptacle to the sidewalk, stone panel color shall be Golden Glo. United Receptacle, Inc. – Model No. R-38HT-202, Barco Products – Earth-Tone Panel Commercial Trash Cans, Model No. 38SQSTDMA, or approved equal.
2. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk, and have a finish to match the finish on the adjacent sidewalk.

F. Water Hydrant.

1. Water Hydrant. Steel body, self-closing, anti-freezing hydrant with heavy stainless operating springs, with 3/4-inch supply as the model M-175 hydrant as manufactured by Murdock-Super Secur, The Kupferle Foundry Company model Total Eclipse #1 Yard Hydrant, , or approved equal. Color shall be black.

2. Concrete. Concrete, unless otherwise specified, shall be paid for as sidewalk and have same finish as finish on adjacent sidewalk.
3. Valves (Stop and Drain). The cut-off valve shall be standard brass stop and drain cut-off valve of the proper size and type as shown on the Drawings.

G. Travel Trailer Sewage Dump Station (Modifications).

1. Sewage Dump Station. The sewage dump station shall be constructed similar to the details shown on the Drawings, with Schedule 40 galvanized steel pipe and fittings complete with vacuum breaker, and hose, in accordance with the Drawing details, and State Health Department minimum standards.
2. Concrete. Concrete unless otherwise specified shall be Class "B" conforming to Section 804 of the Standard Specifications and have an approved trowel finish.
3. Stand Pipe. Water stand pipe shall be standard galvanized Schedule 40 of the size shown on the Drawings.
4. Vent Pipe. Vent pipe shall be standard galvanized Schedule 40 of the size shown on the Drawings.
5. Signs. The signs shall be designed as shown on the details on the Drawings, constructed of 0.080-inch aluminum or 14 Ga. galvanized steel. The signs shall be manufactured by an approved sign company. The Contractor shall submit shop drawings.

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

I. Sign (Masonry and Stone).

1. Brick and Mortar. Brick and mortar shall be produced by the same manufacturer(s), and be the same type and kind, including bullnose and watertable units, and shall match the existing brick used on the Welcome Center Building, or approved equal.
2. Concrete Masonry Units. The concrete masonry units shall be hollow non-load bearing, light-weight aggregate, concrete masonry units conforming to ASTM Designation: C331-64T. Units shall be normal modular size for typical 3/8-inch mortar joint.
3. Concrete. Concrete, unless otherwise specified, shall be Class "B" conforming to Section 804 of the Standard Specifications.
4. Reinforcing Steel. Reinforcing steel shall conform to Section 711.
5. Precast Architectural Panel.
 - a. General.

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

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

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

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

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

- b. Textures and Finishes. Precast architectural concrete shall be honed finish, lightly textured, approximating finish of limestone, with color as selected by the Engineer.
- c. Fabrication. Precast architectural concrete shall be sufficiently reinforced to withstand conditions on the sign, including handling and erection stresses. Deformed bars with one inch (1") or less clearance to an exterior face shall be galvanized.

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

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

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

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

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

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

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

Absorption shall not be less than three percent (3%) and not more than seven percent (7%) when tested in accordance with ASTM Designation: C-97.

Minimum thickness of facing mix shall be 1½ inches thick. Backup concrete may be

made with grey cement and aggregates conforming to requirements for cast-in-place concrete.

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

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

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

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

J. **Metal Bench.** Garden – Style all – steel bench, six feet long, color – green, as Bench 118 series as manufactured by DuMor, Inc., Highland Products Group – 6-foot ‘Sunshine’ Thermoplastic-Coated expanded Metal Bench, Columbia Cascade Co. – Manor Bench No. 2824-6, or approved equal.

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

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

L. **Pavilion:**

1. **Masonry Components, Concrete, and Cast Stone.** Masonry components, concrete, and cast stone shall conform to the specifications described in Sign (Masonry and Stone), above.

2. **Steel.** Steel shall be provided in the shapes, sizes, and fabricated as noted on the Drawings.

Steel shall receive the following paints/ coatings, all as manufactured by PPG, Sherwin Williams, Thnemec Company, Inc., or approved equal, and applied in strict accordance with the manufacturer’s written instructions.

PPG Products		
First Shop Coat (primer)	UC65147 Zinc	3.0 – 4.0 Mils Dry Film Thickness
Field Spot Primer (if necessary)	UC65147 Zinc	3.0 – 4.0 Mils Dry Film Thickness

Second Field Coat	94-2800 pitthame*	3.0 – 6.0 Mils Dry Film Thickness
Third Field Coat	94-2800 pitthame*	3.0 – 6.0 Mils Dry Film Thickness

Sherwin Williams Products

First Shop Coat (primer)	B65G10 Zinc	3.0 – 4.0 Mils Dry Film Thickness
Field Spot Primer (if necessary)	B65G10 Zinc	3.0 – 4.0 Mils Dry Film Thickness
Polyurethane finish		
Second Field Coat	B65-600 Series*	3.0 – 6.0 Mils Dry Film Thickness
Third Field Coat	B65-600 Series*	3.0 – 6.0 Mils Dry Film Thickness

Tnemec Products

First Shop Coat (primer)	90-97 Tneme Zinc	2.5 – 3.5 Mils Dry Film Thickness
Field Spot Primer (if necessary)	90-97 Tneme Zinc	2.5 – 3.5 Mils Dry Film Thickness
Second Field Coat	74 Endura-Shield*	2.0 – 2.5 Mils Dry Film Thickness
Third Field Coat	74 Endura-Shield*	2.0 – 2.5 Mils Dry Film Thickness

*Color of second and third field coat shall be selected by the Engineer.

3. Metal Roof. Metal roof shall be copper roofing sheet, 16 ounce per square foot, with 1½ inch standing seam “S” lock located 16 inches on center. Contractor shall design fabrication and fastening of the system for an I-60 wind uplift rating, using the purlins as noted on the drawings.

Product data for materials, and fastening devices as well as shop drawings noting assembly and finished product appearance shall be submitted for review and approval of the Engineer. A minimum of eight (8) copies of each is required.

Roof panel system shall be guaranteed by the manufacturer for a period of five (5) years.

4. Display Panel. The display panel shall be an exterior rated panel, with a top hinged impact resistant acrylic cover, cylinder lock and gas cylinder cover supports; baked on enamel finish, metal back with magnetic back (interior); for wall mounting, in a 40-inch high by 60-inch wide size, as the Module x Wide Profile as manufactured by ASI Sign Systems, Matthews International Corp., Mohawk Sign Systems, Inc., or approved equal.

Color of panel shall be selected by the Engineer.

Mounting of panel to metal work shall be reviewed with and approved by the Engineer.

M. Survey Monument.

1. Masonry Components and Concrete. Masonry components and concrete shall conform to the specifications described in Sign (Masonry and Stone), above.
2. Granite. Polished (finish) granite veneer, in the thickness as noted on the drawings.

Color shall be selected by the Project Engineer. Method of attachment to masonry and devices for attachment shall be reviewed with and approved by the Engineer.

- N. Car Stop. Car stops shall be six (6) foot long concrete curb (car) stops. Curb stops shall be secured to pavement with two (2) No. 3 reinforcing bars, 24 inches long.
- O. Cigarette Receptacle. Cigarette Receptacles shall be Aladdin Smoker' Station – Model Number R1639E-HCHAR- steel smokers' station, 39 inches high by 16 inches diameter, color – Hammertone Charcoal, as manufactured by Gilmore-Kramer Company, Johnson Environmental Products –Smokers Outpost-black Model Number 710101 , Ashtrays And Urns – Smoker' Station Model Number LL144-1645 , or approved equal.

Cigarette Receptacle shall be secured to pavement with anchoring kit. Method of securing shall be reviewed with and approved by the Engineer.

P. Picnic Shelter:

1. Building Type. Building shall be Icon HIP 16 x 24T as manufactured by Icon Shelter Systems Inc., American Building Products “Navajo Shelters”, Litchfield Industries “Pittsburg Hip End”, or approved equal.
2. Concrete. Concrete shall conform to the specifications described in Sign (Masonry and Stone), above.
3. Description. Picnic shelter shall be 16 feet by 24 feet galvanized steel frame hipped rectangle shelter with standard 24 gage Multi-rib metal roof panels, overhead “Linear” ornaments and square stepped base columns.
4. Submittals. Product data for materials, color charts and fastening devices as well as shop drawings noting assembly and finished product appearance shall be submitted for review and approval of the Engineer.
5. Steel Framing and Finishes. Steel framing, columns, base covers and overhead ornaments shall receive hot-dipped zinc galvanizing prior to finish. A double coat of TGIC polyester powder coating shall be applied. Color shall be “Surrey Beige”, unless another color is selected by the Engineer from manufacturer’s standard 14 colors
6. Base Connection. Base connection shall be surfaced mounted with base covers.
7. Metal Roof Materials. Metal roof material shall be standard 24 gage Galvalume® Multi-rib roof panels with Kynar 500 finish. Color “Copper Penny”, or other color selected by the Engineer. Design fabrication and fastening of system for an UL 90 wind uplift rating. Roof pitch shall be 4:12, unless noted otherwise on Drawings.
8. Warranty. Product shall carry a manufacturer’s standard 10-year warranty

907-258.03--Construction Requirements. The method of construction, unless otherwise

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

- A. Charcoal Grill. The charcoal grill with concrete footing shall be installed in accordance with the manufacturer's written instructions in the locations as noted on the Drawings.
- B. Drinking Fountain. The drinking fountain shall be installed by skilled plumbers, concrete finishers, and workmen in an approved manner to the satisfaction of the Engineer, to the dimensions and details shown on the Drawings, or approved by the Engineer.

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

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

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

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

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

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

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

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

- D. Wooden Picnic Tables and Metal Benches. Wooden picnic tables and metal benches shall be located and secured in an approved manner as shown on the Drawings and as directed by the Engineer.
- E. Trash Receptacle. The trash receptacle shall be installed on and secured to a square concrete pad four inches thick, with outside dimensions six inches greater than the width of the trash receptacle, in locations designated by the Engineer.

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

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

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

- F. Water Hydrant. Install water hydrant in accordance with the manufacturer's written instructions and the Drawings.
- G. Travel Trailer Sewage Dump Station. The travel trailer sewage dump station shall be constructed by skilled plumbers, concrete finishers, and workmen in an approved manner to the satisfaction of the Engineer, to the details and dimensions shown on the Drawings.
- H. Cast Stone Bench. The cast stone benches shall be a similar design and size as shown on the Drawings. Brochures or shop drawings shall be submitted.

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

- I. Sign (Masonry and Stone), Pavilion, and Survey Monument. The excavation required to place the sign and survey monument into the ground shall be disposed of as directed by the Engineer.

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

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

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

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

Pavilion and survey monument shall be constructed straight, plumb, level, and square, in accordance with the drawings and to the satisfaction of the Engineer. Welds shall be grinded smooth prior to painting/ coatings application.

- J. Metal Bench. Metal bench shall be located where noted on the Drawings. Metal bench shall be secured to pavement as approved by the Engineer.
- K. Bollard. Bollards shall be constructed plumb and in accordance with the drawings to the satisfaction of the Engineer. Welds shall be ground smooth prior to painting/ coatings application.
- N. Car Stop. Drive reinforcing bars through holes in car stop and through new asphalt pavement. Top of reinforcing bar shall be driven to a point 1/4 inch below the top of the car stop.
- O. Cigarette Receptacle. Cigarette receptacles shall be located where noted on the Drawings. Secure to pavement as approved by the Engineer.
- P. Picnic Shelter. The excavation required to place the picnic shelter into the ground shall be disposed of as directed by the Engineer.

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

Picnic shelter shall be constructed straight, plumb, level, and square, in accordance with the drawings and to the satisfaction of the Engineer. Care shall be taken to protect paint finishes and touch up with matching paint and color to the satisfaction of the Engineer. Items that can not be successfully repaired in the field shall be replaced.

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

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

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

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

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

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

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

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

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

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

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

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

A unit of pavilion and survey monument shall consist of concrete (not including sidewalk), steel (painted), metal roof, masonry elements, granite, re-location of survey monument, and display panel as applicable and as shown on the Drawings.

A unit of cigarette receptacle shall consist of one receptacle, and the devices to secure the receptacle when required.

A unit of picnic shelter shall consist of concrete (not including sidewalk), steel framing, metal roof, steel columns, and overhead ornaments, as shown on the Drawings.

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

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

Payment will be made under:

- 907-258-A: Charcoal Grill - per each
- 907-258-B: Drinking Fountain - per each
- 907-258-C: Concrete Picnic Table and Benches - per each
- 907-258-D: Wooden Picnic Table and Benches - per each
- 907-258-E: Trash Receptacle - per each

907-258-F: Water Hydrant	- per each
907-258-G: Travel Trailer Sewage Dump Station	- per each
907-258-H: Cast Stone Bench	- per each
907-258-I: Sign, Masonry and Stone	- per each
907-258-J: Metal Bench	- per each
907-258-K: Bollard	- per each
907-258-L: Pavilion	- per each
907-258-M: Survey Monument	- per each
907-258-N: Car Stop	- per each
907-258-O: Cigarette Receptacle	- per each
907-258-P: Picnic Shelter	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-259-6

CODE: (SP)

DATE: 07/10/2009

SUBJECT: Miscellaneous Site Lighting

PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 -- Harrison & Jackson Counties

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

SECTION 907-259 – MISCELLANEOUS SITE LIGHTING

907-259.01--Description. This item shall consist of installing Unlighted and Lighted Bollards, Flag Pole Lights, Sign Lights, Vapor Tight Fluorescents, Column Up-lights, and Vandal Resistant Fluorescents, each complete in place with lamp, in accordance with these Specifications and in reasonably close conformity with the locations, lines, grades, configurations, dimensions and other requirements shown on the plans or established.

907-259.02--Materials. Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of these specifications and the plans, shall conform to the provisions and requirements prescribed in the sections of the Standard Specifications for the several items which constitute the complete structure.

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

- A. Unlighted Bollards: Unlighted Bollards shall be Model Number BOL/CH44/12/DT-CA/BK as manufactured by Holophane, BLMV by Spring City or 7701B/BK by Sternberg. Bollards shall be fluted, cast aluminum with a decorative base and dome top. They shall match and be the same manufacturer as lighted bollard. Color shall be black, factory painted.
- B. Lighted Bollards: Lighted Bollards shall be Model Number BOL/CH44/12/DTL-CA/BK-M70/xx, as manufactured by Holophane, BLMVL by Spring City or 7701LB/100MHxx by Sternberg. It shall be fluted, cast aluminum with decorative base and dome top. They shall match and be the same manufacturer as pole for area luminaire. It shall have Type V distribution with no louvers. The voltage and single fuse protection shall accommodate the available voltage on site. Color shall be black, factory painted.
- C. Flag Pole Lights: Flag pole lights shall be Model Number VFS-K-175MP-xx-HS-BK as manufactured by Cooper, DF7-ST-HSP-175PSMH-xx-BLP by Gardco or AFL27-175PMHxx-BL by Kim. Fixture and knuckle shall be heavy-duty die-cast aluminum,

mounted on stanchion in concrete base and have horizontal spot optics. The voltage and single fuse protection shall accommodate the available voltage on site. Color shall be black, factory painted.

- D. Sign Lights: Sign lights shall be Model Number PVT5HO-48-BLK-HB-(2)HBX, as manufactured by Architectural Area Lighting, SNSOC-1LFT5-1C120-K-CYI by Cooper or P1-SSW-148T5/HO-SCK1L/R/I-SGB by Winona. The light shall have 4-foot long extruded aluminum housing, with all required accessories for continuous 12'-0" row configuration. Ballasts shall be internal to the fixture housing or remote mount in single enclosure on rear of sign. The voltage and single fuse protection shall accommodate the available voltage on site. Color shall be black, factory painted.

- E. Vapor Tight Fluorescents: Vapor tight fluorescents (4-foot long -1 lamp) shall be Model Number LWPE154HO-xxx-LT, as manufactured by Day-Brite, VT3-154T5-DR-xxx-EHT1 by Cooper or LUN4-154-EPU-PP by Columbia. Fixture shall be a non-metallic, wet location housing with prismatic lens and use low temperature ballast and T5HO lamp. The voltage shall accommodate the available voltage on site.

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

- G. Column Up-lights: Column up-lights shall be Model Number LTV10-NF-100PMHxxx, as manufactured by KIM, G7100MH-RB-W-NF-xxx by Bronzelite or 6000N-MH100NFL-xxx-BZ by Lumiere (Cooper). Fixture shall be composite housing with cast bronze lens ring and narrow flood optics. The voltage shall accommodate the available voltage on site.

- H. Vandal Resistant Fluorescents: Vandal resistant fluorescents (4-foot long -2 lamp) shall be Model Number SLW232-UNV-1/2LT, as manufactured by Day-Brite, FPS232-xxx-EB82 by Cooper or VL4-232-EU by Columbia. Fixture shall have clear prismatic, high impact, polycarbonate lens and use low temperature ballast. The voltage shall accommodate the available voltage on site.

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

907-259.04--Method of Measurement. Miscellaneous site lighting of the type specified will be measured by the unit quantity per each.

907-259.05--Basis of Payment. Miscellaneous site lighting, measured as prescribed above, shall be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

- 907-259-A: Unlighted Bollards - per each
- 907-259-B: Lighting Assembly, Bollards - per each
- 907-259-C: Lighting Assembly, Flag Pole Lighting - per each
- 907-259-D: Lighting Assembly, Sign Lighting - per each
- 907-259-E: Lighting Assembly, Vapor Tight - per each
- 907-259-F: Weatherproof GFCI Receptacle - per each
- 907-259-G: Lighting Assembly, Column Uplights - per each
- 907-259-H: Lighting Assembly, Vandal Resistant - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-263-1

CODE: (SP)

DATE: 07/13/2007

SUBJECT: High Density Polyethylene Force Main Pipe

PROJECT:

Section 907-263, Force Main Pipe, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-263--FORCE MAIN PIPE

907-263.01--Description. This work consist of furnishing, installing and testing high density polyethylene (HDPE) pipe for use in potable and non-potable water, wastewater gravity sewers and force mains and storm sewers.

907-263.02--Materials.

Pipe: The pipe shall be fabricated from ultra-high molecular weight HDPE and shall have an ASTM D3350 Classification of Type III, Class C, Category 5, Grade P34.

The resin used to fabricate the pipe shall have a Plastic Pipe Institute (PPI) recommended hydrostatic stress rating of at least 800 psi at 73.4°F and a PPI material designation of PE 3408. The material shall be of virgin quality, shall have a melt flow of less than 5.0 gms/10 minutes determined by ASTM D1238 and shall exceed 1000 hours on environmental stress crack resistance per ASTM D-1693.

The pipe shall be Polypipe as manufactured by Polypipe Industries, Gainesville, Texas; Driscopipe as manufactured by Performance Pipe, Plano, Texas; or an approved equal.

Fittings: Fittings shall be molded or fabricated from high density polyethylene. Fittings shall be molded in accordance with ASTM D1248, Type III, Class C, Category 5, Grade P34. Fabricated fittings shall be prepared from polyethylene pipe with a manufacturer recommended HDS rating of at least 730 psi based on material with 1460 psi design in accordance with ASTM D2837.

Joints: All pipe joints and fittings shall be joined together by Thermal Butt Fusion. Polyethylene pipe lengths, fittings and fanged connection to be used shall be of the same type, grade and class of polyethylene compound and shall be supplied by the same raw material supplier.

Pipe Classification: Diameter and standard dimension ratio for each application is given on the Plans.

Fabrication: The inside and outside surface of all material shall be free from nicks, scratches, and other surface defects and blemishes. The pipe shall be homogeneous throughout, free of any bubbles, voids, or inclusions. The jointing areas of each length of pipe shall be free from dents and gouges.

Source Quality Control: HDPE pipe shall have a minimum burst pressure at 73.4°F as determined by ASTM D-1599 and the following equation:

$$t = \frac{PD}{2S+P}$$

Where

- t = minimum thickness, in inches
- P = burst pressure, in psi
- D = outside diameter, in inches
- S = hoop stress, in psi (1600)

The pipe shall not fail, balloon, burst or weep as defined in ASTM D-1598 when tested in accordance with Section 6(g) of ASTM D-2239 and under the following conditions:

<u>Temperature (°F)</u>	<u>Time (Hours)</u>	<u>Hoop Stress (psi)</u>
73.4	1000	1500
150	1000	800
190	300	500

907-263.03--Construction Requirements. Each shipment of pipe shall be inspected and provisions made for a timely replacement of any damaged material. The pipe shall be unloaded by hand or using canvas slings to avoid damaging pipe. Pipe shall not be slid or dragged over an abrasive surface. Damaged material shall be replaced and removed from the site.

Pipe shall be stacked no higher than five feet (5') and support shall be provided to prevent bending of the pipe. Pipe stockpiled for more than 30 days shall be covered to protect it from the sun's rays. Air circulation shall be provided through the stockpile.

Contractor is responsible for pipe separation due to thermal expansion or contraction. The following table provides estimated thermal expansion per 100 linear feet of pipe based on a 70°F buried pipe temperature.

<u>Temperature Variation From 70°F</u>	<u>Thermal Expansion, inches per 100 feet</u>
0	0
10	1.5
20	2.8
30	4.3
40	5.7
50	7.2
60	8.5

Butt Fusion of pipe and fittings shall be performed in accordance with the pipe manufacturer’s recommendations. The machine to bond the pipe shall be either furnished by the pipe manufacturer or certified by the pipe manufacturer.

Casing pipe shall be installed where shown on the Plans, specifications, or where directed by the Engineer.

Conflict boxes shall be installed where shown on the Plans, specifications, or where directed by the Engineer.

Buried line identification shall be installed where shown on the Plans.

All lines shall be hydrostatically tested at the pressure and on the test procedures specified in the specifications.

All new potable water lines shall be disinfected per the procedure specified in the specifications.

907-263.04--Method of Measurement. HDPE force main pipe of the type specified will be measured from end to end by the linear foot along their center lines.

907-263.05--Basis of Payment. HDPE force main pipe, measured as prescribed above, will be paid for by the contract unit price per linear foot, which price shall include the costs for all labor, materials, testing, and all incidentals necessary to complete the work..

Payment will be made under:

907-263-A: ___” Diameter HDPE Force Main Pipe, SDR ___ - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-282-6

CODE: (SP)

DATE: 07/02/2009

SUBJECT: Automatic Irrigation System

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

SECTION 907-282 -- AUTOMATIC IRRIGATION SYSTEM

907-282.01--Description.

907-282.01.1--General. Unless otherwise specified or indicated on the drawings, the construction of the automatic irrigation system shall include the furnishing, installing, and testing of all mains, laterals, risers, and fittings, all municipal water main taps, the furnishing and installing of irrigation heads, drip irrigation equipment, gate valves, controllers, controller enclosures, all necessary specialties and accessories, the removal and/or restoration of existing improvements, excavation and backfill, and all other work in accordance with the plans and specifications as required for a complete system.

The work consists of installing a complete underground irrigation system as shown on the drawings and as hereinafter specified, including the furnishing of all labor, equipment, appliances, and materials and in performing all operations in connection with the construction of the irrigation system. It shall include furnishing and installing all plastic pipe and fittings, automatic control valves, pressure relief valves, check valves, gate valves, valve access boxes, valve markers, manual drain valves, irrigation heads, drip irrigation equipment, electric controllers, electric wire, hydraulic lines, etc., as required for complete system as shown on the drawings, called for in these specifications or as may be required for proper operation of the system.

Sidewalks, roads and other paving adjacent to planting operations shall be kept clean and free of obstructions, mud and debris at all times. Wheels of vehicles used in the work shall be cleaned if necessary. Sidewalks shall be protected from damage and markings from wheels of vehicles used in the work.

Flushing of streets and disposal of dirt or debris into sewers or drainage ditches will not be permitted.

907-282.01.2--Quality Assurance. All local, Municipal and State Laws and Rules and Regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above mentioned Rules, Regulations or requirements and where a conflict may occur, the Rules,

Regulations or requirements of the governing code shall be adhered to. However, when these specifications and/or drawings call for or describe materials, workmanship or construction of better quality, higher standard or larger size, these specifications and/or drawings shall take precedence over the requirements of said Rules, Regulations or Codes.

In addition to complying with all pertinent codes and regulations, the Contractor shall comply with the latest rules of the National Electric Code and local city and county Electrical Codes for all electrical work and materials.

At least one person, thoroughly familiar with the type of materials being installed and the materials manufacturers' recommended methods of installation, shall be present at all times during execution of this work and shall direct all work being performed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have the sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

All materials to be incorporated in this system shall be new and without flaws or defects and of quality and performances as specified and meeting the requirements of the system.

907-282.01.3--Scope of Work. The irrigation system shall be constructed using the irrigation heads, valves, drip irrigation equipment, piping, fittings, controllers, wiring, etc. of sizes and types shown on the drawings and as called for in these specifications or approved equals. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

It is the intention of these specifications, together with the accompanying drawings, to accomplish the work of installing an irrigation system which will operate in an efficient and satisfactory manner according to the workmanlike standards established for the irrigation system operation. Notwithstanding is the fact that these specifications and drawings may be deficient in setting forth a complete detailed description of the work to be done.

It shall be the Contractor's responsibility to ensure and guarantee coverage of the areas shown on the drawings to be irrigated. The Contractor shall also guarantee the satisfactory operation of the entire system and the workmanship and restoration of the area.

The Contractor shall be responsible for coordination with the local water authority and shall be responsible for any and all permits, fees, tapping charges and other costs required to make the irrigation system completely operational.

907-282.01.4--Warranty. The entire system shall be warranted/guaranteed for a period of six months from the date of final acceptance, and the Contractor hereby agrees to repair or replace any manufacturing or workmanship defects occurring within that six month period, at no additional costs to the State.

During the warranty period, all work not functioning correctly shall be immediately replaced; adjusted as necessary to maintain complete coverage, or make good any other damage, loss, destruction, or failure; at no cost to the State.

Any damage to grade, plants, and other work due to improper irrigation operations or corrective actions shall be corrected or replaced.

Warranty excludes loss due to extraordinary natural phenomena, vandalism or as determined by the Engineer.

Upon completion of all work on the project, the Contractor may request a final inspection of the project. If all items of work, except the completion of a six month warranty period on the irrigation system, are considered satisfactory and acceptable, the Contractor will be given a partial maintenance release. This partial maintenance release is to relieve the Contractor of responsibility, except as stated herein, and to release the Contractor from maintenance on all other items of work on the project during the six month warranty period on the Irrigation System. At this time retainage may be reduced in accordance with 109.06 of the Standard Specifications concerning partial payments.

907-282.02--Materials.

907-282.02.1--General. Plastic pipe shall be rigid plasticized PVC, extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogenous throughout and free from visible cracks, holes, foreign materials, blisters, deletions, wrinkles and dents.

All pipe shall be continuously and permanently marked with the manufacturer's name and trademark, size schedule and type of pipe, working pressure at 73 degrees Fahrenheit and National Sanitation Foundation (N.S.F.) approval.

All plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, or screwed connections. No fittings made of other materials shall be used except as hereinafter specified.

Only solvents complying with ASTM Designation: D 2564 and recommended by the manufacturer of the plastic pipe shall be used for joining.

Only cleaners recommended by the plastic pipe manufacturer shall be used to clean pipe and fittings.

907-282.02.2--Irrigation Heads. Irrigation heads shall be of the required types and sizes and have the diameter or radius of throw, pressure, discharge and any other designations necessary to determine the type and size visibly marked. Irrigation heads shall be by Rain Bird, or approved equal. All heads of a particular type and for a particular function in the system shall be of the same manufacturer and shall be marked with the manufacturer's name and identification in such a position that they can be identified without being removed from the system.

907-282.02.3--Electric Remote Control Valves. All electric remote control valves shall be of the type and size called for by the drawings and shall Rain Bird, or approved equal. Valves shall be twenty-four (24) volt with epoxy-sealed solenoid coils, manual flow control stem and 200 psi rated.

907-282.02.4--Drip Irrigation Equipment. All drip irrigation equipment shall be of the type and size called for by the drawings and shall be Rain Bird, or approved equal.

907-282.02.5--Automatic Controllers. Automatic controllers shall be of the type called for on the drawings or approved equal. Controller shall be by the same manufacturer as selected for the electric remote control valves.

Each automatic controller shall be mounted in a lockable, stainless steel enclosure per the drawing details. Surge and lightning protection shall be incorporated into each controller.

907-282.02.6--Irrigation Head Risers. All irrigation head risers shall be a "swing joint" composed of three street joints and a one (1) inch schedule 80 PVC pipe riser.

907-282.02.7--Double Check Valve. Double check valves shall be designed to accommodate a three (3) inch service line. The valve shall be Watts 709 model or approved equal and shall meet the following standards: ASSEE No. 1015; AWWA C506-78; CSA B64. Valves shall meet all local regulations.

907-282.02.8--Other Materials. All other materials, not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds and subject to the approval of the Engineer.

907-282.03--Construction Requirements.

907-282.03.1--Excavation and Backfill. Trenches for plastic pipe sprinkler lines shall be excavated to a sufficient depth and width to permit proper handling and installation of the pipe and fittings, or the piping may be installed by other methods approved by the Engineer.

The backfill shall be properly compacted to eliminate settlement and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas, the trenching depth shall be two (2) inches below normal trench depth to allow for bedding. The fill dirt or sand shall be used in backfilling to a point four (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top six (6) inches of the backfill shall be free of rocks over one (1) inch, subsoil or trash.

Unless otherwise indicated on the drawings or required, all plastic pipe main lines shall be installed with a minimum cover of twenty four (24) inches based upon finished grades. All lateral lines shall be installed with a minimum of eighteen (18) inches of cover.

Layout of piping and heads shown on the plans is approximate and may require adjusting to avoid plants and other obstructions.

907-282.03.2--Pipe Installation. Irrigation lines shown on the drawings are essentially diagrammatic. Locations of all irrigation heads, drip irrigation equipment, valves, piping, wiring, etc., shall be established by the Contractor at the time of construction. Spacing of the irrigation heads are shown on the drawings and shall be exceeded only with the permission of the Engineer.

Layout of piping, irrigation heads, and drip irrigation equipment shown on the plans is approximate and may require adjusting to avoid plants and other constructions.

Pipe sizes shall conform to those shown on the drawings. No substitutes of smaller pipe sizes will be permitted, but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be immediately removed from the site.

Where piping on the drawings is shown under paved areas but running parallel and adjacent to planted areas or turf areas, the intent of the drawings is to install the piping inside the planted or turf areas.

Generally, piping under concrete or asphalt shall be installed through new Schedule 80 irrigation sleeves to be installed prior to the roadway and bridge construction. Schedule 80 irrigation sleeves must be used when sleeving beneath all roadway travel lanes. Where any cutting or breaking of sidewalks, concrete work and/or asphalt is necessary, it shall be removed and replaced by the Contractor. Permission to cut or break sidewalks, concrete work and/or asphalt shall be obtained from those having proper jurisdiction.

Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.

Plastic pipe shall be cut with a standard pipe cutter or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

All plastic to plastic joints shall be solvent-weld joints. Only the solvent recommended by the pipe manufacturer shall be used. All plastic pipe and fitting shall be installed as outlined and instructed by the pipe manufacturer and it shall be the Contractor's responsibility for the correct installation.

All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

Piping shall be installed in dry weather when the air temperature is forty (40) degrees Fahrenheit or greater.

907-282.03.3--Solvent-Weld Joints. Solvent-weld joints shall be made in the following manner:

Thoroughly clean the mating pipe and fitting with a clean cloth and liquid cleaning agent. Apply a uniform coat of solvent to the outside of the pipe with an approved applicator.

Apply solvent to the fitting in a similar manner.

Re-apply a light coat of solvent to the pipe and quickly insert it into the fitting.

Give the pipe or fitting a quarter turn to ensure even distribution of the solvent and make sure the pipe is inserted to the full depth of the fitting socket.

Hold in position fifteen (15) seconds.

Wipe off excess solvent that appears at the outer shoulder of the fitting.

Care should be taken so as not to use an excess amount of solvent, thereby causing an obstruction to form on the inside of the pipe. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system.

907-282.03.4--Concrete Thrust Blocks. Concrete thrust blocks shall be installed on 3-inch irrigation main lines using the dimensions and placement for thrust blocks as indicated on the drawing details.

907-282.03.5--Electric Wiring. All control lines (electric wiring or hydraulic tubing) shall be laid in same trench as plastic pipe.

907-282.03.6--Irrigation Heads. Unless otherwise specified or designated on the drawings, the installation of irrigation heads shall include the excavation and backfill, the furnishing, installing and testing of risers, fittings and pop-up or rotor heads and the removal and/or restoration of existing improvements and all other work in accordance with the plans and specifications.

All irrigation heads shall be set perpendicular to the finished grades unless otherwise designated on the drawings or otherwise specified by the Engineer. Irrigation heads shall be located flush with the surrounding finished grades whether that grade be a soil level or the top of installed sod.

Irrigation heads adjacent to existing walls, curbs and other paved areas, shall be set to grade unless the plans show the head to be placed on a riser. Riser height shall be adjusted as needed after planting operations.

Minor adjustments to head locations shall be made after planting operations to ensure optimum coverage.

907-282.03.7--Drip Irrigation Equipment. Unless otherwise specified or designated on the drawings, the installation of all drip irrigation equipment shall include the excavation and backfill, the furnishing, installing and testing of risers, emitters, fittings, diffusers, nozzles, distribution lines, drip zone valves, and the removal and/or restoration of existing improvements and all other work in accordance with the plans and specifications.

All drip irrigation distribution lines, stakes, emitters, and diffuser nozzles shall be established around the trees as designated on the drawings, with tubing stakes equally spaced around the perimeter of each tree, with six per tree. Distribution tubing to each tubing stake shall be completely covered with soil as indicated in the drawing details. Each multi-outlet emitter shall be installed in a subterranean emitter box as indicated in the drawing details.

Minor adjustments shall be made to the layout of distribution tubing or tubing stakes to ensure optimum coverage.

907-282.03.8--Electric Remote Control Valves. Electric remote control valves shall be installed in the manner and location called for by the plan and drawings. Installation shall comply with applicable codes and be done in a workmanlike manner.

907-282.03.9--Automatic Controllers. Install the automatic controller in the location called for by the drawings and in accordance with the manufacturer's recommendations. Installation to comply with applicable codes and to be done in a workmanlike manner.

Contractor shall provide adequate lightning and surge protection for the automatic controller and electric valve solenoids.

The controllers shall receive electrical power at a future date, by others. Therefore, the Contractor shall be responsible for providing a temporary power source for testing the irrigation system. A temporary power source shall also be provided by the Contractor for demonstrating operation of the irrigation system.

907-282.03.10--Testing, Inspection and Repairs. After all new sprinkler piping and risers are in place and connected, for a given section and all necessary work has been completed and prior to the installation of sprinkler heads, all control valves shall be opened and a full head of water used to flush out the system.

Testing of the system shall be performed after completion of each section or completion of the entire installation and any necessary repairs shall be made, at the Contractor's expense, to put the system in good working order.

Temporary power shall be supplied by the Contractor, since electricity will not be available at the time of installation.

Should repairs or adjustments to the irrigation system be required, the Contractor shall backfill any excavation with sandy-loam topsoil. Any landscaping disturbed by these repairs shall be repaired to meet original landscaping specifications. All surrounding landscaped areas shall be protected from excavated materials during the repair process. Sod, grass, or shrubs damaged by excavated material or equipment shall be replaced at the Contractor's expense.

907-282.03.11--Instructions. A typewritten legend shall be attached to the inside of each controller door stating the areas covered by each remote control valve and station on the controller.

After the system has been completed, inspected and approved, the City of Ridgeland's maintenance personnel shall be instructed in the operation and maintenance of the irrigation system and demonstrate the contents of the manual furnished.

907-282.04--Method of Measurement. The automatic irrigation system, complete and accepted, will be measured as a lump sum price, as indicated in the construction documents and in the bid schedule of the contract.

907-282.05--Basis of Payment. The automatic irrigation system, measured as prescribed in Subsection 907-282.04, will be paid for at the contract lump sum price bid, which lump sum price shall be full compensation for furnishing and installing the water main taps, double check valves, water meters, vaults for the double check valves and water meters, main water lines, lateral water lines, trenching for all water lines, trench backfill and compaction of trench backfill per specifications, concrete thrust blocks for all 3-inch main lines per construction documents, drip irrigation lines, drip irrigation emitters, emitter stakes, distribution lines for emitters, pop-up sprinklers, turf rotors, irrigation head risers, all necessary nozzles for emitters and irrigation heads, valve boxes, automatic irrigation valves, automatic drip zone valves, gate valves, irrigation controllers in lockable stainless steel pedestal enclosures per construction documents, testing of irrigation system, supply a temporary power source for testing the irrigation system and for demonstrating operation of the irrigation system at the final walk-through inspection, shipping/freight costs; taxes; labor and equipment used for installation, storage and protection of the materials both on-site and off; clean-up and incidentals necessary to complete the irrigation work.

Payment will be made under:

907-282-A: Automatic Irrigation System

- per lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-290-3

CODE: (SP)

DATE: 01/08/2009

SUBJECT: Flagpole

Section 907-290, Flagpole, is added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-290--FLAGPOLE

907-290.01--Description. This work shall consist of furnishing all materials and erecting a flagpole as indicated on the plans or established.

907-290.02--Materials.

907-290.02.1--General. Unless otherwise stipulated, the materials used in this construction, in addition to the general requirements of this Special Provision, shall conform to the applicable sections of the Standard Specifications.

907-290.02.2--Concrete for Flagpole Footing. Concrete for the flagpole footing shall conform to Class "B" Concrete, meeting the requirements of applicable subsections of Section 804 of the Standard Specifications.

907-290.02.3--Flagpole. The flagpole shall be an approved tapered aluminum flagpole, having an approximate 30-foot exposed height. The pole shall be complete with a 14 gauge aluminum ball gold finish finial, umbrella type revolving truck, tiedown cleat with matching (material) cover capable of being padlocked in position over the tiedown cleat, two No. 10 (5/16") polypropylene halyards with solid bronze swivel snaps per halyard, and ornamental base collar.

The pole shall be made from 6063T6 extruded aluminum tubing with approximately one inch every five to six feet straight taper, with a butt diameter of approximately six inches and top diameter of approximately three and one half inches and have an approved satin finish.

907-290.02.4--Descriptive Data. Six (6) copies of material descriptive data, in the form of brochures or shop drawings, shall be submitted for review and approval prior to installation of the materials.

907-290.03--Construction Requirements. The flagpole shall be erected plumb in an approved manner to the satisfaction of the Engineer and in accordance with the manufacturer's details and recommendations. Material excavated in flagpole construction shall be disposed of as directed by the Engineer.

907-290.04--Method of Measurement. Flagpole, complete in place and accepted, will be measured per each. Separate measurement for payment will not be made of any individual unit, operation, or incidental item involved in this construction.

907-290.05--Basis of Payment. Flagpole, measured as provided in Subsection 907-290.04, will be paid for at the contract unit price per each complete unit, which price shall be full compensation for furnishing all materials and supplies, for all excavation, backfilling and disposal of surplus material, and for any other work required to complete the flagpole installation.

Payment will be made under:

907-290-A: Flagpole - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-12

CODE: (IS)

DATE: 06/01/2009

SUBJECT: Granular Courses

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

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following:

When the contract includes pay item 907-304-E, Granular Material, LVM, RAP, it shall be milled recycled asphalt pavement and shall be visually inspected by the Engineer to insure it is free from chunks and deleterious materials.

Crushed concrete meeting the requirements of Subsection 907-703.04.4 may be used in lieu of other crushed courses specified in the contract.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following:

Granular Material <u>Class</u>	Lot <u>Average</u>	Individual <u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values:

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

Before the last paragraph of Subsection 304.03.5 on page 186, add the following:

Unless otherwise specified, density for granular material, RAP, shall be achieved by two passes of an approved roller and density tests will not be required.

907-304.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-2

DATE: 06/25/2009

SUBJECT: Hot Mix Asphalt (HMA)

Add the following before 907-401.02.6.2 on page 1.

907-401.02.4--Substitution of Mixture. Delete the table in Subsection 401.02.4 on page 242, and substitute the following:

Mixture	Single Lift Laying Thickness Inches	
	Minimum	Maximum
25 mm	3	4
19 mm	2 ¼	3 ½
12.5 mm	1 ½	2 ½
9.5 mm	1	1 ½
4.75 mm	½	¾

After Subsection 907-401-02.6.2 on page 2, add the following:

907-401.02.6.4.1--Roadway Density. Delete subparagraphs 1., 2., & 3. on page 251 and substitute the following:

1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.
2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92.0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

907-401.03.1.2--Tack Coat. Delete the three sentences of Subsection 401.03.1.2 on page 259, and substitute the following:

Tack coat shall be applied to previously placed HMA and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand

will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

907-401.03.1.4--Density. Delete the first sentence of the first paragraph of Subsection 401.03.1.4 on page 259 and substitute the following:

The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day's production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.

907-401.03.9--Material Transfer Equipment. Delete the paragraph in Subsection 401.03.9 on page 264 and substitute the following:

Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift HMA pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-401-2

CODE: (IS)

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

DATE: 03/30/2007

SUBJECT: Hot Mix Asphalt (HMA)

Before Subsection 907-403-05.2 on page 1, add the following:

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

907-403.03.5.5--Preliminary Leveling. All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-403-4

CODE: (IS)

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-407-1

CODE: (SP)

DATE: 02/26/2008

SUBJECT: Tack Coat

Section 407, Tack Coat, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-407.02.1--Bituminous Material. Delete the second sentence of the first paragraph of Subsection 407.02.1 on page 281, and substitute the following:

When not specified, the materials shall be as specified in Table 410-A on page 293.

907-407.03.3--Application of Bituminous Material. Delete the first paragraph of Subsection 407.03.3 on page 281, and substitute the following

Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Tack coat shall not be applied during wet or cold weather, after sunset, or to a wet surface. Emulsions shall be allowed to "break" prior to superimposed construction.

907-407.05--Basis of Payment. Delete the pay item at the end of Subsection 407.05 on page 282, and substitute the following:

907-407-A: Asphalt for Tack Coat *

- per gallon

* Grade may be specified

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-504-3

CODE: (SP)

DATE: 1/20/2009

SUBJECT: Ultra-Thin and Thin Portland Cement Concrete Pavement

PROJECT: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301 -- Harrison & Jackson Counties

Section 907-504, Thin Portland Cement Concrete Pavement, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-504 - THIN PORTLAND CEMENT CONCRETE PAVEMENT

907-504.01--Description. This work consists of ultra-thin and thin pavement composed of Portland cement concrete, without steel reinforcement, constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and cross sections shown on the plans or established by the Engineer.

Ultra-thin pavements are defined as pavements less than 4 inches in thickness.

Thin pavements are defined as pavements greater than or equal to 4 inches in thickness.

The pavement on this project will be 4-inch and 6-inch Thin Pavement. The pavement described herein shall be placed as a bonded Portland Cement Concrete (PCC) overlay, either on a prepared hot mix asphalt (HMA) surface, after milling the existing full depth HMA pavement to a specified depth, OR on a prepared PCC surface, after milling the existing HMA to the surface of the underlying PCC pavement.

907-504.02--Materials. Materials shall meet the applicable requirements of Division 700 and the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement.....	701.01 and 701.04
Fine Aggregate	703.01 and 703.02
Coarse Aggregate	703.01 and 703.03
Curing Materials	713.01
Admixtures.....	713.02
Water	714.01
Calcium Chloride	714.02
Fly Ash.....	714.05
Ground Granulated Blast Furnace Slag (GGBFS).....	714.06

907-504.02.1--Composition of Concrete. Chemical admixtures of either Types D or G, or Types A and B, MR and B, or F and B in accordance with Subsection 713.02 shall be used in the concrete mix.

If fly ash or GGBFS are used as a replacement for Portland cement in accordance with the maximum values allowed in Subsection 701.02, then chemical admixtures of Types C or E in accordance with Subsection 713.02 or calcium chloride in accordance with Subsection 714.02 may be used. The maximum amount of calcium chloride which may be used is 1.0% by weight of the total cementitious materials.

Fibrillated Polypropylene fibers meeting the requirements of ASTM C1116, paragraph 4.1.3, shall be used in the concrete mix added at a rate of 3.0 lbs/yd³.

907-504.02.1.1--Portland Cement Concrete Mix Design. The concrete mix design shall be submitted by the Contractor to the Engineer for approval prior to production in accordance with the requirements in Subsection 804.02.10, with the exception that the mix shall meet the requirements of the "Master Proportion Table for Portland Cement Concrete Design" listed in Table 1 of this Subsection. Additionally, prior to production the Contractor shall field verify production of the mixture in accordance with Subsection 907-504.02.1.3 and submit this documentation with the proportioning information required in Subsection 907-504.02.1.2. If the maturity method is used to estimate the compressive strength for early opening to traffic, the Contractor shall also submit strength/maturity documentation developed in accordance with Subsection 907-504.02.2.5.2 for the mix prior to production of concrete.

Table 1
MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN

Design Property	Requirements
Coarse Aggregate Size No.	
For Ultra-thin Pavements	67
For Thin Pavements	57
Maximum Water / Cementitious Ratio*	0.40
Maximum Slump, inches	4**
Total Air Content, %	3 - 6
Minimum Compressive Strength, psi	
For Opening to Traffic	2500 in 18 hours
For Acceptance	3500

* The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

** 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 G high range water reducer, in accordance with

Subsection 713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO M157 specifications.

907-504.02.1.2--Proportioning of Concrete Mix Design. Proportioning of Portland cement concrete shall meet the requirements of Subsection 804.02.10.1.

907-504.02.1.3--Field Verification of Concrete Mix Design. The Contractor shall furnish the Engineer documentation indicating that the mix meets requirements in Table 1 within the tolerances specified in the field verification requirements of Subsection 804.02.10.3. This documentation must indicate that the mix achieves the requirements in Table 1 for:

- the compressive strengths required for acceptance within 28 days; and
- the compressive strengths required for early opening to traffic within the time specified.

Because the mix is being field verified by the Contractor prior to submittal of the mix for review, the requirement in Subsection 804.02.10.3 that the mix be proven to meet the field verification requirements within three attempts does not apply.

907-504.02.2--Basis of Acceptance. The Contractor shall furnish the concrete necessary for test specimens. Department personnel meeting the certification requirements of Subsection 804.02.9 shall be responsible for all concrete testing in accordance with the tests required in Subsection 804, Table 5: DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE, Section B: Plastic Concrete. These tests shall be performed on the first load delivered and placed each day and then a minimum of once for each subsequent 50 cubic yards delivered and placed per day.

907-504.02.2.1--Slump. Slump of plastic concrete shall meet the requirements of Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-504.02.2.2--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-504.02.2.3--Yield. Perform a yield check in accordance each 400 cubic yards in accordance with AASTHO Designation: T121. If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus 3%.

907-504.02.2.4--Temperature. The maximum plastic concrete acceptance temperature shall not exceed 95°F. Plastic concrete with a temperature more than 95°F shall be rejected and not used in Department work.

Plastic concrete with an acceptance temperature less than the minimum temperature in Subsection 804.03.16.1 shall be rejected and not used in Department work.

907-504.02.2.5--Compressive Strength.

907-504.02.2.5.1--Strength Testing for Acceptance. Compressive strength cylinders cast for acceptance of the pavement shall meet the minimum acceptance strength requirement listed in Table 1. These cylinders shall be standard cured in accordance with the requirements in AASHTO Designation: T23, Section 10.1 and its subsequent paragraphs.

907-504.02.2.5.2--Strength Testing for Opening to Traffic.

Use of Cylinders. In addition to compressive strength testing for acceptance of the pavement, compressive strength testing shall be performed to accommodate traffic movements. Compressive strength cylinders cast for early opening of the pavement to traffic shall meet the minimum opening to traffic strength requirement listed in Table 1. These cylinders shall be field cured next to the pavement until time of test in accordance with the requirements in AASHTO Designation: T23, Section 10.2 and its subsequent paragraphs. One pair of test cylinders shall be broken approximately 18 to 24 hours after casting.

Use of Maturity Method. In lieu of using concrete strength cylinders to determine when concrete pavement can be opened to traffic, if the Contractor has previously developed the strength/maturity relationship for the mix, an approved maturity meter may be used to determine concrete strengths. A maturity meter probe shall be inserted into the last concrete placed that represents the pavement area to be tested. The maximum amount of concrete which may be represented by a maturity meter probe is 50 cubic yards. The pavement may be opened to traffic when maturity meter reading indicates that the required in place strength is obtained.

Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T325. Validation of the maturity curves shall be made at least once for every 500 cubic yards produced of each concrete mix used. Validation of the maturity curve shall be considered acceptable when the results of compressive strength tests are within 10% of the predicted value determined by the maturity curve. If the 10% requirement is not met, a new maturity curve shall be developed.

Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment. Training and maintaining a list of approved maturity technicians shall be the responsibility of the Mississippi Concrete Industries Association.

907-504.03--Construction Requirements. Prior to the removal of any existing pavement, the Contractor shall submit a Work Plan to the Engineer for approval. The Contractor shall submit this plan to the Engineer a minimum of 14 days prior to the removal of the existing pavement. This plan shall include, but not be limited to, the following:

- the proposed procedures for concrete placement, screeding, consolidation, finishing and surface texturing, curing method, and jointing;
- a list or description of the equipment proposed for use to accomplish the proposed procedures including the quantities of each piece of equipment;
- a list or description of the materials, such as curing materials or corrugated strips used during joint installation, proposed for use to accomplish the proposed procedures

- including the quantities of each material; and
- a scale drawing of the areas of work with the locations of all joints.

907-504.03.1--Removal of Existing Pavement. Existing HMA pavement to be removed and replaced with thin or ultra-thin concrete pavement shall be removed by milling per Section 406. Prior to the milling operation, saw cuts shall be made to the neat lines, grades and depths, and in the locations shown on the drawings. HMA pavement in all areas designated on the plans to receive a bonded PCC overlay on a milled HMA surface shall be milled to a depth of six inches (6"). Existing composite pavement (HMA over PCC) in all areas designated on the plans to receive a bonded PCC overlay on a prepared PCC surface shall be milled to a depth of approximately four inches (4"), but in all cases shall be milled to the depth required to expose the surface of the underlying PCC pavement.

Additionally, areas where traffic is expected to cross the transition from the HMA pavement to the thin or ultra-thin concrete pavement and vice versa shall meet the grades and depths shown in Figure 1. For areas where the flow of traffic is longitudinal with respect to the pavement, the transition areas shall meet the requirements for a Longitudinal Transition shown in Figure 1. For areas where the flow of traffic is transverse with respect to the pavement, the transition areas shall meet the requirements for a Transverse Transition shown in Figure 1. Saw cuts and milling shall meet the requirements of this Subsection to the required neat lines, grades, and depths required in Figure 1.

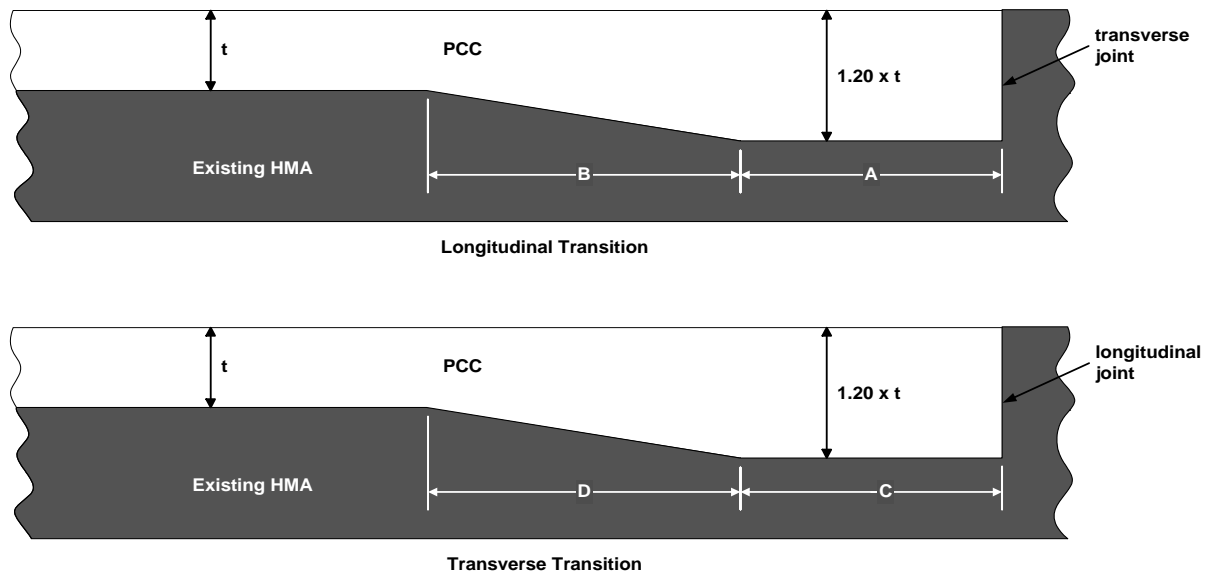


Figure 1

Dimension A in Figure 1 shall be no less than the transverse joint spacing required for the thickness, *t*, of the thin or ultra-thin concrete pavement per Table 2. Dimension B shall be either 0, 1, or 2 times the transverse joint spacing required for the thickness, *t*, of the thin or ultra-thin concrete pavement per Table 2.

Dimension C in Figure 1 shall be no less than the longitudinal joint spacing required for the thickness, *t*, of the thin or ultra-thin concrete pavement per Table 2. Dimension D shall be either 0, 1, or 2 times the longitudinal joint spacing required for the thickness, *t*, of the thin or ultra-thin

concrete pavement per Table 2.

If there is sufficient thickness of the existing HMA as determined by the Engineer, with approval by the Engineer and at no additional expense to the Department the Contractor may remove more than t from the entire area to be replaced with thin or ultra-thin concrete pavement. Additionally, if the Contractor elects to remove $1.20 \times t$ or more over the entire area to be replaced with thin or ultra-thin concrete pavement, this shall be in lieu of Dimension B and Dimension D .

907-504.03.2--Preparation of Grade. The foundation upon which the concrete pavement is to be placed shall be prepared within the tolerances set out in Subsection 321.03.

907-504.03.3--Setting Forms. The requirements for setting forms shall meet the requirements of Subsection 501.03.8 and its subsequent paragraphs.

907-504.03.4--Base Preparation. Prior to placement of concrete on HMA surfaces, the milled HMA surface shall be thoroughly swept to remove all loose HMA material or dirt particles so as to ensure development of proper bond between the concrete inlay and the existing HMA surface. Prior to placement of concrete on PCC surfaces, the entire surface of the PCC pavement shall be roughened by shotblasting, so as to ensure development of proper bond between the concrete inlay and the existing concrete surface. Subsequent to shotblasting, the surface of the existing concrete shall be thoroughly swept and cleaned with compressed air. Air compressors used to clean the pavement surface shall meet the requirements of Subsection 413.03.1. Additionally, the base shall meet the requirements of Subsection 501.03.9 and its subsequent paragraphs.

907-504.03.5--Placing, Spreading, and Finishing. Concrete pavement shall be formed and constructed to the neat lines, grades, cross section, and thicknesses shown on the drawings. Concrete shall be placed and spread in an approved manner so as to distribute the concrete uniformly without segregation. Additional placement requirements are provided in Subsection 501.03.13 and its subsequent paragraphs.

Final finishing of the concrete pavement surface shall be in accordance with Subsection 501.03.17 and its subsequent paragraphs.

Under no circumstances shall water be used as a finishing aid or worked into the concrete surface. This includes water added by fogging, spraying, and/or pouring.

The surface of the concrete pavement shall be transverse tined in accordance with Subsection 501.03.18.4.

907-504.03.6--Joints. All joints shall be created by sawing using equipment meeting the requirements of Subsection 907-504.03.7.2. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to support the weight of the saw. The spacing and depth of all of joints shall meet the requirements of "Joint Spacing Requirements for Various Pavement Thicknesses" shown in Table 2. The maximum width of the joint shall be 0.125 inch. In addition to the requirements listed in Table 2, all joints and working cracks in existing concrete pavement surfaces designated to receive a bonded PCC overlay shall be accurately located prior to the performance of base preparation and surface cleaning required under Subsection 907-504.03.4.

All such joints and working cracks are to be sawed into the new PCC overlay, directly over the existing joints or working cracks, per the applicable provisions of Table 2 and these specifications.

Table 2
JOINT SPACING REQUIREMENTS FOR VARIOUS PAVEMENT THICKNESSES

Minimum Pavement Thickness (in)	Maximum Joint Spacing Requirement (Transverse x Longitudinal)	Minimum Joint Depth (installation timing)	
		(within 2 hours of finishing)	(more than 2 hours after finishing)
3	3 ft x 3 ft	1 in	1 in
4	4 ft x 4 ft	1 in	1 in
5	5 ft x 6 ft	1 in	1-1/4 in
6	5 ft x 6 ft	1 in	1-1/2 in

Because the use of “early entry” dry cut saws is required, corrugated plastic filler strips shall be used at the intersection of all saw cuts, and at locations where the wheels of the early entry saw cross a previously cut joint, to prevent future spalling at the corners of the intersection. The joints shall not be sealed but shall be cleaned of all deleterious material after sawing by using compressed air. Air compressors used to clean the joints shall meet the requirements of Subsection 413.03.1. Pavement thickness and other details shall be as specified in the plans or contract documents.

907-504.03.6.1--Timing of Sawing. The Contractor shall inspect the concrete within 90 minutes after the completion of curing at each location to determine if the concrete is sufficiently hardened to support the weight of the saw. If the concrete has not sufficiently hardened to support the weight of the saw, the Contractor shall inspect the concrete at least every 30 minutes after each subsequent inspection to determine if the concrete is sufficiently hardened to support the weight of the saw. Sawing shall not begin or shall be discontinued if there is any raveling of the joints or marring of the surface of the concrete during installation of the joints. If sawing is discontinued due to the concrete not being able to support the weight of the saw or due to raveling of joints, the Contractor shall inspect the concrete at least every 30 minutes to determine if the concrete has sufficiently hardened. FHWA Publication No. HIF-07-004 (Integrated Materials and Construction Practices for Concrete Pavement: A State-of-the-Practice Manual) shall be used as a guide for determining the timing of joint installation. Information about this Publication may be found at the following web site:

http://www.fhwa.dot.gov/pavement/pub_listing.cfm.

For successful installation of joints, the Contractor may need to inspect the concrete at more frequent time intervals than those listed above and with the understanding that concrete placed later in the day may be sufficiently hard for joint installation prior to concrete placed earlier in the day. If joints are not installed in a sufficient amount of time such that concrete cracks at locations other than the installed joints, the Contractor shall repair the pavement to the satisfaction of the Engineer.

907-504.03.7--Equipment.

907-504.03.7.1--Concrete Production and Transportation. Equipment and processes used for concrete production shall meet the requirements of Subsection 804.02.11 with automatic systems for recording batch weights and compensating for the moisture in the fine aggregate. Additionally, the requirements of AASHTO Designation: M157, Sections 8, 9, 10, and 11 shall be followed. Following AASHTO Designation: M157, Section 11.7, on arrival to the job site of a mixer truck, a maximum of 1½ gallons of water per cubic yard shall be allowed to be added to bring the slump within the required limits; water shall not be added at a later time. Batch ticket information shall meet the requirements of Subsection 804.02.12.3.

907-504.03.7.1.1--Limitations of Mixing. Except in emergencies, no concrete shall be mixed or placed when the natural light will be insufficient for finishing. In case of an emergency, the Engineer may permit finishing during periods of insufficient light provided adequate and approved lighting is furnished by the Contractor.

Concrete shall not be placed on a frozen foundation, nor shall frozen aggregate be used in the concrete.

907-504.03.7.1.2--Cold or Hot Weather Concreting. During periods of cold or expected cold weather, the limitations for beginning a concrete pour and the limitations for temperature control of the mix and its components shall be in accordance with the provisions of Subsection 804.03.16.1.

During periods of hot weather or arid atmospheric conditions the provisions of Subsection 804.03.16.2 shall be applicable.

907-504.03.7.2--Concrete Saw. The concrete pavement joints shall be cut utilizing only an “early entry” dry cut saw, approved by the Engineer. Other type saws may be used for other sawing applications, provided the saw meets the requirements of Subsection 501.03.6.1. Proper, approved sawing equipment and sufficient labor shall be present on the site prior to each day's placement of concrete. Placement shall not commence until said equipment and labor are on site.

907-504.03.7.3--Other Equipment. Other equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition, and meeting the requirements of Subsections 501.03.5, 501.03.6, and 501.03.20.1, and their subsequent paragraphs.

907-504.03.7.4--Prohibited Equipment. The following equipment shall not be used or allowed on the project: bull floats or equipment used to dispense water, including fogging, spraying, and/or pouring. Water dispensing equipment attached to mixer trucks is not included in this list of prohibited equipment provided this equipment is only used to dispense water into a mixer truck in accordance with Subsection 907-504.03.7.1.

907-504.03.8--Surface Test. It is the intent of these specifications that the finished surface will have good riding qualities.

Any membrane curing damaged during the surface testing operation shall be repaired by the Contractor at no additional expense to the Department.

Any corrective work to the pavement surface necessitated to ensure that the applicable surface test limits are not exceeded shall be in accordance of Subsection 907-504.03.8.3.

907-504.03.8.1--Projects Containing More Than 10,000 SY. Profiles of the pavement surface will be established, evaluated and the pavement surface corrected, as necessary, so that the final surface variances shall not exceed a profile index of 65 inches per mile per segment. Shoulders, tapers, and areas in horizontal curves having a radius of less than 1000 feet at the centerline and within the superelevation transition of such curves are excluded from a test with the profilograph.

Determination of the profile index will be in accordance with test methods established by the Department.

A California profilograph meeting the requirements as set out in Section 401 shall be furnished and operated by the Contractor under supervision of the Engineer to provide recorded data to establish the profile index and identify locations requiring correction. Surface profile shall be obtained in the wheel path of each travel lane.

For the purpose of determining pavement smoothness and contract price adjustment for rideability, the pavement will be subdivided into sections of 528 feet. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of the profile index.

A profile index will be determined for each segment as inches per mile in excess of the "Zero" blanking band which is simply referred to as the "Profile Index". From the profilogram of each segment, the scallops above and below the "Zero" blanking band are totaled in tenths of an inch. The totaled count of tenths is converted to inches per mile to establish a smoothness profile index for that segment.

In addition to the above requirements for the profile index, all areas represented by high points having deviations in excess of 0.4 inch in 25 feet shall be removed by the Contractor utilizing grinding methods and equipment specified. Deviations in excess of 0.4 inch will be determined from the profilogram in accordance with Department test methods.

After correcting individual deviations in excess of 0.4 inch in 25 feet, corrective action shall be made to reduce the profile index to 65 inches per mile per segment or less.

On those segments where corrections are made, the pavement will be surface tested again to verify that corrections have produced a profile index of 65 inches per mile per segment or less.

907-504.03.8.2--Projects Containing Less Than Or Equal To 10,000 SY. Each continuous full or partial lane width of concrete pavement shall have a uniform surface and be in reasonably close conformity with the line, grade, and cross section shown on the drawings.

After a continuous full or partial lane width of concrete pavement is completed, the surface of the plastic concrete shall be tested for uniformity using a Contractor furnished and operated 10-foot straightedge. There shall be no deviations from the straightedge greater than 0.25 inch in 10 feet in either the longitudinal or the transverse directions. Pavement not in compliance with the requirement shall be corrected.

Additionally, individual bumps or depressions in the pavement surface exceeding 0.40 inch, when measured from a chord length of 25 feet shall be corrected.

907-504.03.8.3--Corrective Work for Smoothness. Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of diamond grinding in accordance with Subsection 501.03.19.1 and its subsequent paragraphs. Concrete removal by grinding shall be limited such that the thickness of the pavement after grinding shall not be less than plan thickness minus 0.25 inch. Final pavement thicknesses, after any surface corrections, which are thinner than plan thickness minus 0.25 inch shall subject the area represented by such deviation to the provisions of Subsection 907-504.05.2.

All areas which are corrected shall be retested to ensure conformance to the applicable surface test requirements.

No reestablishment of transverse tining shall be required after surface corrections are made by diamond grinding.

All corrective work to ensure compliance with the applicable surface test requirements shall be completed prior to determining pavement thickness.

The Contractor shall be responsible for all traffic control associated with the testing and/or correction of the concrete pavement.

907-504.03.9--Curing and Protection. Curing and protection of the pavement shall be in accordance with Subsection 501.03.20 and its subsequent paragraphs with the exception listed in Subsection 907-504.03.9.1.

Additionally, the amount of time between discharge of concrete at any location and the completion of the method of curing of that same location shall not exceed 45 minutes.

907-504.03.9.1--White Pigmented Membrane. Curing compound shall be applied per Subsections 501.03.20.1 and at a rate of one gallon to not more than 125 square feet. If the time period between floating and texturing of the concrete exceeds 30 minutes, the concrete shall be kept damp by fogging with a monomolecular film type evaporative retarder to prevent rapid evaporation of the surface. As a rule of thumb, the color of a pavement covered with the required amount of curing compound should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five (5) feet away horizontally if standing on the same grade as the pavement.

907-504.03.10--Removing Forms. Removal of forms shall be in accordance with Subsection

501.03.21.

907-504.03.11--Opening to Traffic. The Engineer will decide when the pavement may be opened to traffic. No traffic will be allowed on the completed pavement until the concrete has attained a compressive strength of 2500 psi. Prior to opening to traffic, the pavement shall be cleaned.

907-504.03.12--Pavement Thickness Determination. For the purpose of determining pavement thickness, the pavement will be subdivided into separate sections of 1000 linear feet in each traffic lane excluding turn-outs and ramps, extending from one end of the pavement to the other end. The last section in each traffic lane will be the length remaining unless the length of that section is less than 500 feet. If the length of the last section is less than 500 feet, include it with the previous section for determination of thickness.

One core will be taken at random by the Department from each section. The thickness of the sections will be determined as provided for in Subsection 907-504.05.1. Based on the thickness of each section, an adjusted unit price as provided in Subsection 907-504.05 and its subsequent paragraphs will be paid for each section represented.

Holes remaining in the pavement after coring shall be completely filled by the Contractor, at not additional cost to the Department, with concrete of the same quality as used to construct the pavement.

907-504.04--Method of Measurement. Concrete pavement will be measured by the square yard complete in place and accepted. The width for measurement will be the plan width, including widening where called for, or as otherwise authorized in writing by the Engineer. The length will be measured horizontally in accordance with Section 109.

Payment for removal of existing HMA pavement, required to be removed and replaced with concrete pavement, is addressed under Pay Items 406-A, Cold Milling of Bituminous Pavement, All Depths and 503-C, Saw Cut (Equal to depth of concrete pavement), and shall include saw cutting, milling, and all handwork necessary to ensure removal of HMA to the neat saw cut lines.

907-504.05--Basis of Payment.

907-504.05.1--General. Concrete pavement will be paid for at the contract unit price per square yard, adjusted when applicable for sections of pavement found deficient in thickness by more than 0.25 inch and not more than 0.50 inch, which shall be full compensation for concrete pavement placement, fiber reinforcement, finishing and curing, concrete volume, saw cutting of joints, and for all labor, equipment, tools, materials, all traffic control, and incidentals necessary for the construction of the concrete pavement.

In calculating the thickness of the pavement, measurements which are in excess of the plan thickness by more than 0.25 inch will be considered as the plan thickness plus 0.25 inch. Additionally, measurements which are less than the plan thickness by more than 0.50 inch, excluding exploratory cores, will be considered as the plan thickness minus 0.50 inch. When the measured thickness of a core is less than the plan thickness by more than 0.50 inch, the actual

thickness of the pavement in this area will be determined by taking exploratory cores at not less than 10 foot intervals parallel to the centerline in each direction from the affected location until in each direction a core is found which is not deficient by more than 0.50 inch.

Areas found deficient in thickness by more than 0.50 inch will be evaluated by the Engineer; and if in the judgment of the Engineer, the deficient areas warrant removal, they shall be removed and replaced with pavement of the thickness shown on the plans without cost to the Department. If the Engineer determines that the deficient areas do not warrant removal, the pavement may be left in place with no payment to the Contractor, or may be removed and replaced at the Contractor's option. Exploratory cores for deficient thickness will not be used in averages for areas for adjusted unit price.

Each area or section of pavement removed shall be at least 10 feet in length and at least the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 6 feet in length shall also be removed and replaced. The new surface shall be textured as specified in the contract.

Concrete that fails to develop a 28-day compressive strength of 3500 psi shall be removed and replaced, or accepted at a reduced price, if an Engineering study indicates that the concrete is satisfactory to remain in place.

Payment will be made under:

907-504-A: ___" Fiber Reinforced Concrete Pavement - per square yard

907-504.05.2--Price Adjustments for Thickness. When the average pavement thickness, determined in accordance with Subsection 907-504.03.12, is deficient by more than 0.25 inch but not more than 0.50 inch, payment will be made at an adjusted price as specified in the following table:

CONCRETE PAVEMENT DEFICIENCY

Thickness Deficiency Inches	Proportional Part of Contract Price Allowed
0.00 to 0.25	100 percent
0.26 to 0.50	75 percent
>0.50	Remove and Replace At No Additional Cost to the Department or Receive No Payment

Any applicable price adjustment due to thickness deficiency applies to the full width of the deficient lane or shoulder.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8

CODE: (SP)

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

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

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from “floating”.
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the “907” prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-611-5

CODE: (SP)

| DATE: 06/22/2005

SUBJECT: Unit Pavers

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

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

907-611.02--Materials.

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

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

| **907-611.02.3--Sand Laying Course.** Sand for bedding and joints shall [meet the requirements of Subsection 703.02.2.2 of the Standard Specifications.](#)

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

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

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

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

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

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

907-611.03--Construction Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-4

CODE: (SP)

DATE: 06/10/2004

SUBJECT: Thermoplastic Markings

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-15

CODE: (IS)

DATE: 03/17/2008

SUBJECT: Thermoplastic Traffic Markings

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

907-626.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 446.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-3

DATE: 10/01/2008

SUBJECT: Hydraulic Cement

In Subsection 907-701.02.2.1 on page 3, delete the line in Table 1 addressing Severe Soluble Sulfate Conditions, and substitute the following:

Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II ** cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, 10% metakaolin, or 8% silica fume
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-3

CODE: (IS)

DATE: 11/30/2007

SUBJECT: Hydraulic Cement

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

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85 or Type I(MS), as defined by the description below Table 1. Type III cement conforming to AASHTO Designation: M85 or Type III(MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for Portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, metakaolin, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, 10% metakaolin, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type II ** cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, 10% metakaolin, or 8% silica fume

* The values listed in this table for replacement of Portland cement by the cementitious materials listed are maximums and shall not be exceeded. The minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

** Type I cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement; this cement is given the designation "Type I(MS)". Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".

*** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04. No additional cementitious materials shall be added to or as a replacement for blended cement.

**** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

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

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement for use in 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 or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Neither metakaolin nor silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

- Type I(SM) – Slag-modified Portland cement
- Type IS – Portland blast-furnace slag cement
- Type I(PM) – Pozzolan-modified Portland cement
- Type IP – Portland-pozzolan cement

Blended cement for use in Portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2 and the “(MS)” suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement types in this Subsection shall meet the Mortar expansion requirements listed in AASHTO Designation: M 240, Table 2.

907-701.04.2--Replacement by Other Cementitious Materials. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When Portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the

blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2.

When Portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-8

CODE: (IS)

DATE: 06/01/2009

SUBJECT: Aggregates

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-703.03.2.4--Gradation. Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

907-703.04--Aggregate for Crushed Stone Courses.

907-703.04.1--Coarse Aggregate. Delete the first sentence of the first paragraph of Subsection 703..04.1 on page 611, and substitute the following:

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed stone, slag, granite, shell, gravel, concrete, or combination thereof.

907-703.04.2--Fine Aggregate. Delete the first sentence of the first paragraph of Subsection 703..04.2 on page 611, and substitute the following:

Fine aggregate, defined as material passing no. 8 sieve, shall be material resulting from the crushing of stone, slag, gravel, concrete, or combination thereof.

907-703.04.3--Gradation. Add the following to the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613.

Sieve Size	Percent Passing By Weight	
	Size No. 825	Crushed Stone
2 inch	100	
1 1/2 inch	90 - 100	100
1 inch	75 - 98	90 - 100
3/4 inch		
1/2 inch	60 - 85	62 - 90
3/8 inch		
No. 4	40 - 65	30 - 65
No. 8	28 - 54	
No. 10		15 - 40
No. 16	19 - 42	
No. 40		
No. 50	9 - 27	
No. 200	4 - 18	3 - 16

After the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613, add the following:

907-703.04.4--Crushed Concrete. Crushed reclaimed concrete shall also be allowed as a crushed aggregate course provided it meets the requirements of Subsection 703.04 and the following.

Crushed Concrete

Sieve Size	Percent Passing By Weight
2 inch	
1 1/2 inch	100
1 inch	90 - 100
3/4 inch	
1/2 inch	60 - 85
3/8 inch	
No. 4	40 - 65
No. 8	28 - 54
No. 10	
No. 16	19 - 42
No. 40	
No. 50	9 - 27
No. 200	2 - 18

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-5

CODE: (IS)

DATE: 05/12/2008

SUBJECT: Non-Metal Drainage Structures

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

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

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

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

907-708.17--Corrugated Plastic Pipe Culverts.

907-708.17.1--Corrugated Polyethylene Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.1 on page 645 and substitute the following.

Corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 294, Type S and/or SP, as applicable, and shall have soil tight joints, unless otherwise specified.

Delete the last sentence of the second paragraph of Subsection 708.17.1 on page 645.

After Subsection 708.17.1 on page 645, add the following:

907-708.17.1.1--Inspection and Final Acceptance of Corrugated Polyethylene Pipe Culverts.

Approximately 50% of the installed length of corrugated polyethylene pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.17.2--Corrugated Poly (Vinyl Chloride) (PVC) Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.2 on page 645 and substitute the following.

Corrugated poly (vinyl chloride) (PVC) pipe shall conform to the requirements of AASHTO Designation: M 304 and shall have soil tight joints, unless otherwise specified. Non-perforated PVC pipe used in underdrains shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

After Subsection 708.17.2 on page 645, add the following:

907-708.17.2.1--Inspection and Final Acceptance of Poly (Vinyl Chloride) (PVC) Pipe Culverts. Approximately 50% of the installed length of PVC pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.18--Sewer Pipe Used for Underdrains.

907-708.18.1--General. After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

907-708.18.3--Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe. After the first sentence of Subsection 708.18.3 on page 645, add the following.

Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

907-708.18.4--Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe. Delete the paragraph in Subsection 708.18.4 on page 645 and substitute the following.

This pipe shall conform to the following requirements. For pipe sizes less than or equal to six inches ($\leq 6''$), the pipe shall be Class PS46 meeting the requirements of AASHTO Designation: M 278. For pipe sizes greater than six inches ($> 6''$), the pipe shall meet the requirements of AASHTO Designation: M 304. Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

Delete Subsection 708.19 on page 645 and substitute the following:

907-708.19--Corrugated Polyethylene Pipe. This pipe shall be high density polyethylene pipe or drainage tubing meet the requirements of AASHTO Designation: M 294, Type S or SP, or

AASHTO Designation: M 252, Type S or Type SP, as applicable.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-709-1

CODE: (SP)

DATE: 05/05/2008

SUBJECT: Metal Pipe

Section 709, Metal Pipe, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 709.02 on page 649, add the following:

907-709.02.1--Aluminized Corrugated Metal Culvert Pipe and Pipe Arches. All aluminized metal pipe and arches shall be manufactured from Type 2 corrugated metal pipe and arches in accordance with the requirements of Subsection 709.02.

907-709.03--Bituminous Coated Corrugated Metal pipe and Pipe Arches.

907-709.03.1--Materials. Delete the first sentence of the first paragraph of Subsection 709.03.1 on page 649, and substitute the following:

Bituminous coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 190 and be completely coated inside and out with an asphalt cement which will meet the performance requirements hereinafter set forth.

907-709.05--Polymer Coated Corrugated Metal Pipe and Pipe Arches. Delete the first sentence of the first paragraph of Subsection 709.05 on pages 649 and 650, and substitute the following:

Polymer coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 245, except the minimum gauge thickness shall be as shown on the plans or in the contract; however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe will be determined by inside measurement between the crests of the corrugations. Corrugations greater than 3" x 1" will not be allowed in arch pipe.

907-709.06--Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.06 on page 650, and substitute the following:

Corrugated metal pipe shall conform to AASHTO Designation: M 36, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.06.1--Aluminized Corrugated Metal Culvert Pipe For Underdrains. All aluminized corrugated metal pipe for underdrains shall be manufactured from Type 2 corrugated metal pipe

and arches in accordance with the requirements of AASHTO Designation: M 36, Type III. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.07--Bituminous Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.07 on page 650, and substitute the following:

Bituminous coated corrugated metal pipe shall conform to the requirements of AASHTO Designation: M 190, Type A with a bituminous coating applied in accordance with the requirements of Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.08--Polymer Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.08 on page 650, and substitute the following:

The metal pipe for underdrains shall conform to the requirements of AASHTO Designation: M 245, Type III and the polymer coating shall conform to the requirements of Subsection 709.05. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.09--Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the first sentence in Subsection 709.09 on page 650, and substitute the following:

Corrugated aluminum culvert pipe and arches shall conform to the requirements of AASHTO Designation: M 196, Type IA.

907-709.10--Corrugated Aluminum Alloy Pipe for Underdrains. Delete the first sentence in Subsection 709.10 on page 650, and substitute the following:

Corrugated aluminum pipe underdrains shall conform to the requirements of AASHTO Designation: M 196, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.11--Bituminous Coated Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the sentence in Subsection 709.11 on page 650, and substitute the following:

Bituminous coated aluminum culvert pipe and arches shall conform to AASHTO Designation: M 196, Type IA, and in addition shall be coated inside and out as specified in Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.13--Bituminous Coated Corrugated Aluminum Alloy Pipe for Underdrains. Delete the sentence in Subsection 709.13 on page 650, and substitute the following:

This pipe shall conform to AASHTO Designation: M 196, Type III, and shall be coated with bituminous material conforming to AASHTO Designation: M 190, type coating as specified. Manufacturer must repair any damaged coating caused from perforating the pipe.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

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. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),

$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150} , f_{150}^{150} , and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-1

CODE: (IS)

DATE: 12/11/2007

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the Contractor's responsibility to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following:

907-713.02--Admixtures for Portland Cement Concrete. Admixtures shall only be approved by the Department for classification as a single type following the applicable types from AASTHO Designation: M 154 or M 194, or the definition of a mid-range water reducer listed below with the following exception: when requested by the manufacturer the Department will consider classifying an admixture as both a Type A and a Type D. Admixtures shall only be used in accordance with the manufacturer's recommended dosage range for that type. Where an admixture is classified as both a Type A and Type D, the dosage range for use as a Type A shall not overlap the dosage range for use as a Type D.

Air-entraining admixtures shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Mid-range water-reducers are classified as water-reducing admixtures that reduce the mix water a minimum of 8% when compared to a control mix with no admixtures when tested in accordance with the requirements in AASHTO Designation: M 194. The type designation for admixtures approved by the Department and classified as meeting the requirements of a mid-range water-reducer shall be "MR".

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-714-5

DATE: 04/21/2009

SUBJECT: Miscellaneous Materials

Delete the second exception under the first paragraph in Subsection 907-714.05.2 regarding the strength activity index.

Delete Subsection 907-714.11.6 on page 5, and substitute the following:

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following:

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair.

Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of $\pm 0.15\%$ in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-5

CODE: (IS)

DATE: 06/18/2008

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:

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following:

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. **Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 6.0%.**

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exceptions:

The loss on ignition shall not exceed 6.0 percent.

The strength activity index with Portland cement shall be at least 55 percent of the control mix at seven days.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following:

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS 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 GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following:

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. 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. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

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.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. 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.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ 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 alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

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

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

907-714.11.6--Rapid Setting Commercial Grouts and Concrete Patching Compounds. Delete the first sentence of the first paragraph of Subsection 714.11.6 on page 690 and substitute the following:

Rapid setting commercial grouts and concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following:

Approved Non-"Fast Set" Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

"*Fast Set Epoxy*" may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. "Fast Set Epoxy" refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-3

CODE: (IS)

DATE: 01/25/2008

SUBJECT: Roadside Development Materials

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

907-715-02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

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

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows:

$$\% \text{ RNV} = \text{CCE} \times (\% \text{ passing \#10 mesh} + \% \text{ passing \#50 mesh})/2$$

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-1

CODE: (IS)

DATE: 3/17/2008

SUBJECT: Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-8

DATE: 06/09/2008

SUBJECT: Concrete Bridges and Structures

Before the first sentence of 907-804.02.1 on page 1, add the following:

Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following:

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Before the first sentence of Subsection 907-804.02.10 on page 2, add the following:

Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following:

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mix designs complying with the Department's *Concrete Field Manual*.

Delete the second paragraph of Subsection 907-804.02.11 on page 3 and substitute the following:

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

Delete Subsection 907-804.02.13 on page 4 and substitute the following:

907-804.02.13--Quality Assurance Sampling and Testing. Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following:

- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete "and FM" from the requirements on line A.3.

After Subsection 907-804.02.13.1.4 on page 4, add the following:

907-804.02.13.1.5--Compressive Strength. Delete the heading of the second paragraph of Subsection 804.02.13.1.5 on page 860 and substitute the following:

Projects with 1000 Cubic Yards and More.

Delete the second heading in Subsection 804.02.13.1.5 on page 860 and substitute the following:

Projects of More Than 200 but Less Than 1000 Cubic Yards.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-8

CODE: (IS)

DATE: 02/05/2008

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.

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

Blended Cement..... 907-701.01 and 907-701.04
 Ground Granulated Blast Furnace Slag (GGBFS)..... 907-714.06
 Metakaolin 907-714.07
 Silica Fume 907-714.07.2

907-804.02.8--Laboratory Accreditation. In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

907-804.02.9--Testing Personnel. Delete Table 2 in this subsection and replace it with the following.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation: T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

- * Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.
- ** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician - Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department's *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mix Design. Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

- * Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.
- ** The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.
- *** The slump may be increased up to six (6) inches with an approved mid-range water reducer or up to eight (8) inches with an approved type F or G high range water reducer, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO M157 specifications.
- **** Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.
- ***** Class DS Concrete for drilled shafts shall have an 8 ± 1 -inch slump.

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

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

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following:

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

907-804.02.10.3--Field Verification of Concrete Mix Design. Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following:

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

907-804.02.10.4--Adjustments of Mixture Proportions. Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following:

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following:

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For large volume projects the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For small volume projects, the concrete batch plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following:

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall

be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

907-804.02.12.3--Documentation. After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following:

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

907-804.02.12.5--Non-Conforming Materials. In Table 4 of Subsection 804.02.12.5 on page 857, delete “/ FM” from the requirements on line B.3.a.

907-804.02.13--Quality Assurance Sampling and Testing. In Table 5 of Subsection 804.02.13 on page 858, delete “and FM” from the requirements on line A.3.

907-804.02.13.1.4--Temperature. Delete the first paragraph of Subsection 804.02.13.1.4 on pages 859 & 860, and substitute the following:

Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, 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.

907-804.03--Construction Requirements.

907-804.03.15--Removal of Falsework, Forms, and Housing. Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

**Table 6
Minimum Compressive Strength Requirements for Form Removal**

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**Table 7
Requirements for use of Maturity Meter Probes**

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from “Table 6” to “Table 8”.

907-804.03.19--Finishing Concrete Surfaces.

907-804.03.19.7--Finishing Bridge Floors.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

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 build a bridge pathway and landscaping on US 90 at St. Louis Bay and Biloxi Bay, known as Federal Aid Project Nos. STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301, in the Counties of Harrison and Jackson, 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
Roadway Items									
0010	201-B001		1	Acre	Clearing and Grubbing				
0020	201-D002		2	Acre	Random Clearing				
0030	202-B005		985	Square Yard	Removal of Asphalt Pavement, All Depths				
0040	202-B025		180	Square Yard	Removal of Concrete Paved Ditch				
0050	203-A003	(E)	1,300	Cubic Yard	Unclassified Excavation, FM, AH				
0060	203-D001	(E)	1,400	Cubic Yard	Muck Excavation, FM				
0070	203-EX007	(E)	3,200	Cubic Yard	Borrow Excavation, AH, FME, Class B4				
0080	203-I001		6,300	Square Yard	Site Grading				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	206-A001	(S)	478	Cubic Yard	Structure Excavation				
0100	211-A001		7,500	Square Yard	Topsoil for Slope Treatment, From Right-of-Way				
0110	211-B001	(E)	585	Cubic Yard	Topsoil for Slope Treatment, Contractor Furnished				
0120	211-D001	(E)	370	Cubic Yard	Topsoil for Plant Pits, Contractor Furnished				
0130	212-A001		29,735	Square Yard	Light Ground Preparation				
0140	212-B001		2,675	Square Yard	Standard Ground Preparation				
0150	213-B001		3	Ton	Combination Fertilizer, 13-13-13				
0160	216-B004		3,200	Square Yard	Solid Sodding, Bermuda				
0170	219-A001		92	Thousand Gallon	Watering	20.	00	1,840.	00
0180	233-A001		275	Cubic Yard	Tree Bark Mulch, Type I				
0190	233-B001		15	Cubic Yard	Aggregate Mulch				
0200	234-A001		4,075	Linear Feet	Temporary Silt Fence				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	235-A001		91	Bale	Temporary Erosion Checks				
0220	503-C007		735	Linear Feet	Saw Cut, Full Depth				
0230	602-A001	(S)	1,637	Pounds	Reinforcing Steel				
0240	603-CA088	(S)	654	Linear Feet	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets				
0250	603-CA091	(S)	80	Linear Feet	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets				
0260	603-CB001	(S)	2	Each	18" Reinforced Concrete End Section				
0270	603-CB004	(S)	1	Each	36" Reinforced Concrete End Section				
0280	604-A001		2,028	Pounds	Castings				
0290	604-B001		1,400	Pounds	Gratings				
0300	609-B003	(S)	450	Linear Feet	Concrete Curb, Special Design				
0310	609-D006	(S)	1,700	Linear Feet	Combination Concrete Curb and Gutter Type 1 Modified				
0320	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0330	619-D4001		232	Square Feet	Directional Signs				
0340	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0350	630-A001		13	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness				
0360	630-K001		28	Linear Feet	Welded & Seamless Steel Pipe Posts, 3"				
0370	682-A004		1,325	Linear Feet	Underground Branch Circuit, AWG 1/0, 3 Conductor				
0380	682-A028		2,480	Linear Feet	Underground Branch Circuit, AWG 4/0, 3 Conductor				
0390	682-A030		2,375	Linear Feet	Underground Branch Circuit, AWG 6, 2 Conductor				
0400	682-A039		80	Linear Feet	Underground Branch Circuit, AWG 12, 3 Conductor				
0410	683-B138		32	Each	Lighting Assembly, Low Mast, Type A				
0420	683-B139		14	Each	Lighting Assembly, Low Mast, Type B				
0430	699-A001		1	Lump Sum	Roadway Construction Stakes	XXXXXXXX	XXX		
0440	809-A005	(S)	110	Square Feet	Modular Block Retaining Wall System				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0450	815-A004	(S)	1,675	Square Yard	Loose Riprap, Size 300				
0460	815-E001	(S)	1,675	Square Yard	Geotextile under Riprap				
0470	907-213-A001		18	Ton	Agricultural Limestone				
0480	907-227-A001		6	Acre	Hydroseeding				
0490	907-230-A011		165	Each	Shrub Planting, Dwarf Yaupon Holly				
0500	907-230-A044		472	Each	Shrub Planting, Parsons Juniper				
0510	907-230-A047		298	Each	Shrub Planting, Dwarf Palmetto				
0520	907-230-A076		490	Each	Shrub Planting, Muhly Grass				
0530	907-230-A100		51	Each	Shrub Planting, Adagio Miscanthus				
0540	907-230-A101		705	Each	Shrub Planting, Blanketflower				
0550	907-230-A102		195	Each	Shrub Planting, Dwarf Oleander				
0560	907-230-A103		63	Each	Shrub Planting, Dwarf Wax Myrtle				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0570	907-230-A104		34	Each	Shrub Planting, Eastern Baccharis				
0580	907-230-A105		420	Each	Shrub Planting, Pansy				
0590	907-230-B005		66	Each	Tree Planting, Little Gem Magnolia				
0600	907-230-B034		10	Each	Tree Planting, Tulip Poplar				
0610	907-230-B038		20	Each	Tree Planting, Yaupon Holly				
0620	907-230-B043		25	Each	Tree Planting, Common Bald Cypress				
0630	907-230-B081		26	Each	Tree Planting, Autumn Blaze Red Maple				
0640	907-230-B082		50	Each	Tree Planting, Cathedral Live Oak				
0650	907-230-B083		23	Each	Tree Planting, Drake Chinese Elm				
0660	907-230-B084		4	Each	Tree Planting, Jerusalem Thorn				
0670	907-230-B085		52	Each	Tree Planting, Slash Pine				
0680	907-230-B086		31	Each	Tree Planting, Southern Wax Myrtle				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0690	907-258-E001		6	Each	Trash Receptacle , Type 1, Per Plans				
0700	907-258-E001		3	Each	Trash Receptacle , Type 2, Per Plans				
0710	907-258-J001		16	Each	Metal Bench , Type 1, Per Plans				
0720	907-258-J001		4	Each	Metal Bench , Type 2, Per Plans				
0730	907-258-PP006		550	Linear Feet	Handrail				
0740	907-258-PP008		3	Each	Bicycle Rack , Type 1, Per Plans				
0750	907-258-PP008		2	Each	Bicycle Rack , Type 2, Per Plans				
0760	907-258-PP009		1	Lump Sum	Children's Play Area, Structures and Accessories, Per Plans	XXXXXXXX	XXX		
0770	907-258-PP010		1	Each	Kiosk, Per Plans				
0780	907-258-PP011		9	Each	Metal Picnic Table, Per Plans				
0790	907-258-PP012		3	Each	Overlook Deck, Per Plans				
0800	907-258-PP013		1	Each	Pavilion , Large, Per Plans				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0810	907-258-PP013		1	Each	Pavilion , Small, Per Plans				
0820	907-258-PP015		4,200	Square Feet	Playground Surfacing, Per Plans				
0830	907-258-PP016		23	Each	Bollard , Permanent, Per Plans				
0840	907-258-PP016		4	Each	Bollard , Removable, Per Plans				
0850	907-258-PP017		2	Each	Recycling Station, Per Plans				
0860	907-258-PP018		2	Each	Storage Structure, Per Plans				
0870	907-258-PP019		1	Each	Stretch Equipment , Type 1, Per Plans				
0880	907-258-PP019		1	Each	Stretch Equipment , Type 2, Per Plans				
0890	907-258-PP020		3	Each	Sun Shelter, Per Plans				
0900	907-259-C001		2	Each	Lighting Assembly, Flag Pole Lighting				
0910	907-263-A005	(S)	725	Linear Feet	4" Diameter PVC Force Main Pipe, SDR 26				
0920	907-282-A019		1	Lump Sum	Automatic Irrigation System , Per Plans	XXXXXXXXX	XXX		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0930	907-282-B003		2,135	Linear Feet	Piping, 1" Diameter				
0940	907-282-M001		307	Each	Slow Release Irrigation Bag				
0950	907-282-PP002		18	Each	Hose Bib With Valve Box, Per Plans				
0960	907-290-A001		1	Each	Flagpole				
0970	907-304-F001	(GT)	1,080	Ton	Size 825 Crushed Stone Base				
0980	907-403-A011	(BA1)	200	Ton	Hot Mix Asphalt, ST, 12.5-mm mixture				
0990	907-403-A012	(BA1)	400	Ton	Hot Mix Asphalt, ST, 19-mm mixture				
1000	907-504-A001	(C)	660	Square Yard	6" Fiber Reinforced Concrete Pavement				
1010	907-504-A002	(C)	4,740	Square Yard	4" Fiber Reinforced Concrete Pavement				
1020	907-601-B003	(S)	23	Cubic Yard	Class "B" Structural Concrete, Minor Structures				
1030	907-601-PP001	(S)	1	Lump Sum	Class "B" Structural Concrete, Concrete Steps, Per Plans	XXXXXXXXXX	XXX		
1040	907-603-PE201	(S)	1	Each	12" Corrugated Polyethylene End Section				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1050	907-603-PE211	(S)	30	Linear Feet	12" Corrugated Polyethylene Pipe				
1060	907-607-PP006		205	Linear Feet	Black Aluminum Fence, Per Plans				
1070	907-611-E001	(S)	135	Linear Feet	Concrete Band				
1080	907-611-PP001	(S)	150	Square Feet	Bridge Memorial Concrete Pavers, Per Plans				
1090	907-611-PP002	(S)	1,270	Square Feet	Concrete Pavers, Per Plans				
1100	907-611-PP003	(S)	170	Square Feet	Detectable Warning, Per Plans				
1110	907-611-PP004	(S)	600	Square Yard	Porous Pavement, Per Plans				
1120	907-626-G001		240	Linear Feet	Thermoplastic Detail Stripe, Blue-ADA				
1130	907-626-G004		610	Linear Feet	Thermoplastic Detail Stripe, White				
1140	907-626-H002		2	Each	Thermoplastic Legend, Blue-ADA Handicap Symbol				
1150	907-626-H004		810	Linear Feet	Thermoplastic Legend, White				
1160	907-626-H005		192	Square Feet	Thermoplastic Legend, White				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1170	907-630-PP001		2	Each	Handicap Parking Sign with Post				
1180	907-630-PP012		2	Each	Site Entrance Sign With Post, Per Plans				
1190	907-630-PP013		1	Each	Secondary Sign , Type 1, Per Plans				
1200	907-630-PP013		2	Each	Secondary Sign , Type 2, Per Plans				

*** BID CERTIFICATION ***

TOTAL BID.....\$_____

*** DBE/WBE SECTION ***

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE)_____ Small Business (WBE)_____
3. A joint venture with a Small Business (DBE/WBE): _____

*** 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 _____

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301**,

in **Harrison and Jackson** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

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

Executed on _____
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301**,

in **Harrison and Jackson** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

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

Executed on _____
Signature

S E C T I O N 9 0 2

CONTRACT FOR STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301

LOCATED IN THE COUNTY(IES) OF Harrison and Jackson

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: STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301

LOCATED IN THE COUNTY(IES) OF: Harrison and Jackson

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)	Mississippi Resident Agent

	(Signature) Mississippi Resident Agent
	Address _____

	(Surety Seal)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**
Dollars (\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Construction necessary to build a bridge pathway and landscaping on US 90 at St. Louis Bay and Biloxi Bay, known as Federal Aid Project Nos. STP-0003-01(144) / 105556301 & STP-0003-01(145) / 105557301, in the Counties of Harrison and Jackson, State of Mississippi.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 2009

(Principal) (Seal)

(Witness)

By: _____
(Name) (Title)

(Surety) (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

MS Resident Agent

Mississippi Insurance ID Number

Bid bond must be signed or countersigned by a qualified Mississippi resident agent and the bidder as per Section 102.08 of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.

