MDOT Use Only

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Loaded _____

Keyed _____

SM No. CSTP0059011061

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

(NONEXEMPT)

12
Site Improvements to the Welcome Center on I-59 near the Louisiana State Line, known as Federal Aid Project No. STP/IM-0059-01(106) / 105568301 & 302, in the County of Pearl River, State of Mississippi.
Project Completion: September 30, 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 REGADING NON-COLLUSION, DEBARMENT AND SUSPENSION,
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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:

Site Improvements to the Welcome Center on I-59 near the Louisiana State Line, known as Federal Aid Project No. STP/IM-0059-01(106) / 105568301 & 302, in the County of Pearl River, 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 proposal are available at a cost of Ten Dollars ($10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars ($10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, 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. 3 **CODE: (SP)**

DATE: 05/03/2004

SUBJECT: Final Clean-Up

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

DATE: 05/03/2004

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 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 5 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.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 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

Page	Subsection	Change
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 “ $\leq$ ”.

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.

Pay Item	Description
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/brdgcalc/calc_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. 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 containation 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/IM-0059-01(106)
105568-301000/302000
PEARL RIVER COUNTY
September 10, 2009

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

NONE.

STATUS OF POTENTIALLY CONTAMINATED SITES
STP-0059-01(106)
105568-301000
PEARL RIVER 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.

STATUS OF POTENTIALLY CONTAMINATED SITES
STP/IM-0059-01(106)
105568-302000
PEARL RIVER COUNTY
August 14, 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.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STP-0059-01(106)
105568-301000
PEARL RIVER 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.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STP/IM-0059-01(106)
105568-302000
PEARL RIVER COUNTY
August 14, 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.

ENCROACHMENT CERTIFICATION

STP/IM-0055-01(106)
105568301 & 302
PEARL RIVER COUNTY(IES)
September 8, 2009

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

STATUS OF UTILITIES
PROJECT NO. STP/IM-0059-01(106) – 105568/301 & 302000
PEARL RIVER COUNTY

All work associated with this project is to be done within existing rights-of-way. No conflict with contractor's operations is anticipated.

Forty-eight hours prior commencing any excavation operations 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

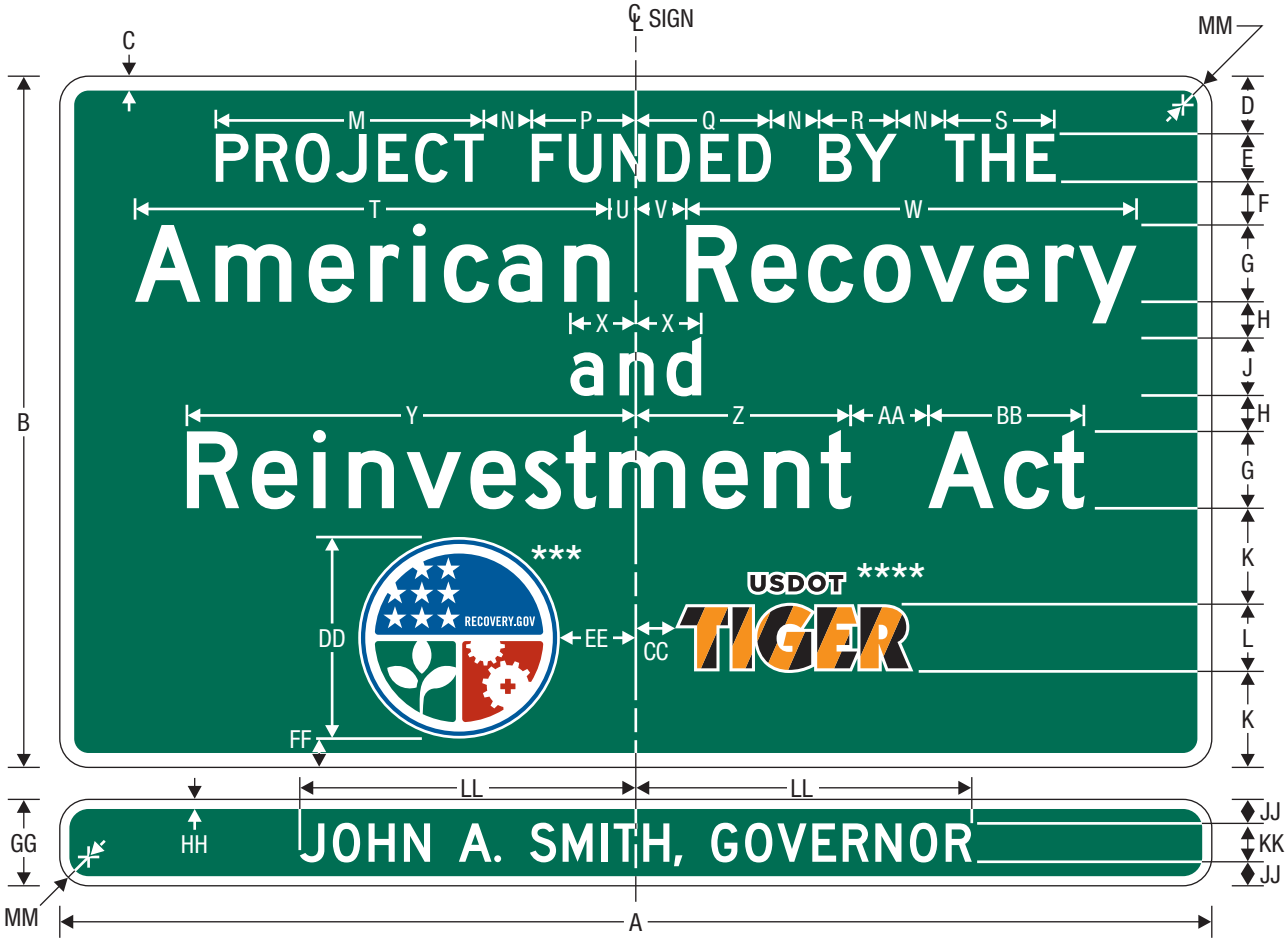
SUBJECT: American Recovery and Reinvestment Act (ARRA) Sign

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	4 D* (3 LC)	7.25	5	19.047	4	7.362

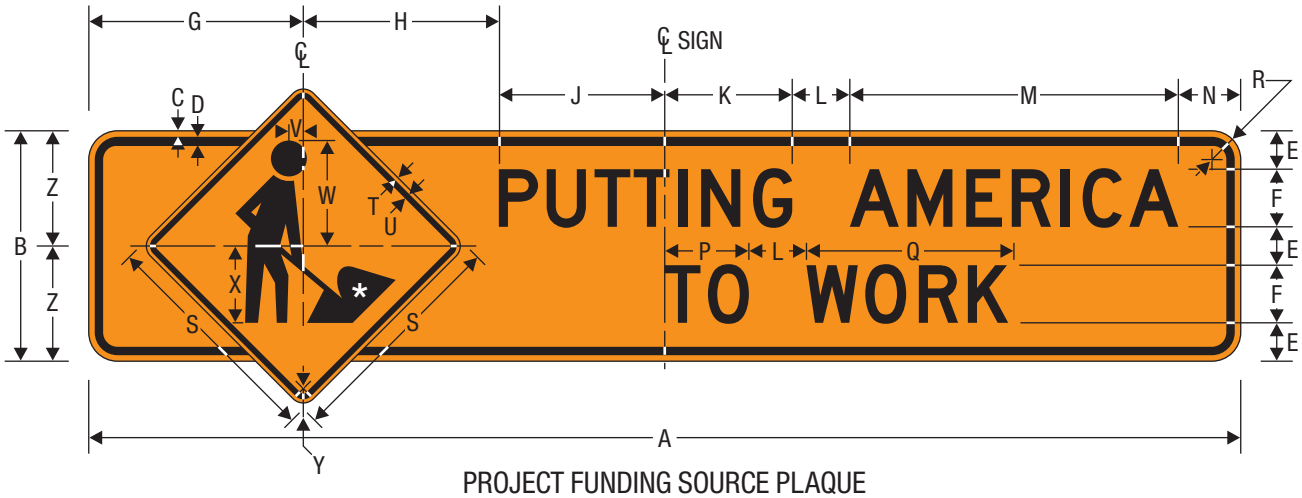
Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
9.484	5.162	7.763	31.722	2.415	3.585	30.552	4.542	30.911	14.737	6	10.175	3	15

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



PROJECT FUNDING SOURCE PLAQUE

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

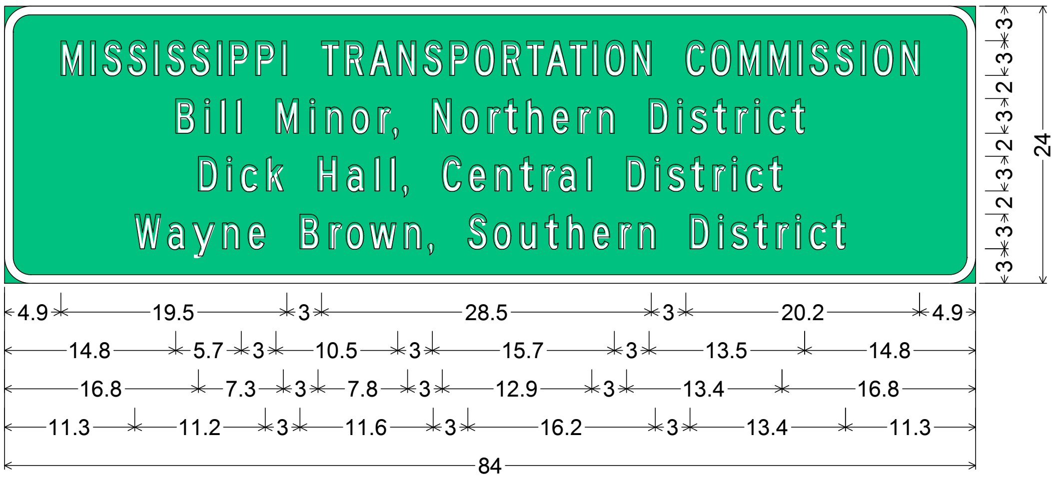
RECOVERY
Vector-Based, Vinyl-Ready Pictograph

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.

	M	I	S	S	I	S	S	I	P	P	I
4.9	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	

	C	O	M	M	I	S	S	I	O	N	
4.6	2.2	2.3	2.6	2.6	1.1	2.1	2.3	1.0	2.4	1.6	4.9

	B	i	l	l	M	i	n	o	r	,	N	o	r	t	h	e	r	n
14.8	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	

	D	i	s	t	r	i	c	t	
4.4	2.5	1.1	2.0	1.9	1.7	1.2	2.0	1.1	14.8

	D	i	c	k	H	a	l	l	,	C	e	n	t	r	a	l
16.8	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	

	D	i	s	t	r	i	c	t	
3.4	2.5	1.1	1.9	1.9	1.7	1.2	2.0	1.1	16.8

	W	a	y	n	e	B	r	o	w	n	,	S	o	u	t	h	e	r	n
11.3	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	

	D	i	s	t	r	i	c	t	
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 included 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").

MONTHLY EMPLOYMENT REPORT
AMERICAN RECOVERY AND REINVESTMENT ACT

1. Report Month: (mm/yyyy)	2. Contracting Agency	
3. Federal-Aid Project Number	4. State Project Number or ID Number	5. Project Location: State, County or Federal Region

6. CONTRACTOR NAME AND ADDRESS

Name:
Address:
City: State:
Zip:

7. Contractor/Subcontractor DUNS Number:

8. Employment Data

	EMPLOYEES	HOURS	PAYROLL
Prime Contractor Direct, On-Project Jobs (see guidance for definitions)			
Subcontractor Direct, On-Project Jobs			
Subcontractor Name			
Prime and Subcontractor Totals	0	0	0.00

9. PREPARED BY CEO or Payroll Official:	DATE:
Name: Title:	

Form FHWA-1589

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

	Per Gallon	Per Liter
Gasoline	$2.1738	$0.5743
Diesel	$2.2452	$0.5931

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
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. 2775 **CODE: (SP)**

DATE: **09/10/2009**

SUBJECT: **Contract Time**

PROJECT: **STP/IM-0059-01(106) / 105568301 & 302 – Pearl River County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **September 30, 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. 2776

DATE: 09/02/2009

SUBJECT: Specialty Items

PROJECT: STP-005901(106) / 105568301 & IM-0059-01(106) / 105568302 - Pearl River County

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: LIGHTING, ALUMINUM TRUSSED ARM

Line No	Pay Item	Description
0400	682-A027	Underground Branch Circuit, AWG 4, 5 Conductor
0410	682-A031	Underground Branch Circuit, AWG 6, 3 Conductor
0420	682-B031	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor
0430	682-F001	Secondary Power Controllers
0440	683-B004	Lighting Assembly, Low Mast, Type 30-1-12-400
0450	683-B164	Lighting Assembly, Low Mast, Type 13-1-0-150
0460	684-A003	Pole Foundation, 24" Diameter
0470	684-B003	Slip Casing, 24" Diameter
0860	907-682-E001	Underground Junction Box With Concrete Pad

CATEGORY: NON ROADWAY ITEMS

Line No	Pay Item	Description
0660	907-259-A001	Lighting Assembly, Nonlighted Bollard
0670	907-259-B001	Lighting Assembly, Bollards
0680	907-259-C001	Lighting Assembly, Flag Pole Lighting
0690	907-259-D001	Lighting Assembly, Sign Lighting

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0370	628-O001	High Performance Cold Plastic Detail Stripe, White
0380	628-P001	High Performance Cold Plastic Legend, White
0390	628-P002	High Performance Cold Plastic Legend, White
0820	907-626-G001	Thermoplastic Detail Stripe, Blue-ADA
0830	907-626-G004	Thermoplastic Detail Stripe, White
0840	907-626-H002	Thermoplastic Legend, Blue-ADA Handicap Symbol
0850	907-626-H004	Thermoplastic Legend, White

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

Line No	Pay Item	Description
0070	202-B060	Removal of Low Mast Lighting Assembly
0080	202-B061	Removal of Low Mast Lighting Foundation

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

Line No	Pay Item	Description
0100	202-B076	Removal of Traffic Stripe

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
0480	699-A001	Roadway Construction Stakes

CATEGORY: UTILITY ITEMS

Line No	Pay Item	Description
0710	907-260-A002	Lift Station
0720	907-263-A006	3" Diameter HDPE Force Main Pipe, SDR 17
0730	907-263-B001	Directional Bore, 3" Diameter HDPE Force Main Pipe, SDR 17

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in General Decision No. **MS20080207** dated May 8, 2009.

PEARL RIVER COUNTY

CLASSIFICATION	MINIMUM HOURLY WAGE RATE
Carpenter, Including Form Work	10.62
Cement Mason / Concrete Finisher	10.67
Electrician	22.40
Ironworker, Reinforcing	10.38
Laborer, Common or General	8.39
Laborer, Pipelayer	9.68
Operator, Asphalt Paver and Asphalt Spreader	10.00
Operator, Backhoe / Excavator	11.45
Operator, Broom	10.17
Operator, Bulldozer	11.17
Operator, Crane	14.57
Operator, Grader / Blade	11.00
Operator, Loader	10.15
Operator, Mechanic	12.04
Operator, Oiler	12.33
Operator, Roller	9.31
Operator, Scraper	10.00
Operator, Tractor	6.90
Truck Driver	9.63

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. **General:**

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

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

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

2. **Classification:**

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

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

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

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

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

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

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

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

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

3. **Payment of Fringe Benefits:**

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

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

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

a. Apprentices:

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

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

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

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

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

6. **Withholding:**

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

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

7. **Overtime Requirements:**

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

8. **Violation:**

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

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

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. **Payrolls and Payroll Records:**

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

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

DATE: 05/03/2004

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

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

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

D. Each will proceed to fulfill its obligations diligently.

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

VOLUNTARY PARTNERING:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-225-1

DATE: 04/29/2008

SUBJECT: Grassing

Delete the first paragraph of Subsection 907-225.05 on page 1 and substitute the following:

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%.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-225-1 **CODE: (IS)**

DATE: 09/23/2004

SUBJECT: Grassing

Section 907-225, Grassing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-225.04--Method of Measurement. After the second sentence of Subsection 225.04 on page 163, add the following:

Acceptable quantities of agricultural limestone will be measured by the ton.

907-225.05--Basis of Payment. After the first paragraph of Subsection 225.05 on page 163, add the following:

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

Delete the first pay item listed on page 163 and substitute the following:

907-225-A: Grassing - per acre

907-225-B: Agricultural Limestone - per ton

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 2nd - November 1st	240 calendar days
November 2nd - January 1st	180 calendar days
January 2nd - May 1st	120 calendar days
May 2nd - August 1st	90 calendar days

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

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

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. 907-242-18 **CODE: (SP)**

DATE: 09/11/2009

SUBJECT: Picnic Shelter

PROJECT: STP/IM-0059-01(106) / 105568301 & 302 -- Pearl River County

Section 907-242, Picnic Shelter, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-242-- Picnic Shelter

The specification format for this item of work is different from Standard Road & Bridge Construction. The Contractor shall install the rest area improvements in accordance with the requirements set forth as follows.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 00 01 10 TABLE OF CONTENTS

PROJECT: **PICNIC SHELTER AS PART OF THE SITE IMPROVEMENTS AT THE WELCOME CENTER ON INTERSTATE 59 (NORTHBOUND) NEAR PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI**

PROJECT NUMBER: **STP-0059-01(106) 105567**

DATE: **SEPTEMBER 10, 2009**

DESCRIPTION A: (Pay Item 907-242-A) The Department of Transportation shall clear and grub the site and have in place a building pad of compact select material within one foot of finish floor. This Work shall consist of minor site work and all construction work necessary in constructing a Picnic Shelter as part of the Site Improvements at the Welcome Center on Interstate 59 (Northbound) near Picayune, Pearl River County, Mississippi, in accordance with these Specifications and conforming with the Drawings.

It is the intention of these Specifications to provide the necessary items and instruction for a complete building including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation and construction of the building shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

END OF SECTION

SECTION 01 10 00 SUMMARY

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Work covered by this Special Provision to the Contract Documents shall be provided as one (1) Lump Sum Pay Item to improve the Mississippi Department of Transportation site to construct a Picnic Shelter as part of the Site Improvements at the Welcome Center on Interstate 59 (Northbound) near Picayune, Pearl River County, Mississippi.

B. Payment will be made under the following Pay Item Number:

1. Pay Item Number 907-242-A
Cost related to the Picnic Shelter Lump Sum

C. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

D. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
   a. Labor, materials, equipment.
   b. Tools, construction equipment, and machinery.
   c. Other facilities and services necessary for proper execution and completion of the Work.
2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
3. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
4. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
5. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
6. Schedule of Values: Submit 8 copies to the MDOT Architectural Services Unit a Schedule of Values as described in Section 01 29 73 of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer, MDOT Consultants, and Contractor.
7. Sub-Contractors List: Submit 8 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm's name, contact person, street address, e-mail address, telephone and fax numbers. Submit original to Contract Administration Division and one copy to the Project Engineer and to the MDOT Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.
8. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01 31 00 Project Management & Coordination.

1.02 CONTRACTS

A. Construct Work under a single prime general Contract. Refer to Division 100 General Provisions of the MSHD Standard Specifications for Road and Bridge Construction, 2004 Edition.

1.03 CONTRACTOR'S USE OF PREMISES

A. Confine operations at the site to areas permitted by:

1. Law
2. Contract Documents
3. Owner

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move any stored products which interfere with operations of MDOT or other Contractors.

F. Limit use of site for work and storage to the area indicated on the Drawings.

1.03 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Groups, Subgroups, Divisions and Sections using CSI/CSC's "MasterFormat" 2004 Edition numbering system.

1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in Divisions 02 through 49 in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Language: Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 METHOD OF MEASUREMENT

A. The method of measurement and payment shall conform to the applicable provisions of Section 109 of the MSHD Standard Specifications for Road and Bridge Construction 2004 Edition.

1.02 APPLICATION FOR PAYMENT

A. Format:

1. Applications for Payments will be prepared on AIA forms G702-Application and Certificate for payment and G703-Continuation Sheet; or, a computer generated form containing similar data may be used.

B. Preparation of Application:

1. Present required information in type written form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01 77 00-Closeout Procedures.

C. Submittal Procedures:

1. Submit 3 copies of each Application for Payment to the Project Engineer and one copy to the MDOT Architect.
2. Submit requests to the Project Engineer at agreed upon times, or as may be directed otherwise.

1.03 STATEMENTS AND PAYROLLS

A. The Contractor and subcontractors shall submit weekly two copies of all payrolls to the Project Engineer and meet the requirements of U. S. Department of Transportation Form FHWA 1273, on projects constructed in whole or in part with Federal funds.

B. The Contractor and Subcontractors shall submit Form CAD-880, “Weekly Summary of Wage Rates” and CAD-881, “Weekly Statement of Compliance”, each week to the Project Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.

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

D. 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 week of the estimate period in order for the Project Engineer to process an estimate.

1.04 WAGE RATES

A. All persons employed or working upon the site of the Work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect at time of Advertisement for Bids and/or contained in the Contract.

1.05 CLASSIFICATIONS

A. The Department Contract Compliance Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination.

1.06 BASIS OF PAYMENT

A. This Work will be paid for by Contract Sum for the construction of a Picnic Shelter as part of the Site Improvements at the Welcome Center on Interstate 59 (Northbound) near Picayune, Pearl River County, Mississippi. The Contract Sum shall be full compensation for all site work, for furnishing all materials, and all other Work and effort of whatever nature in the construction of the building, installation of underground and other equipment, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete the Work.

B. Payment will be made under:

MDOT Project No. STP-0059-01(106) 105567 – Pay Item 907-242-A Lump Sum
Picnic Shelter as part of the Site Improvements at the
Pearl River County Welcome Center

_____

LUMP SUM

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 29 73 SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope: Submit 6 copies of the Schedule of Values to the MDOT Architect, with a copy of the Transmittal Letter to the Project Engineer, at least 10 days prior to submitting first Application for Payment. Upon Project Engineer's request, support the values given with data substantiating their correctness. Use Schedule of Values only as basis for contractor's Application for Payment.

B. The 6 copies of the Schedule of Values will be reviewed as Submittal #1. A copy of this submittal will be reviewed by the MDOT Architect Civil Consultants. One copy will be retained by MDOT Architectural Services, one by Civil Consultants one sent to Contract Administration for use in reviewing requests for Permission to Sub-Contract (CAD-720 Form), one sent to the Project Engineer, and two returned to the Contractor. If any extra copies are needed for the Contractor, adjust number submitted.

C. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703-1992, using Table of Contents of this Specification as basis for format for listing costs of Work for Sections under Divisions 02 - 49. Identify each line item with number and title as listed in Table of Contents of this Specification.

D. Preparing Schedule of Values:

1. Itemize separate line item costs for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, Contingency Allowance, temporary facilities and controls, and closeout documents.
2. Itemize separate line item cost for Work required by each Section of this specification. Breakdown installed cost with overhead and profit.
3. For each line item, which has installed value of more than $20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.

E. Preparing Schedule of Unit Material Values:

1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.
2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.

F. Review and Re-submittal: After Project Engineer / MDOT Architect's review, if requested, revise and resubmit schedule in same manner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Scope: Submit to the MDOT Architectural Services Unit shop drawings, product data, and samples required by Specification Sections. Faxed submittals WILL NOT be accepted. DO NOT submit Material Safety Data Sheets for approval. Refer to Section 01 62 14 – Product Options and Substitution Procedures, for requirements concerning products that will be acceptable on this Project.

B. Shop Drawings: Original (LEGIBLE) drawings (NO FAXED COPIES) prepared by Contractor, subcontractor, supplier or distributor which illustrates actual portions of the Work; showing fabrication, layout, setting or erection details. REPRODUCTIONS of the Contract Drawings WILL NOT be acceptable. Minimum requirements for shop drawings shall include the following:

1. Prepared by a qualified detailer.
2. IDENTIFY DETAILS BY REFERENCE TO SHEET AND DETAIL NUMBERS SHOWN ON CONTRACT DRAWINGS.
3. Minimum sheet size: 8-1/2 inches by 11 inches.
4. Shop drawings shall be stamped and signed by the Contractor certifying accuracy, completeness and COMPLIANCE with Contract requirements PRIOR TO SUBMITTING to the MDOT Architectural Services Unit.

C. Product Data: Minimum information (NO FAXED COPIES) submitted shall include the following:

1. Manufacturer's standard schematic drawings: Modify drawings to delete information that is not applicable to the Project. Supplement standard information to provide additional information applicable to Project.
2. Manufacturer’s catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: CLEARLY MARK each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
3. Product Data shall be stamped and signed by the Contractor certifying accuracy, completeness and COMPLIANCE with contract requirements PRIOR TO SUBMITTING to the MDOT Architectural Services Unit.

D. Samples: Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed Work is judged.

1. Provide two copies each of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples.
2. Samples remain the property of the Architectural Services Unit until completion of construction of the Project.
3. Samples (except for color charts/samples) will not be required when specified product is submitted.
4. If a specified product color is discontinued, Contractor shall notify Project Engineer promptly to determine if it affects other color selections.

E. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer.

1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
2. Work shall not be allowed using these materials until the mock-up is approved.
3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.

F. Contractor Responsibilities:

1. Review shop drawings, product data, and samples prior to submission.
2. Verify field measurements, construction criteria, catalog numbers and other data.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's / Consultant's review of submittals.
5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by review of submittals unless written acceptance of specific deviations is given.
6. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
7. Do not order materials or begin Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant's stamp and initials indicating review.
8. After MDOT Architect / Consultant's review, distribute copies.

G. Submission Requirements:

1. Schedule submission with ample time given to review submittals prior to being needed.
2. Submit Seven (7) COPIES of shop drawings and product data with additional number of copies, if required, by Contractor for distribution.
3. Partial submittals are NOT ACCEPTABLE, will be considered non-responsive, and will be returned without review.
4. Submit number of samples specified in each Specification Section.
5. Accompany submittals with transmittal letter, containing data, project title and number; Contractor's name and address; the number of each Shop Drawings, product data and samples submitted; notification of deviations from Contract Documents; and other pertinent data. Submittals shall be sent to MDOT Architect for review or distribution to Consultants, with copy of Transmittal Letter sent to Project Engineer.
6. Each copy of submittal shall include a cover page with the following requirements:
   a. Date and revision dates.
   b. Project title and number.
   c. The names of Project Engineer, Contractor, Supplier, Manufacturer, and separate detailer, when pertinent.
   d. Identification of product or material.
   e. Relation to adjacent structure or materials and COMPLETE dimensions.
   f. Field dimensions, clearly identified as such.
   g. SPECIFICATION SECTION NUMBER.
   h. Applicable standards such as ASTM Number or Federal Specification.

i. A blank space, 2 inches by 3 inches for the Reviewer's stamp.
j. Identification to deviations from Contract Documents.
k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents.

H. Resubmission Requirements:

1. Shop Drawings: Revise initial Drawings as required and resubmit as specified for initial submittal. Indicate on Drawings, all changes that have been made other than those required by the Reviewer.
2. Product Data and Samples: Submit new data and samples as required for initial submittal.

I. Distribution of Submittals after Review:

1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's / Consultant's stamp to: Project Engineer's File, Architectural Services Unit File, Architect's File(as required) / Electrical / Mechanical / Structural Engineer's File (as required), Materials' File (if concrete), Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.
2. Distribute samples as directed. The Project Engineer, MDOT Architect and Consultant (as required) shall retain one of each.

J. MDOT Architect / Consultants' Duties:

1. Review submittals with reasonable promptness.
2. Review for design concept of Project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initial, or signature, certifying the review of submittal.
5. Return submittals to the Architectural Services Unit, which will retain one copy and forward one copy to the Project Engineer, one copy to the Materials Engineer (if concrete), and the remainder to the Contractor.
6. Retain one copy of reviewed submittals.

K. Delays attributable to untimely submittals, submittals not approved, or time taken to resubmit WILL NOT serve as a basis for a Contract Time extension.

L. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.

M. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:

1. Satisfactory written evidence is presented to and approved by the Project Engineer, that manufacturer cannot make scheduled delivery of accepted item, or;
2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
4. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 - PRODUCTS & PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 61 15 BASIC PRODUCT REQUIREMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The products of The Work and the requirements for their quality, delivery, handling, storage, protection and installation.

1.02 DEFINITIONS

A. "Products". Defined as: The materials, machinery, equipment, components, and systems, in whole or in part, incorporated into The Work. "Products" does not include materials, tools, devices, machinery, equipment and systems used for the preparation, manufacture, fabrication, conveying and installation of The Work.

B. "Level of Excellence". Defined as: The degree of quality for the Products and Workmanship of this Project. The required "degree of quality" shall be established on the basis of one or more of the following criteria which shall become the minimum acceptable "level of excellence" for the Work of this Project:

1. Products selected by Architect / Engineer.
2. Architect's / Engineer's Specifications.
3. Reference Standards.
4. Manufacturer's Instructions.
5. Industry Standards.
   a. In the absence of all the criteria from the Specifications Section, the normal local Industry Standard shall prevail. The Party or Parties responsible for the required work shall be experienced in the work to be provided; shall have knowledge as to what, in the local area, constitutes "good and acceptable practice" in producing the completed Work of this Section, and will be expected to provide nothing less.
      1) Example: Masonry and Drywall Contractors are expected to know that Industry Standards, "good practice", and "common sense" dictate, to prevent cracks in the completed work, control joints must be installed at minimum distances or should be placed in certain locations where movement or other stress conditions are likely to occur. When such items are not specified or shown on the Drawings, the Contractor will be expected to request the MDOT Architect's clarification for location (primarily for esthetic considerations) and then provide not less than the minimum Industry Standard, at no additional cost to the Owner.

C. "Standard of Quality". Defined as: A specific and particular manufacturer whose product(s) has / have been selected by the Architect as amply suitable to meet the Project requirements in one or more of the following criterions: appearance, physical attributes, performance characteristics, appropriateness for intended use, and cost.

1. The work of the individual Specification Section will be based on product(s) of the "Standard of Quality Manufacturer" and the product(s) of that manufacturer, designated within the Specifications Section by catalog number(s) (or other identification), shall become "Standard of Quality Product(s) and the basis by which the product(s) of "Other Acceptable Manufacturers", and any substitutions, are judged.
2. In the absence of the designation "Standard of Quality", such as for generic product, material or system, then the specified item (product, material or system) shall be the reference standard and shall become the "Standard of Quality".

D. "Equivalent Products". Defined as: Products having a level of excellence which, in the MDOT Architect's judgment, is equal to the level of excellence established by the product(s) selected as Architect's / Engineer's "Standard of Quality".

E. "Manufacturer". Defined as: An entity whose principal business is the manufacturing, fabricating, assembling, and / or supplying of products / systems from off site for incorporation (in whole, or in part, such as components of a system) into the construction at the Project Site.

1. The Architect's / Engineer's selection of a particular manufacturer usually is on the basis of the manufacturer's reputation within the Construction Industry, and / or "track record" with the Architect / Engineer, for producing quality products on time, and providing responsive follow-up and reliable warranties.
2. The terms "Fabricator" and "Supplier" used in these Specifications shall be synonymous with "manufacturer".

F. "Other Acceptable Manufacturers". Defined as: Manufacturers who have qualifications and products similar to those of the "Standard of Quality" Manufacturer (see above) selected by Architect / Engineer and are therefore "acceptable" to offer any of their products considered to be "equivalent" to the specified product(s).

1. To the best of the Architect's / Engineer's knowledge, information and belief, the manufacturers, listed as "Other Acceptable Manufacturers", now have products available that are considered to be "equivalent" to the specified product (or selection) of the "Standard of Quality" Manufacturer. Where no "Standard of Quality" is indicated then any of the "Acceptable Manufacturers" listed may offer products complying with the specified requirements.
2. The inclusion of particular manufacturers as "Other Acceptable Manufacturers" does not signify that other (that is, unlisted) manufacturers are not acceptable or that they do not have equivalent products nor does the omission of any manufacturer's name indicate unacceptability for any reason.
3. Manufacturers, who are not listed in the Contract Documents, and who desire consideration, must submit their product under provisions of Section 01 62 14 - Product Options and Substitutions Procedures.

1.03 QUALITY ASSURANCE – GENERAL

A. The quality of all products and workmanship shall be in accordance with the provisions of this Section and the requirements of the individual Specifications Section.

B. Whenever a "level of excellence" higher than the minimum industry standard is expected for products and workmanship, the more rigid standards and precise requirements will be indicated within individual Specifications Sections.

1. Example: For whatever reason, the Architect may specify a "dry film thickness (DFT)" for a coating that is more than the manufacturer's recommendation or than normally available in a three coat system. It shall be the Contractor's responsibility to achieve the required DFT with one or more additional coats, none of which shall be more than the manufacturer's recommendation for wet film thickness, for a single coat, when applied.

C. Establishing and maintaining Project Quality Control shall be the responsibility of the Contractor.

1.04 QUALITY ASSURANCE – PRODUCTS

A. All products incorporated into The Work shall be new except where otherwise provided by the Contract Documents and shall comply with the requirements of the individual Specifications Sections and as supplemented herein. All products incorporated into the Work shall be asbestos free. Products containing asbestos are not acceptable and will be considered as defective material. Whenever these products containing asbestos are discovered, they shall be removed from the Work at no cost to the Owner. Contractor shall certify that all materials incorporated into the Work are asbestos free, refer to Section 01 77 00 - Closeout Procedures.

B. Matching / Mating of Products:

1. Products required in quantity within a Specifications Section shall be the same, and shall be interchangeable.
2. All manufactured products exposed to view, especially those considered as "Finishes" (including, but not limited to, items as floor material, wall coverings, glass, paint ceiling tile, that are installed or applied directly from manufacturer's containers), shall be of the same factory "run".
3. The Contractor is expected to secure a sufficient quantity with initial purchase to avoid running short. Materials within an area that do not match, as a result of such failure, will be cause to reject all materials and will not be grounds for additional compensation.

C. Extra Materials: When required by individual Specifications Sections, provide products, spare parts and maintenance material in condition and quantities required. All "extra materials" shall be of the same factory "run" as installed materials. Deliver to Project Site, properly store in appropriate locations, and obtain receipt from authorized person prior to Final Payment.

1.05 QUALITY ASSURANCE – WORKMANSHIP

A. Comply with the "level of excellence" required by individual Specifications Sections. In the absence of specific requirements, comply with product(s) manufacturer's instructions and Industry Standards.

B. Use only suitably qualified craftsmen to produce work of the specified quality.

1. Craftsmen shall be of excellent ability, thoroughly trained and experienced in types of work required, completely familiar with the quality standards, procedures and materials required.
2. In the acceptance or rejection of manufactured and / or installed work, the MDOT Architect will make no allowance for the lack of skill on the part of workmen.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

D. Provide finishes to match approved samples.

E. Adjusting of Operating Products: As follows:

1. Adjust moving parts of product / equipment (including, but not limited to, doors, drawers, hardware, appliances, mechanical and electrical equipment) to ensure smooth and unhindered operation and movement at time when Owner assumes control of item's use.
2. All items shall be properly set, calibrated, balanced, lubricated, charged, and otherwise prepared and ready for intended use.
3. Starting of Systems: When specified in individual Sections, require manufacturer's representative to be present at the Site to inspect, check, and approve equipment installation prior to start-up; to supervise placing equipment in operation; and to certify by written report that equipment has been properly installed, adjusted, lubricated, and satisfactorily operated under full load conditions.
4. Equipment/systems Demonstrations and Personnel Instruction: When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems and to instruct Owner's personnel on proper operation and maintenance manuals as basis of instruction and demonstration. Include start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at schedule times, at equipment location.

1.06 TRANSPORTATION AND HANDLING

A. Transport products by means and methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, keep dry.

B. Provide equipment and personnel to handle products by means to prevent soiling or damage.

C. Promptly inspect shipments for compliance with requirements, quantities, and damage.

1.07 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Protect prefinished surfaces from damage or deterioration by acceptable means; do not use adhesive papers, sprayed or strippable coatings that bond when exposed to sunlight or weather.

B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering (do not use "Visqueen" or other polyethylene sheeting when subject to direct sunlight); provide ventilation to avoid condensation.

C. Store loose granular materials on solid surface in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under specified conditions and are fit for use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Scope of Work required under this Section consists of the Final Inspections, submitting of all closeout Documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

1.02 FINAL INSPECTIONS

A. Engineer and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer and MDOT Architect. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 6 copies of the HVAC Test and Balance Report, Reference Specification Sections in Division 23 and 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer, MDOT Architect and Consultants. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the Project Engineer and MDOT Architect's judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.

B. Owner's Inspection: After the Project Engineer and MDOT Architect have determined the Project to be Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items; if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.

C. Correction of Work before Final Payment: Contractor shall promptly remove from the Owner's premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.

D. Should additional inspections by the MDOT Architect's Consultants of the Work be required due to failure of the Contractor to remedy defects listed, the Project Engineer may deduct the expense of additional Consultants inspections from the Contract Sum in the Owner / Contractor Agreement. The additional expense will be based on the rate shown for services in the Consultants' Architect or Engineering Services Contract.

1.03 FINAL ACCEPTANCE

A. The Mississippi Department of Transportation does not recognize the term "Substantial Completion". The Project Engineer shall determine when the building is complete to the point it can be used for its intended purpose and occupied. This date shall be the Date of Completion.

B. All Warranties and Extended Warranties shall use this Date of Completion as the starting date of Warranty Period.

C. Final Payment shall not be made until items covered in Closeout Procedures are satisfied. This date shall be the Date of Final Acceptance.

1.04 CLOSEOUT DOCUMENTS

A. Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer to the MDOT Architect 2 copies the following before final payment is made:

1. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.

2. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.

3. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.

4. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.

5. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.

6. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Completion, except where specified for longer periods.
   a. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be free from asbestos and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".
   b. All guarantees and warranties shall be obtained in the Owner's name.
   c. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.
   d. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.
   e. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

7. Project Record Documents: Furnish all other record documents as set forth in Section 01 78 39 - Project Record Documents.
   a. Provide all certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements
8. Additional Documents Specified Within the Project Manual:
   a. General: Provide all Operational and Maintenance documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
   b. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope: To set forth the minimum procedure and requirements for keeping the Project Record Documents. One of these Documents is to be kept on site throughout the Project.

1.02 MAINTENANCE OF DOCUMENTS

A. Maintain 2 copies of all: Half-size Contract Drawings, Project Manual (Proposal), Addenda, Change Orders, Warranties, Certificates, Guarantees, Bonds, reviewed Shop Drawings, reviewed submittals (materials, fixtures, appliances, etc.), hardware schedules, field and laboratory test records, equipment brochures, spare parts lists, maintenance and operation manuals and other modifications to the Contract.

B. Store Record Documents apart from Documents used for construction.

C. Maintain Record Documents in clean, dry, and legible condition. Do not use Record Documents for construction purposes.

D. Make Record Documents available at all times for inspection by the Project Engineer, MDOT Architect and Owner.

1.03 RECORDING

A. General: Mark all modifications in red pencils. Keep Record Documents current. Review log at Progress Meetings. Do not permanently conceal any Work until required information has been accurately recorded.

B. Contract Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
3. Field changes that involve dimension and detail.
4. Changes made by Supplemental Agreement (Change Order) or Field Order.

C. Project Manual (Proposal) and Addenda: Legibly mark up each Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

D. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

1.04 SUBMITTALS

A. Furnish two (2) copies of all Record Documents.

B. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all drawings readable without being removed or unstapled.

C. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).

D. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 03 10 00 CONCRETE FORMING AND ACCESSORIES

PART 1- GENERAL

1.01 SECTION INCLUDES

A. All concrete formwork and other related items necessary to complete project indicated by Contract Documents unless specifically excluded.

1.02 RELATED ITEMS SPECIFIED ELSEWHERE

A. Section 03 20 00 – Concrete Reinforcing.

B. Section 03 30 00 – Cast-in-Place Concrete.

1.03 PROJECT CONDITIONS

A. Contractor shall examine the substrate over which concrete forms are installed and advise the Project Engineer of conditions detrimental to the installation of concrete formwork. Do not proceed until unsatisfactory conditions have been corrected.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Wood forms: 3/4 inch exterior grade plywood on studs and joists.

B. Form Ties: Standard snap ties, 1-1/2 inch break-back.

C. Form Oil: Approved non-staining type, "Noxcrete" or equal. Oil must not affect bonding of finishes on exposed concrete.

PART 3 - EXECUTION

3.01 FORM CONSTRUCTION

A. Forms shall be properly aligned, adequately braced and mortar tight to produce concrete shapes required by Drawings. Align forms so that the actual surface does not vary from true surface more than l/8 inch. The surface shall be clean, undamaged, and free of offsets and irregularities at joints. Adequately brace and frame to retain true shapes under vibration and placing strains without leaks, bowing, or deflection.

B. Studs, girts, and walls shall not be less than 2 by 4’s, S4S, construction of standard grade Douglas fir, or equal, selected for straightness. All walls shall consist of at least two 2 by 4’s. Studs shall not be spaced more than l6 inches, girts not more than 24 inches and ties not more than 27 inches, on center.

C. Lightly oil wood forms prior to placing reinforcing, and with oil not permitted on the reinforcing. Where oil form is used, remove excess before pouring concrete.

D. Meet recommendations of "Recommended Practice for Concrete Form work" ACI 347 unless specified herein otherwise.

3.02 INSERTS AND FASTENING DEVICES FOR OTHER WORK

A. Provide for installation of inserts, hangers, metal ties, anchors, bolts, dowels, nailing strips, grounds and other fastening devices required for attachment of other Work

B. Locate partitions for other trades prior to pouring concrete in order that conduits, sleeves and inserts required by others will be installed in the proper locations

C. Do not install sleeves in any concrete beams or piers except upon approval of the Project Engineer.

D. Do not put aluminum conduits in concrete.

3.03 FORM REMOVAL

A. Grade beam and column forms may be removed 24 hours after a pour is completed.

B. Floor slab wood forms may be removed l0 days after pour, providing compressive strength has reached a minimum of 2500 psi based on job cast cylinders.

END OF SECTION

SECTION 03 20 00 CONCRETE REINFORCING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. All concrete reinforcing and the related items necessary to complete the Project indicated by the Contract Documents unless specifically excluded.

1.02 RELATED ITEMS SPECIFIED ELSEWHERE

A. Section 03 10 00 – Concrete Forming and Accessories.

B. Section 03 30 00 – Cast-in-Place Concrete.

1.03 SUBMITTALS

A. Submit reinforcing steel shop drawings and materials list prior to placement for MDOT Architect's approval. Shop drawings shall include complete DIMENSIONED placing plans including control joint locations, order lists, bend diagrams, and DETAILS SHOWING DIMENSIONS WITH CLEARANCES. Submittals not including this requirement will be considered as an incomplete submittal and will be returned to Contractor for re-submittal.

B. Furnish mill certificates for steel bar reinforcement, to the Project Engineer certifying that each shipment meets specifications. The fabricator will furnish certificates with bar lists to designate location of shipment and the time steel is delivered to the project.

1.04 QUALITY ASSURANCE

A. Reinforcing bars shall conform to ASTM A 615 "Deformed Billet-Steel Bars for Concrete".

B. Mesh reinforcement shall conform to ASTM A 185 "Welded Steel Wire Fabric for Concrete Reinforcement".

C. Accessories shall conform to American Concrete Institute ACI 301 "Specifications for Structural Concrete for Buildings".

D. Placement shall be in accordance with approved shop drawings and ACI 318 "Standard Building Code Requirements for Reinforced Concrete".

E. Comply with ACI 315 "Manual of Standard Practice of Detailing Reinforced Concrete Structures".

1.05 DELIVERY, STORAGE, AND HANDLING

A. Reinforcing bar steel and mesh shall be handled, shipped and stored in a manner that will prevent distortion or other damage.

B. Materials shall be stored in a manner to prevent excessive rusting and fouling with dirt, grease, or other bond-breaking coatings.

1.06 PROJECT CONDITIONS

A. Coordinated placement of concrete reinforcing with installation of concrete formwork, vapor barriers, concrete inserts, conduit and all other items occurring in the area.

PART 2 - PRODUCTS

2.01 STEEL BAR REINFORCEMENT

A. Bar reinforcement shall conform to ASTM A 615, grade 60, of domestic manufacture. Bars shall be new; free from rust, scale, oil, or other coatings that will prevent bond.

2.02 WELDED STEEL WIRE FABRIC

A. Shall conform to ASTM A 185, new, free from rust and other coatings that will prevent bond.

2.03 ACCESSORIES

A. Metal accessories as required shall support reinforcing bars and comply with ACI 315. Chairs and bolsters for use in exposed concrete shall have plastic coated or stainless steel legs or shall be plastic.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Fabricate and place reinforcement in accordance with the latest requirements of the American Concrete Institute and the approved shop drawings. Fabrication shall not proceed until MDOT Architect's approval is obtained.

B. Reinforcing for one day's pour shall be completely placed and an inspection made by the Project Engineer / MDOT Architect prior to starting the pour.

C. Concrete Protection for Reinforcement: Minimum coverage shall be as follows unless shown otherwise on drawings:

1.	Footings (bottom and sides)	3 inches clear
2.	Slabs	1-1/2 inches clear top and 3/4 inch clear bottom
3.	Beams	1-1/2 inch clear to stirrups
4.	Walls	2-1/2 inches clear
5.	Columns	2 inches clear to verticals

D. Steel Dowels for successive work shall be wired in correct position before placing concrete. The "sticking" of dowels after placing concrete will not be permitted.

F. Lap all bars 24 bar diameters at corners, splices and intersections.

G. INTERRUPT REINFORCING steel at control joints in floor slabs.

H. Do not weld reinforcing steel unless specifically approved by the Project Engineer.

END OF SECTION

SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. All cast-in-place concrete and other related items necessary to complete Project indicated by Contract Documents unless specifically excluded.

1.02 RELATED SECTIONS

A. Section 03 10 00 – Concrete Forming and Accessories.

B. Section 03 20 00 – Concrete Reinforcing.

C. Section 07 26 00 – Vapor Retarders.

1.03 SUBMITTALS

A. Submit concrete mix design, concrete compression test reports and product data and manufacturer's installation instructions for concrete curing compound.

1.04 TESTING LABORATORY SERVICES

A. The Owner will provide testing as specified in Section 01 45 29.

1.05 QUALITY ASSURANCE

A. Concrete work shall conform to all requirements of ACI 301, Specifications for Structural Concrete for Buildings and ACI 318 Building Code Requirements for Reinforced Concrete, latest editions, except as modified by supplemental requirements herein.

B. Concrete mix design proportioning shall be by a certified MDOT Class III technician and submitted to the Project Engineer prior to placing concrete. Mix proportions shall meet the requirements of the 804.02.10 Section of the MDOT's Standard Specifications, 2004 Edition, except concrete requiring a trowel finish shall not be air entrained. Concrete shall be sampled according to ASTM C 172 and compression test cylinders made and cured according to ASTM C 31. Control of mixes is to be maintained at the Ready-Mix Plant and on the job site. Adjustments of the mix proportions shall meet the requirements of Section 804.02.10.4 of MDOT's Standard Specifications, 2004 Edition.

C. The Owner will provide testing as specified in Section 01 45 29 – Testing Laboratory Services. Cylinders, 3 specimens from each sample, are to be cast on the job in accordance with ASTM C 31. Specimens will be tested in accordance with ASTM C 39. One cylinder from each location will be tested at 7 days for information and the other two at 28 days for acceptance. Owner is to make at lease one strength (average of two cylinders) for each class of concrete placed on any one day and an additional one strength test for each 100 cubic yards, or fractions thereof, of concrete placed in any one day. Copies of all test reports shall be furnished to the ready mixed concrete producer and as directed by the Project Engineer.

1.06 COORDINATION

A. Verify that all pipes under grade have been installed and tested before being covered. Check and verify materials and locations of inserts, anchors, and items required by other trades before pouring concrete. Concerned subcontractors shall be notified of date of pour in sufficient time to allow for completion of their work.

B. The Contractor shall notify the Project Engineer upon completing formwork and all reinforcing steel for the next intended pour, and shall not commence pouring operation until all forms and reinforcing steel are approved by the Project Engineer.

C. Project Engineer shall have free access to all materials used, and the required samples are to be furnished by the Contractor, as directed.

D. Inspection and written approval from the floor-covering subcontractor is required for slab finish receiving floor covering.

PART 2 - PRODUCTS

2.01 CONCRETE

A. All concrete, unless otherwise specifically approved in writing by the Project Engineer, shall be transit-mixed in accordance with ASTM C94. Control of concrete shall be under supervision of testing laboratory as described in Section 01 45 29.

B. All concrete shall have 3,500-psi minimum compressive strengths at 28 days, unless noted otherwise.

C. Maximum slump for normal weight concrete shall be 4 inches. Sump may be increased to 6 inches with an approved mid-range water reducer and up to 8 inches with an approved high-range water reducer.

2.02 CONCRETE MATERIALS

A. Portland Cement: ASTM C-150, Type I.

B. Water: From an approved source.

C. Structural Concrete Aggregate: Nominal maximum aggregate size67 shall be used and shall meet the requirements of MDOT Standard Specifications, 2004 Edition.

D. Admixtures: Admixtures shall be from the MDOT Approved List. Non-uniform addition of mixtures that result in erratic setting of the concrete will cause rejection of the concrete with subsequent removal from the structure at the concrete producer’s expense.

2.03 RELATED MATERIALS

A. Preformed Expansion Joint Fillers: Provide pre-molded, asphalt impregnated board in widths and thickness required by conditions (1/2-inch minimum). Joint fillers shall conform to ASTM D994, D1751 or D1752.

B. Chemical Hardener (Sealer): Colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent containing not less than 2 pounds of fluosilicates per gallon. Sealer shall not interfere with floor finish.

C. Curing Compound: Clear bond, manufactured by Guardian Chemical Co., Kure-N-Seal, manufactured by Sonneborn, Safe-Cure, manufactured by Dayton Superior Corp. or approved equal. Compound shall not interfere with bonding or floor finish.

D. Non-shrink Grout: Shall be one part Portland cement to 2-1/2 parts of fine aggregate or Cement grout ASTM C 387 Dry Package mixtures similar and equal to Masterflow 713, Master Builders; Sonnogrout, Sonneborn; Five Star Grout, U.S. Grout Company.

2.04 CONCRETE MIXES

A. The ready-mix concrete shall be mixed and delivered in accordance with requirements of ASTM C 94. Uniformly and accurately control proportions of material weight. Slump tolerances given in ASTM C 94 apply. Calcium chloride shall not be used.

B. Failure of concrete to meet the specified requirements may result in rejection with subsequent removal and replacement or re-testing (including coring, load test, etc.) at the supplier's expense. Concrete exhibiting adverse reaction as a result of the presence of deleterious substances shall be removed and replaced or repaired in a manner completely satisfactory to the Project Engineer. All cost of such corrective action, including all necessary testing, shall be borne by the concrete producer.

C. The Contractor may request adjustment to concrete mix design when characteristics of materials, job conditions, weather, test results, or circumstances warrant, at no additional cost to the Owner and as approved by the Project Engineer. Laboratory test data for revised mix designs and strength results must be submitted to and approved before using in the Work.

PART 3 - EXECUTION

3.01 PLACING CONCRETE

A. Concrete shall be placed so as to avoid segregation of materials and to prevent cold joints by avoiding re-handling, by keeping pours generally level, and by adequate vibration. Placing is not to be started during rain or snow, and if placing is underway when such conditions occur, continue operations only long enough to provide a suitable construction joint.

B. During hot weather or periods of low humidity combined with a definite breeze, rapid loss of moisture shall be discouraged by thorough wetting of forms and by using a fine fog spray when finishing. At these times particular attention shall be given to providing an adequate number of finishers to expedite this operation. During cold weather fresh concrete shall be protected from freezing.

C. Prior to placing, forms shall be cleaned free of foreign material and shall be washed down with water. Placing shall be a continuous operation between planned construction joints with fresh cement mixed only with plastic concrete already in place. Avoid cold joints.

D. Vibration shall be thorough, using vibrators small enough to work within reinforcing. The vibrator shall be inserted at many points about 24 inches apart. Avoid over-vibration and transporting concrete in form by vibration. A spare vibrator, which will operate, shall be kept on the job during all placing operations.

3.02 CONSTRUCTION JOINTS

A. Locate construction joints and provide shear keys as directed by the Project Engineer / MDOT Architect. Allow concrete to set for 24 hours before an adjoining pour is started. Slabs across the joint shall be level and the surface shall be level and shall not be feathered. Before proceeding with the following pour at a joint, thoroughly clean the joint, remove all loose material, and brush in a thick cement slurry.

3.03 CURING

A. Keep all concrete moist for 5 days after placing by covering with concrete curing paper, by leaving forms in place or by using curing compound. All combined with regular wetting as necessary.

3.04 PATCHING

A. Honeycombed and defective concrete shall be removed and replaced, or repaired, as directed by the Project Engineer. Form tie holes and minor areas, as determined by the Project Engineer, shall be repaired as follows:

1. Completed patch shall be indistinguishable from surrounding surfaces in color and texture.
2. Patching mixture, using same cement sand as used in concrete shall consist of 1 part cement to 2-parts sand, with just enough mixing water to permit placing. Premix mixture, allow standing at least 30 minutes before using, stirring with trowel during this period.
3. Remove material to sound concrete, dampen surface and brush thick 1 to 1 cement sand bond coat into surface.
4. When bond coat begins to lose water sheen, thoroughly pack patching mixture in place, leaving it somewhat higher than adjacent surface. Embed pieces of gravel by hand into patch.

3.05 FINISHES FOR FLATWORK

A. Trowel finish floor surfaces scheduled as concrete finish walking surfaces, or floor surfaces scheduled to receive floor covering. Trowel finished surfaces shall be true planes within 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

B. Smooth trowel finish after the surface is screeded and floated. Start troweling when all water has disappeared from the surface to first level the surface, then start final troweling when concrete has set where it no longer shows indentation from finger pressure. Trowel to a hard, smooth surface free of marks. Dusting of cement or cement and sand will not be permitted.

C. Interior floors, with concrete finish scheduled, shall receive an application of hardener compound applied according to manufacturer's published instructions. Concrete surfaces to receive ceramic floor tile or brick shall receive float finish.

D. Exterior walks and ramps shall have smooth trowel and fine broom finish.

3.06 FINISHES FOR GRADE BEAMS

A. Exposed grade beam faces shall have a smooth form finish obtained by using selected form facing plywood, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed. Provide grout cleaned finish consisting of 1 part Portland Cement to 1-1/2 parts fine sand by column, and mix with water to the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that the final color of dry grout will closely match adjacent concrete surfaces.

B. Thoroughly wet concrete surfaces and apply grout immediately to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

END OF SECTION

SECTION 04 20 00 UNIT MASONRY

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Brick masonry work as shown on the Drawings and schedules.

1.02 RELATED SECTIONS

A. Section 09 05 15 – Color Design.

1.03 SUBMITTALS

A. Submit product data, specifications and other data for each type of masonry unit and accessory required, including certification that each type complies with the specified requirement. Include instructions for handling, storage, installation, cleaning and protection of each. Indicate by transmittal that the Installer has received a copy of each instruction.

1.04 QUALITY ASSURANCE

A. Job Mock-up: Prior to installation of masonry work, erect sample wall panel mock-up materials, bond and joint tooling shown or specified for final Work. Provide special features as directed for caulking and contiguous work. Build mock-up at the site, where directed, of full thickness and approximately 4 feet high unless otherwise shown, indicating the proposed range of color, texture and workmanship to be expected in the completed Work. Obtain Project Engineer / MDOT Architect's acceptance of visual qualities of the mock-up before start of masonry work. Retain mock-up during construction as a standard for judging completed masonry work. Do not alter, move or destroy mock-up until Work is completed.

1.05 PROJECT CONDITIONS

A. Protect partially completed masonry against weather, when Work is not in progress, by covering top of columns with strong, waterproof, non-staining membrane. Extend membrane a minimum of 2 inches down sides of column and anchor securely in place.

B. Protect masonry against freezing when the temperature of the surrounding air is 40 degrees F. and falling. Heat materials and provide temporary protection of completed portions of masonry work. Comply with the requirements of the governing code and with the "Construction and Protection Recommendations for Cold Weather Masonry Construction" of the Technical Notes on Brick and Tile Construction by the Brick Institute of America (BIA).

PART 2 - PRODUCTS

2.01 ACCEPTABLE BRICK MANUFACTURERS

A. Equivalent products by the following manufacturers are acceptable:

1. Boral Brick, Hattiesburg, Mississippi

2. Columbus Brick, Columbus, Mississippi
3. Old South Brick & Supply Company, Jackson, Mississippi
4. Tri-State Brick & Tile Company, Inc., Jackson, Mississippi

B. Substitutions shall fully comply with specified requirements and Section 01 62 14-Product Options and Substitution Procedures.

2.02 MASONRY UNITS

A. Obtain masonry units from one manufacturer, of uniform texture and color for each kind required, for each continuous area and visually related areas.

2.03 BRICK, GENERAL

A. Unless otherwise shown or specified, provide modular size brick shall match existing for exposed vertical brickwork. At Contractor's option, provide solid or cored brick for vertical brickwork. Do not use cored brick with net cross-sectional area less than 75 percent of gross area in the same plane or with core holes closer than 3/4 inch from any edge. Use solid brick in locations where the cores in cored bricks are exposed to view.

B. Face Brick: Brick exposed to view, ASTM C 2l6, Grade SW for exterior exposures. Brick to match existing for color, texture and size.

C. Building (Common) Brick: Brick not exposed to view, ASTM C 62, Grade SW. Select from manufacturer's standard colors and textures.

2.04 MORTAR MATERIALS

A. Mortar mixes shall comply with the requirements of ASTM C 270 Standard Specification for Mortar for Unit Masonry. Type S mortar shall be used for exterior Work. Mortar color for face brick shall match existing.

B. Portland Cement: ASTM C l50 Type I, except Type III may be used for cold weather protection.

C. Hydrated Lime: ASTM C 207, Type S.

D. Sand: ASTM C l44, except for joints less than l/4 inches, use aggregate graded with 70 to l00 percent passing the No. 16 sieve.

2.05 MASONRY ACCESSORIES

A. Provide welded wire units. Fabricate from Cold-drawn steel wire complying with ASTM A 82, with deformed continuous side rods and plain cross-rods, and a unit width of 1-1/2 inches to 2 inches less than thickness ofcolumn. Provide units fabricated with single pair of 9 gage side rods and 9-gage perpendicular cross-rods spaced not more than l6 inches on center. All units shall be hot-dip galvanized after fabrication and shall conform to ASTM A 153 Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware, Class B-2.

PART 3 - EXECUTION

3.01 INSPECTION

A. Masonry installer must examine the areas and conditions under which masonry is to be installed and notify the Project Engineer and the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to masonry installer.

3.02 INSTALLATION

A. Building masonry construction to the full thickness shown.

B. Cut masonry units with motor-driving saw designed to cut masonry with clean, sharp, un-chipped edges. Cut units as required to provide pattern shown. Use full units without cutting wherever possible.

C. Wet brick having ASTM C67 absorption rates greater than 0.025 oz. per sq. inch per minute. Determine absorption by drawing a circle the size of a quarter on typical units and place 20 drops of water inside the circle. Wet brick units only if water is absorbed within 1-1/2 minutes. The units shall be wetted thoroughly 3 to 24 hours prior to their use so as to allow moisture to become distributed throughout the unit. The units shall be surface dry when laid.

D. Frozen Materials and Work: Do not use frozen materials or materials mixed or coated with ice or frost. For masonry, which is specified to be wetted, comply with the BIA recommendations. Do not use calcium chloride in mortar or grout.

E. Pattern Bond: Match existing.

3.03 MORTAR BEDDING AND JOINTING

A. Mix mortar ingredients for a minimum of 5 minutes in a mechanical batch mixer. Use water clear and free of deleterious materials, which would impair the work. Do not use mortar, which has begun to set, or if more than 2-l/2 hours has elapsed since initial mixing. Re-temper mortar during 2-l/2 hour period as required restoring workability.

B. Lay brick and other solid masonry units with completely FILLED BED AND HEAD JOINT; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

C. Joints: Maintain joints widths shown (match existing), except for minor variations required to maintain bond alignment. Tool exposed joints to match existing.

D. Remove masonry units disturbed after laying; clean and relay in fresh mortar. Do not pound corners at jambs to fit stretcher units that have been set in position. If adjustments are required, remove units, clean off mortar, and reset in fresh mortar.

3.05 HORIZONTAL JOINT REINFORCING

A. Provide continuous horizontal joint reinforcing as shown and specified.

1. Fully embed longitudinal side rods in mortar for their entire length with a minimum of cover of 5/8 inch on exterior side of walls.

B. Space continuous horizontal reinforcing as follows:

1. For multi-wythe walls (solid) where continuous horizontal reinforcing also acts as structural bond or tie between wythes, space reinforcing as required by code but not less than l6 inches on center vertically.

3.06 ANCHORING MASONRY WORK

A. Provide anchoring devices of the type shown and as specified. If not shown or specified, provide standard type for facing and back-up involved. Anchor masonry to structural members where masonry abuts or faces such members to comply with the following:

3.11 REPAIR, POINTING AND CLEANING

A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged or if units do not match adjoining units as intended. Provide new units to match units and install with fresh mortar or grout, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point up all joints at corners, openings and adjacent work to provide a neat uniform appearance, properly prepared for application of caulking or sealant compounds.

C. Good workmanship and job housekeeping practices shall be used to minimize the need for cleaning the masonry. Clean exposed brick masonry surfaces as recommended by BIA Technical Notes 20 "Cleaning Clay Products Masonry" and masonry manufacturer.

1. Clean exposed masonry by dry brushing at the end of each day's work and after final pointing to remove mortar spots and droppings.
2. Protect the base of the wall from mud splashes and mortar droppings.
3. Should additional cleaning be required apply chemical (MURIATIC ACID IS NOT ACCEPTABLE) or detergent cleaning solutions in accordance with the masonry and chemical manufacturers' recommendations.

END OF SECTION

SECTION 05 12 00 STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Structural steel framing members, support members, with required bracing, welds, fasteners, base plates, bearing plates, anchor bolts and other related items necessary to complete Project indicated by Contract Documents unless specifically excluded.

1.02 RELATED SECTIONS

A. Section 09 05 15 - Color Design.

B. Section 09 90 00 - Painting and Coating.

1.03 SUBMITTALS

A. Shop drawings shall conform to requirements of current AISC Specifications. Indicate sizes, spacing, connections, and location of structural members. Indicate net weld lengths and welded connections with AWS welding symbols.

B. Mill Test Reports shall be furnished; certifying that each shipment meets specified structural strength.

C. Welders' Certificates indicating that all welders employed on the Work are qualified operators, verifying AWS qualifications within the previous 12 months.

1.04 QUALITY ASSURANCE

A. Structural steel shall be furnished in accordance with current edition of the American Institute of Steel Construction "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".

B. Qualification of Welders: All welding shall be in accordance with the "Code of Arc and Gas Welding in Building Construction" of the American Welding Society. Certification that each welder is qualified in accordance with American Welding Society Code D1.1 shall be provided.

PART 2 - PRODUCTS

2.01 STRUCTURAL STEEL MATERIALS

A. All structural steel shall conform to ASTM A-36, domestic manufacture, except tube sections, which shall conform to ASTM A-501. Unless shown otherwise on Drawings, all bolts shall conform to ASTM Specification A307. Where indicated on Drawings, high strength bolts shall conform to ASTM Specification A 325.

B. Welds shall be E70XX Series electrodes for manual arc welding and grade SAW-1 for submerged arc process.

C. All bolts not indicated otherwise on the plans are 3/4 inch. All connections not noted otherwise on the Drawings shall be framed connections.

D. Grout for base plates shall be precision, premixed, non-shrink and non-metallic in conformance with ASTM C827. Grout shall be easily workable as well as being made flowable with an initial setting time of not less than 45 minutes and shall meet the requirements of ASTM C191. Grout shall have a 14-day compressive strength of 6000 psi when mixed to its flowable state.

2.02 PAINT MATERIALS

A. Shop coat paint, ICI Devflex 4020, Rustoleum 769, Tnemec 99, Southern Coatings 476, or approved equal. Shop coat shall be compatible with finish coats specified in Section 09 90 00 Painting and Coating.

PART 3 - EXECUTION

3.01 FABRICATION AND ERECTION:

A. Fabricate and erect steel in accordance with the latest requirements of the American Institute of Steel Construction and the approved shop drawings. Fabrication shall not proceed until Project Architect's approval is obtained.

B. Shop connections shall be welded. Field connections shall be bolted, unless welded connections are detailed. Welded connections shall be detailed consistent with requirements of the American Welding Society. Bolted connections shall be proportioned as shown in AISC Manual, using 3/4 inch unfinished bolts (A307), unless shown otherwise on Drawings.

1. Shop and field welders shall have been recently certified as qualified structural welder according to requirements of the American Welding Society.
2. Any splices not shown on the drawings shall be indicated clearly on the shop drawings and shall be made only with the Project Architect's approval.

C. Members shall be straight, plumb, and level so that the error does not exceed 1 to 1,000. During erection provide guys, stays, and braces to hold steel in position until the frame is permanently secured.

d. Neatly miter joints, weld full and grind welds smooth where steel shapes are used as finish members.

3.02 PAINTING

A. Apply one shop coat of paint to all structural steel. After erection, touch up joints and abraded areas with the same brand of paint.

B. Areas around welded joints and members to be encased in concrete shall not be painted in the shop. Thoroughly clean scale and loose rust from steel prior to painting. Steel shall be dry when painted and paint shall be allowed to dry before material is handled.

C. All steel exposed to view shall be painted additional coats as specified in Section 09 90 00.

END OF SECTION

SECTION 05 50 00 METAL FABRICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. All miscellaneous metal work. The Work includes, but is not limited to cast iron decorative pipe caps and bases, steel lintels and miscellaneous framing & supports.

1.02 RELATED SECTIONS

A. Section 09 05 15 – Color Design.

B. Section 09 90 00 - Painting and Coating: Painting for all ferrous metal exposed to view.

1.03 SUBMITTALS

A. Submit shop drawings for shop fabricated items. Indicate profiles, sizes, materials connection details, attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, with plans, elevations, and details where applicable.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Structural shapes shall be standard sections conforming to the American Society for Testing Materials Specification A-36. Punch and drill as necessary for work of others. Provide all bearing plates and all anchors, bolts, and etc. The Work shall be true and free of twists, bends and open joints between component parts. Materials shall be thoroughly straightened in the shop before laid off or worked in any way, care being used to avoid injury to the material.

B. Gray cast iron shall conform to ASTM A48-83, class 30. All castings shall be of uniform quality, free from blowholes, shrinkage defects, swells, cracks or other defects. Castings shall be free of fins, burrs and slag.

C. Expansion bolts shall be equal to Phillips Red Head or "cinch" bolts as manufactured by the National Lead Company. Hilti Fasteners, Rawlplug Company and Wej-it Corporation are acceptable manufacturers. Use toggle type bolts or similar for all anchorage into hollow construction.

D. Bolt or weld connections: Provide necessary lugs and brackets for anchorage. Welding shall be in accordance with current "Code of Fusion, Welding and Gas Cutting in Building Construction, Part A - Structural Steel" issued by the American Welding Society, both for fabrication and erection. All welders shall have certification, as a result of tests prescribed by the American Welding Society.

E. Detail metal Work for ample size, strength and stiffness and as indicated. Countersink and provide reinforcement where necessary; fill or punch holes for bolts and screws. At the proper time furnish the necessary templates, patterns and items of miscellaneous metal, such as sleeves, inserts and similar items to be built into adjoining Work.

F. Fabricate metal Work with sharp lines and angles, with smooth true surfaces and clean edges. Form exposed joints to exclude water. Furnish certificates from manufacturers stating that materials comply with the specification requirements.

G. Provide as necessary holes of proper number and spacing for the attachment of Work of other trades. Do not use cutting torch in field without permission of the Project Engineer.

H. Anchor bolts, washers, nuts and clamps shall be furnished where indicated on the Drawings and where necessary for properly securing Work in place. All bolts and anchors used on the exterior of the building or built into exterior walls shall be cadmium plated. Miscellaneous angles and plates not indicated or specified otherwise shall not be less than 1/4 inch thick.

I. Shop paint and field touch up shall be ICI Devflex 4020, Rustoleum 769, Tnemec 99, Southern Coatings 476, or approved equal. Shop coat shall be compatible with finish coats specified in Section 09 90 00 – Painting and Coating.

J. Fastenings shall be invisible where possible. Where exposed, screws, bolts, and the like shall be vandal-proof. All welded exposed joints on steel manufactured items; etc. shall be ground smooth and filled to receive paint.

2.02 METAL PRIMER

A. Where materials come in contact with dissimilar materials which may cause harmful reaction, where exposed to moisture, or such as aluminum to cement mortar or concrete, the surface shall be protected by zinc chromate primer or approved paint.

2.03 DECORATIVE PIPE CAPS AND BASES

A. Cast iron shape and size to match those on existing shelters.

2.04 MISCELLANEOUS FRAMING AND SUPPORTS

A. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete Work.

B. Fabricate miscellaneous units to sizes, shapes, and profiles indicated, or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.

C. Galvanize exterior miscellaneous frames and supports.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Perform cutting, drilling and fitting required for installation; set Work accurately in location, alignment and elevation measured from established lines and levels. Provide anchorage devices and fasteners where necessary for installation to other Work.

B. Set loose items on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with bedding mortar, consisting of 2 part Portland Cement to 3 parts sand and only enough water for packing and hydration, or use commercial non-shrink grout material.

C. Touch-up shop paint after installation. After cleaning field welds, bolted connections and abraded areas, apply same type paint as used in shop. Color to be selected from standard colors available. Use galvanizing repair paint on damaged galvanized surfaces.

END OF SECTION

SECTION 06 10 00 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Concealed wood grounds and blocking to frame openings, form terminations, to provide anchorage and / or support of other interior and exterior locations; plywood, wood trim and rough hardware.

1.02 RELATED SECTIONS

A. Section 03 10 00 - Concrete Forming and Accessories.

1.03 COORDINATION

A. Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other Work.

1.04 QUALITY CONTROL

A. Factory mark each piece of lumber and plywood to identify the type, grade, agency providing the inspection service, the producing mill and other qualities as specified.

1.05 DELIVERY, STORAGE AND PROTECTION

A. Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer’s required protection procedures.

1.06 PROJECT CONDITIONS

A. Installer must examine all parts of the supporting structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

PART 2 - PRODUCTS

2.01 LUMBER: For each use, comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce. Nominal sizes are shown or specified; provide actual sizes complying with the minimum size requirements of PS20 for the moisture content specified for each use. Provide dressed lumber, S4S, unless otherwise shown or specified. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and complying with dry size requirements of PS 20, unless otherwise specified.

2.02 FRAMING LUMBER

A. Where wood framing is shown or scheduled, provide lumber complying with grading rules which conform to the requirements of the "National Grading Rule for Dimension Lumber" of the American Lumber Standards Committee established under PS 20.

B. For Light Framing: Standard Grade.

C. For Structural Framing: (4 inches and wider and from 2 inches to 4 inches thick), provide the following: No. 1 Grade; Douglas Fir (WCLB or WWPA), Southern Pine (SPIB). Fb (minimum extreme fiber stress in bending); 1,250 psi. E (minimum modulus of elasticity); 1,700,000 psi.

2.03 BOARDS

A. Where lumber less than 2 inches in nominal thickness and 2 inches or more in nominal width is shown or specified, provide boards complying with dry size requirements of PS 20.

B. Concealed Boards: Where boards will be concealed by other work, provide the following:

1. Moisture Content: 19 percent maximum, mark boards "S- Dry".
2. Species and Grade: Provide one of the following:

a. Southern Pine (SPIB) No. 2 boards.
b. WCLB (any species) No. 3 boards.

2.04 PLYWOOD

A. For each use, comply with the requirements for "Softwood Plywood/Construction and Industrial" PS 1 by the U.S. Department of Commerce.

B. Exposed Plywood: Where plywood will be exposed to view, provide 1/2 inch minimum thickness exterior type, medium density plywood A-C Grade, unless otherwise specified or shown on Drawings. Unless specifically stated otherwise, all exposed plywood shall be painted or stained from standard colors as selected by Project Engineer / MDOT Architect.

C. Exterior Plywood: Exterior type, medium density, C Grade for concealed faces.

1. Roof sheathing: 3/4 - inch thick.

2.05 WOOD TRIM

A. Provide Spanish Cedar for exposed wood trim and crown molding.

2.05 ANCHORAGE AND FASTENING MATERIALS

A. For each use, select proper type, size, material, and finish complying with the applicable Federal Specifications. Zinc electroplated steel fasteners for high humidity and treated wood locations. All nails shall be coated.

2.06 TREATED WOOD

A. Complete fabrication of treated items prior to treatment, wherever possible. If cut after treatment, coat cut surfaces with heavy brush coat of same fire-retardant chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

B. Preservative Treatment: Where lumber or plywood is indicated as "Treated", or is specified herein to be treated, comply with the applicable requirements of the American Wood Preservers Institute (AWPI). Mark each treated item to comply with the AWP Quality Mark requirements for the specified requirements.

1. Pressure-treat aboveground items with water-borne preservatives complying with AWPI P-2. After treatment, kiln-dry to maximum moisture content of 15 percent. Treat indicated items and the following:
   a. Wood cants, nailers, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.
   b. Wood sills, sleepers, blocking, furring stripping and similar concealed members in contact with masonry or concrete.

C. Fire-Retardant Treatment: Where "PR-S" lumber or plywood is shown or scheduled, comply with the AWPI Specification C-208 for pressure impregnation with fire-retardant chemicals to achieve a flame-spread rating of not more than 25 when tested in accordance with UL Test 723, ASTM E A4, or NFPA Test 355. Where treated items are indicated to receive a transparent or paint finish, use a fire-retardant treatment that will not bleed through or adversely affect bond of finish.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp that cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects that would impair the quality of the Work.

B. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

C. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

3.02 ATTACHMENT AND ANCHORAGE

A. Use common wire nails, except as otherwise shown or specified. Use finishing nails for finish Work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

B. Exposed Plywood: Panel ends and edges shall have spacing of 1/8 inch maximum, unless otherwise indicated by the panel manufacturer. Fasten 6 inches on center along supported panel edges and 10 inches on center at intermediate supports

C. Plywood Sheathing: Panel ends and edges shall have spacing of 1/8 inch, unless otherwise indicated by the panel manufacturer. Nail 6 inches on center along supported panel edges and 12 inches on center at intermediate supports with 8d nails for panels 3 /4 inch thick. Provide closer spacing where required by local codes.

3.03 WOOD GROUND NAILERS, BLOCKING, AND SLEEPERS

A. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Set true to line and level, plumb with intersections true to required angle. Coordinate location with other Work involved.

B. Attach to substrates securely with anchor bolts and other attachment devices as shown as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Building into masonry; anchor to formwork before concrete placement.

C. Provide grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2 inch wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

3.04 WOOD FURRING

A. Install plumb and level with closure strips at all edges and openings. Shim with wood as required.

D. Suspended Furring: Provide of size and spacing shown, complete including hangers and all attachment devices. Level to a tolerance of 1/8 inch in 12 feet.

3.05 WOOD FRAMING

A. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown, and frame openings as shown, or if not shown, comply with the recommendation of the "Manual for Housing Framing" of the National Forest Products Association. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise detailed.

B. Anchor and nail as shown, or if not shown, to comply with the "Recommended Nailing Schedule - Table 1 of the "Manual of House Framing" and other recommendations of the N.F.P.A.

END OF SECTION

SECTION 06 17 53 SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Single plane, metal connected wood trusses fabricated from conventional dimensional lumber.

B. Design and fabricate wood trusses where shown on the Drawing and as needed for a complete and proper installation.

1.02 REFERENCES

A. The applicable portions of the current editions of the following standards are a part of these Specifications:

1. National Design Specifications for Wood Construction published by the National Forest Products Association.
2. Design Specifications for Metal Plate Connected Wood Trusses published by The Truss Plate Institute.
3. American Society for Testing and Materials (ASTM).
   a. ASTM A446 Grade A.
   b. ASTM A525 Coating Destination G60.
4. Timber Construction Manual published by American Institute of Timber Construction.

1.03 SUBMITTALS

A. Shop Drawings: Submit shop drawings indicating all truss types, connections, framing members and accessories. SHOP DRAWINGS SHALL BEAR THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MISSISSIPPI.

1.04 QUALITY ASSURANCE

A. Provide the services of a structural engineer registered to practice in the State of Mississippi to design the wood trusses and applicable temporary and permanent bracing to sustain the indicated loads for the spans, profiles and arrangements needed to complete the Work.

B. Comply with provisions of all applicable standards and codes and the 2006 International Building Code.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Trusses, if stored prior to erection, shall be stored in a vertical position and protected from the weather. Handle with care to avoid damage.

B. Erect and install trusses in accordance with Truss Manufacturer's approved shop drawings and installation instructions.

C. Temporary construction loads that cause member stresses beyond design limits are not permitted.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All truss members - No. 2 kiln dried Southern Yellow Pine having a maximum moisture content of 19 percent. Top and bottom chords members shall be 2 inches by 6 inches minimum.

B. Dimensional joist and truss lumber shall have the following minimum properties, unless noted otherwise on the Drawings:

1. Bending stress ---------- 1,000 psi
2. Horizontal shear stress ---------- 80 psi

C. Connector plates shall be a minimum thickness of 0.036 inches and shall be manufactured from steel meeting the requirements of ASTM A446 Grade A, and shall be hot dipped galvanized according to ASTM A525 Coating Designation G90.

D. Hurricane clips shall be equal to 18 gage galvanized steel framing anchor Type TA-4as manufactured by Cleveland Steel Specialty Company or approved equal by Simpson Strong – Tie or USP Structural Connectors

2.02 DESIGN LOADS

A. The dimensional wood roof framing shall be designed for the following loads, unless noted otherwise on the Drawings:

1. Live load ---------- 20 psf
2. Top chord dead load ---------- 10 psf
3. Bottom chord bottom load ---------- 10 psf

2.03 FABRICATION

A. Trusses shall be manufactured by a company established to perform this Work. Manufacturing Company must have the Project Engineer's prior approval.

B. Size, stress and arrangement shall be determined by dimensions indicated on the Drawings. Each truss shall be custom designed to fit the dimensions indicated on the Drawings. Complete design calculations showing internal layout, member forces, and stress control points are to be furnished for each truss design. DESIGN CALCULATIONS SHALL BEAR THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MISSISSIPPI.

2.04 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Project Engineer.

PART 3 - EXECUTION

3.01 ACCEPTABLE INSTALLERS

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the Work.

3.02 EXAMINATION

A. Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.03 PREPARATION

A. Erection bracing in addition to specified bridging is to be provided to keep the trusses straight and plumb as required to assure adequate lateral support for the individual truss and entire system until the sheathing material has been applied. The Contractor will give one week notification prior to enclosing the trusses to provide opportunity for inspection of the installation by the manufacturer's representative and the Project Engineer.

3.04 INSTALLATION

A. Coordinate as required with other trades to assure proper and adequate provision in the Work of those trades for interface with the Work of this Section.

B. Install the Work of this Section in strict accordance with the original design, pertinent requirements of agencies having jurisdiction, the Truss Plate Institute, and manufacturer's recommended installation procedures. Anchor all components firmly into position.

C. Hoist the trusses into position with proper bracing secured at designated lifting points. Exercise care to keep out-of-place bending of trusses to a minimum. Install temporary horizontal and cross bracing to hold trusses plumb and in safe condition until permanent bracing is installed. Install permanent bracing and related components prior to application of loads to trusses. Do not cut or remove any truss members

D. Roof truss anchorage shall be by hurricane clips. Clips shall allow horizontal nailing into the top plates. Hurricane slip type truss anchors shall be provided at each corner and at every truss bearing point. Where an anchored truss bears on an intermediate point, a truss anchor shall be installed at that bearing point.

E. Trusses to be set 24 inches on center maximum spacing.

F. Brace temporary and permanently to sustain a vertical position under construction and design loads. Block eaves and ridges to provide straight alignment of trusses

.

END OF SECTION

SECTION 07 26 00 VAPOR RETARDERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Vapor retarder under concrete floor slab.

B. Concrete curing paper on top of freshly poured concrete floor slab.

1.02 SUBMITTALS

A. Submit manufacturer's technical product data, installation instructions and recommendations for products specified.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and specifications are based on products manufactured by Fortifiber Corporation, 300 Industrial Drive, Fernley, NV 89408. Tel. (800) 773-4777.

B. Equivalent products by the following manufacturers are acceptable:

1. Grace Construction Products, Cambridge, Ma. Tel: (800) 444-6459.
2. Griffolyn ® Division, Reef Industries, Inc., Houston, TX. Tel: (800) 231-6074.
3. Stego Industries LLC, San Juan Capistrano, CA. Tel: (877) 464-7834.

C. Equal products by other manufacturers subject to compliance with specified requirements and Section 01 62 14 - Product Options and Substitution Procedures.

2.01 VAPOR RETARDER

A. Membrane shall be a 15 mil polyolefin film meeting ASTM E-1745-97 Class A Test Method, equal to Fortifiber Corporation, Moistop® Ultra™ 15, including Moistop® tape and sealants with the following characteristics:

1. Moisture Vapor Permeance: ASTM E-154, Section 7 (E-96, Method A) = .02 Perms.
2. Tensile Strength: ASTM E-154, Section 9 (Method D-882) = (70lb f/in min)-MD & CD.
3. Puncture Resistance: ASTM D-1709, Method B = 3,000 Grams.

2.02 CONCRETE CURING PAPER

A. Laminated tri directional glass fiber reinforced long fibered kraft curing papers with double coating of high-melting-point asphalt, meeting ASTM C-171 Test Method, equal to "Orange Label Sisalkraft®".

PART 3 - EXECUTION

3.01 PREPARATION

A. Ensure items that pass through the membrane or the curing paper are properly and rigidly installed, substrate is free of projections and irregularities that may be detrimental to proper installation of membrane or curing paper.

3.02 INSTALLATION

A. Vapor Retarder: Unroll underslab vapor retarder over thoroughly compacted subgrade and turn down at inside perimeter of grade beams. Seal joints watertight, with a pressure sensitive tape as recommended by manufacturer, allowing a minimum overlap of 6 inches. Apply tape evenly over seams and rub out wrinkles formed during application. Inspect membrane thoroughly and repair all punctures immediately before placing concrete. Equipment, tools, and procedures that might puncture the membrane shall not be used while placing and finishing the concrete. Comply with manufacturer's recommendations and installation procedures as outlined in ASTM E-1643.

B. Curing Paper: Unroll concrete curing paper over the entire surface once the concrete has set sufficiently hard to permit application without marring the surface. Lap joints 4 inches and seal with pressure sensitive tape. Apply tape evenly over seams and rub out wrinkles formed during application. Ensure that all tears or penetrations are repaired.

3.03 CLEANING

A. Inspect vapor barrier membrane thoroughly and keep clean. Remove dirt, oils, mud, debris, etc. prior to placing concrete.

END OF SECTION

SECTION 07 61 00 SHEET METAL ROOFING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes factory formed, prefinished standing seam metal roof panels with concealed fasteners and related accessories, hips, ridges, eaves, corners, miscellaneous flashing, underlayment and attaching devices as shown and / or required for a complete weathertight metal roofing system.

1.02 RELATED SECTIONS

A. Section 09 05 15 – Color Design.

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM 1592-95 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference

B. Underwriters Laboratories (UL Classified Tests):

1. UL 580 - Test for Wind-Uplift Resistance of Roof Assemblies.
2. UL 790 - Test for Fire Resistance of Roof Covering Materials.
3. UL 2218 - Impact Resistance Test.

C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

1. SMACNA Architectural Sheet Metal Manual.

1:04 SYSTEM DESCRIPTION

A. Performance Requirements: Provide sheet metal roofing that has been manufactured, fabricated and installed to withstand structural and thermal movement, wind loading and weather exposure to maintain manufacturer’s performance criteria without defects, damage, failure of infiltration of water.

1. UL 90 Rating (minimum): Wind Uplift Approval Conforming to Underwriters Lab. (UL) Section 580 Specifications and Complying with 2006 International Building Code requirements and local codes, whichever are more stringent.
2. Static Air Infiltration: Completed roof system shall have a maximum of .06 cfm/sf with 6.24 kPa air pressure differential as per ASTM E283/1680.
3. Water Infiltration: No evidence of water penetration at an inward static air pressure differential of not less than 6.24 psf (43 kPa) and not more than 12.0 psf (83 kPa) as per ASTM E331/1646.

1.05 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for each type of roofing material and accessory required.

B. Shop Drawings: Submit detailed drawings showing layout of panels and fasteners, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing terminations, and penetrations of metal work. Indicate material type, Thickness, finish and color.

C. Samples: Submit a two-foot by two-foot representative sample of each type of panel and accessory indicating panels, standing seams, closure, edge trim and flashing complete with factory finish and color if product is not one of those specified.

D. Submit certification prepared, signed, and sealed by a Professional Engineer registered in the State of Mississippi, verifying that roof system meets or exceeds wind uplift requirements as specified herein.

E. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1646 and ASTM E-1680.

F. Submit sample copies of the Paint Finish Guarantee and Weather Tightness Warranty prior to fabrication and installation for MDOT Architect's approval. DO NOT start roofing installation without MDOT Architect's approval of Guarantee and Warranty.

G. Submit written proof from manufacturer that installer is approved to install their materials.

H. Submit executed Warranty per Section 01 77 00 – Closeout Procedures for Owner's signature.

1.06 QUALITY ASSURANCE

A. Manufacturer: Company specializing in Architectural Sheet Metal Products with 10 years minimum experience.

B. Installer: Company specializing in Architectural Sheet Metal Products, with 5 years minimum experience, who has completed work similar to that indicated for this project and with a record of successful in-service performance. Submit identification of at least 3 projects of similar scope and complexity along with name, address, and telephone number of the Architect, Owner and General Contractor. Installer shall be approved by the roofing manufacturer in writing to install their materials.

1.07 DELIVERY, STORAGE AND HANDLING

A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness. Panels should be stored on edge in a clean, dry place. One end shall be elevated to allow moisture to run off. Panels with strippable film must not be stored in the open exposed to the sun. Stack all materials to prevent damage and to allow for adequate ventilation.

1.08 WARRANTY

A. Paint Finish: Paint finish shall have a 20-year guarantee against cracking, peeling and fade (Not to exceed 5 N.B.S. units).

B. Weather Tightness: The entire installation (clips, panels, fasteners, rakes, eaves, ridge/valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by the manufacturer) shall be guaranteed weather tight for a MINIMUM OF 20 YEARS. This warranty shall be identified as neither Non-Depreciating, Non-prorated, (No Dollar Limit) nor have exclusions that identify valleys, curbs, and flashings. Provide written warranty, signed by metal roofing manufacturer and his authorized installer, agreeing to replace / repair defective materials and workmanship during the warranty period with NO COST to the Owner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Petersen Aluminum Corp., 1005 Tonne Road, Elk Grove Village, IL 60007. Tel: (800) 323-1960.

B. Equivalent products by the following manufacturers are acceptable:

1. Englert, Inc., Perth Amboy, NJ, Tel: (732) 826-8614.
2. Firestone Metal Products, Anoka, MN, Tel: (800) 426-7737.
3. Innovative Metals Company (IMETCO), Tucker, GA. Tel (800) 646-3826.
4. MBCI, Hernando, MS, Tel: (800) 206-6224.

C. Alternate manufacturers: Products produced by other manufacturers that fully meet or exceed the specified requirements may be considered under provisions of Section 01 62 14-Product Options and Substitution Procedures.

2.02 SHEET MATERIALS

C. Materials: Sheet Steel shall be PAC-CLAD 24 gage-minimum, G-90 Galvanized ASTM A 653, or (24 gage-minimum, prefinished Galvalume ASTM 792 Grade 50B with an AZ-50 coating).

B. Finish: Finish shall be full strength (70% PVDF) Kynar 500 Fluorocarbon coating applied by the manufacturer on a continuous coil coating line. Top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.3 to 0.4 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the finish supplier.

C. Color: Shall be as indicated in Section 09 05 15 for color selection. Color design selected from standard and premium colors of Peterson Aluminum. Substituted systems, if submitted, SHALL MATCH SELECTED COLOR.

D. Film: Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film shall be removed before installation.

2.03 ACCESSORY MATERIALS

A. Concealed fastening clips: G-90 galvanized steel, spaced 18-inches on center, unless closer spacing is required by design wind loads.

B. Fasteners: (TITE-LOC PLUS) galvanized steel, non-penetrating high performance clips for roofing application and UL Classified 90 rated (wind uplift) assemblies.

C. Sealant: Extruded vinyl weatherseal

D. Underlayment: Peel and Stick Membrane shall be installed OVER ENTIRE ROOF substrate (NO FELTS). Membrane shall be equal to Certainteed Wintergard™ HT, Grace Ultra, Henry Blueskin® PE 200 HT, Imetco DryDek™, or Tamko® TW Metal and Tile Underlayment. Provided underlayment must be approved and warranted as part of the complete roofing system.

2.04 FABRICATION

A. Panels: All panels shall be seamless. Panels beyond 60 feet must be manufactured at the project location by factory personnel using manufacturer's roll forming equipment.

B. Panels fabricated by a portable roll former will require Project Engineer / MDOT Architect's prior approval.

C. All exposed adjacent flashing and accessories shall be of the same material and finish as the roof panels. All flashing, hem exposed edges on underside 1/2 inch. Fabricate in accordance with standard SMACNA procedures and details. All roof sections requiring flashing less than 25 feet should be continuous lengths. Roof sections requiring closures greater than 25 feet shall be flashed using the fewest pieces possible.

2.05 PREFORMED METAL ROOFING SYSTEM: Shall be Equal to Petersen Aluminum Corp. Tite-Loc Plus Panel system.

A. System shall include, but is not limited to the following components:

1. Standing Seam Metal Roof Panels with Striations.
2. Preformed Metal Hip Flashing.
3. Preformed Metal Vented Ridge Cap.
4. Concealed fastening clips and fasteners.
5. Miscellaneous Metal Trim Necessary for a Complete System Installation.

B. Tite-Loc Plus Panel roof panels with striations shall have 12 inches on center maximum seam spacing, roll-formed in continuous lengths from eave to ridge, with a minimum standing seam height of 2 inches.

C. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1646 and ASTM E-1680.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine wood trusses to ensure proper attachment to framing.

B. Inspect roof structure to verify deck is clean and smooth, free of depressions, waves or projections, properly sloped to valleys or eaves.

C. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.

D. Installer shall examine substrate and conditions under which Work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with installation until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF UNDERLAYMENTS

A. Install using methods recommended by manufacturer in accordance with local building code.

B. Peel and Stick Membrane: Install one layer of membrane lapped, staggered, and applied horizontally from eave to ridge over approved roof substrate. Run membrane underlayment horizontally lapped so water sheds; secure in place. Lap ends 4 inches minimum; stagger end laps of each layer 36 inches minimum. Repair or replace any torn membrane to maintain a continuous membrane ahead of installation of metal roofing.

C. Metal Drip Edge: At rake edges, install metal drip edge flashing over Peel and Stick Membrane and roof deck underlayment; set tight to rake boards; lap joints 2 inches minimum and seal with plastic cement; secure with nails.

3.03 INSTALLATION OF PANELS

A. Comply with Drawings, manufacturer's instructions, and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.

B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.

C. Install starter and edge trim before installing roof panels.

D. Remove protective strippable film prior to installation of roof panels.

E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.

F. Install sealants for preformed roofing panels as specified on shop drawings.

G. Do not allow panels or trim to come into contact with dissimilar materials.

H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.

I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.

J. Thoroughly clean and touch-up areas scarred during installation with a touch-up paint approved by panel manufacturer. Only minor scratches and fastener heads shall be touched-up; all other damaged material shall be replaced.

3.04 CLEANING

A. Clean grease, finger marks, and stains from panels in accordance with manufacturer's recommendations.

B. Remove all scrap and construction debris from the site.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Preparation of substrate surfaces to receive materials.

B. Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on the Drawings):

1. Exterior and interior joints, including control / expansion joints and abutting like or similar materials (in walls, ceilings, and roof construction) that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).

C. Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

1.02 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures and Section 09 05 15 – Color Design.

1.03 DEFINITIONS

A. Wherever the words "caulk" or "seal" occur, they shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight." "Caulk" shall indicate the use of the interior materials specified hereinafter and "Seal" shall indicate the use of the exterior materials.

1.04 WORK OF OTHER SECTIONS

A. Caulking and sealing may be performed as Work of other Sections when specified. However, all Work shall conform to the requirements of this Section.

1.05 SUBMITTALS

A. Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.

1.06 QUALITY ASSURANCE

A. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.

B. Manufacturer’s Certificate: Provide manufacturer’s letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.

C. Installation: Conform to Sealant and Waterproofers Institute requirements.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.

B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.

B. Equivalent products by the following manufacturers are acceptable:

1. Dow Corning Corporation, Midland, MI. Tel: (800) 322-8723
2. GE Silicones, Waterford, NY. Tel: (518) 233-2639.
3. Sonneborn Building Products, Shakopee, MN. Tel: (800) 433-9517.
4. Tremco, Inc., Beachwood, OH. Tel: (800) 562-2728.

C. Substitutions shall fully comply with specified requirements and Section 01 62 14-Product Options and Substitution Procedures.

2.02 SEALANT TYPES AND USE SCHEDULE

A. Type 1: Use for interior locations, sealing around locations to be painted and where joints are less than 1/8 inch with none to slight movement anticipated: Pecora AC-20 + Silicone (Acrylic Latex Caulking Compound).

B. Type 2: Use for exterior sealing at at masonry, and wood: Pecora 890NST (one-part Architectural Silicone Sealant). Color(s) to be selected by the Project Engineer / MDOT Architect from manufacturer's full range of standard Architectural colors.

2.03 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Backer Rod: Open cell polyurethane foam or closed cell polyethylene foam, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.

D. Bond Breaker: Pressure sensitive adhesive polyethylene, TEFLON, or polyurethane foam tape.

E. Masking Tape: Pressure sensitive adhesive paper tape.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Installer must examine areas and conditions under which this Work is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION

A. Cleaning: Clean joint surfaces, using joint cleaner as necessary, to remove dust, dirt, oil, grease, rust, lacquers, laitance, release agents, moisture, frost or other matter that might adversely affect adhesion of sealant. Rake joints out to a depth equal to one-half the width.

B. Masking: Mask areas adjacent to joints.

C. Priming: If required, prime substrate surfaces following manufacturer's instructions.

D. Mixing: When required, mix components of sealant materials in accordance with manufacturer's instructions to achieve required characteristics of sealant.

3.03 APPLICATIONS

A. Mixing, application, surface condition, weather condition shall be as recommended by the manufacturer. Do not use material that has exceeded the recommended pot life.

B. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist the backing rod while installing. Install backing rod so that joint depth is 50 percent of joint width, but a minimum of 1/8-inch deep and a maximum of 3/8-inch deep.

C. Apply sealant in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps or air pockets.

D. Tool joints to the required configuration within 10 minutes of sealant application. Remove masking materials immediately after tooling.

3.04 CLEANING AND REPAIRING

A. Do not allow sealant or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means necessary to eliminate evidence of spillage.

B. When using flammable solvents, avoid heat, sparks and open flames. Provide necessary ventilation. Follow all precautions and safe handling recommendations from the solvent manufacturer and pertinent local, state and federal regulations.

C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

D. Repair or replace defaced or disfigured finishes.

3.04 CURE AND PROTECTION

A. Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.

B. Sealant Supplier / Applicator shall advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

END OF SECTION

SECTION 09 05 15 COLOR DESIGN

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. A coordinated comprehensive Color System in which requirements for materials specified in other sections of this Specification and/or shown on the Drawings are identified for quality, color, finish, texture and pattern.

1.02 MANUFACTURER'S TRADE NAMES

A. Manufacture's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section. If no selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.

1.03 RELATED SECTIONS

A. Section 01 33 00 - Submittal Procedures

1.04 SAMPLES

A. Samples shall be submitted for approval prior to applying or installing any finishes or items that are not included in this Section. See appropriate technical Sections for submittal requirements. Upon receipt of samples, the Project Engineer / MDOT Architect may make revisions to the Color schedule.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials are specified in other sections of the specifications. Any reference by trade name or manufacturer shall be considered as establishing a standard of quality and shall in no way limit competition.

2.02 MANUFACTURERS

A. The following manufacturers were used in preparing the Color Schedule:

SECTION / MATERIAL	MANUFACTURER / NUMBER & COLOR NAME	COLOR DESCRIPTION
• 04 20 00 Unit Masonry	Match Existing (St. Joe) Brick	(reddish orange)
• 05 12 00 Exposed steel	SW #6468 Hunt Club	(dark green)
• 05 50 00 Misc. Stl. (Ornamental)	SW #6468 Hunt Club	(dark green)
• 06 10 00 Plywood Ceiling	SW #6109-Hopsack	(med. Beige)
• 06 10 00 Wd trim & crown molding	SW # 106 Kilim Beige	(tan)
• 06 50 00 Glue-Lam Wood Beams	SW #6106 Kilim Beige	(tan)

• 07 61 00 - Metal Roofing	Petersen - Copper Penny	(bright copper)
• Wooden Picnic Table & Benches	SW #6468 Hunt Club	(dark green)

PART 3 - EXECUTION

3.01 EXECUTION

A. Refer to execution requirements specified in other Sections of this Specification for the specific products listed. Any remaining colors, finishes, textures or patterns not included in this Color Design Section will be selected by the Project Engineer / MDOT Architect upon written notification and subsequent submittals by the Contractor.

END OF SECTION

SECTION 09 90 00 PAINTING AND COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

B. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.

C. "Paint" means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

D. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Project Engineer / MDOT Architect will select these from standard colors available for the materials system specified.

1.02 PAINTING NOT INCLUDED

A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.

D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundations spaced, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

E. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

F. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, and motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.03 RELATED SECTION

A. Section 09 05 15 – Color Design.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

B. Paint Systems: Comply with Article 2.04 indicating each type of primer and top coat required for each substrate by product name and number.

C. Samples: Submit color samples for selection by Project Engineer / MDOT Architect from manufacturer’s full range of colors. Indicate submitted manufacturer’s closest STANDARD colors that match colors specified in Section 09 05 15.

1.04 QUALITY ASSURANCE

A. On actual wall surfaces and other exterior and interior building components, duplicate painted finishes as specified. On at least 100 sq. ft. of surface as directed, provide full-coat finish samples until required sheen, color and texture is obtained; simulate finished lighting conditions for review of in-place Work.

1.06 DELIVERY AND STORAGE

A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

1.07 PROJECT CONDITIONS

A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by the Sherwin-Williams Co., 101 Prospect Avenue NW, Cleveland, OH 44115.Tel. (800) 321-8194.

B. Equivalent products by the following manufacturers are acceptable:

1. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
2. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.

C. Substitutions shall fully comply with specified requirements and Section 01 62 14-Product Options and Substitution Procedures

2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Project Engineer / MDOT Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Color Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Project Engineer / MDOT Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best grade product WILL NOT BE ACCEPTABLE. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.04 PAINT SYSTEMS

A. Provide the following paint systems for the various substrates, as indicated.

B. Exterior Paint Systems are as follows:

1. Ferrous and Zinc Coated Metal
   1st Coat – S-W DTM Acrylic Primer/Finish, B66W1
   (6 mils wet, 3 mils dry)
   2nd Coat – S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   3rd Coat – S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
   (2-4 mils dry per coat)
   (First coat may not be required on items that are shop primed.)
   Not less than 8.0 Mils dry film thickness.
2. Painted Woodwork
   1st Coat – S-W A-100® Exterior Latex Wood Primer, B42W41
   (4 mils wet, 1.4 mils dry)
   (If Tannin Bleeding occurs, use A-100® Exterior Stain Blocking Primer, Y24 Series)
   2nd Coat – S-W A-100® Exterior Latex Gloss, A8 Series
   3rd Coat – S-W A-100® Exterior Latex Gloss, A8 Series
   (4 mils wet, 1.3 mils dry per coat)
   Not less than 4.0 mils dry film total thickness.
3. Wooden Picnic Tables and Benches
   1st Coat – S-W A-100® Exterior Latex Wood Primer, B42W41
   (4 mils wet, 1.4 mils dry)
   2nd Coat – S-W Metalatex® Semi-Gloss Coating, B42 Series
   3rd Coat – S-W Metalatex® Semi-Gloss Coating, B42 Series
   (3-5 mils dry per coat)
   Not less than 9.0 mils dry film total thickness.
4. Metal Charcoal Grill at Picnic Shelters
   1st Coat – Kem Hi-Temp 500 Primer
   (1.0-1.3 mils dry film thickness)
   2nd Coat – Kem Hi-Temp 500 Topcoat
   (1.0-1.3 mils dry film thickness)
   Not less than 2.0 mils dry film total thickness.
5. Painted Woodwork
   1st Coat – S-W PrepRite® Wall & Wood Oil Primer/Undercoater, B49
   (4 mils wet, 2 mils dry)
   2nd Coat – S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   3rd Coat – S-W ProMar® 200 Alkyd Semi-Gloss, B34W200 Series
   (4 mils wet, 1.7 mils dry per coat)
   Not less than 5.5 mils dry film thickness.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of

painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule the cleaning and painting so that contaminates from the cleaning process will not fall onto wet, newly painted surfaces.

A. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare, where required by other Sections of these Specifications. Clean and touch-up with the same type shop primer.

B. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

C. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
2. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.

3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. Apply paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back- sides of access panels, and removable or hinged covers to match the exposed surfaces.

C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

D. Sand lightly between each succeeding enamel or varnish coat.

E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

F. Scheduling Painting: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

H. Mechanical and Electrical Work: Painting of mechanical and electrical Work is limited to those items exposed in mechanical equipment rooms and in occupied spaces.

1. Mechanical items to be painted include, but are not limited to, the following:
   a. Piping, pipe hangers, and supports.
   b. Heat exchangers.
   c. Tanks.
   d. Ductwork.
   e. Motor, mechanical equipment and supports.
   f. Accessory items.
   g.
2. Electrical items to be painted include, but are not limited to, the following;
   a. Conduit and fittings.
   b. Switchgear.

I. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces

where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

K. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

L. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 CLEANING AND PROTECTION

A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct any damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 31 23 11 EXCAVATION, FILLING AND GRADING FOR BUILDING

PART 1 - GENERAL.

1.01 SECTION INCLUDES

A. The extent of excavation, filling and grading is shown on the Drawings. Preparation of subgrade for building slabs is included as part of this Work. Backfilling of trenches within the building lines is included as part of this Work.

1.02 RELATED SECTIONS

A. Section 01 45 29 – Testing Laboratory Services.

1.03 SUBMITTALS

A. Notification shall be provided to Project Engineer indicating source of borrow material in advance of start of Work and certification provided that proposed soil material is satisfactory for specified use.

1.04 QUALITY ASSURANCE

A. Perform excavation Work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Compaction density shall be 95 percent of the maximum dry density value as determined by ASTM D 698 (Standard Proctor Test) of AASHTO T-99.

C. Soils compaction control tests shall be performed as specified herein and under Section 01 45 29-Testing Laboratory Services. Stability is defined as absence of significant yielding or pumping of soils under compaction effort.

D. Number of Tests: Make test(s) in accordance with AASHTO T-99 for each class of material. Make in-place density tests in accordance with AASHTO T-238 (Nuclear Method) for density tests, as the fill and backfill work progresses. At least one test per lift of any isolated portions and each footing.

E. Work on Non-Tested Areas: Placing permanent construction over fill that has not been tested and approved may require removal of permanent Work, recompacting the fill and replacing the Work at no additional cost to the Owner.

1.05 EXISTING UTILITIES

A. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

B. Do not interrupt existing utilities serving facilities occupied and used by Owner or others except when permitted in writing by Project Engineer and then only after acceptable temporary utility services have been provided. Demolish and completely remove from site existing underground utilities indicated “To Be Removed”. Coordinate with utility companies for shut off of services if lines are active.

1.06 PROTECTION OF PERSONS AND PROPERTY

A. Barricade open excavations occurring as part of this Work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.07 USE OF EXPLOSIVES

A. The use of explosives is not permitted.

PART 2 - PRODUCTS

2.01 BACKFILL AND FILL

A. Select fill shall be an approved select material free from trash, debris, stones larger than 3 inches, roots and other organic matter.

2.02 GRANULAR FILL

A. Below existing natural grade line: Sandy clay with a liquid limit less than 45 and PI in range of 10 to 22, or clayey sand with PI not less than 7 and liquid limit not greater than 35.

B. Above existing natural grade under slabs and footings: Silty or sandy clay as above or clayey-sand with LL less than 35 and PI of 3 to 15.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which excavating, filling, and grading are to be performed and notify the Contractor, in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of removal and disposal of material encountered when establishing required grade elevations.

B. Earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.

C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Project Engineer. Unauthorized excavation, as well as remedial Work directed by the Project Engineer, shall be at the Contractor's expense. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending the indicated bottom elevation of the footing or

base to the excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Project Engineer.

D. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Project Engineer.

E. Additional Excavation: When excavation has reached required subgrade elevations, notify the Project Engineer who will make an inspection of conditions. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Project Engineer. Removal of unsuitable material and its replacement as directed will be paid on the basis of contract conditions relative to changes in work.

F. Stability of Excavations. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

G. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross braces, in good serviceable condition. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

H. Dewatering: Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrade and foundations.

1. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
2. Convey water removed from excavations and rainwater to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

3.03 MATERIAL STORAGE

A. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage. Locate and retain soil materials away from edge of excavations. Dispose of excess soil material and waste materials as herein specified.

3.04 EXCAVATION FOR STRUCTURES

A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.

3.06 EXCAVATION FOR TRENCHES

A. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations. Beyond the building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

B. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for the entire body of the pipe. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.

C. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the Project Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

3.07 COLD WEATHER PROTECTION

A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.08 COMPACTION

A. Control soil compaction during construction providing minimum percentage of density specified for each area classification.

B. Building Slabs: Compact top 12 inches of subgrade and each layer of backfill or fill material at 95 percent maximum dry density.

3.09 MOISTURE CONTROL

A. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.10 BACKFILL AND FILL

A. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

B. Under buildings use sub-base material, or satisfactory excavated or borrow material, or combination of both. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance by Project Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and soil treatment.

2 Inspection, testing, approval, and recording locations of underground utilities.
3. Removal of concrete formwork, shoring and bracing, and backfilling of voids with satisfactory materials.
4. Removal of trash and debris.

3.11 GROUND SURFACE PREPARATION

A. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

3.12 PLACEMENT AND COMPACTION

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

C. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.

3.13 GRADING

A. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes.

C. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 COMPACTION

A. After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.15 MAINTENANCE

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

B. Reconditioning Compacted Areas: Where subsequent construction operations or adverse weather disturbs completed compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

3.16 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off the Owner's property.

END OF SECTION

SECTION 31 31 16 SOIL TREATMENT FOR TERMITE CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Soil treatment for control of all species of subterranean termites including Formosan termites.

1.02 SUBMITTALS

A. Submit manufacturer's technical product data and application instructions prior to application for Project Engineer's approval. DO NOT submit Material Safety Data Sheets for approval.

B. Submit sample copies of the Termite Soil Treatment Guarantee form prior to application for Project Engineer's approval.

C. Quality Control: Submit identification of at least 3 projects of similar scope along with name, address, and telephone number of the Architect, Owner and General Contractor.

1.03 QUALITY ASSURANCE

A. In addition to the requirements of these Specifications, comply with manufacturer's instructions and recommendations for the Work, including preparation of substrate and application.

B. Engage a professional pest control operator, licensed by the State of Mississippi, Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, and in accordance with regulations of governing authorities for application of soil treatment solution. The pest control operator is to have the aforementioned valid license, the company technician is to have a valid identification card for pest control, and the company vehicle is to be clearly marked with the company name.

C. The professional pest control operator specializing in Soil Treatment for Termite Control, with 5 years minimum experience, shall have completed work similar to that indicated for this Project and have a record of successful in-service performance.

D. Comply with Mississippi Regulations Governing Pest Control Operators in following the labels of the termiticide.

1.04 PROJECT CONDITIONS

A. Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.

B. To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with other handling and application instructions of the soil toxicant manufacturer.

C. Remove all non-pressure treated wood contacting soil. Remove grade stakes prior to applying horizontal barrier and all form boards, stakes and concrete over pour prior to applying vertical soil treatment.

1.04 GUARANTEE

A. Furnish 3 copies of written guarantee certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites, including Formosan termites, and that termite contractor will re-treat the soil and also repair or replace any damage caused by termite infestation WITHOUT EXPENSE to the Owner. Provide guarantee for a period of 5 YEARS from the date of treatment, signed by the Applicator and the Contractor.

PART 2 - PRODUCTS

2.01 SOIL TREATMENT SOLUTION

A. Use an emulsible concentrate insecticide for dilution with water specially formulated to prevent infestation by subterranean termites as recommended by the Southern Forest Experiment Station, Forest Insect Laboratory at Gulfport, Mississippi, and registered by the Bureau of Plant Industry for use in structural pest control work. Fuel oil will not be permitted as a diligent. Provide a working solution of one of the following chemical elements:

1. Horizontal barrier: Cypermethrin, Prevail or Talstar.
2. Vertical barrier: Fipronil.

B. Other solutions may be used as recommended by Applicator and if acceptable to local and state governing authorities. Use soil treatment solutions that are not injurious to plants.

PART 3 - EXECUTION

3.01 INSPECTION

A. Applicator must examine the areas and conditions under which soil treatment for termite control is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.

3.02 APPLICATION

A. Remove foreign matter, which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.

B. Application Rates: Under slab-on-grade, suspended slab, foundation footings and other similar structures, treat the soil before concrete slabs are poured using either power sprayer or tank-type garden sprayer. Apply soil treatment solution, USING COLOR DYE MARKING AGENT to insure the area is treated, as follows:

1. Termiticide applied for the prevention of termites shall comply with the manufacturer's label and shall not be applied at concentrations or volumes less than specified on the label.
2. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

C. Allow a minimum of 12 hours for drying after application, before beginning concrete placement or other construction activities.

3.03 PROTECTION

A. Prior to each application, the applicator shall notify the Contractor of the intended application and instruct the responsible person to notify construction workers and other site individuals to leave the treated area and not to return until chemical has been installed into the soil.

B. Post signs in the areas of application warning workers that soil poisoning has been applied. Remove signs when areas are covered by other construction.

END OF SECTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-258-9 **CODE: (SP)**

DATE: 07/23/2009

SUBJECT: Miscellaneous Site Amenities

PROJECT: STP/IM-0059-01(106) / 105568301 & 302 – Pearl River County

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, Tnemec 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/IM-0059-01(106) / 105568301 & 302 – Pearl River County

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. 907-260-2 **CODE: (SP)**

DATE: **09/14/2009**

SUBJECT: **Lift Station**

PROJECT: **STP/IM 0059-01(106) / 105568301 & 302 – Pearl River County**

Section 907-260, Lift Station, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-260 -- LIFT STATION

907-260.01--Description. This work consists of furnishing all labor, material, equipment and related items necessary to install a lift station(s) and valve vault as shown on the Plans.

Lift station wet well shall be constructed of concrete unless otherwise directed by the Engineer or the Plans.

After completion of the Field Quality Control test, Contractor shall submit a certification from the pump manufacturer and the control manufacturer that their equipment is properly installed and is functioning properly.

907-260.02--Materials. Materials to construct the lift station and accessories shall meet the following requirements.

Concrete and Reinforcing Steel: Per Sections 601 & 602 of the Standard Specifications.

Valve Vault: Concrete or prefabricated fiberglass with anti-flotation collar.

Pump(s): Each pump shall meet the following design requirements.

Flow Rate gpm	Total Dynamic Head feet	Pump Rotation Speed rpm	Solids Passage inches	Discharge Diameter inches	Motor Size horsepower	Impeller Diameter inches	No. Of Pumps
60	67	1750	3	3	7.5	8.78	2

Pump(s) shall be designed for continuous operation and will be operated continuously under normal service.

Manufacturer: Materials, equipment, components, and accessories specified in this Section shall be products of Gorman-Rupp, Model No JSV3G60-E6.2.

Submittals for pump approval must include the name of manufacturer and actual manufacturing location of each pump motor to be furnished. A copy of pump warranty shall be provided at pump start-up.

Manufacturer of pump equipment shall comply with the requirements of the ISO 9001 Quality System. Compliance shall be verified by an independent certification agency approved by the International Organization for Standardization. Documentation shall be submitted for approval showing compliance with this requirement.

Pump(s), complete with motor, slide-away couplings and all other specified accessories and appurtenances shall be furnished by the same pump manufacturer to insure compatibility and integrity of the individual components and provide the specified warranty for all components.

Pump manufacturer shall warrant the pump and motor to the Owner against defects in workmanship and materials for a period of five years under normal use and service. The warranty shall cover 100% of all parts and labor for a period of five (5) years. Warranty shall be in published form and shall apply to all pumps furnished.

Oil chamber between seals shall be equipped with drain and inspection plug. Plug shall have positive anti-leak seal and shall be easily accessible.

Motor nameplate horsepower shall not be exceeded at any head capacity point on the pump curve.

Pump motor and sensor cables shall be suitable for submersible pump application and cable sizing shall conform to NEC specifications for pump motors. Cable shall be of sufficient length to reach junction boxes without strain and splicing.

Pump Slide A-way Coupling shall be designed to allow removal of pump without personnel entering the wet well or manually disconnecting the pump form the discharge pipe. Slide away coupling shall consist of a foot mounted discharge elbow and adapter, steel base plate, upper and lower guide rail supports, lifting yoke and stainless steel lifting chain. The coupling halves shall be angled and the locking lugs shall be adjustable in order to eliminate any mechanical looseness that could cause leakage. Coupling shall be designed for use with 2 inch diameter, stainless steel, schedule 40, guide rails. Base plate shall be provided with adjustable stops to support the pump weight in order to eliminate unnecessary stain on the coupling. Foot mounted discharge elbow and adapter shall be cast-iron, ASTM A48 Class 30. Coupling shall include a self-energizing, U-cupped gasket to provide positive sealing under all conditions. Coupling shall be approved by Underwriters Laboratory for operation in Class 1, Group D, Division 1 hazardous locations.

Motor shall be a submersible type, explosion-proof, 120/208 volt, 3-phase, 60 cycle and directly connected to the pump. Motor shall confirm to National Electrical Manufacturers Association

standards and specifications and be Factory Mutual approved. Motor shall be provided with thrust and radial bearings of sufficient size to carry the entire load which may be imposed upon it under all operating conditions. Motor shall include two mechanical double seals. The lower (outer) mechanical seal shall be located to exclude the pumped material from entering the lower cavity of the motor. The upper (inner) mechanical seal shall be located in an oil filled chamber such that it excludes any moisture from entering the winding compartment of the motor. Motor shall include two thermal overload protectors, which shall be imbedded in the motor windings and connected to the motor starter in such a way that the motor automatically shuts down in the event of overload. Motor shall include dual moisture probes located in the oil chamber, which shall be connected to a customer-supplied alarm to indicate the presence of moisture in the seal chamber.

The Contractor shall furnish the following special items.

Furnish one set of any special tool required to service all pumps. The following spare parts shall be submitted for each type of pump supplied:

- 1 set seals (one upper, one lower)
- 1 set O rings
- 1 stationary wear ring
- 1 rotating wear ring
- 1 impeller
- 1 packing
- 1 cable entry set (two washers and one rubber seal)
- 1 set bearings

For each pump furnish the services of a pump manufacture representative to:

- assist in installation,
- supervise the initial operation (functional testing),
- make final adjustment
- provide certification of installation,
- provide sufficient supervision, data and information to train operators in the proper operation and maintenance of the pump(s) furnished.

Sewage Grinder:

- In Line grinder machine connected to incoming gravity sewer line inside wet well.
- Grinder machine to be fitted with pump guide rail system as described herein.
- Dual Shafted grinder capable of grinding a wide variety of solids
- Automated PLC monitoring and controls
- Design criteria: 3hp, 3 phase, 460 volts, 400 gallons per minute capacity.
- Manufacturer: JWC Enviornmental, Muffin Monster Model No 30004T-1204
- Pump manufacturer shall warrant the pump and motor to the Owner against defects in workmanship and materials for a period of five years under normal use and service. The

warranty shall cover 100% of all parts and labor for a period of five (5) years. Warranty shall be in published form and shall apply to all pumps furnished.

Piping:

Ductile-Iron Pipe and Fittings:

Pipe:

Flanged:

- Standard: AWWA C115 (ANSI A21.15).
- Thickness: Comply with the included Schedule. If not shown, use Pressure Class 150.

Non-Flanged:

- Standard: AWWA C151 (ANSI A21.51).
- Thickness: Comply with included Schedule. If not shown, use Pressure Class 150. Piping with grooved joints shall have adequate wall thickness to maintain the pressure rating specified for fittings and for the associated pipe class specified.

Joints:

Flanged:

- Standard: AWWA C110 (ANSI A21.10).
- Gaskets: 1/8-inch thick red rubber, full face.
- Bolts and Nuts:
  1. Standard: ANSI B18.2.1 and ANSI B18.2.2, respectively.
  2. Material, Exposed Service: ASTM A 307, Grade B, cadmium plated or hot dipped galvanized.
  3. Material, Buried or Submerged Service: Type 304 stainless steel

Mechanical Joint:

- Standard: AWWA C111 (ANSI A21.11).
- Gaskets: Plain rubber gaskets.
- Bolts and Nuts: High strength low alloy steel.
- Push-On: Comply with AWWA C111 (ANSI A21.11).
- Restrained: Use system as specified in paragraph C below.

Fittings:

- Standard: AWWA C110 (ANSI A21.10).
- Pressure Rating: 150 psi.
- Material: Ductile iron or cast-iron.
- Gaskets: Comply with specifications for joints.
- Bolts and Nuts: Comply with specifications for joints.

Coatings and Linings:

Pipe: Ferrous, Non-Ferrous Metals

Inside Wall of Pipe and Fittings:

- Standard: AWWA C104 (ANSI A21.4)
- Cement-Mortar Lining Thickness: Standard
- Seal Coat: Asphaltic.

Outside Wall of Pipe and Fittings:

- Buried: Epoxy primer, 2 coats: 2.0 dry mils each coat
  Epoxy finish, 2 coats: 2.5 dry mils each coat
- Exposed: Epoxy primer, 2 coats: 2.0 dry mils each coat
  Epoxy finish, 2 coats: 2.5 dry mils each coat

Concrete

Monolithic Interior surfacing System

- All concrete sections to be lined with an approved epoxy coating.
- Epoxy coating to be applied in the field after all other work has been completed.
- Finshed system thickness shall be 60mils and to be placed and cured in three applications in conformance with manufacturer's recommendations.
- Manufacturer:
  Warren Enviornmental System, 100% Solids Epoxy
  Tnemec Series 435 Perma Glaze

Exterior Crystalline Concrete Waterproofing

- All concrete sections shall be manufactured using a cementitious cyrstalline waterproofing concrete admixture and shall be added to the concrete mix per the manufacturer' recommendations at a rate of 2% by weight of cement
- Manufacturer: Xypex, Xypex Admix C2000

Pump Guide Rail Assembly: Each pump shall be provided with a sliding guide bracket that shall be integral part of the pump unit and permanently installed in wet well along with the discharge piping. Pump unit shall be guided by no less than two guide bars and pressed tightly against discharge connection elbow with metal-to-metal contact.

Each pump assembly shall be automatically connected to the discharge connection fitting when lowered into place, and shall be easily removed for inspection or service.

Sealing of pumping unit to discharge connection fitting shall be by linear downward motion of the pump.

A sliding guide or bracket shall be an integral part of the pump unit.

The entire weight of the pump unit shall be guided by Type 316 stainless steel (SST) guide rail and pressed tightly against the discharge connection fitting with metal-to-metal contact. SST guide rail and all necessary mounting brackets shall be furnished by the pump manufacturer and

be of stainless steel construction. Intermediate guide rail support brackets shall be furnished as recommended by pump manufacturer.

No support legs shall be used where a blockage or obstruction of the pump intake can occur.

Wet Well and Valve Vault Access Hatch: Access hatch shall be sized by the pump manufacturer as required to remove the pumps and grinder from the wet well and piping and valves from the valve vault.

Access hatch shall be ¼-inch thick aluminum diamond plate reinforced for a live load of 300 pound per square foot.

Access hatch shall be equipped with a flush lifting handle that does not protrude above the cover, and a 316 stainless steel hold open arm with red vinyl grip that automatically keeps the cover in its upright open position.

Access hatch shall have 316 stainless steel hinges and 316 stainless steel tamper resistant bolts with locknuts. A staple for a pad lock shall be supplied for security.

Access hatch frame shall be extruded aluminum with an integral anchor flange and door seal.

All anchor bolts shall be minimum 3/4-inch stainless steel. If aluminum support assemblies and brackets are furnished, they shall be isolated from the anchor bolts with nylon dielectric isolating sleeves and washers.

An adhesive backed vinyl material that protects the product during shipping and installation shall cover the entire top of the frame and cover.

Lifting Cable and Chain: Stainless steel lifting cable of adequate length and strength shall be provided for each pump to permit raising and lowering the pumps. A two (2) feet minimum, 316 stainless steel lifting chain, and one "grip-eye" shall be provided. The chain shall be attached permanently to pump and access platform with 316 stainless steel wire rope. "Grip-eye" will be capable of being threaded over and engaging links of stainless chain so pump and motor may be lifted with "grip-eye" and independent hoist.

All hardware and accessories necessary for lifting the pumps shall be stainless steel unless noted otherwise.

Equipment Identification Plate: The plate shall be 16-gauge stainless steel with 1/4-inch die-stamped equipment tag number securely mounted in a readily visible location.

Lifting Lugs: Lugs shall be capable of lifting equipment weighing over 100 pounds.

Anchor Bolts: Anchor bolts shall be Type 316 stainless steel, sized by equipment manufacturer, 1/2-inch minimum diameter, and as specified in th Section for Anchor Bolts, Expansion Anchors and Concrete Inserts.

CONTROLS

General:

The Contractor shall provide power and control cables and motor protective control devices as specified above.

The Contractor shall coordinate interfacing of the control system with electrical work specified and as shown on the drawings.

The Control Panel shall be manufactured by Control Systems, Inc. and panel to include a RTU for connection to an outside SCADA system.

Panels and Control Devices: The Contractor shall provide a control panel as indicated on Plans with the following equipment and all other components required to perform functions described. Control Panels shall be NEMA 4X Stainless Steel unless indicated otherwise.

- Front of box mounted power on-off switch for incoming 240V/three phase power.
- Terminal blocks for all external power and control wiring connections.
- Hand switches, (H-O-A, ON/OFF, and selectors as required) indicating light, and motor monitor.
- Local flashing alarm light for high level alarm.
- Lightning arrestor, phase monitor and under voltage protection relay.
- Moisture sensing seal failure relays for each motor.
- Elapsed time meter for each pump motor.
- Duplex pump controller.
- Exterior alarm light with red lexan lens. The exterior alarm light shall burn dimly during normal conditions to indicate power on and lamp good, and shall flash brightly during high water level, pump failure or seal failure.
- Submersible Level Transducer and floats.
- Level Controller.
- Manual transfer switch and a Cooper Cross-Hinds, Series EO400, Female Panel (Model EO400-1687) for connection to generator during power outages

Component Specifications:

Lightning Arrestor (Service Entrance Type): Arrestor shall be solid state construction utilizing bipolar nonlinear voltage dependent resistors with two ohmic electrodes. Clamping time shall be 50 nanoseconds or less. Operating temperatures shall be -25 degrees C to 85 degrees C and current drain shall be 1 ma or less. The unit shall have no significant discharge lag in the protection of one phase over another. The suppressor shall not allow hold over current or condition to ground after the surge ends. Unit to have instant recovery, long life and be failsafe (short) and be fused with a neon light indicating failure.

Maximum clamping voltage with 300A (8 X 20 USEC) pulse shall be 1130 VAC energy (10 X 1,000 USEC) pulse 550 joules and unit withstand of 25,000 AMPS (8 X 20 MSEC pulse). Maximum leakage current shall be 1 ma.

Phase Failure, Phase Unbalance, and Phase Reversal Relay: Relay shall be of the negative sequence filter type. The filter shall have a high internal impedance for accurate voltage following. The unit shall be of the voltage comparative type with preset point that will turnoff or de-energize the output relay after five seconds.

Submersible Level Transducer: Provide a solid-state direct submersible transducer with stainless steel housing. The range of the transducer shall be as required for the desired application with excitation voltage of 15-45 VDC. The transducer shall incorporate a diffused silicon semiconductor sensors protected by an integral stainless steel diaphragm and fill fluid. The transducer shall be able to be mounted at the bottom of a pit with support bracket and be cable-connected, providing an analog input signal to a meter/controller. The analog signal shall be 4-20 mA or 1-5 VDC as required. The operating temperature shall be -40 degrees to 176 degrees F. And the accuracy shall be ± 0.5% O.S. (Including linearity, hysteresis and repeatability.)

Float Switches: Backup float switch shall be provided for the high water alarm and low level cut off. Float switches shall be a direct acting switch and contain a single pole mercury switch that actuates when the longitudinal axis of the float is horizontal and deactuates when the liquid level falls one inch (1") below the actual elevation. The float shall have a chemical resistant polypropylene casing with a firmly bonded electrical cable protruding. One end of the cable shall be permanently connected to the enclosed mercury switch and the entire assembly shall be capsulated to form a completely watertight and impact resistance unit. Float shall include a bracket for support pipe mounting.

Duplex Pump Control Panel: The Contractor shall provide a duplex pump controller, including the following features for each pump.

Operators and Indicators:

- Manual-Off-Automatic selector switch.
- Green "Running" pilot light.
- Red "Failure" pilot light.
- Red "Seal Failure" pilot light.

Level Inputs

Individual "Off" and "On" level control points shall be provided for each pump or field adjustable controls shall be provided to allow the first or lowest level input point to stop all pumps.

Provide a "High Liquid Level" alarm input sensing point.

Provide pilot light indicators for each level input sensing point.

Input Monitoring and Control:

Provide automatic input sequence monitoring on rising liquid level, such that if the bottom "All Pumps Stop" input fails to activate, and any lead pump inputs are activated, the lead pump shall start and pump down until the lead pump input is deactivated.

If the level continues to rise, and the lag pump input is activated, start the lag pump.

If the high liquid level alarm input is activated, start all pumps.

Pumps shall operate until the lowest of the start inputs is deactivated.

Provide a red pilot light indicator to alarm "Improper Input Sequence" when any of the above described conditions occurs.

Intrinsic Safety: The power applied to the level sensors shall be a maximum of 24 VDC with a current of less than 16 mA for intrinsic safety and shall be optically isolated.

Pump Sequencing:

Pump alternation shall be selectable to alternate as lead pump on each lead pump call for cycle or to alternate on a first pump "On", first pump "Off" basis on falling liquid level and first pump "Off" on previous cycles, to be the first pump "On" on current cycle on rising liquid level.

If a pump fails, that pump shall automatically become the last called for pump in the operating sequence. Normal pump alternation shall resume when the failure condition is corrected and the failed pump has been reset.

Provide individual field adjustable time controls to delay starting each pump in the automatic mode after power failure or during initial start.

Provide soft stop feature to require the pumps to stop two-seconds apart during the condition that two or more pumps are running when signaled to stop to prevent water hammer. Provide soft start feature to require the pumps to start three-seconds apart during conditions that two or more pumps are called for simultaneously.

Provide controls to remove any pump(s) from the alternating sequence, making the removed pump(s) the last pump(s) to be called for on rising level.

Pump failure, pump seal failure, high water alarm and improper sequence alarm red pilot lights shall flash when activated.

Annunciating:

Provide a pump running discrete output contact for each pump.

Provide an individual discrete output alarm contact for each pump failure condition.

Provide an individual discrete "Seal Failure" output alarm contact for each pump.
Provide an "Improper Level Input Sequence" discrete output contact.
Provide a "High Level Alarm" condition discrete output contact.
Power failure.
Provide all alarms to terminal block for future connection to telemetry system.
Provide a common alarm discrete output contact that will actuate when any alarm condition occurs.

Level Controller:

The Level Controller shall receive an analog signal from the wetwell Level Transducer. The Level Controller shall provide OFF-ON set point controllers for the Duplex Controller.

High Level Alarm (Rising Level)
Lag Pump Start (Rising Level)
Lead Pump Start (Rising Level)
Pump Stop (Falling Level)
Low Level Alarm (Falling Level)
Level Transducer Failure (Signal Loss)

The Contractor shall provide an electronic, solid-state, proportional Level Controller that will accept a 4 to 20 ma or a 1 to 5 VDC signal, condition the signal to provide a valid basis for control and then perform ON/OFF or OPEN/CLOSE discrete dry type set point contact conditions based on the input value of the analog input signal. The Level Controller shall have the following features:

It shall have a 3½ digit LED readout meter in feet of water. The display shall be capable of being calibrated from the front of the unit and have a maximum display of 1999, with decimal point that is user selectable.
The display zero indication shall be able to be offset anywhere within the range of the meter, with a minimum range of 60 counts.
Six separate setpoints shall be provided with each with discrete, isolated sealed SPDT relay output contacts.
Excitation voltage shall drive a transducer and condition its output signal to provide a continuous display of level.
The setpoints shall be field adjustable to operate on rising above or falling below the setpoint.
An LED indicator shall be provided for each setpoint to indicate when it is activated.
The actual setting of each setpoint shall be able to be displayed on the digital readout at any time.

The setting of each setpoint shall be adjustable throughout the complete signal range from the front of the controller.
A means of manually ramping the controller, up and down, throughout it's complete signal range, to test the operation of the setpoints shall be provided.
The controller shall come complete with a 4 to 20 ma or a 1 to 5 VDC output signal for additional monitoring and control devices.
Provide a Lamp Test feature to test the digital display and individual LED setpoint indicators.

Valves:

General:

- All valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
- All manual valve operators shall turn right to close unless otherwise specified. Valves shall indicate the direction of operation.
- Unless otherwise specified all flanged valves shall have ends conforming to ANSI B16.1, Class 125.
- All buried valves shall be provided with adjustable three piece valve boxes, extension stems, operating nuts, and covers unless otherwise shown or specified.
- All bolts nuts and studs on or required to connect buried valves, valves embedded in concrete, or submerged valves shall be stainless steel.
- All other bolts, nuts, and studs shall, unless otherwise approved, conform to ASTM A 307, Grade B cadmium plated, hot dipped galvanized or stainless steel.
- Bolts and nuts shall have hexagon heads and nuts.
- Gasket material and installation shall conform to manufacturer's recommendations.

Gate Valves: 3-inch Diameter and larger:

- Standard: AWWA C509 or C515 as applicable by size
- Type: Non-Rising Stem.

Construction:

- Body and Bonnet: Cast iron.
- Wedges and Trim: Resilient Seat.
- Packing: O-ring.

End Connections:

- Exposed Valves: Flanged, conforming to ANSI B16.1, Class 125, unless otherwise shown.
- Buried Valves: Mechanical joint, conforming to ANSI B21.11.

Manufacturer:

- M&H Style 4067.
- Clow F 5070

- Mueller 2360

Swing Check Valve.

Type: Counter-weighted swing check.

Construction:

- Body, Cover, Disc and Levers: Cast iron.
- Counterweight Arm: Cast iron or manufacturer standard.
- Shaft: 18-8 Stainless steel.
- Body Seat: Bronze.
- Seat Ring: Rubber.
- Shaft Packing Gland: Compression type.

Manufacturer and Model:

- Clow F-5382.
- American Flow Control 50SC.
- ValMatic VM 503AMI

Wastewater Air Release Valve.

- Wastewater air release valves shall be automatic float operated valves designed to release accumulated air from a piping system while the system is in operation and under pressure.
- Valves shall be manufactured and tested in accordance with AWWA C512
- The valves shall have full size NPT inlets and outlets equal to the normal size valve. The body inlet connection shall be hexagonal for wrench connection. The body shall have a 2" NPT cleanout and 1" NPT drain connections on both sides of the casting. The cover shall be bolted to the body and sealed with a flat gasket. A threaded adjustable orifice button shall provide a drop type shut off to the full valve pressure rating.
- Floats shall be unconditionally guaranteed against failure including pressure surges. Extended mechanical linkage shall provide suitable mechanical advantage so that the valve will open under full operating pressure.
- The valve body and cover shall be constructed of ASTM A126 Class B cast iron.
- The orifice, float and linkage mechanism shall be constructed of Type 316 stainless steel. The orifice button shall be Buna-N.
- Backwash accessories shall be furnished and shall consist of an inlet shut-off valve, a blow-off valve, a clean water inlet valve, rubber supply hose and quick disconnect couplings. Accessory valves shall be quarter-turn, full ported bronze ball valves.
- A vacuum check valve shall be provided to prevent air from reentering the system during negative pressure conditions.
- The exterior of the valve shall be coated with a universal alkyd primer.
- Wastewater air release valves shall be Series 48A as manufactured by Val-

Matic Valve and Manufacturing Corp., or approved equal.

A hand winch and crane shall be provided for removal of pumps and grinder.

907-260.03--Construction Requirements. All pump station construction shall be performed in accordance with the specification and as shown on the Plans which includes pumps and control. Manufacturer's procedures, which are more stringent than those specified, shall be strictly followed.

The interior of the wet well shall be shall be lined with materials as specified herein. The surface shall be inspected prior to installing the coating and any repairs or clean required made prior to the painting. The Contractor shall notify the Engineer 48-hours in advance of applying the coating to allow adequate time for the inspection.

Pump pit access hatch shall be installed in accordance with the manufacturer's instructions.

Upon completion of the installation of the pump station and the force main and subsequent to testing of the force main per these specifications, the Contractor shall conduct a functional test on the pump station.

During the functional test, the Contractor shall have the pump manufacturer's representatives on site to witness the testing. The test shall include, but not necessarily be limited to, demonstration of the following:

- Complete functional testing of all pump controls
- Demonstration of proper operation of each pump, including the generation of a field head vs. capacity curve to compare with the factory performance test curve.
- Proper sequencing and associated alarm conditions

907-260.04--Method of Measurement. Installation of lift station will be measured for payment as a lump sum price per lift station.

907-260.05--Basis of Payment. Installation of lift station, measured as presribed above, will be paid for at the contract unit lump sum price per lift station, which price shall include all labor, materials, equipment and incidentals necessary to complete the work.

For Lift Station , payment shall include the following items.

- Installation of wet well and associated pumps, guide rails and pipe
- Installation of in-line sewage grinder, controls and panel and associated guide rails
- Installation of valve vault and associated pipe, fittings, valves and wall sleeves.
- Installation of wet well and valve vault access hatchs.
- Connection of the 8-inch diameter, gravity sewer inlet pipe and connection of one 3 inch diameter, HDPE force main
- Grout plugging of 8-inch diameter gravity line downstream of lift station.
- Installation of duplex lift station control panel and controls and level controller.
- Installation of fencing, gates and landscaping.

- Execution of functional testing and any necessary repairs required by the functional testing.

Payment will be made under:

907-260-A: Installation of Lift Station, Description - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-263-2 **CODE: (SP)**

DATE: 09/15/2009

SUBJECT: High Density Polyethylene Force Main Pipe

PROJECT: STP/IM 0059-01(106) / 105568301 & 302 – Pearl River County

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 concsist 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 73.4ºF 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:

Temperature (ºF)	Time (Hours)	Hoop Stress (psi)
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.

Temperature Variation From70ºF	Thermal Expansion, inches per 100 feet
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.

Force main pipe shall be installed a minimum of depth of 36 inches below ground surface.

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.

Directional Boring:
Site Preparation: Contractor shall photograph or video the entire work area prior to work and at the completion of the work. Photographs or video shall be submitted to the engineer with the record documents. Work site shall be graded or filled to provide a level working area. All areas shall be returned to the pre-work conditions at the completion of the work.

Drill Path Survey: Contractor shall survey the path for any surface geomagnetic variations or anomalies prior to work. Path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations as shown on the drawings.

Pilot Hole: Pilot hole shall be drilled on bore path with no deviations greater than 0.5-foot plus or minus of vertical alignment and 1.0-foot plus or minus of horizontal alignment.. A minimum of three feet of cover shall be provided over pipe and not establishing new high points not shown on the drawings. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a March Funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor shall cease operations and notify Engineer to discuss options prior to proceeding.

Reaming: Upon completion of successful pilot hole, Contractor shall ream bore hole to a minimum of 25% greater than outside diameter of the drilling pipe. Contractor shall provide a swivel to the reaming assembly and pull section of the pipe to minimize torsional stress on the pull section.

Pull-Back: Upon completion of successful reaming of pilot hole to the required diameter, contractor will pull the pipe through the bore hole. Once pull-back operations have commenced,

they shall continue without interruption until pipe is completely pulled in the bore hole. In the event the pipe becomes stuck, Contractor shall cease pulling operations to allow any potential hydro-lock to subside prior to commencing pulling operations. If pipe remains stuck Contractor shall contact Engineer to discuss options prior to commencing work.

Test Pit: Contractor shall provide one test pit for every 500 linear feet of directional drilled pipe to verify horizontal and vertical alignment, or at least one per drilled section, should such be requested by the Engineer. Engineer may order additional test pits should a test pit reveal pipeline installation is not in compliance with the Contract Documents at no additional cost to the State. Such sections that are found to not be in compliance with the Contract Documents shall be replaced at no additional cost to the State.

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.

Directional Boring and the 3-inch diameter HDPE Force Main pipe will be measured per horizontal linear foot from end to end of actual bore.

907-263.05--Basis of Payment. 3-inch Diameter HDPE Force Main Pipe, SDR 17,, 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, equipment, testing, structural excavation, backfill, and all incidentals necessary to complete the work.

Directional Bore, 3-inch Diameter HDPE Force Main Pipe, SDR 17, 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, equipment, testing, excavation, backfill, and all incidentals necessary to complete the work..

Payment will be made under:

907-263-A:	3-inch Diameter HDPE Force Main Pipe, SDR 17	- per linear foot
907-263-B:	Directional Bore, 3-inch HDPE Force Main Pipe, SDR 17	- per linear foot

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 specificed 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 Class	Lot Average	Individual Test
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:

Lot Average	Individual Test
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. 907-501-3 **CODE: (SP)**

DATE: 08/31/2007

SUBJECT: Price Adjustment For Thickness

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

907-501-05.1--General. Delete pay item nos. 501-A, 501-B & 501-C on page 326 and substitute the following.

907-501-A: ___" Reinforced Cement Concrete Pavement, _____ Finish - per square yard

907-501-B: ___" Plain Cement Concrete Pavement, _____ Finish - per square yard

907-501-C: ___" Continuously Reinforced Cement Concrete Pavement, _____ Finish - per square yard

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

Thickness Deficiency Inches	Proportional Part of Contract Price Allowed
0.0, 0.1, 0.2	100 percent
0.3	80 percent
0.4	72 percent
0.5	68 percent
0.6, 0.7, 0.8	57 percent
0.9, l.0	50 percent

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. 907-608-7 **CODE: (SP)**

DATE: 09/22/2009

SUBJECT: Stamped and Colored Concrete Sidewalk

Section 608, Concrete Sidewalks, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applcable to Stamped And Colored Concrete Sidewalks Only.

907-608.01--Description. The work covered under this special provision consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the Stamped and/or Colored Concrete Sidewalk operations.

The extent of colored and imprinted sidewalk locations are shown on the drawings. These locations are generally limited to all proposed concrete traffic islands and concrete median end noses.

The Contractor is responsible for notes on the drawings which call attention to particular requirements or conditions. The fact that these requirements or conditions are not called out in the specifications does not relieve the Contractor of responsibility for these requirements or conditions.

907.608.01.1--Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of stamped and colored concrete sidewalk paving systems.

907-608.02--Materials. After the last paragraph of Subsection 608.02 on page 608-1, add the following:

Colored concrete materials and imprinting tool release agents shall meet the following requirements.

A. Coloring Agents: Contractor may elect to color the concrete integrally with a mineral oxide color, or may apply dry-shake of a manufactured pre-blended mixture of mineral oxide pigment and Portland cement to the surface of the freshly poured concrete.

   Colors for Colored and Imprinted Concrete shall be selected by the Engineer from Standard or Designer color charts.

B. Curing and Finishing Material: Contractor a color–matched curing and finishing material. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.

C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.

D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a 4" x 8" brick running bond pattern, with a 4" x 8" matching soldier course border used along the perimeter of all proposed concrete traffic islands and median end noses. Refer to the drawings for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square panel, separate from proposed traffic island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent panels may be required, if finish, imprint quality, or color are unacceptable to the Engineer. The Contractor shall remove unaccepted panels immediately from site. Accepted panel shall remain until all colored concrete traffic islands and median end noses have been completed by the Contractor, at which time the Contractor shall remove the panel from the site.

907-608.03.4--Handling, Measuring, Proportioning, and Mixing Materials. After the first paragraph of Subsection 608.03.4 on page 608-1, add the following:

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

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

907-608.03.4--Protection and Curing. After the second paragraph of Subsection 608.03.7 on page 608-2, add the following:

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

907-608.04--Method of Measurement. After the last paragraph of Subsection 608.04 on page 608-3, add the following:

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

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

907-608.05--Basis of Payment. After the first paragraph of Subsection 608.05 on page 608-3, add the following:

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

Stamped and/or Colored Concrete Sidewalk will be paid for at the contract unit price of square foot, which shall be full compensation for completing the work.

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

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

907-608-D: __*__ Concrete Sidewalk - per square foot

* Sidewalk may be stamped, or stamped and colored

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

SPECIAL PROVISION NO. 907-681-2 **CODE: (IS)**

DATE: 12/02/2004

SUBJECT: Submittal Data

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-682-11 **CODE: (SP)**

DATE: 08/07/2009

SUBJECT: Roadway Lighting System

PROJECT: STP/IM-0059-01(106) / 105568301 & 302 – Pearl River County

Section 682, Electrical Distribution System, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-682.03.3--Pull Boxes and Junction Box. After the last sentence of Subsection 682.03.3 on page 572, add following:

The junction box shall be encased in Class 'B' concrete as indicated on the plans.

907-682.04--Method of Measurement. After Subsection 682.04.2 on page 572, add the following:

907-682.04.3--Underground Junction Box. Underground junction box with concrete pad shall be measured as a unit quantity per each.

907-682.05--Basis of Payment. Add the following to the list of pay items on page 573.

907-682-E: Underground Junction Box With Concrete Pad - per each

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

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 l65°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 (C_3A) 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 (C_3A) 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 (≤ 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. 907-711-4 **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 ±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 place 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 alkalies 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:

% RNV = CCE x (% passing #10 mesh + % 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 that 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.

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

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

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

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

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

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

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.

Site Improvements to the Welcome Center on I-59 near the Louisiana State Line, known as Federal Aid Project No. STP/IM-0059-01(106) / 105568301 & 302, in the County of Pearl River, 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-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXXX	XXX		
0020	202-A001		1	Lump Sum	Removal of Obstructions	XXXXXXXX	XXX		
0030	202-B017		367	Linear Feet	Removal of Concrete Combination Curb & Gutter				
0040	202-B035		337	Square Yard	Removal of Concrete Sidewalk				
0050	202-B042		2	Each	Removal of Flared End Section, All Sizes				
0060	202-B057		9	Each	Removal of Inlets, All Sizes				
0070	202-B060		28	Each	Removal of Low Mast Lighting Assembly				
0080	202-B061		28	Each	Removal of Low Mast Lighting Foundation				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	202-B064		781	Linear Feet	Removal of Pipe, 8" And Above				
0100	202-B076		1,123	Linear Feet	Removal of Traffic Stripe				
0110	202-B078		35	Square Yard	Removal of Pavement, All Types and Depths				
0120	202-B101		130	Linear Feet	Removal of Integral Curb				
0130	203-A003	(E)	155	Cubic Yard	Unclassified Excavation, FM, AH				
0140	203-G003	(E)	50	Cubic Yard	Excess Excavation, FM, AH				
0150	206-A001	(S)	491	Cubic Yard	Structure Excavation				
0160	211-D001	(E)	76	Cubic Yard	Topsoil for Plant Pits, Contractor Furnished				
0170	212-A001		400	Square Yard	Light Ground Preparation				
0180	212-B001		875	Square Yard	Standard Ground Preparation				
0190	213-B001		1	Ton	Combination Fertilizer, 13-13-13				
0200	216-B004		400	Square Yard	Solid Sodding, Bermuda				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	220-A001		1	Acre	Insect Pest Control	30.	00	30.	00
0220	233-A001		77	Cubic Yard	Tree Bark Mulch, Type I				
0230	234-A001		500	Linear Feet	Temporary Silt Fence				
0240	235-A001		45	Bale	Temporary Erosion Checks				
0250	501-D001		333	Linear Feet	Expansion Joints, With Dowels				
0260	503-C007		835	Linear Feet	Saw Cut, Full Depth				
0270	602-A001	(S)	2,283	Pounds	Reinforcing Steel				
0280	603-CA088	(S)	324	Linear Feet	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets				
0290	603-CA089	(S)	438	Linear Feet	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets				
0300	603-CB001	(S)	1	Each	18" Reinforced Concrete End Section				
0310	604-A001		955	Pounds	Castings				
0320	604-B001		200	Pounds	Gratings				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0330	608-B001	(S)	185	Square Yard	Concrete Sidewalk, With Reinforcement				
0340	609-C001	(S)	1,015	Linear Feet	Concrete Curb, Integral, Type 1				
0350	619-D4001		58	Square Feet	Directional Signs				
0360	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0370	628-O001		1,050	Linear Feet	High Performance Cold Plastic Detail Stripe, White				
0380	628-P001		81	Square Feet	High Performance Cold Plastic Legend, White				
0390	628-P002		30	Linear Feet	High Performance Cold Plastic Legend, White				
0400	682-A027		140	Linear Feet	Underground Branch Circuit, AWG 4, 5 Conductor				
0410	682-A031		4,740	Linear Feet	Underground Branch Circuit, AWG 6, 3 Conductor				
0420	682-B031		265	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor				
0430	682-F001		1	Each	Secondary Power Controllers				
0440	683-B004		19	Each	Lighting Assembly, Low Mast, Type 30-1-12-400				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0450	683-B164		13	Each	Lighting Assembly, Low Mast, Type 13-1-0-150				
0460	684-A003		35	Cubic Yard	Pole Foundation, 24" Diameter				
0470	684-B003		150	Linear Feet	Slip Casing, 24" Diameter				
0480	699-A001		1	Lump Sum	Roadway Construction Stakes	XXXXXXXX	XXX		
0490	907-213-A001		3	Ton	Agricultural Limestone				
0500	907-225-A001		1	Acre	Grassing				
0510	907-230-A011		60	Each	Shrub Planting, Dwarf Yaupon Holly				
0520	907-230-A016		354	Each	Shrub Planting, Lantana New Gold				
0530	907-230-A023		855	Each	Shrub Planting, Stella De Oro Daylily				
0540	907-230-A044		657	Each	Shrub Planting, Parsons Juniper				
0550	907-230-A047		99	Each	Shrub Planting, Dwarf Palmetto				
0560	907-230-A068		1,228	Each	Shrub Planting, Evergreen Giant Liriope				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0570	907-230-A071		98	Each	Shrub Planting, Knock Rose				
0580	907-230-A076		182	Each	Shrub Planting, Muhly Grass				
0590	907-230-B007		12	Each	Tree Planting, Natchez Crape Myrtle				
0600	907-230-B025		5	Each	Tree Planting, Foster's Holly				
0610	907-230-B081		8	Each	Tree Planting, Autumn Blaze Red Maple				
0620	907-242-A011		1	Lump Sum	Installation of Picnic Shelter	XXXXXXXX	XXX		
0630	907-258-D001		5	Each	Wooden Picnic Table and Benches				
0640	907-258-E001		5	Each	Trash Receptacle				
0650	907-258-I001		1	Each	Sign, Masonry and Stone				
0660	907-259-A001		1	Each	Lighting Assembly, Nonlighted Bollard				
0670	907-259-B001		4	Each	Lighting Assembly, Bollards				
0680	907-259-C001		2	Each	Lighting Assembly, Flag Pole Lighting				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0690	907-259-D001		3	Each	Lighting Assembly, Sign Lighting				
0700	907-259-F001		1	Each	Weatherproof GFCI Receptacle				
0710	907-260-A002		1	Lump Sum	Lift Station	XXXXXXXX	XXX		
0720	907-263-A006	(S)	2,280	Linear Feet	3" Diameter HDPE Force Main Pipe, SDR 17				
0730	907-263-B001	(S)	440	Linear Feet	Directional Bore, 3" Diameter HDPE Force Main Pipe, SDR 17				
0740	907-304-H001	(GY)	250	Cubic Yard	Size 825 Crushed Stone Base, LVM				
0750	907-403-A007	(BA1)	400	Ton	Hot Mix Asphalt, MT, 19-mm mixture				
0760	907-403-A010	(BA1)	10	Ton	Hot Mix Asphalt, MT, 9.5-mm mixture				
0770	907-501-B002	(C)	1,590	Square Yard	8" Plain Cement Concrete Pavement, Broom Finish				
0780	907-601-B003	(S)	29	Cubic Yard	Class "B" Structural Concrete, Minor Structures				
0790	907-607-PP009		2	Each	Gate, Tubular Steel, Per Plans				
0800	907-608-C001	(S)	371	Square Yard	Colored Concrete Sidewalk				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0810	907-611-PP003	(S)	98	Square Feet	Detectable Warning, Per Plans				
0820	907-626-G001		477	Linear Feet	Thermoplastic Detail Stripe, Blue-ADA				
0830	907-626-G004		55	Linear Feet	Thermoplastic Detail Stripe, White				
0840	907-626-H002		4	Each	Thermoplastic Legend, Blue-ADA Handicap Symbol				
0850	907-626-H004		100	Linear Feet	Thermoplastic Legend, White				
0860	907-682-E001		19	Each	Underground Junction Box With Concrete Pad				

*** 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).

	Project No.	County		Project No.	County
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. _____	_____ _____	_____ _____	_____ _____	_____ _____	

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/IM-0059-01(106) / 105568301 & 302**,

in **Pearl River** 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/IM-0059-01(106) / 105568301 & 302**,

in **Pearl River** 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/IM-0059-01(106) / 105568301 & 302**

LOCATED IN THE COUNTY(IES) OF **Pearl River**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

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

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

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

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

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

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

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

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

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

_____
Contractor (s)

By _____ MISSISSIPPI TRANSPORTATION COMMISSION

Title _____ By _____
Signed and sealed in the presence of: Executive Director
(names and addresses of witnesses)

_____ _____
Secretary to the Commission

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

Revised 8/06/2003

S E C T I O N 9 0 3

CONTRACT BOND FOR: **STP/IM-0059-01(106) / 105568301 & 302**

LOCATED IN THE COUNTY(IES) OF: **Pearl River**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____,

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

_____

($_____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

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

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

_____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

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

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

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	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 **Site Improvements to the Welcome Center on I-59 near the Louisiana State Line, known as Federal Aid Project No. STP/IM-0059-01(106) / 105568301 & 302, in the County of Pearl River, 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)

_____ By: _____
(Witness) (Name) (Title)

_____
(Surety) (Seal)

_____ By: _____
(Witness) (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.

OCR-485
REV. 3/08

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: **STP/IM-0059-01(106) / 105568301 & 302**

County: **Pearl River**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

Firm Name: ______________________________
Contact Name/Title: ______________________________
Firm Mailing Address______________________________
Phone Number: ______________________________
_____ DBE Firm _____ Non-DBE Firm

____
SUBMITTED BY (Signature)

____
FIRM NAME

Submit this form to **Contract Administration as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.