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14 -



SM No. CMDA112500031

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(STATE DELEGATED)

14

Reconstruction of SR 607 to 4-Lanes from Texas Flat Road to I-59, known as State Project Nos. MDA-1125-00(003) / 105425301 & 302 in Hancock and Pearl River Counties.

Project Completion: June 30, 2015

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 have been entered **into Expedite Bid** in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- | _____ **Expedite bid** 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 **Expedite** 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. A bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.
- _____ 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 **MDOT flash drive with completed EBS file**, 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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- 907-617-2: Right-of-Way Markings
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SECTION 905 - PROPOSAL, PROPOSAL BID ITEMS

COMBINATION BID PROPOSAL

STATE BOARD OF CONTRACTORS REQUIREMENTS

STATE CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION

SECTION 902- CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS

PILE DRIVING FORM

(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 10:00 o'clock A.M., Tuesday, April 23, 2013, and shortly thereafter publicly opened on the Sixth Floor for:

Reconstruction of SR 607 to 4-Lanes from Texas Flat Road to I-59, known as State Project Nos. MDA-1125-00(003) / 105425301 & 302 in Hancock and Pearl River Counties.

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

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

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

Bid proposals must be purchased online at <https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at plans@mdot.state.ms.us. Plans will be shipped upon receipt of payment. Cash or checks will not be accepted as payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, 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.

MELINDA L. MCGRATH
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. 5

CODE: (IS)

DATE: 05/05/2004

SUBJECT: Procedure for Converting from Two Lane Two Way Operation (TLTWO)

The procedure, as a minimum, for switching traffic from a TLTWO to a Divided Four Lane Operation will be as follows:

1. The District will furnish, to local newspapers and/or radio, announcements advising the traveling public of anticipated traffic changes.
2. The Contractor shall place and cover one way signs at all crossroads in accordance with the traffic control plan.
3. Once traffic is switched from the TLTWO to Divided Four Lane Operation, the Contractor shall uncover the one way signs at the crossroads, remove the no passing stripe and stripe over the skip yellow centerline with skip white and stripe over the median white edge stripe with yellow edge stripe.

The Contractor shall have on the project, prior to switching the traffic, all materials and equipment necessary to remove the no passing stripe and to place the temporary one way pavement markings. The Contractor shall remain on the project until all removal and re-striping are complete.

Removal of temporary or existing no passing stripe, as the case may be, shall be in accordance with Section 619 which states in part:

“All temporary pavement markings placed and measured for payment under this section shall include any required removal. Removal of all temporary stripe will not be measured for separate payment.

Existing pavement markings conflicting with temporary markings shall be removed. Removal of such materials (paint, tape, marker, etc.) will be measured and payment made under Section 202. When measuring removal of pavement markings for payment, the skips will not be included in the measurement.”

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

DATE: 04/28/2006

SUBJECT: Payroll Requirements

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

| DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ”” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “= ” to “≤ ”.

- 278 404.04 In the second sentence, change the subsection from “401.04” to “403.04”.
- 283 409.02.2 Change “PG 64-22” to “PG 67-22”.
- 294 413.02 In the first sentence of the second paragraph, change “707.02.1.3” to “Subsection 707.02.1.3”.
- 340 511.04 In the second sentence of the second paragraph, change “412” to “512”.
- 349 601.03.3 In the first sentence, change “804.03.2” to “804.03.5”.
- 355 603.02 Change the subsection reference for Joint mortar from “707.03” to “714.11”.
- 369 604.04 In the first sentence, change “601.04” to “Subsection 601.04”.
- 427 619.04 Delete the second paragraph.
- 442 625.04 In the third paragraph, change “626.04” to “Subsection 626.04”.
- 444 626.03.1.2 Delete the third sentence of the first paragraph.
- 464 631.02 Change the subsection reference for Water from “714.01.0” to “714.01.1”.
- 570 682.03 Change the subsection number from “682-03” to “682.03”.
- 575 683.10.4 Change the subsection number from “683.10.4” to “683.04”.
- 575 683.10.5 Change the subsection number from “683.10.5” to “683.05”.
- 596 701.02 In the table under the column titled “Cementations material required”, change Class F, FA” to “Class F FA,”.
- 603 702.11 In the first sentence, change “702.12” to “Subsection 702.12”.
- 612 703.04.2 In the fifth paragraph, delete “Subsection 703.11 and”.
- 616 703.07.2 In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.

- 618 703.13.1 In the first sentence of the first paragraph, change “703.09” to “703.06”.
- 618 703.13.2 In the first sentence, change “703.09” to “703.06”.
- 671 712.06.2.2 In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
- 689 714.11.2 In the first sentence, change “412” to “512”.
- 709 715.09.5 In the first sentence of the first paragraph, change “guage” to “gauge”.
- 717 717.02.3.4 In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
- 741 720.05.2.2 In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
- 827 803.03.2.3.7.5.2 In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
- 833 803.03.2.6 In the first sentence, change “803.03.7” to “803.03.2.5”.
- 854 804.02.11 In the last sentence of the first paragraph, change “automatically” to “automatic”.
- 859 804.02.13.1.3 In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
- 879 804.03.19.3.2 In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
- 879 804.03.19.3.2 In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
- 962 814.02.3 In the first sentence, change “710.03” to “Subsection 710.03”.
- 976 820.03.2.1 In the first sentence, change “803.02.6” to “803.03.1.7”.
- 976 820.03.2.2 In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
- 985 Index Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

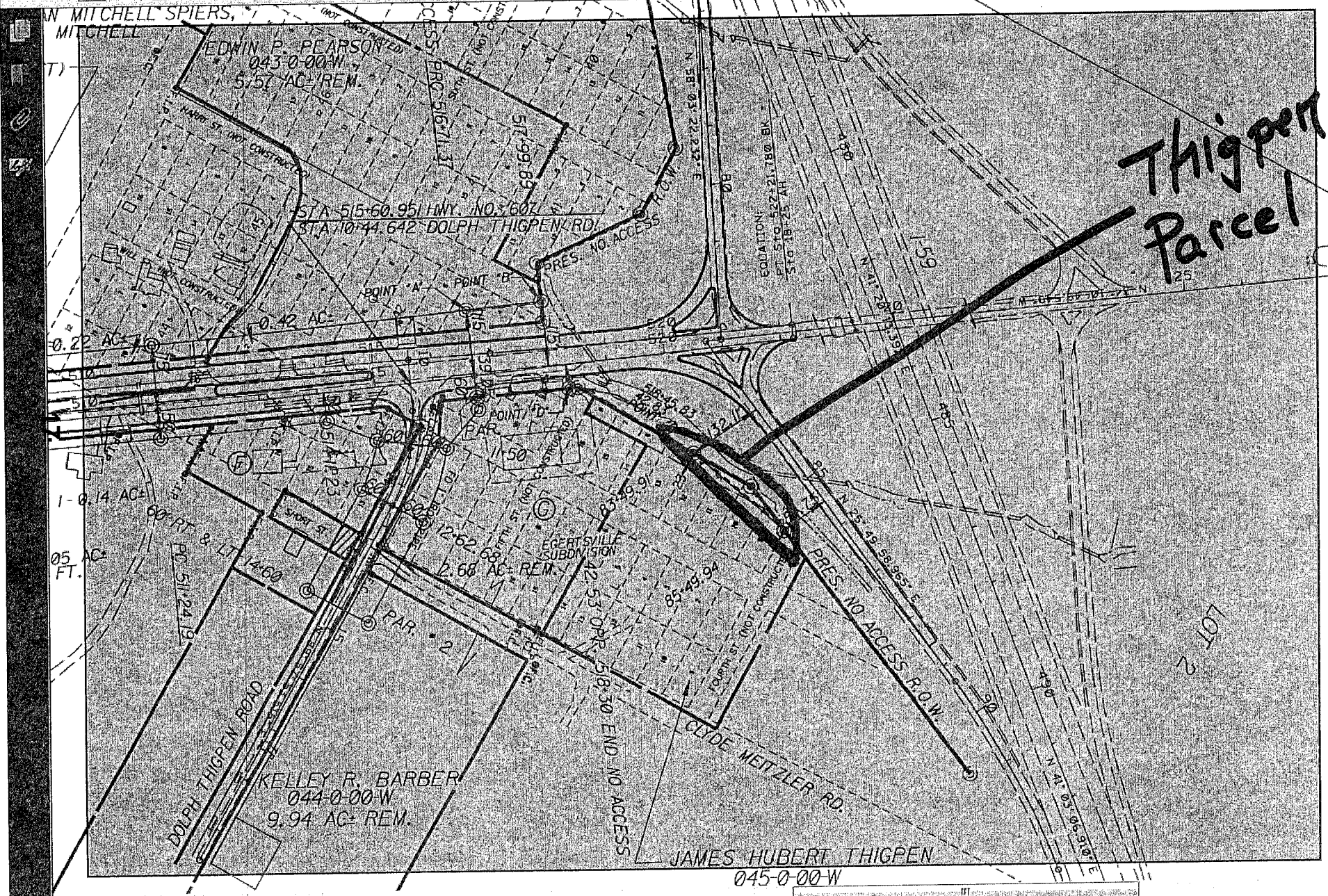
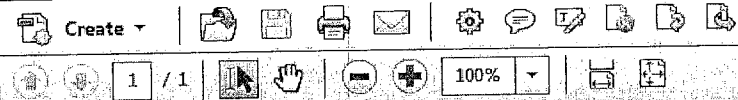
In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

STATUS OF RIGHT-OF-WAY
MDA-1125-00(003)
105425/301000 & 105425/302000
SR 607
Hancock & Pearl River County

March 12, 2013

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

Parcel 045-0-00 W, James Thigpen, has not been acquired. The closing of the transaction on this parcel has been delayed in order to obtain a partial release from a lender. This parcel is expected to be acquired by May 15, 2013. The parcel is identified on the attached drawing.



ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

MDA-1125-00(003)

105425-301000

Hancock County

February 21, 2013

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 are no buildings in the contract to be removed.

STATUS OF POTENTIALLY CONTAMINATED SITES

MDA-1125-00(003)

105425-301000

Hancock County

February 21, 2013

This project has been inspected and there was no visible indication of potentially contaminated sites within the proposed right of way.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

MDA-1125-00(003)

105425-302000

Pearl River County

February 21, 2013

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 are no buildings in the contract to be removed.

STATUS OF POTENTIALLY CONTAMINATED SITES

MDA-1125-00(003)

105425-302000

Pearl River County

February 21, 2013

This project has been inspected and there was no visible indication of potentially contaminated sites within the proposed right of way.

UTILITY STATUS REPORT

MDA-1125-00(003)

105425301 & 302

HANCOCK AND PEARL RIVER COUNTY(IES)

February 13, 2013

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

ENCROACHMENT CERTIFICATION

MDA-1125-00(003)

105425301 & 302

HANCOCK AND PEARL RIVER COUNTY(IES)

February 14, 2013

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2417

CODE: (SP)

DATE: 02/19/2009

SUBJECT: Open Burning - Restrictions On Ozone Action Days

In response to Mississippi Department of Environmental Quality (MDEQ) concern of the air quality (ground-level ozone) in Hancock County, the Department of Transportation agreed to place certain restrictions on open burning of land-clearing debris.

The Contractor is advised that no open burning of land-clearing debris will be permitted to begin during ozone action days as designated by MDEQ. An ozone action day is defined as a 24-hour period when the ozone concentration reaches an unacceptable pre-determined level. Usually, an ozone action day has a duration of one (1) day. It is estimated that 3 to 15 ozone action days could occur from April through October.

During open burning operations, each day the Project Engineer will check the 1, 2, and 3-day ozone forecasts made available by MDEQ on their web site, www.deq.state.ms.us, and will e-mail or FAX the forecasts to the Contractor. The Contractor shall provide the Project Engineer sufficient time to monitor the ozone forecasts prior to commencing any open burning operation. The Contractor can not begin open burning until the forecast for the next three (3) days are non-ozone action days. However, when the Contractor is permitted to begin open burning, that day's burning shall continue regardless of the ozone forecasts when checked the following day. For example, if the Project Engineer on Monday A.M. checks the forecasts and finds that Monday, Tuesday and Wednesday are non-ozone action days, the Contractor may begin open burning. If the Project Engineer checks the forecasts on Tuesday and finds that Wednesday has been designated as an ozone action day, the open burning that was started on Monday may continue, but the Contractor can not begin any new burning until the next 3-day forecasts indicate non-ozone action days.

All the provisions of Subsection 107.22.2 of the Standard Specifications shall apply.

Restrictions as set forth herein will not be a basis for additional time units and/or compensation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2818

CODE: (SP)

DATE: 10/01/2009

SUBJECT: Non-Quality Control / Quality Assurance Concrete

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

<u>Pay Item</u>	<u>Description</u>
221	Paved Ditches
601	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. 2937

CODE: (SP)

DATE: 01/11/2010

SUBJECT: Reduced Speed Limit Signs

Bidders are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3039

CODE: (SP)

DATE: 03/23/2010

SUBJECT: Alternate Asphalt Mixture Bid Items

Bidders are advised that the asphalt mixture used on this project will be bid as an alternate pay item: Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA). Bidders must select one of the alternates at the time of bid. **The Contractor must use the selected asphalt mixture, HMA or WMA, throughout the entire project.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3131

CODE: (SP)

DATE: 06/24/2010

SUBJECT: Temporary Traffic Paint

Bidders are hereby advised that the temporary traffic paint for this project can be waterborne paint as specified in the 2004 Mississippi Standard Specifications For Road and Bridge Construction or fast dry solvent traffic paint meeting the requirements set out in 907-710-1 (Fast Dry Solvent Traffic Paint).

Payment for all temporary traffic paint shall be paid under the appropriate 619 pay items.

When using fast dry solvent traffic stripe, no paint can be sprayed or placed on the ground during set-up or clean-up.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3242

CODE: (SP)

DATE: 09/21/2010

SUBJECT: Warm Mix Asphalt

Bidders are advised that MDOT approved products and processes for the production of Warm Mix Asphalt is available at the following MDOT website.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3581

CODE: (SP)

DATE: 6/10/2011

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

PROJECT: MDA-1125-00(003) / 105425301 & 302 – Hancock and Pearl River Counties

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

The Department has acquired Certificate of Permit Coverage [MSR-106349](#) under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water [Large](#) Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LCNOI), 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 Forms.

Failure of the bidder to execute and file the completed Prime Contractor Certification Forms shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification Forms 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 has the primary responsibility for meeting all permit terms including, but not limited to, the inspection and reporting requirements. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor shall make inspections in accordance with condition No. S-4, page [22](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the inspection form is provided with the packet. The weekly inspections must be documented monthly on the Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs

Upon successful completion of all permanent erosion and sediment controls, accepted and documented by the full maintenance release, the Construction Division shall submit a completed [Request for Termination \(RFT\)](#) of Coverage to the Office of Pollution Control.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3612

CODE: (SP)

DATE: 08/10/2011

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- **THE AREA HAS BEEN GRASSED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily grassed until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3655

CODE: (SP)

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or 3/4-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of 3/4-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

Bidders are advised that monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15th of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will be acknowledged by the Bidder and become part of the contract during the execution process.

Monthly Petroleum Products Base Prices can be viewed at:

<http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3980

CODE: (SP)

DATE: 07/25/2012

SUBJECT: Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the www.gomdot.com current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on Monday prior to the letting on Tuesday. Answers to questions will be posted by 6:00 p.m. on Monday prior to the letting on Tuesday. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4084

CODE: (SP)

DATE: 08/29/2012

SUBJECT: Stay-In-Place Metal Forms

Bidders are advised that any reference in the plans or contract documents to the non-use of Stay-In-Place metal forms shall be disregarded. The Contractor will be allowed to use Stay-In-Place metal forms meeting the requirements of Subsection 907-804.03.14.2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4085

CODE: (SP)

DATE: 08/28/2012

SUBJECT: Temporary Steel Bracing

Bidders are advised that temporary steel bracing will be required when beams are to be placed over railroads and roadways. The detail sheet with requirements for temporary beam bracing can be downloaded or viewed at the below ftp site.

<http://ftp.mdot.state.ms.us/ftp/Bridge/Bracing>

SUPPLEMENT TO NOTICE TO BIDDERS NO. 4121

DATE: 09/19/2012

The contract goal is 10 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 at:

<http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx>

Bid tabulations are usually posted by 3:00 pm on Letting Day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4121

CODE: (SP)

DATE: 09/18/2012

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN SPECIAL FUNDED PROJECTS

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference, except approvals and concurrences by the Federal Highway Administration is not applicable to this contract since it is not financed in whole or in part with Federal Funds.

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 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 these 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. 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 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.

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 [Office of Civil Rights](#) 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 [OFFICE OF CIVIL RIGHTS](#)

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.
- (9) whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) whether the bidder has a statement of why an agreement was not reached.

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

The bidder hereby gives assurance that a good faith effort has been made to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

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 certified at the time the project is let 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 let, 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:

- (1) 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.
- (2) 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.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

- (4) 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.
- (5) 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.
- (6) 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 sixty percent (60%) 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.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

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.

PREBID MEETING

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.

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 Prime 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. The joint venturer must submit a Joint Venture Eligibility Form provided by the Mississippi Department of Transportation.
- (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 Prime 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 condition:

- (1) Bidder must submit to the [Office of Civil Rights](#) 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 that adequate good faith efforts have been made to meet the contract goal. [For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at \(601\) 359-7466.](#)
- (2) Bidder must submit 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. [Form OCR-485 must be signed and submitted with the bid 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.

DEFAULT

In the event the Contractor defaults on this project and the Surety Company is called upon to complete the contract, the DBEs named on the original OCR-481 forms must be given the opportunity to perform the work subcontracted to them by the original Contractor unless the DBE requests, in writing, to be released. The DBE commitment percentage entered on the last bid sheet of the proposal shall remain in force as a provision of the contract, but only the contract goal established by MDOT in this proposal must be met or exceeded to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

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

be returned with the Permission to Subcontract forms (CAD-720 or CAD-725).

SANCTIONS

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

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal
- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4189

CODE: (SP)

DATE: 11/08/2012

SUBJECT: Rumble Stripe

Bidders are hereby advised that when edge lines are placed over rumble strips, the pavement marking stripe must be applied using the atomization/spray method instead of extrusion / ribbon method. To ensure the proper alignment of the rumble stripes, the Contractor will be required to place a layout line to be followed during installation of the edge lines over the rumble strips.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

DATE: 11/29/2012

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".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4223

CODE: (SP)

DATE: 2/14/2013

SUBJECT: Contract Time

PROJECT: MDA-1125-00(003) / 105425301 & 302 – Hancock and Pearl River Counties

The calendar date for completion of work to be performed by the Contractor for this project shall be **June 30, 2015** which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than **May 14, 2013** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **July 15, 2013**.

Should the Contractor request a Notice to Proceed earlier than **July 15, 2013** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date. If an erosion control plan is required, the Contractor's erosion control plan will have to be approved prior to issuing an early Notice to Proceed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4224

DATE: 3/15/2013

SUBJECT: Specialty Items

PROJECT: MDA-1125-00(003) / 105425301 & MDA-1125-00(003) / 105425302 - Pearl River & Hancock Counties

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

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0180	213-C001	Superphosphate
0190	216-A001	Solid Sodding
0200	217-A001	Ditch Liner
0210	219-A001	Watering
0220	220-A001	Insect Pest Control
0240	223-A001	Mowing
0970	907-225-A001	Grassing
0980	907-225-B001	Agricultural Limestone
0990	907-225-C001	Mulch, Vegetative Mulch
1000	907-226-A001	Temporary Grassing

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0510	606-B001	Guard Rail, Class A, Type 1
0520	606-D001	Guard Rail, Bridge End Section, Type A
0530	606-D012	Guard Rail, Bridge End Section, Type I
0540	606-E002	Guard Rail, Terminal End Section, Flared
0550	606-E003	Guard Rail, Terminal End Section, Non-Flared

CATEGORY: RIPRAP, MAILBOXES

Line No	Pay Item	Description
1230	907-631-B001	Flowable Fill, Non-Excavatable

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0810	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0820	627-K001	Red-Clear Reflective High Performance Raised Markers
0830	627-L001	Two-Way Yellow Reflective High Performance Raised Markers
1140	907-626-A003	6" Thermoplastic Traffic Stripe, Skip White
1150	907-626-B003	6" Thermoplastic Traffic Stripe, Continuous White
1160	907-626-C003	6" Thermoplastic Double Drop Edge Stripe, Continuous White

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
1170	907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow
1180	907-626-F003	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
1190	907-626-G004	Thermoplastic Detail Stripe, White
1200	907-626-G005	Thermoplastic Detail Stripe, Yellow
1210	907-626-H004	Thermoplastic Legend, White
1220	907-626-H005	Thermoplastic Legend, White

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
1240	907-699-A002	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0840	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0850	630-A002	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0860	630-C001	Steel U-Section Posts, 2.0 lb/ft
0870	630-C003	Steel U-Section Posts, 3.0 lb/ft
0880	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0890	630-F001	Delineators, Guard Rail, White
0900	630-F002	Delineators, Guard Rail, Yellow
0910	630-F003	Delineators, Flexible Post Mounted, Crossover, Type I, Green
0920	630-F004	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
0930	630-K001	Welded & Seamless Steel Pipe Posts, 3"

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0630	619-A1001	Temporary Traffic Stripe, Continuous White
0640	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0650	619-A5001	Temporary Traffic Stripe, Detail
0660	619-A6001	Temporary Traffic Stripe, Legend
0670	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0680	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0690	619-E1001	Flashing Arrow Panel, Type C
0700	619-F1001	Concrete Median Barrier, Precast
0710	619-F3004	Delineators, Guard Rail, White
0720	619-G4001	Barricades, Type III, Single Faced
0730	619-G4005	Barricades, Type III, Double Faced
0740	619-G5001	Free Standing Plastic Drums
0750	619-G7001	Warning Lights, Type "B"
0760	619-J1002	Impact Attenuator, 50 MPH
0770	619-J2004	Impact Attenuator, 50 MPH Replacement Package
0780	619-K2002	Installation and Removal of Guard Rail, Type I Bridge End Section

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0790	619-K4001	Installation and Removal of Guardrail, Terminal End Section
1120	907-619-E3001	Changeable Message Sign

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4225

CODE (SP)

DATE: 2/22/2013

SUBJECT: Placement of Fill Material in Federally Regulated Areas

PROJECT: MDA-1125-00(003) / 105425301 & 302 – Hancock and Pearl River Counties

A Permit (404, General, Nationwide, etc.) for placing fill material federally regulated sites is required.

The Department has acquired the following permit for permanently filling at regulated sites that are identified during project development:

**General Permit No. 46(Wetland & Waters of the U.S., & Channel Assessments) – All Sites
(ID No. MVK-2013-93) as listed in tables of permit.**

Copies of said permit(s) are on file with the Department.

Securing a permit(s) for the filling of any other regulated site, the purpose of which is temporary construction for the convenience of the Contractor, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4226

CODE: (SP)

DATE: 2/14/2013

SUBJECT: Stennis Land Use

PROJECT: MDA-1125-00(003) / 105425301 & 302 – Hancock and Pearl River Counties

Bidders are hereby advised that the following items are the requirements that govern structures within the Stennis Space Center buffer zone:

The requester's package must demonstrate:

- a. An ownership interest in the land upon which the structure is to be located; and,
- b. A clear statement of the purpose of the structure, as well as adequate justification of why it is required to be located within the Buffer Zone; and,
- c. A termination and/or structure removal date not to exceed 3 years from the consent agreement's effective date; and
- d. Written confirmation the structure will not be used for habitation, occupancy outside of specified working hours, or overnight accommodations.

If the request is determined to meet the criteria of A or B above, a structure consistent with one of the categories below may be approved:

(1) Enclosed Building:

- The building is a single level; and
- Skid or wheel mounted; and
- No larger than 250 square feet; and
- No plumbing or running water; and
- No furnishings or accommodations to support habitation, occupancy or overnight accommodations.

(2) Non-enclosed Building:

- Will not be fully enclosed (maximum of 3 ½ sides allowed) and will be engineered without the capacity to become fully enclosed [i.e. no retractable door or 4th side]; and
- No furnishings or accommodations to support habitation, occupancy or overnight accommodations.

A single person, portable restroom typical on a job site is allowable for either type of structure noted in (1) and (2).

The request shall be formally agreed upon by MDOT USA Corps of Engineers/NASA. The contact person for the Corps is

Wendy Janusheske
251-694-3676

Wanda.H.Janusheke@usace.army.mil

US Army Engineer District, Mobile
Attention: RE-C
P.O. Box 2288
Mobile AL 36628-0001

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4346

CODE: (SP)

DATE: 03/26/2012

SUBJECT: Project Sign

PROJECT: MDA-1125-00(003) / 105425301 & 302 -- Hancock and Pearl River Counties

Bidders are advised that this project will require a Project Sign which includes the following information.

- 1) Program Name (Grant Program)
- 2) Project Description
- 3) Name of Grant Recipient (City, Town or County)
- 4) Granting Agency (Governor, Mississippi Agency and Mississippi Development Authority, Executive Director)
- 5) Other officials as shown

The sign shall be erected prior to beginning any construction and remain in place for the duration of the project. The sign shall be placed at the beginning of the project. The sign shall be waterproof and shall have a red, white and blue background. The sign shall be four (4) feet by six (6) feet.

The following is a graphic example of how the sign should look.

Project Sign 4'x6'

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
(MDA-1125-00(003) / 105425301)
HIGHWAY 607 PROJECT
HANCOCK COUNTY BOARD OF SUPERVISORS



GOVERNOR PHIL BRYANT
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
Brent Christensen, Executive Director

MISSISSIPPI TRANSPORTATION COMMISSION
Mike Tagert: Northern District
Dick Hall: Central District
Tom King: Southern District

LISA COWAND, PRESIDENT
BOARD MEMBERS
Tony W. Ladner
Steve Seymour
Lisa Cowand
Kenny Hoda
David Yarborough

U.S. Department of Housing and Urban Development

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4347

CODE: (SP)

DATE: 02/13/2013

SUBJECT: Additional Contract Requirements

PROJECT: MDA-1125-00(003) / 105425301 & 302 -- Hancock and Pearl River Counties

Bidders are hereby advised of the following documents that shall be adhered to as a part of this contract:

- 1) Special Provisions and Regulations Stipulated By The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program
- 2) Federal Labor Standards Provisions
- 3) Wage Rates

Notice To Bidder No. 4347 -- Cont'd.

2

**SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. **Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. **Termination of Contract For Cause**

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Records**

The subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR 570.302 and 24 CFR 84.21-28, and Notice To Bidder No. 4347 -- Cont'd.
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. **Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy,

without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. **Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. **Confidential Findings**

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. **Third-Party Contracts**

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. **Excessive Force**

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. **Architectural Barriers Act and Americans with Disabilities**

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. **Environmental**

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the

purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a

conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq, which limits the political activity of employees.

40. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

41. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each 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 29 CFR Part 3;

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

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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.

4. Apprentices and Trainees.

(i) **Apprentices.** 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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General Decision Number: MS130171 01/04/2013 MS171

Superseded General Decision Number: MS20120171

State: Mississippi

Construction Type: Highway

County: Hancock County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013

* ELEC0903-003 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 23.60	12%+4.40

SUMS2008-132 09/04/2008		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25	0.00
LABORER: Common or General.....	\$ 8.00	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 11.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

OPERATOR: Crane.....	\$ 14.57	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.00
OPERATOR: Mechanic.....	\$ 12.04	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
OPERATOR: Tractor.....	\$ 7.25	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
OPERATOR: Loader.....	\$ 10.15	0.00
TRUCK DRIVER.....	\$ 9.63	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

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example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4419

CODE: (SP)

DATE: 3/18/2013

SUBJECT: Restricted Area

PROJECT: MDA-1125-00(003) / 105425301 & 302 -- Hancock and Pearl River Counties

Bidders are hereby advised that the Contractor shall not access northeast quadrant of the I-59 and SR 607 Interchange beginning approximately at Station 520+00 unto approximately Station 19+00 E.O.P. until **May 15, 2013**.

Upon written notification by the Engineer, the Contractor may be allowed earlier access without a penalty in the contract time.

No extension of time will be considered for this non-access unless restrictions extend beyond the above mentioned date.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4450

CODE: (SP)

DATE: 03/26/2012

SUBJECT: MDES Employment Plan Compliance

PROJECT: MDA-1125-00(003) / 105425301 & 302 -- Hancock and Pearl River Counties

Bidders are advised that this project requires compliance with Section 31-5-37, Miss. Code Ann. (1972 as amended). Compliance requires completion of the attached **Certified Employment Plan Form**. Failure to sign and include this form with your bid will result in the bid being considered irregular.

Bidders are further advised that the low bidder must within 10 days of bid opening execute the attached **Agreement Form** related to hiring practices.

Miss. Code Ann. § 31-5-37

MISSISSIPPI CODE of 1972

*** Current through the 2012 Regular Session ***

TITLE 31. PUBLIC BUSINESS, BONDS AND OBLIGATIONS
CHAPTER 5. PUBLIC WORKS CONTRACTS
IN GENERAL

Miss. Code Ann. § 31-5-37 (2012)

§ 31-5-37. Contractors submitting bids for public works projects utilizing specified funding required to submit employment plan with bid; contents of plan; review of individuals for vacant positions

(1) All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

(2) Contractors submitting bids for public works projects financed in whole or in part through the use of funds described in subsection (1) of this section shall submit with their bid an employment plan which shall include the following:

- (a) The types of jobs involved in the public works project;
- (b) The skill level of the jobs involved in the project;
- (c) Wage information on the jobs involved in the project;
- (d) The number of vacant positions that the contractor needs to fill;
- (e) How the contractor will recruit, low wage and unemployed individuals for job vacancies;
- (f) Such other information as may be required by the Mississippi Department of Employment Security; and
- (g) Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.

(3) When a contractor's bid is accepted, the contractor shall enter into an agreement with the entity that accepted the bid that requires the contractor not to hire any personnel to fill vacant positions necessary for the public works project for a period of ten (10) days after the date of the agreement. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. The contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department.

HISTORY: SOURCES: Laws, 2012, ch. 505, § 1, eff from and after passage (approved May 1, 2012.)

AGREEMENT

Hancock County, Mississippi
Highway 607 Project

Pursuant to the provisions of Mississippi Code of 1972, Section 31-5-37 (2012) which states:

“All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section”

The parties herein agree as follows:

1. REGISTRATION

Contractor must register with the Mississippi Department of Employment Security and must provide proof to the Grant Administrator of such registration.

2. CONTRACTOR’S CERTIFIED EMPLOYMENT PLAN

Contractor submitting bids for public works projects utilizing specified funding must submit an employment plan to the Mississippi Department of Employment Security and Grant Administrator via fax and/or email.

3. HIRING

If Contractor has no vacant positions in its workforce at the time of award of the contract, they must send a letter stating so.

If Contractor has VACANT positions that must be filled to complete the workforce for the project, the Contractor is required to place a job order with MDES for a list of qualified individuals for those vacant positions. Once the job order with MDES is opened, the Contractor will be required to ONLY hire MDES referred job applicants for the open positions for a period of 10 days. The Contractor is not prohibited from hiring any MDES referrals during this 10 day period and may hire such persons immediately. The Contractor must review all job applicants referred by MDES during this 10 day period. Documentation will be required on any hired individuals or lack of hired individuals if company does not hire.

Witness our signatures on this the _____ day of _____, 2013.

CONTRACTOR

MDOT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4451

CODE: (SP)

DATE: 03/26/2013

SUBJECT: Right to Audit

PROJECT: MDA-1125-00(003) / 105425301 & 302 -- Hancock and Pearl River Counties

Bidders are hereby advised that this project is funded with Community Development Block Grant (CDBG) funds made available by Hancock County. In conjunction therewith, Gouras & Associates has been designated as the County's Administrator and shall have access to any and all of the Contractor's records necessary to insure project compliance.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-8

DATE: 10/25/2012

SUBJECT: Bidding Requirements and Conditions

Delete Subsection 907-102.06 on page 1, and substitute the following.

907-102.06--Preparation of Proposal. Delete the first, fifth, sixth, and seventh paragraphs of Subsection 102.06 on pages 17 & 18, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website www.goMDOT.com. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Bid sheets generated by the Department's Electronic Bid System (Transport Expedite Bid) along with a completed proposal package (with all forms completed and signed) will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09. Bids submitted using any other form, format or means will result in an irregular bid. The bidder's bid data shall be saved on the MDOT-supplied USB Flash Drive and submitted with the bid. Failure to return the USB Flash Drive with bid data will result in an irregular bid.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.gomdot.com. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-102-8

CODE: (IS)

| DATE: 01/20/2011

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18 and substitute the following:

Bid sheets generated by the Department's Electronic Bid System (Transport Expedite Bid) along with a completed proposal package will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.gomdot.com.

If bidders submit Expedite Bid generated bid sheets, then the bid sheets included in the proposal should not be completed. The Expedite Bid generated bid sheets should be stapled together, signed and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the Expedite Bid generated bid sheets are completed and submitted, only the Expedite Bid generated sheets will be recognized and used for the official bid. The USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

907-102.08--Proposal Guaranty. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The [Mississippi agent](#) or [qualified nonresident agent](#) shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may [require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety\(ies\) loss of the ratings required above](#). Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change “bond” to “performance and payment bonds”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Disposal of Materials

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

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

SUBJECT: Control of Work

After Subsection 907-105.05 on page 1, add the following.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following:

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-105-6

CODE: (IS)

| DATE: 01/20/2011

| SUBJECT: Control of Work

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.

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. 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. 907-107-9

DATE: 08/23/2011

SUBJECT: Legal Relations and Responsibility to Public

907-107.14.2.2--Railroad Protective. Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-9

CODE: (IS)

| DATE: 01/20/2011

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.

| **907-107.14--Damage Claims and Insurance.**

907-107.14.2--Liability Insurance. Delete 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: \$500,000 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 Agent or Qualified Nonresident 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.

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".

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-10

DATE: 01/17/2013

SUBJECT: Contractor's Erosion Control Plan

Delete the first paragraph of Subsection 907-107.22.1 on page 1, and substitute the following.

If an early Notice to Proceed is desired, the Contractor's Erosion Control Plan should be submitted to the Engineer as soon as possible after award since an approved erosion control plan is required for an early Notice to Proceed. Otherwise, at the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Project Engineer for concurrence a comprehensive erosion and siltation control plan. The plan shall utilize temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction.

Delete the first sentence of the second paragraph of Subsection 907-107.22.1 on page 1, and substitute the following.

Approximately 60 calendar days, the time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary.

Delete the paragraph under Subsection 907-107.22.2 on page 2, and substitute the following.

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time on this project shall not exceed 19 acres without prior approval by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-10

CODE: (SP)

| DATE: 03/14/2011

SUBJECT: Contractor's Erosion Control 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:

Delete in toto Subsection 107.22.1 on pages 65 and 66, and substitute the following:

907-107.22.1--Contractor's Erosion Control Plan. At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Project Engineer for concurrence a comprehensive erosion and siltation control plan utilizing temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction.

The contract time for this project has allowed 60 calendar days for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary. The original contract time shall not be adjusted unless delays are caused solely by the Department for the submission, review, and concurrence of the Contractor's erosion control plan.

As a minimum, the plan shall include the following:

1. Erosion Control Plan (ECP) sheets or the plan profile sheets, 11" x 17" or larger, of all areas within the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, temporary or permanent, configuration, and placement of each item to prevent erosion and siltation. [A narrative of the Contractor's temporary erosion control plan shall be submitted in a format similar to the form attached to this special provision, but must include the heading and sub-heading information. As a minimum, the narrative shall include the following:](#)
 - A detailed description, including locations (station numbers) of the Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
 - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.
2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:

- containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
- containment and disposal of fuel / petroleum materials at staging areas on the project.

The erosion and siltation control plan shall be maintained on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the MDOT. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

907-107.22.2--Clearing and Grubbing, Haul Roads, Waste Areas, Plant Sites or Other Areas Occupied by the Contractor. Delete the fourth paragraph of Subsection 107.22.2 on page 66 and substitute the following:

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time for each of the separate operations of this subsection shall not exceed 19 acres without prior approval by the Engineer.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR _____
Project Number: _____
County: _____
Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

VEGETATIVE CONTROLS: Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, temporary or permanent vegetation will be placed within 7 calendar days.**

STRUCTURAL CONTROLS: Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.

HOUSEKEEPING PRACTICES: Structural BPM's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

POST-CONSTRUCTION CONTROL MEASURES: As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMP's will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from behind BMP's when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-24

DATE: 11/13/2012

SUBJECT: Prosecution and Progress

Before the first sentence of the second paragraph after the Table of Anticipated Productive Days in Subsection 907-108.06.2.2 on page 3, add the following.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Before Subsection 907-108.10 on page 5, add the following.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

| DATE: 03/15/2011

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 second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

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.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

907-108.03.1--Progress Schedule. Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

907-108.06.2.2--Contract Time. The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date 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, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.4--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.

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-5

DATE: 05/15/2012

SUBJECT: Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 1/20/2011

SUBJECT: Measurement and 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:

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra and Force Account Work. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change “bond” to “bond(s)”.

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 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.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-225-3

CODE: (IS)

DATE: 02/23/2012

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:

Delete in toto Section 225 on pages 158 thru 163, and substitute the following.

SECTION 907-225--GRASSING

907-225-01--Description. This work consists of furnishing, transporting, placing, plant establishment, and all work, including ground preparation, fertilizing, seeding, and mulching, necessary to produce a satisfactory and acceptable growth of grass.

At the Contractor's option, seeds and mulch may be incorporated using a hydraulically applied method under certain limitations. Under no circumstances shall fertilizer be incorporated hydraulically.

907-225.02--Materials.

907-225.02.1--Fertilizers. Fertilizers for purposes of this specification shall be understood to include standard manufactured products consisting of single or combination ingredients and agricultural limestone.

All fertilizer shall comply with the State fertilizer laws, Subsection 715.02, and the requirements of this specification.

907-225.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

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

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

907-225.02.3--Mulch.

907-225.02.3.1--Vegetative Mulch. The vegetative materials for mulch shall meet the

requirements of Subsection 215.02.

907-225.02.3.2--Hydraulically Applied Mulch (Hydromulch). Fibers for hydromulch shall be produced from wood, straw, cellulose, natural fibers, or recycled fibers which are free of non-biodegradable substances. The fiber shall disperse into a uniform slurry when mixed with water. Fibers shall be colored green, or other approved contrasting color, and shall not stain concrete or other surfaces. The use of tackifiers or activators will be allowed.

Hydromulch shall be listed on the Department's "Approved Sources of Materials".

907-225.02.3.2.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-225.02.3.2.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled paper stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil, and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-225.02.3.2.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-225.02.3.2.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-225.02.3.2.5--Tackifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture. The tackifier shall be of the organic or synthetic variety.

907-225.03--Construction Requirements.

907-225.03.1--Ground Preparation. Ground preparation, light or standard, consists of plowing, loosening, and pulverizing the soil to form suitable beds for erosion control items in reasonably close conformity with the established lines and grades without appreciable humps or depressions.

When grassing an area that has been previously planted with temporary grassing, a standard ground preparation will be required. The previously planted grasses shall be disked, tilled, plowed, etc. to assure that the existing temporary grasses are thoroughly mixed into the soil.

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

The Contractor shall take full advantage of weather and soil conditions, and no attempt shall be made to prepare soil when it is wet or in a condition which will not allow the soil to be properly tilled.

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

Standard ground preparation should be used on areas designated to be solid sodded and unvegetated areas designated to be seeded.

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

907-225.03.1.1--Light Ground Preparation. Light ground preparation consists of scratching the surface with a close-tooth harrow, disk-harrow, or similar equipment. The depth of scratching should be at least three-quarters inch but not deep enough to damage existing grasses of the type being planted.

907-225.03.1.2--Standard Ground Preparation. Standard ground preparation consists of plowing or disk-harrowing and thoroughly pulverizing the areas immediately before the application of erosion control (vegetative) items. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earthballs, boulders, stumps, roots and other objectionable matter. Incorporation of fertilizer and ground preparation may be performed simultaneously.

907-225.03.2--Fertilizing. Fertilizing consists of furnishing, transporting, spreading, and incorporating fertilizers. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

Unless otherwise specified in the contract, the Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. The Contractor shall incorporate agricultural limestone at a rate of 5000 pounds per acre. Fertilization shall be applied uniformly on the areas to be planted or seeded and uniformly incorporated into the soil.

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

All fertilizer should be incorporated within 24 hours following spreading.

907-225.03.3--Seeding. Seeding consists of furnishing and planting seeds in a prepared seedbed, covering the seeds, and providing plant establishment on all areas seeded.

Prior to planting the seeds, ground preparation and fertilizing shall be satisfactorily performed.

The required type of seeds, minimum rates of application, and planting dates of seeds are shown in the vegetation schedule in the plans.

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

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

It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required. At the completion of the project, a satisfactory growth of grass will be required. Reference Section 210 for satisfactory growth and coverage of dormant seed.

Seeding should not be done during windy weather or when the ground is frozen, extremely wet, or in a condition which will not allow the soil to be properly tilled.

907-225.03.3.1--Conventional Application. Legume seeds should be treated in accordance with Subsection 715.03.4 immediately before sowing. Seeds should be uniformly sown over the entire area with mechanical seeders. Seeds of different sizes may necessitate separate sowing. When legume seeds become dry, they should be re-inoculated.

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

Mulching should be performed as soon as practicable after seeding.

907-225.03.3.2--Hydroseeding Application. Seeds may be applied using the hydroseeding method except during the months of June, July, August, and September. During these months, the seeding shall be incorporated in accordance with the above Conventional Application method.

The seed(s) shall be combined into a distribution tank with all required ingredients on the project site. The application of the seed(s) and all ingredients shall be performed in one operation.

Mulching should be performed simultaneously with or as soon as practicable after seeding.

907-225.03.3.3--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant as referenced in Section 210. The Contractor shall perform plant establishment on all areas of temporary seeding until the Engineer determines that the temporary seeding has served its purpose.

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

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

907-225.03.3.4--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

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

907-225.03.4--Mulching. Mulching consists of furnishing, transporting, and placing mulch on slopes, shoulders, medians, and other designated areas. Unless otherwise noted in the contract or directed by the Engineer, the Contractor has the option to place mulch by the conventional method or by the hydraulic method.

907-225.03.4.1--Vegetative Mulch.

907-225.03.4.1.1--Equipment. Mulching equipment should be capable of maintaining a constant air stream which will blow or eject controlled quantities of mulch in a uniform pattern.

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

907-225.03.4.1.2--Placement of Vegetative Mulch. Mulching should be placed uniformly on designated areas within 24 hours following seeding unless weather conditions are such that

mulching cannot be performed. Placement should begin on the windward side of areas and from tops of slopes. In its final position, the mulch should be loose enough to allow air to circulate but compact enough to partially shade the ground and reduce erosion.

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

907-225.03.4.1.3--Anchoring Mulch. The mulch should be anchored by using a mulch stabilizer when not hydraulically applied. If a mulch stabilizer is used, the mulch should be punched into the soil for a minimum depth of one inch.

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

907-225.03.4.2--Hydromulch. Hydromulch shall be applied in accordance with the installation instructions and recommendations of the manufacturer. Hydromulch shall be uniformly applied at the manufacturer's recommended application rate. In no case shall the application rate be less than one (1) ton per acre.

907-225.03.4.3--Protection and Maintenance. The Contractor should maintain and protect mulched areas until the Release of Maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow, remove or destroy any undesirable growth on all areas mulched as soon as any undesirable growth appears. This will prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-225.03.5--Hydro Equipment. The equipment for hydraulically applying seed and mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The mixture shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-225.04--Method of Measurement. Grassing will be measured by the acre. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

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

Acceptable quantities for mulch will be measured by the ton. For vegetative mulch, the weight for measurement will be the product of the number of bales acceptably placed and the average weight per bale as determined on approved scales provided by the Contractor. Anchoring of vegetative mulch will not be measured for separate payment. The cost of anchoring shall be absorbed in the prices bid for other items of work. For hydromulch, the weight for measurement will be the dry weight of the packaged fibers used in the mixture. No payment will be allowed for water, additives, tackifier, or other liquids used in the mixture.

907-225.05--Basis of Payment. Grassing, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

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 (1/2) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

Mulch, measured as prescribed above, will be paid for at the contract unit price per ton, which price shall be full compensation for all materials, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-225-A:	Grassing	- per acre
907-225-B:	Agricultural Limestone	- per ton
907-225-C:	Mulch, Vegetative Mulch	- per ton
907-225-D:	Mulch, Hydromulch	- per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-2

CODE: (IS)

DATE: 05/13/2011

SUBJECT: Temporary Grassing

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

SECTION 907-226 -- TEMPORARY GRASSING

907-226.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass. The Contractor may elect to place temporary grassing using the hydroseeding method as set out in Special Provision No. 907-227, as modified by this special provision.

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

907-226.02--Materials.

907-226.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of a combination of ingredients.

All fertilizer shall comply with the State fertilizer laws and Subsection 715.02.

Agricultural limestone will not be requirement for temporary grassing.

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

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

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

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

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

907-226.03--Construction Requirements. The rates of application shall not exceed the rates shown on the temporary vegetation schedule, unless otherwise approved by the Engineer. Any unauthorized overage due to increased application rates will not be measured for payment.

907-226.03.1--Ground Preparation. Any equipment used for ground preparation shall be approved units suitable to perform the work and subject to the requirements of Subsection 108.05.

Light ground preparation should be used on areas where seeding is required.

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

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

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

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

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

All fertilizer should be incorporated within 24 hours following spreading.

907-226.03.3--Seeding.

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

The required type of seeds, recommended rates of application and recommended planting dates of seeds are shown in the vegetation schedule in the plans.

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

Spring & Summer

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

Fall & Winter

Rye Grass ----- 25 pounds per acre - September 1 to March 31

Oats ----- 90 pounds per acre - September 1 to December 15

It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required.

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

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

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

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

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

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

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

907-226.03.4--Mulching.

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

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

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

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

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

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

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

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

907-226.04--Method of Measurement. Temporary grassing will be measured by the acre. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

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

Payment will be made under:

907-226-A: Temporary Grassing - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-10

CODE: (IS)

DATE: 01/25/2012

SUBJECT: Hydroseeding

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

SECTION 907-227--HYDROSEEDING

907-227.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed.

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

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

All fertilizers shall comply with the State fertilizer laws and Subsection 715.02.

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

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

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

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

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to

contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

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

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

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

907-227.02.3.5--Tackifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture.

The tackifier shall be of the organic or synthetic variety.

907-227.03--Construction Requirements.

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

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

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

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

907-227.03.3--Seeding.

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

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

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

At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. The Contractor should reference Section 210 of the Standard Specifications for more information.

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

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

Final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

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

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

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

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

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

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

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

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

Payment will be made under:

907-227-A: Hydroseeding - per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-234-5

CODE: (SP)

| DATE: 09/23/2010

SUBJECT: Siltation Barriers

Section 234, Silt Fence, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.01--Description. Delete the first paragraph of Subsection 234.01 on page 177 and substitute the following:

This work consists of furnishing, constructing and maintaining a water permeable filter type fence, inlet siltation guard or turbidity barrier for the purpose of removing suspended soil particles from the water passing through it in accordance with the requirements shown on the plans, directed by the Engineer and these specifications. Fence, inlet siltation guards and turbidity barriers measured and paid as temporary shall be removed when no longer needed or permanent devices are installed.

Delete the first sentence of the second paragraph of Subsection 234.01 on page 177 and substitute the following:

It is understood that measurement and payment for silt fence, inlet siltation guards, and turbidity barriers will be made when a pay item is included in the proposal.

907-234.02--Materials. After the first paragraph of Subsection 234.02 on page 177, add the following:

Inlet siltation guards shall be listed on the Department's "Approved Sources of Materials".

Turbidity barriers shall be one of the following, or an approved equal.

1. SiltMax Turbidity Barrier by Dawg, Inc., 1-800-935-3294, www.dawginc.com
2. Turbidity Barrier by IWT Cargo-Guard, Inc., 1-609-971-8810, www.iwtcargoguard.com
3. Turbidity Curtain by Abasco, LLC, 1-281-214-0300, www.abasco.net

| Chain link fence and hardware for super silt fence shall meet the requirements of Section 607, as applicable. Geotextile for super silt fence shall meet the requirements of Subsection 714.13 for a Type II Woven fabric.

| **907-234.03--Construction Requirements.** After the last paragraph of Subsection 234.03.1 on page 178, add the following:

Super Silt Fence. Super silt fence shall be constructed in accordance with the plans and these specifications.

All posts shall be installed/driven so that at least 34 inches of the post will protrude above the ground. The chain link wire and geotextile shall be stretched taut and securely fastened to the posts as shown on the plans. The bottom edge of the fence and geotextile shall be buried at least eight inches below ground surface to prevent undermining. When splicing of the geotextile is necessary, the fabric shall be overlapped approximately 18 inches.

907-234.03.1.1--Placement of Inlet Siltation Guards and Turbidity Barriers. The inlet siltation guards and turbidity barriers shall be constructed at the locations shown on the erosion control plans. Inlet siltation guards and turbidity barriers shall be installed in accordance with the erosion control drawings in the plans. A copy of the manufacturer's instructions for placement of inlet siltation guards and turbidity barriers shall be provided to the Engineer prior to construction.

907-234.03.2--Maintenance and Removal. At the end of the first paragraph of Subsection 234.03.2 on page 178, add the following:

The Contractor shall maintain the inlet siltation guards. The geotextile shall be removed and replaced when deteriorated to such extent that it reduces the effectiveness of the guard. Replacement geotextile shall be the same type and manufacture as the original. Excessive accumulations against the guard shall be removed and disposed of at a location approved by the Engineer.

The Contractor shall maintain the turbidity barriers. Excessive accumulations against the turbidity barrier shall be removed and disposed of at a location approved by the Engineer.

Delete the second paragraph of Subsection 234.03.2 on page 178 and substitute the following:

Unless otherwise directed, all temporary silt fences, inlet guards and turbidity barriers shall be removed. Upon removal, the Contractor shall remove and dispose of any excess silt accumulations, shape the area to the line, grade, and cross section shown on the plans and vegetate all bare areas in accordance with the contract requirements. The temporary fence, inlet guard materials and turbidity barriers will remain the property of the Contractor and may be used at other locations provided the materials are acceptable to the Engineer.

After Subsection 234.03.2 on page 178, insert the following:

907-234.03.3--Resetting Inlet Siltation Guards and Turbidity Barriers. When inlet siltation guards and turbidity barriers are no longer needed at one location, they may be removed and reset at other needed locations. The Engineer may allow the resetting of siltation guards and turbidity barriers upon an inspection and determination that the siltation guards (frame and geotextile) and turbidity barriers are adequate for their intended purpose. When they have to be stored until needed at another location, payment for resetting will not be made until they are reset at their needed location.

907-234.04--Method of Measurement. Delete the sentence in Subsection 234.04 on page 178, add the following:

Silt fence and super silt fence will be measured by the linear foot.

Inlet siltation guard and resetting siltation guards will be measured per each. Turbidity barrier will be measured per linear foot.

907-234.05--Basis of Payment. Delete the sentence in Subsection 234.05 on page 178, add the following:

Silt fence and super silt fence, measured as prescribed above, will be paid for at the contract unit price per linear foot which shall be full compensation for completing the work.

Inlet siltation guard, resetting inlet siltation guards, and turbidity barrier, measured as prescribed above, will be paid for at the contract unit price per each or linear foot, which shall be full compensation for furnishing, constructing, and maintaining the work and for the removal and disposal of all items comprising the devices.

After the last pay item listed on page 178, add the following:

- 907-234-C: Super Silt Fence - per linear foot
- 907-234-D: Inlet Siltation Guard - per each
- 907-234-E: Reset Inlet Siltation Guard - per each
- 907-234-F: Turbidity Barrier - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

| DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, 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 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

| **907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3

CODE: (SP)

DATE: 11/08/2010

SUBJECT: Sandbags and Rockbags

Section 907-246, Sandbags and Rockbags, 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 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, [fine aggregate](#), [size 57 aggregate](#), placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags - per linear foot or each

[907-246-B: Rockbags](#) - per linear foot or each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-249-1

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Riprap for Erosion Control

Section 907-249, Riprap for Erosion Control, 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 907-249 -- RIPRAP FOR EROSION CONTROL

907-249.01--Description. Riprap for erosion control consists of furnishing and installing riprap for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam. It also includes the maintenance and removal of riprap when no longer needed.

Remove and reset riprap consists of the removal and relocation of riprap to other locations shown on the plans, directed by the Engineer, or indicated on the Contractor's Erosion Control Plan.

Riprap shall be installed in accordance with the specifications in reasonably close conformity with the locations and dimensions shown on the plans or established.

907-249.02--Materials. Stones for riprap shall be Size 100 meeting the requirements of Subsection 705.04.

907-249.03--Construction Requirements. Riprap shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow.

The riprap installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the riprap will not be paid for separately and will be included in the cost for riprap for erosion control.

When required, existing riprap may need to be removed and reset at other locations. These locations may be for additional temporary erosion control or may be placed in permanent locations designated by the Engineer.

907-249.04--Method of Measurement. Riprap for erosion control will be measured per ton. Remove and reset riprap shall be measured per cubic yard, FM.

907-249.05--Basic of Payment. Riprap for erosion control, measured as prescribed above, will

be paid for per ton, which prices shall be full compensation for furnishing, installation, maintenance of the installation, and removal/disposal after construction has been completed; and for all labor, tools, equipment and incidentals necessary to complete the work.

Remove and reset of riprap, measured as prescribed above, will be paid for per cubic yard, which prices shall be full compensation for loading, transporting, installing, maintenance of the new installation, and removal/disposal after construction has been completed; and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-249-A: Riprap for Erosion Control - per ton

907-249-B: Remove and Reset Riprap - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-13

CODE: (SP)

DATE: 06/06/2012

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.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

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.

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

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: 07/19/2011

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.

907-401.02.6.5--Acceptance Procedure for Pavement Smoothness. Delete the third sentence of the sixth paragraph of Subsection 401.02.6.5 on page 254, and substitute the following.

The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively.

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.

After Subsection 401.03.13 on page 266, add the following:

907-401.03.14--Shoulder Wedge. The Contractor shall attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees, but not steeper than 35 degrees. The device shall maintain contact between itself and the road shoulder surface and allow for automatic transition to cross roads, driveways, and obstructions. The device shall be used to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Conventional single plate strike off shall not be used.

The device shall be TransTech Shoulder Wedge Maker, the Advant-Edge, or a similar approved equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following:

1. TransTech Systems, Inc.
1594 State Street
Schenectady, NY 12304
800-724-6306
www.transtechsys.com

2. Advant-Edge Paving Equipment, LLC
P.O. Box 9163
Niskayuna, NY 12309-0163
518-280-6090
Contact; Gary D. Antonelli
Cell: 518-368-5699
email: garya@nycap.rr.com
Website: www.advantedgepaving.com

Before using a similar device, the Contractor shall provide proof that the device has been used on previous projects with acceptable results, or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts, or otherwise authorized 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

SPECIAL PROVISION NO. 907-401-6

CODE: (SP)

DATE: 08/21/2012

SUBJECT: Warm Mix Asphalt (WMA)

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

907-401.01--Description.

These specifications include general requirements that are applicable to Warm Mix Asphalt (WMA).

This work consists of the construction of one or more lifts of WMA in accordance with Section 401 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the specific requirements for the mixture to be produced and placed in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

907-401.02--Materials.

907-401.02.2--WMA Products and Processes. The Department will maintain a list of qualified WMA products and processes. No product or process shall be used unless it appears on this list.

The Contractor may propose other products or processes for approval by the Product Evaluation Committee. Documentation shall be provided to demonstrate laboratory performance, field performance, and construction experience.

907-401.03--Construction Requirements.

907-401.03.1.1--Weather Limitations. The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

907-401.03.8--Preparation of Mixture. Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as material

characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

DATE: 01/08/2013

SUBJECT: Hot Mix Asphalt (HMA)

Before Subsection 907-403.05.2 on page 1, add the following:

907-403.03--Construction Requirements.

907-403.03.2--Smoothness Tolerances. Delete the fourth paragraph of Subsection 403.03.2 on page 267 and substitute the following.

Where only a surface lift is required, the finished surface lift shall have a profile index of not more than 60.0 inches per mile.

Delete the last paragraph of Subsection 403.03.2 at the bottom of page 268, and the table at the top of page 269 and substitute the following:

Except for a single lift overlay, when the Profile Index for the final surface lift is less than or equal to eighteen inches per mile (18.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than 6.0	108
6.0 to 10.0	106
10.1 to 14.0	104
14.1 to 18.0	102
18.1 to Required P.I.	100
over Required P.I.	100 (with correction to Required P.I.)

For a single lift overlay, when the Profile Index for the final surface lift is less than or equal to eighteen inches per mile (18.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than or equal to 18.0	103
18.1 to Required P.I.	100
over Required P.I.	100 (with correction to Required P.I.)

Delete the first full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the segment(s) or portions of the segments(s) of the surface lift that require smoothness be determined by using a profilograph.

Delete the third full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Any contract price adjustment for rideability will be applied on a segment to segment basis on the theoretical tonnage based on 12-foot lanes, determined in accordance with Subsections 401.02.6.5 and 403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

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.

907-403.04--Method of Measurement. After the first paragraph of Subsection 403.04 on page 274, add the following.

The pay quantities for each individual job mix formula (JMF) will be calculated using the approved JMF maximum specific gravity (Gmm) and the following formulas.

When the composite mixture has a maximum specific gravity of 2.540 or less,

$$T_p = T_w$$

When the composite mixture has a maximum specific gravity greater than 2.540,

$$T_p = T_w((100-(((Gmm * A * B) - C) / (Gmm * A * B)) * 100)) / 100$$

Where:

- T_p = Total tonnage for payment
- T_w = Total tonnage weighed, used and accepted

- Gmm = Maximum Specific Gravity of the approved composite asphalt mixture
- A = 46.725 lbs/yd²/in
- B = 0.93 = 93% density
- C = 110.374 lbs/yd²/in = Theoretical density at 2.540 Gmm

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. 907-403-12

CODE: (SP)

DATE: 08/21/2012

SUBJECT: Warm Mix Asphalt (WMA)

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

907-403.01--Description. This work consists of constructing one or more lifts of Warm Mix Asphalt (WMA) pavement in accordance with the requirements of Section 403 for Hot Mix Asphalt, with the exceptions set forth in this special provision. The WMA shall meet the requirements of this section and placed in reasonably close conformity with the lines, grade, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

907-403.04--Method of Measurement. Warm mix asphalt will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 401.03.2.1.11.

907-403.05--Basis of Payment. Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5, 401.02.6.6 & 403.03.2, warm mix asphalt, measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

907-403.05.2--Pay Items. After the last pay item listed on page 276, add the following:

907-403-M: Warm Mix Asphalt, (1), (2) - per ton
Type Mixture

907-403-N: Warm Mix Asphalt, (1), (3), Leveling - per ton
Type Mixture

907-403-O: Warm Mix Asphalt, (1), (4), Trench Widening - per ton
Type Mixture

907-403-P: Warm Mix Asphalt, HT, (3), Polymer Modified - per ton
Mixture

907-403-Q: Warm Mix Asphalt, HT, (3), Polymer Modified, Leveling - per ton
Mixture

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. 907-413-4

CODE: (IS)

DATE: 01/22/2013

SUBJECT: Sawing and Sealing Transverse Joints in Asphalt Pavement

Section 413, Cleaning and Sealing Joints and Cracks, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-413.02--Materials. Delete the second and third sentence of the second paragraph of Subsection 413.02 on page 294.

907-413.03--Construction Requirements.

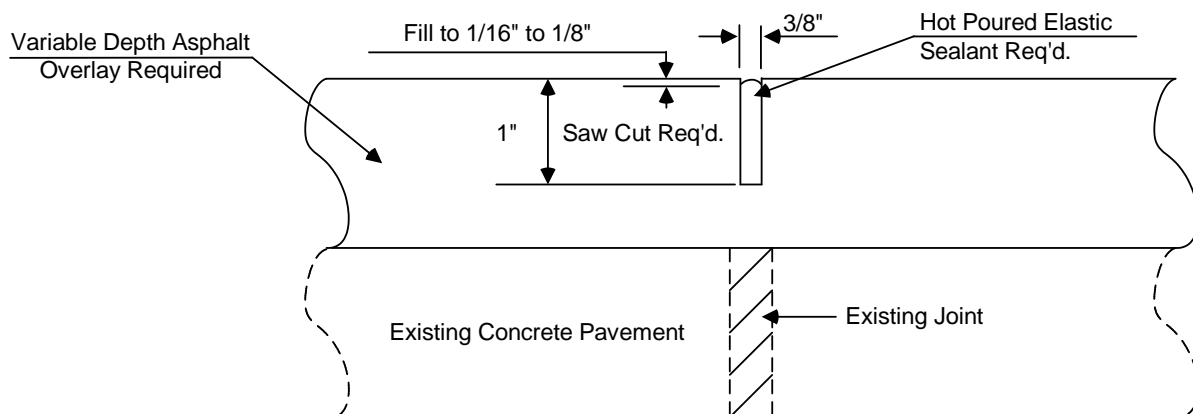
907-413.03.3-- Sawing and Sealing Transverse Joints in Asphalt Pavement.

907-413.03.3.1--General. Delete the first paragraph of Subsection 413.03.3.1 on page 296 and substitute the following.

The Contractor's operation shall be conducted so that sawcutting of transverse joints, cleaning, and sealing is a continuous operation. The entire sawing and sealing operation shall be completed within seven (7) days after the placement of the final wearing course, unless the approved traffic control plan or sequence of operations provide otherwise. Traffic shall not be allowed on sawed unsealed joints in the final wearing course.

When intermediate lifts must be exposed to traffic for over seven (7) days, the Contractor shall be required to make an interim 1/8-inch wide saw cut which is one third (1/3) as deep as the asphalt layer. This interim saw cut does not require sealing. Costs of any interim cut(s) shall be included in the pay item for sawing and sealing transverse joints in asphalt pavement.

The detail for sawing and sealing transverse joints in asphalt pavement shall be as shown below. No sawing and sealing of transverse joints will be required in Open Graded Friction Courses (OGFC). However, the lift under the OGFC will require sawing and sealing.



907-413.03.3.4--Sealing. Delete the second paragraph of Subsection 413.03.3.4 on page 297.

907-413.04--Method of Measurement. Delete the second sentence of the third paragraph of Subsection 413.04 on page 297, and substitute the following.

Sawing and joint sealant material will not be paid for as separate items but will be included in the unit price per linear foot for sawing and sealing transverse joints in asphalt pavement.

907-413.05--Basis of Payment. Delete “Bond Breaker Tape and” from the first sentence of the third paragraph of Subsection 413.05 on page 298.

Add the “907” prefix to pay item no. 413-E on page 298.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8

CODE: (IS)

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

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

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from “floating”.
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the “907” prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-617-2

CODE: (IS)

| DATE: 08/12/2005

SUBJECT: Right-Of-Way Markers

Section 617, Right-Of-Way Markers, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted in toto and replaced as follows:

SECTION 907-617 - RIGHT-OF-WAY MARKERS

907-617.01--Description. This work consists of furnishing and placing right-of-way markers in accordance with the plans and these specifications and at points designated on the plans, or as directed. The work also shall include the removal of right-of-way markers from their original locations and resetting at new locations as specified or established.

Generally, Type “A” markers shall be placed in the ground and Type “B” markers shall be placed in concrete areas. The estimated quantity of markers will be shown on the plans, and it is the Contractor’s responsibility to verify the type and number of markers required.

907-617.02--Materials. The right-of-way marker shall be constructed using a reinforcement bar of the size indicated and a brass or bronze cap as indicated on the plan sheet. The cap shall be Mark-It® model C/M-HS-3-1/4B, Berntsen® 6000 Series, or approved equal. The cap shall be stamped with information indicated on the plans. The rebar shall meet the requirement of Section 711 of the Standard specifications.

Right-of-way markers for placement in concrete shall be Mark-It® model C/M-SS-3-1/4B, Berntsen® C Series, or approved equal brass or bronze stem designed marker. The cap shall be stamped with information indicated on the plans.

The witness post shall be made of fiberglass or Poly Vinyl Chloride (PVC) and shall not rust, rot or corrode within the service temperature range of -40°F to 140°F. It shall be of the color and size indicated in the plans or contract documents. The color shall not be painted on the marker but shall be pigmented into the material composition of the post. The post shall feature ultra violet (U.V.) inhibitors to eliminate cracking, peeling and deterioration of the post.

907-617.03--Construction Requirements.

907-617.03.1--General. Markers shall be manufactured in accordance with the details shown on the plans and the requirements of this section.

| Prior to installation, the rebar shall be checked to assure there are no large burrs or mushrooming on the end that will receive the brass cap. Any burrs shall be filed or ground off before installation. The Contractor shall use rebar drivers to eliminate mushrooming of the rebar during

the driving operations.

Type "B" markers may be installed in freshly placed concrete or placed in cured concrete by drilling and anchoring. The marker shall be anchored using a bonding material recommended by the manufacturer of the marker.

The Contractor shall use specially designed post drivers or other means necessary to eliminate damage to the witness posts during installation. The Contractor will not be required to place witness posts in concrete.

All letters, symbols, and other markings shall be as shown on the plans and shall be neatly imprinted in the caps.

The markers shall be set at the locations designated on the plans, or as directed by the Engineer with assistance as needed by the District Surveyor. The markers shall be set to within 1/4 inch of the lines indicated or established and a minimum of two inches below to a maximum of six inches below the natural ground elevation.

The layout and placement of right-of-way markers shall be performed by, or under the supervision of, or directed by, a Licensed Professional Surveyor who is duly licensed and entitled to practice as a Professional Surveyor in the State of Mississippi and shall have responsible charge for these duties. The duties performed by said Professional shall conform to the definitions under the practice of "land surveying" in Mississippi Law. The location of the markers shall be as shown in the plans. Accuracy standards for placement of markers shall be 0.05 feet relative to the project control established by MDOT using either state plane coordinate monuments or centerline control monuments used for construction; or those accuracies as listed in the Mississippi State Board of Licensure for Professional Engineers and Surveyors publication entitled "Standards of Practice for Surveying in the State of Mississippi". The more stringent of these two accuracy standards will apply and shall be used. The Contractor shall not engage the services of any person in the employ of the Department for the performance of any of the work covered by this Section or any person who has been employed by the Department within the past six months, except those who have legitimately retired from service with the Department during this period.

The Department will establish, one time only, State Plane Coordinate System horizontal control monuments. It shall be the responsibility of the Contractor to establish additional control as may be required to facilitate the staking of the right-of-way. Control monuments set by the Contractor shall meet the minimum standards of surveying as required by the Mississippi State Board of Licensure for Professional Engineers and Surveyors. The accuracy of the control established by the Contractor shall be not less than 1:20,000 relative to the control provided by the Department. The Contractor shall reference, guard and protect control points from damage and obliteration. The Contractor shall verify the accuracy of the control points before proceeding with the installation.

907-617.03.2--Removal of Existing Markers. Existing right-of-way markers which are specified to be removed shall be removed in accordance with the plans or as directed by the

Engineer without additional compensation.

907-617.03.3--Certification. After all the markers are installed, the Licensed Professional Surveyor **tasked with responsible charge for this** installation shall submit a written certification to the Engineer certifying that all right of way markers were set at the locations designated on the plans, or otherwise directed by MDOT, and to the specified tolerances. The certification shall also include a copy of the right-of-way plan sheets with the right-of-way marker table completed for all locations in which the Licensed Professional Surveyor installed right-of-way markers. The table shall be completed showing the as-built (in-place) northing and easting location based on the State **Plane Coordinate** System. Each right-of-way plan sheet shall be signed and stamped by the Licensed Professional Surveyor.

The Licensed Professional Surveyor **tasked with responsible charge** will furnish a signed and stamped Final Right-of-Way Plat meeting the minimum standards of surveying **for a Class A, B, or C survey** as required by the Mississippi State Board of **Licensure** for Professional Engineers and Surveyors. **In no incidence shall the standards for surveying be less accurate than a Class C survey.**

The Final Right-of-Way Plat shall show all horizontal control points, whether provided by the Department or by the Contractor. In addition, the as-built project alignment shall be shown with stationing, curve data, and State Plane Coordinates for the BOP, PC's, PT's, and EOP.

907-617.04--Method of Measurement. Right-of-way markers will be measured by the unit. Such measurements shall include all the components and imprinting necessary for the right-of-way marker, the witness post and surveying decals, all labor, materials and incidentals necessary to furnish a complete in-place right-of-way marker.

907-617.05--Basis of Payment. Right-of-way markers will be paid for at the contract unit price per each, which shall be full compensation for completing the work.

Payment will be made under:

907-617-A: Right-of-Way Marker - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-5

CODE: (SP)

DATE: 03/09/2009

SUBJECT: Changeable Message Signs

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

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

907-619.02.14--Changeable Message Sign. This work shall consist of furnishing, testing, and maintaining a trailer-mounted electronic Portable Changeable Message Sign (PCMS) assembly. The sign display shall be a LED, full matrix sign. If more than one portable changeable message sign is required for this project, they shall all be of the same model and from the same manufacturer. All parts and materials used to construct the portable changeable message signs shall be interchangeable.

The PCMS shall be a trailer-mounted, solar powered, portable changeable message sign.

Each PCMS shall include the following main components:

- a) Sign Housing
- b) LED Modules
- c) LED Drivers
- d) Battery Bank
- e) Sign Controller
- f) Trailer
- g) AC Charger
- h) Solar Panel
- i) Solar Panel Charger

The LED display shall be full matrix sign with a minimum of 28-pixel rows x 50-pixel columns. The pixel spacing shall be such that three (3) lines of text (5 columns x 7 rows, 8 characters) shall each have a nominal height of 18 inches.

The PCMS shall include a remote communications interface as specified herein. The PCMS shall be provided with a local serial and USB connection within the sign control cabinet so that a laptop computer using the remote software can communicate directly with the sign CPU.

This Special Provision incorporates normative references to other standards as outlined in Section 1 of the NEMA TS-4 standard and as listed below.

NEMA TS4-2004, Hardware Standards for Dynamic Message Signs (DMS) with NTCIP Requirements. All NEMA TS-4 requirements that are applicable to portable signs shall be used.

NTCIP Standards.

If a conflict between the standards referenced and this Special Provision, this Special Provision shall govern.

The definitions of the terms used within this Special Provision are as defined in Section 1 of the NEMA TS-4 standard.

If required in the contract, the PCMS shall include a speed radar unit as specified herein.

907-619.02.14.1--Mechanical Construction. Each PCMS shall meet the following minimum requirements.

Weather-Tight Enclosure. The entire sign and trailer assembly, including each component / equipment exposed to weather, shall be fully protected. It shall withstand the effects of sand, dirt, dust, moisture, hose-directed water, ice, snow and UV radiation (UVA and UVB). It shall withstand the effects of high wind loading and blowing rain as specified herein with all outriggers and/or leveling jacks in place. The sign and all components shall be watertight. Space shall be provided for manuals to be stored in a weatherproof environment.

Wind Loading. Wind loading requirements for the portable sign housing and trailer assembly shall be as specified in Section 3.3.2.1.2 of the NEMA TS-4 standard.

Welding. All welding on all major structural components (aluminum or steel) shall be performed by certified welders and in accordance to SAE/AWS D8.8 American Welding Society.

Protective Coatings. Protective coatings or processes, such as anodizing, e-coating, powder coat painting, plating, etc., shall be incorporated to protect all sign, cabinet, and trailer metal surfaces from corrosion. Any non-protected metallic fasteners shall be made of stainless steel or aluminum. All components shall be similar material, or be isolated to reduce galvanic reactions.

Temperature and Humidity. Each PCMS shall be designed to operate continuously in extreme ambient temperature ranges and at high humidity levels.

Operating ambient temperature range of the portable sign and trailer assembly shall be -29°F to +165°F. Storage temperature range shall be from -40°F to +185°F. The portable sign shall be capable of continued operation within the operating temperature ranges specified without the need for active systems (i.e., fans). Operating relative humidity level of the portable sign shall be up to 95% non-condensing.

Sign Face. Sign face material shall be protected by a non-glaring polycarbonate material of at least ¼-inch thickness. It shall be replaceable and manufactured of material rated for outside use and resistant to UV degradation (exposure to the sun).

All electronics and pixels shall be protected from damage due to moisture.

Sign Housing Construction. The portable sign housing, including its front face panels, shall be designed to conform to the requirements of minimum NEMA Type 3R, as described in the latest edition of NEMA 250.

It shall be comply with latest structural AASHTO requirements.

It shall be constructed of aluminum sheeting which shall not be less than 1/8-inch thick with all seams continuously welded by the inert gas process.

The front of the sign housing shall have a flat black matte finish.

Weep holes shall be provided in the housing to allow moisture from condensation to escape.

The sign housing and cabinets shall be designed to keep insects out.

The sign housing shall be constructed in such a manner as to prohibit stray light from reducing legibility.

All sides of the sign housing shall have a maintenance-free finish.

Alignment of the sign housing shall be capable of being horizontally adjusted to position the sign a full 360 degrees. It shall be capable of rotating and locking at any selected horizontal angle up to 360 degrees. A sight alignment tube/device shall be mounted to horizontally position the sign display. A positive brake assembly with lockable control arm shall be provided to position the sign display in the desired position.

It shall allow easy access to all components contained within the display housing without the removal of any external parts. Door locks shall be rigidly mounted. Gasketing shall be provided on all door openings and shall be dust-tight, permanently bonded to the door metal, and shall not stick to the mating metal surface. A gasket channel shall be provided to support the gasket on the door.

Trailer. Each PCMS trailer shall meet all requirements for trailers as outlined in Section 3.3.3 of the latest NEMA TS-4 standard as well as the following minimum requirements.

All trailers shall meet the requirements of FMVSS, Part 571 and SAE J684 for transport safety including, but not limited to the use of brakes, safety chains, coupling device, and lights. PCMS manufacturer shall provide instructions stating procedures necessary to insure safe transport.

The structural frame shall be capable of supporting the gross vehicle weight (GVW) load of the trailer corresponding to the axle and tire ratings that shall be in accordance with FMVSS, Part 571.

The tires shall be radial ST "Special Trailer" rated. The wheels shall be 15-inch steel wheels with five lug bolts per wheel. Each trailer wheel shall be equipped with one locking lug nut. A minimum of four keys for the locking lug nuts shall be supplied for each trailer.

The trailer shall be provided with a minimum of four outriggers or leveling jacks. One outrigger or leveling jack shall be mounted near each corner of the trailer. The length of the leveling jacks shall be such that when the trailer is level, all four jacks and the tongue jack can be lowered into the vertical position. The jacks shall be screw type jacks with a minimum 25-inch lift. Each jack shall include a swivel mechanism that allows the jacks to be swing up to a horizontal position for towing. The swivel mechanism shall secure the jack in both vertical and horizontal positions through a lock pin.

The trailer shall also be provided with a trailer stand mounted on the tongue of the trailer. The stand shall be corrosion resistant. It shall include a 6-inch wheel that allows horizontal positioning of the trailer. The stand shall be welded, not bolted, to the tongue of the trailer.

The trailer shall be provided with legal tail/brake lights, signals, and license plate mounting bracket. The trailer shall be supplied with an electrical harness assembly for connection to the tow vehicle and shall be terminated in a connector type to be specified by the Engineer.

The trailer shall be provided with a 2-inch "hammer blow coupler" style hitch in accordance with SAE J684 and interchangeable with a 2½-inch Pintle coupler / ring meeting SAE J847.

The trailer spring leafs shall be rated at a minimum of 3500 pounds.

The trailer shall be equipped with a sign display lift and control console. The lift shall be electric, hydraulic lift, or combination of both with manual backup lift. The lift shall be capable of lifting the display a minimum of seven feet (7') above the roadway surface. A mast safety pin shall be provided to prevent the sign display from falling in the event of an electric or hydraulic system failure.

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

Illumination shall be provided as an integral part of the sign or trailer assembly to change the sign controller data in darkness.

The trailer shall contain batteries and photovoltaic (solar) panels as specified herein.

Photovoltaic (Solar) Panel System. Each PCMS shall include solar panels. A solar bank shall be assembled using multiple solar panels. All photovoltaic panels shall be listed in accordance with UL 1703, or equivalent. The solar cell bank shall have a minimum capacity of 240 watts. The

solar cell bank shall be mounted on a frame capable of being tilted at a minimum of one direction up to 61 degrees with zero degrees being horizontal. Solar cells shall be laminated between ethylene vinyl acetate and tempered glass. The solar panel shall incorporate an extruded aluminum frame. The solar battery charge controller shall include the following three state charger modes.

- Bulk
- Absorption
- Float

Battery Requirements. Each PCMS shall include batteries for primary energy storage on trailers. The battery bank capacity shall be a minimum of 900 amp/hours at 12VDC at 20-hour rate of discharge. The batteries shall be heavy duty deep cycle type rated for 80% discharge. A battery power disconnect shall be provided.

Battery enclosures shall be vented to prevent the accumulation of explosive gases. The battery cabinets must be lockable with a standard padlock.

AC Charging System. Each PCMS shall have an AC battery charging sub-system. The system shall be UL listed and operate from a standard 120VAC generator meeting all NEC requirements for portable equipment.

The solar battery charger shall include the following three state charger modes.

- Bulk
- Absorption
- Float

The AC battery charger shall have sufficient capacity to charge the battery bank from 80% discharged to fully charge in 24-hours, and operate the sign simultaneously. The AC battery charger shall be equipped with a male plug-in and a 50-foot long extension cord constructed of a minimum 12-gauge wire for this purpose.

907-619.02.14.2--Controller to Sign Interface. Each PCMS shall meet all applicable controller to sign interface requirements as outline in Section 4 of the NEMA TS-4 standard.

907-619.02.14.3--Display Properties. Each PCMS shall have a cone of vision (viewing angle) from the center (reference axis) shall be a minimum 15 degrees with the half-power viewing angle defined such that at a given distance from the LED, luminous intensity measured at any point at an angle of 7.5 degrees from the LED's center axis is no less than half the luminous intensity measured directly on the LED's center axis.

The minimum word legibility requirements shall be 1232 feet or greater under daytime light conditions and within the cone of visions as specified. Legibility is defined as the ability to discern the content of a display using a "word message". The minimum word legibility

requirement shall be documented either by a MDOT approved independent testing laboratory or by participation in the NTPEP test program.

The minimum visibility requirements shall be 3000 feet or greater under daytime light conditions and within the cone of vision as specified. Visibility is defined as the ability to recognize that a display exists. The minimum visibility requirement shall be documented either by a MDOT approved independent testing laboratory or by participation in the NTPEP test program.

The PCMS shall be capable of displaying standard fonts and font alphabets as specified in Sections 5.6.1 and 5.6.2.3 of the NEMA TS-4 standard and adhere to NTCIP 1203. The PCMS shall also support moving arrows.

Any NTPEP test results shall be for the PCMS model being used and shall be within the last three completed test cycles.

907-619.02.14.4--Optical Components. The pixels for the PCMS shall be manufactured using Light Emitting Diodes (LED). Changes to displays shall be performed by turning the LEDs in a pixel either on or off. The discrete, LED shall be an untinted, non-diffused, solid-state lamp that uses Aluminum Indium Gallium Phosphide (AlInGap) technology manufactured by Avago Technologies (formerly Agilent Technologies), Toshiba Corporation, Nichia Corporation, or functional equivalent. Horizontal and vertical spacing between modules shall be such that the horizontal and vertical pitch between all pixels is equal. A failure of one pixel shall not effect the operation of any other pixel.

All LEDs used to create a display in a single portable sign shall have a nominally rated LED life of 100,000 hours of operation under field conditions. This shall include a operating temperatures between -29°F to +165°F. LED life shall be defined as the time it takes for the LED light output to degrade to half of the LED's initial light output. Current through an LED shall be limited to the manufacturer's recommendation under any conditions. Each LED character module shall be rated for use over the environmental range specified herein, including heat absorption due to sunlight. The LEDs shall be protected from the outside environmental conditions, including moisture, snow, ice, wind, dust, dirt, and UV rays (UVA and UVB). All LEDs shall be mounted so that they present a uniform and legible display.

Pixels shall be replaceable in modular groupings (modules). All modules within a sign shall be the same size and interchangeable. The replacement of any module shall be possible with no more that simple non-vendor-specific hand tools, such as screw drivers or wrenches, without any physical modification to the module.

907-619.02.14.5--PCMS Controller and Storage Cabinets. All PCMS controller and storage cabinets shall be minimum NEMA 3R rated and be completely encased and lockable with a standard padlock as specified herein. A separate lockable storage cabinet shall be provided to house various accessories. The controller cabinet shall be manufactured to withstand all types of adverse weather conditions and shall be designed and installed to keep insects out. All components inside the controller cabinet shall be accessible without disconnecting any

unassociated wires or components. The controller cabinet shall be illumination. The keyboard terminal and control panel shall be housed. Lighted keys and terminal displays are acceptable.

All controls in the controller cabinet shall be labeled. The cabinet shall have a voltmeter gauge to indicate the current battery charge status. It shall have an amp gauge to indicate the current/charging status. It will be acceptable to have a display via digital readout on a control console or panel.

907-619.02.14.6--Electronics and Electrical. Each PCMS shall meet all applicable electronics and electrical requirements as outline in Section 8 of the NEMA TS-4 standard.

Sign Controller. The PCMS shall include a local sign controller with firmware. The local control interface shall have a keyboard capable of allowing full programming and control of the PCMS locally. It shall have a separate serial RS-232 or USB connection to allow a laptop computer using the remote control software to communicate directly with the sign controller.

Local and remote interfaces shall be password protected to safeguard against unauthorized use.

It shall perform and report the following minimum sign diagnostics both through the local interface and Remote Control Subsystem.

- LED brightness controls
- Sign status
- Communications status
- Battery voltage
- Photocell ambient light level.

It shall automatically report a low battery alarm to a remote user through the Remote Control Subsystem. It shall have an alarm for the controller door open and over temperature.

It shall store and display both textual and graphical symbols. It shall store a minimum of 20 pre-programmed messages and graphics. It shall display preprogrammed (by manufacturer) Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. It shall schedule predetermined sequences of messages based on a programmed time and date. Each sequence shall display up to four (4) programmed messages (text and/or graphics). It shall display conventional one, two, or three-line messages for display with a choice of a minimum of three font sizes. Character width shall be proportional to the letter type. The one line message font size shall be capable of displaying messages in full size to utilize the maximum area of display.

It shall allow for automatic and manual controls to adjust the brightness of the LEDs. Automatic control shall be capable of varying the LED brightness by sensing the ambient light level using photocells. Manual brightness control shall be password protected to safeguard against unauthorized use.

It shall display a preprogrammed default message or no message at all, after a power recovery from a power failure. The sign shall shut down its LED display if internal cabinet temperatures reach a level that is determined unsafe by the manufacturer.

All communications and power cabling shall be either shielded or routed within conduit to minimize potential EMI/RFI effects.

Remote Control Subsystem. The PCMS shall be supplied with all the hardware and software necessary to control the PCMS from a remote central station.

It shall have a cellular phone and/or modem capable of communication using a MDOT provided cellular service provider. The Contractor shall coordinate with MDOT for cellular service provider. The Contractor shall be responsible for establishing cellular service and providing activated phone number(s) as directed and approved by the MDOT. The Contractor shall pay for cellular service for this project until the Final Maintenance Release as documented by the State Construction Engineer at which time it will be turned over to MDOT.

The cellular service type shall be CDMA/1xRTT or GSM/GPRS, as directed by MDOT.

It shall be capable of supporting connection and remote control, programming and diagnostics via the Internet.

The subsystem shall have all necessary hardware such as external antenna, communications cables, and controller interface and NTCIP Sign controller software. The central station software meeting the following minimum requirements:

- Windows XP compatible
- Capable of running on any desktop or laptop.
- Capable of controlling all PCMS functions through windows and GUIs (Graphical User Interface)
- NTCIP compatible as specified herein.

Communications. In addition to any protocols that may be available from the PCMS Manufacturer, each sign controller shall support NTCIP as follows.

- NTCIP Protocol and Command Sets. This specification references several standards through their NTCIP designated names and numbers. Each NTCIP Component covered by these project specifications shall implement the most recent version of the standard that is available as of project advertisement date, including any and all prepared Amendments to these standards as of the same date.

Profile Implementation Conformance Specifications (PICS) for each NTCIP standard required shall be submitted for review and approval to the Department.

- RS-232 Interface. Communication interfaces using RS-232 shall conform, with the following minimum requirements.

- 1101 – NTCIP Simple Transportation Management Framework (STMF)
- 1203 - NTCIP Object Definition for Portable Dynamic Message Signs
- 2301 - NTCIP AP-STMF
- 2201 - NTCIP TP-Transportation Transport Profile
- 2103 – NTCIP SPPPP/RS232
- 2104 - NTCIP SP-PMPP/RS232

- Subnet Level. For each communication interface, the NTCIP Components may support additional Subnet Profiles at the manufacturer's option. At any time, only one Subnet Profile shall be active on a given communication interface. The NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile.
- Transport Level. For each communication interface, the communication interface may support additional Transport Profiles at the manufacturer's option. Response data-grams shall use the same Transport Profile used in the request. Each communication interface shall support the receipt of data-grams conforming to any of the identified Transport Profiles at any time.
- Application Level. For each communication interface, all interfaces shall comply with NTCIP 1101 and shall meet the requirements for Conformance Level 1 (NOTE -See Amendment to standard). Optionally, the NTCIP Component may support SNMP traps. A communication interface may support additional Application Profiles at the manufacturer's option. Responses shall use the same Application Profile used by the request. Each communication interface shall support the receipt of Application data packets at any time allowed by the subject standards.

Information Level. For all communication interfaces, the information level protocol shall provide Full, Standardized Object Range Support of all objects required by these procurement specifications unless otherwise indicated below. The maximum Response Time for any object or group of objects shall be 200 milliseconds. All communication interfaces shall implement all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1203 and their respective Amendments. Table 1 indicates the modified object requirements for these mandatory objects. Table 2 shows the required minimum support of messages that are to be stored in permanent memory. The sign shall blank if a command to display a message contains an invalid Message CRC value for the desired message. Table 3 specifies the support of the required MULTI tags and their ranges.

It shall also implement all mandatory objects of the following optional conformance groups of NTCIP 1201.

- Time Management Conformal Group
- Report Conformal Group. Table 4 indicates the modified object requirements.
- Implement all objects of the Font Configuration Conformance Group, as defined in NTCIP 1203. Table 5 indicates the modified object requirements for this conformance group.

- Implement all objects of the PCMS Configuration Conformance Group, as defined in NTCIP 1203.
- Implement all objects of the Multi Configuration Conformance Group, as defined in NTCIP 1203. Table 6 indicates the modified object requirements for this conformance group.
- Implement all objects of the Multi Error Configuration, as defined in NTCIP 1203.
- Implement all objects of the Illumination/Brightness.
- Sign Status, as defined in NTCIP 1203.
- Status Error, as defined in NTCIP 1203.
- Pixel Error Status, as defined in NTCIP 1203.
- The sign display shall be capable of displaying preprogrammed Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. Since the display of graphics is currently not defined within the NTCIP Standards or their amendments, the vendor shall propose, and provide detailed documentation (i.e., interface protocol description level), how the specified graphical shapes can be displayed.
- Implement the optional objects listed in Table 7.

Table 1
Modified Object Ranges for Mandatory Objects

Object	Reference	Project Requirement
ModuleTableEntry	NTCIP 1201 Clause 2.2.3	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component and the modelVersion shall indicate the model version number of the component.
MaxGroupAddresses	NTCIP 1201 Clause 2.7.1	Shall be at least 1
CommunityNamesMax	NTCIP 1201 Clause 2.8.2	Shall be at least 3
PCMSNumPermanentMsg	NTCIP 1203 Clause 2.6.1.1.1.1	Shall be at least 20*
PCMSMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	Shall be at least 50. Each message shall support at least 4 pages per message.
PCMSFreeChangeableMemory	NTCIP 1203 Clause 2.6.1.1.1.4	Shall be at least 70 when no messages are stored.
PCMSMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The PCMS shall support any valid MULTI string containing any subset of those MULTI tags listed in Table 4.
PCMSControlMode	NTCIP 1203 Clause 2.7.1.1.1.1	Shall support at least the following modes: <ul style="list-style-type: none"> ▪ local ▪ external ▪ central ▪ centralOverride

Table 2
Content of Permanent Messages

Perm. Msg. Num.	Section 12 Description
1	Permanent Message #1 shall blank the display (i.e., command the sign to use PCMSMessageType 7). It shall have a run-time priority of 50.

Table 3
Required MULTI Tags

Code	Feature
f1	Field 1 - time (12hr)
f2	Field 2 - time (24hr)
f8	Field 8 - day of month
f9	Field 9 - month
f10	Field 10 - 2 digit year
f11	Field 11 - 4 digit year
F1 (and /f1)	flashing text on a line by line basis with flash rates controllable in 0.5 second increments.
Fo	Font
J12	justification - line - left
J13	justification - line - center
J14	justification - line - right
J15	justification - line - full
Jp2	justification - page - top
Jp3	justification - page - middle
Jp4	justification - page - bottom
Nl	New line
Np	New page, up to 2 instances in a message (i.e., up to 4 pages/frames in a message counting first page)
Pt	page times controllable in 0.5 second increments.

**Table 4
Modified Object Ranges for the Report Conformance Group**

Object	Reference	Project Requirement
maxEventLogConfigs	NTCIP 1201 Clause 2.5.1	Shall be at least 50
eventConfigurationMode	NTCIP 1201 Clause 2.4.3.1	The NTCIP Component shall support the following Event Configuration Modes: <ul style="list-style-type: none"> ▪ onChange ▪ greaterThanValue ▪ smallerThanValue
maxEventLogSize	NTCIP 1201 Clause 2.5.3	Shall be at least 200
maxEventClasses	NTCIP 1201 Clause 2.5.5	Shall be at least 16

**Table 5
Modified Object Ranges for the Font Configuration Conformance Group**

Object	Reference	Project Requirement
numfont	NTCIP 1203 Clause 2.4.1.1.1.1	Shall be at least 3*
maxFontCharacters	NTCIP 1203 Clause 2.4.1.1.1.3	Shall be at least 127**

* Upon delivery, the first font shall be a standard 18-inch font. The second font shall be a double-stroke 18-inch font. The third font shall be a 28-inch font.

** Upon delivery, the first three font sets shall be configured in accordance with the ASCII character set for the following characters:

"A" thru "Z" - All upper case letters.

"a" thru "z" - All lower case letters.

"0" thru "9" - All decimal digits.

Space (i.e., ASCII code 0x20).

Punctuation marks shown in brackets [. , ! ? - ' ' " " / ()]

Special characters shown in brackets [# & * + < >]

**Table 6
Modified Object Ranges for the MULTI Configuration Conformance Group**

Object	Reference	Project Requirement
defaultBackgroundColor	NTCIP 1203 Clause 2.5.1.1.1.1	The PCMS shall support the following background colors: <ul style="list-style-type: none"> ▪ black
defaultForegroundColor	NTCIP 1203 Clause 2.5.1.1.1.2	The PCMS shall support the following foreground colors: <ul style="list-style-type: none"> ▪ amber ▪ orange
defaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The PCMS shall support the following line justification: <ul style="list-style-type: none"> ▪ Left ▪ Center ▪ Right ▪ Full
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The PCMS shall support the following forms of page justification: <ul style="list-style-type: none"> ▪ Top ▪ Middle ▪ Bottom
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The PCMS shall support the following character sets: <ul style="list-style-type: none"> ▪ eightBit

Table 7
Optional Object Requirements

Object	Reference	Project Requirement
globalSetIDParameter	NTCIP 1201 Clause 2.2.1	
eventConfigLogOID	NTCIP 1201 Clause 2.5.2.7	
eventConfigAction	NTCIP 1201 Clause 2.5.2.8	
eventClassDescription	NTCIP 1201 Clause 2.5.6.4	
defaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
PCMSSWReset	NTCIP 1203 Clause 2.7.1.1.1.2	
PCMSMessageTimeRemaining	NTCIP 1203 Clause 2.7.1.1.1.4	
PCMSShortPowerRecoveryMessage	NTCIP 1203 Clause 2.7.1.1.1.8	
PCMSLongPowerRecoveryMessage	NTCIP 1203 Clause 2.7.1.1.1.9	
PCMSShortPowerLossTime	NTCIP 1203 Clause 2.7.1.1.1.10	
PCMSResetMessage	NTCIP 1203 Clause 2.7.1.1.1.11	
PCMSCommunicationsLossMessage	NTCIP 1203 Clause 2.7.1.1.1.12	
PCMSTimeCommLoss	NTCIP 1203 Clause 2.7.1.1.1.13	
PCMSEndDurationMessage	NTCIP 1203 Clause 2.7.1.1.1.15	
PCMSMemoryMgmt	NTCIP 1203 Clause 2.7.1.1.1.16	The PCMS shall support the following Memory

		management Modes: <ul style="list-style-type: none"> ▪ normal ▪ clearChangeableMessage ▪ clearVolatileMessages
PCMSMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the vendor implements any vendor-specific MULTI tags, the PCMS shall be provided with documentation that includes meaningful error messages within this object whenever one of these tags generates an error.
PCMSIllumLightOutputStatus	NTCIP 1203 Clause 2.8.1.1.1.9	
watchdogFailureCount	NTCIP 1203 Clause 2.11.1.1.1.5	
PCMSStatDoorOpen	NTCIP 1203 Clause 2.11.1.1.1.6	
fanFailure	NTCIP 1203 Clause 2.11.2.1.1.8	
fanTestActivation	NTCIP 1203 Clause 2.11.2.1.1.9	
tempMinCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.1	
tempMaxCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.2	
tempMinSignHousing	NTCIP 1203 Clause 2.11.4.1.1.5	
tempMaxSignHousing	NTCIP 1203 Clause 2.11.4.1.1.6	

NTCIP Compliance Documentation. Software shall be supplied with full documentation, including a CD-ROM containing ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format.

The relevant version of each official standard MIB Module referenced by the device functionality shall be included. If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro shall be provided. The filename of this file shall be identical to the standard MIB Module, except that it will have the extension ".man".

A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros shall be provided. This includes a MIB containing any other objects supported by the device.

Additionally, the manufacturer shall provide a test procedure that demonstrates how the NTCIP compliance of both, the data dictionaries (NTCIP 1201, 1203, and their amendments) and the communications protocols have been tested. The manufacturer shall allow the use of any and all of this documentation by any party authorized by the Procuring Agency for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

907-619.02.14.7-Additional Equipment Requirements. When the contract requires the PCMS to include a speed radar unit, the radar shall operate in the "K" band, in an "approach only" mode. In conjunction with the radar, the sign shall be capable of displaying the vehicle speeds. The unit shall be programmable to allow the interruption of user-defined messages by the vehicle speed display and/or alternate messages whenever a settable speed threshold is exceeded. The radar unit shall be encased in an aluminum enclosure with a polycarbonate lens, and the metal portion shall receive the same protective coating, priming, and painting as the rest of the sign

907-619.02.14.8-System Documentation. For each PCMS, the Contractor shall provide two (2) user manuals. The user manual shall include description and samples for all operational functions, software required to operate the sign on site and remotely, all wiring diagrams, a parts lists, the sign specifications, warranty information, maintenance information and schedule, and a trouble shooting table

Each copy shall be bound and shall contain laminated sheets.

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

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

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

providing electrical service, power to operate the equipment, and removal of the power source from the right-of-way shall be borne by the Contractor.

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

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

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

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

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

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

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

907-619-E3: Changeable Message Sign * - per each

* Indicate when options are required

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-622-5

CODE: (SP)

DATE: 11/21/2012

SUBJECT: Field Office Building

Section 622, Engineer's Field Office Building, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

907-622.03.1.1--Type 1, Type 2 and Type 3 Field Office Buildings. At the end of the third paragraph of Subsection 622.03.1.1 on page 436, add the following:

In addition to the telephone service, the Contractor shall also provide a broadband connection to the internet. The service shall be capable of providing a downstream speed of 6 Mbps and an upstream speed of 512 kbps.

907-622.05--Basis of Payment. Add the "907" prefix to the first pay item listed on page 439.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

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.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-631-1

CODE: (SP)

DATE: 05/04/2010

SUBJECT: Flowable Fill

Section 631, Flowable Fill, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted in toto and replaced as follows:

SECTION 907-631 - FLOWABLE FILL

907-631.01--Description. This work shall consist of furnishing and placing a flowable fill material. Uses include, but are not limited to, placement under existing bridges, around or within box culverts or pipe culverts, or at other locations shown on the plans.

907-631.02--Materials. All materials shall meet the requirements of the following Subsections, or as stated herein:

Fine Aggregate	*
Portland Cement	701.01 and 701.02
Fly Ash.....	714.05
Air Entraining Admixtures **	713.02
Water.....	714.01.1 and 714.01.2
Calcium Chloride **	714.02

* The gradation of the fine aggregate shall be fine enough for the fine aggregate to stay in suspension in the mortar to the extent required for proper flow and shall conform to the following grading:

<u>Sieve Size</u>	<u>% Passing</u>
1/2 inch	100
No. 200	< 1

** High air generators shall be used, as required, in order to increase the total air content to 25 – 35%. Only approved high air generators shall be used to obtain the required air content. Either a Type C or E chemical admixture or maximum 1.0% calcium chloride by weight of the total cementitious materials may be added as required by the application and with the approval of the Engineer. Calcium chloride may not be used where the flowable fill comes into contact with metal. Adding the Type C or E chemical admixture or calcium chloride does not require a different or new mixture design from one previously approved.

907-631.02.1--Mixture Design. Flowable fill is a mixture of Portland cement, fine aggregate, water, and, as required to obtain the required total air content, either high air generators or air

entraining admixtures. Fly ash shall be used for Non-Excavatable applications. Flowable fill contains a low cementitious content for reduced strength development.

At least 30 days prior to production of flowable fill, the Contractor shall submit to the Engineer proposed flowable fill mixtures design following the mixture design submittal procedures listed in the Department's *Concrete Field Manual*.

The concrete producer shall assign a permanent unique mixture number to each flowable fill mixture design. All flowable fill mixture designs will be reviewed by the Materials Division prior to use. Flowable fill mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

Once approved, a flowable fill mixture design may be transferred to other projects without additional testing provided the material sources have not changed. Allowable changes in material sources shall meet the requirements of the Department's *Concrete Field Manual*, Section 5.7. For allowable changes in material sources, the mixture design shall be re-verified following the requirements of Subsection 907-631.02.1.2.

907-631.02.1.1--Proportioning of Mixture Design. The mixture design proportions shall be determined based on batches mixed using production equipment.

Table 1, "Flowable Fill Mixture Design Proportioning Guide", is a guide for proportioning flowable fill, except where noted.

Table 1
Flowable Fill Mixture Design Proportioning Guide

	Excavatable	Non-Excavatable
Material	Amount (lbs/yd ³)	
Cement	75 – 150 *	75 – 150 *
Fly Ash	-	150 – 600 *
Fine Aggregate	**	**
Water	***	***

* Guideline for proportioning. The actual amount may vary from the amount listed the Table 1.

** Fine aggregate shall be proportioned to yield one cubic yard of mixture as verified by unit weight.

*** Mixture designs shall produce a consistency that will result in a flowable self-leveling product at time of placement.

Each mixture design shall be verified using production equipment prior to submittal of the mixture design for review. During the verification, the mixture design shall meet the

requirements of the “Performance Requirements Flowable Fill Design” listed in Table 2. The verification performance data and the corresponding batch ticket shall be submitted with the mixture design.

Table 2
Performance Requirements for Verification of Flowable Fill Mixture Designs

Mixture Property	Performance Requirement		Required Test Method
	Excavatable	Non-Excavatable	
Consistency	Approximate 8-inch spread		(see below)
Total Air Content (%)	25 – 35	5 – 15	AASHTO T121
28 Day Compressive Strength (psi)	–	Minimum 125	AASHTO T22 and T23
Unit Weight (lbs/ft ³)	90 – 110	100 – 125	AASHTO T121

The consistency of the fresh mixture shall be that of a thin slurry. The consistency shall be tested by filling to the top a three-inch diameter by six-inch high cylinder which is open on both ends. With the mixture in the cylinder, immediately pull the cylinder straight up. The correct consistency of the mixture will produce a spread meeting the requirements in Table 2 with no segregation.

907-631.02.1.2--Verification of Mixture Design. The verification shall be performed by the Contractor prior to submittal of the mixture design proportions for review. The verification performance data and the corresponding batch ticket shall be submitted with the mixture design. The verification shall be performed using the batching and mixing equipment anticipated to be used during production of the mixture for the project. In addition to the performance requirements listed in Table 2, the verification shall meet the batching tolerance requirements for the material weights listed in the Department’s *Concrete Field Manual*.

Adjustments of the proportions of fine aggregate and/or water shall be made to achieve suspension of the fine aggregate.

The requirements in Table 2 for consistency, percent total air content, compressive strength, and unit weight are for verification of the mixture design proportion purposes only and are not intended for jobsite acceptance requirements.

907-631.02.2--Acceptance of Mixture. The acceptance of the mixture at the job site will be based on the performance of the flowable fill mixture placed and will be at the discretion of the Engineer. For acceptance of the mixture at the job site, the mixture shall be self-leveling and shall not settle, segregate, or have excessive bleed water.

907-631.02.3--Manufacturing. Flowable fill will be batched, mixed, and transported in accordance with the requirements of Section 804.

907-631.02.4--Sampling and Testing. The yield shall be determined by testing the first load

placed on each production day in accordance with AASHTO Designation: T121. If adjustments are made to the mixture design proportions to correct for yield, the yield shall be determined on the next load with the adjusted proportions.

907-631.03--Construction Requirements. Prior to placing flowable fill, each end of the structure shall be plugged leaving an opening at each end no larger than necessary to accommodate the filling equipment. Flowable fill shall be discharged from the mixer by any reasonable means into the area to be filled. Unless otherwise approved by the Engineer, filling will begin on the downstream end of the structure and continue until no further material will enter the structure. The flowable fill will then be continued from the upstream end of the structure.

907-631.04--Method of Measurement. Flowable fill will be measured by the cubic yard which will be determined from the yield in accordance with the requirements of Subsection 907-631.02.4. The yield will be calculated by dividing the actual batch weights of each load by the unit weight of the mix, which will be determined by testing the first load placed on each production day.

907-631.05--Basis of Payment. Flowable fill, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for furnishing all labor, equipment, tools and materials to complete the work.

Payment will be made under:

- 907-631-A: Flowable Fill, Excavatable - per cubic yard
- 907-631-B: Flowable Fill, Non-Excavatable - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-699-4

CODE: (IS)

DATE: 02/15/2012

SUBJECT: Construction Stakes

Section 699, Construction Stakes, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-699.01--Description. After the first paragraph of Subsection 699.01 on page 585, add the following:

This work may be performed utilizing Automated Machine Guidance technologies and systems in accordance with the standard specifications and contract documents. Automated Machine Guidance (AMG) is defined as the utilization of positioning technologies such as Global Positioning Systems (GPS), Robotic Total Stations, lasers, and sonic systems to automatically guide and adjust construction equipment according to the intended design requirements. The Contractor may use any type of AMG system(s) that result in compliance with the contract documents and applicable Standard Specifications.

Automated Machine Guidance (AMG) is not a mandatory requirement. Automated Machine Guidance (AMG), conventional staking, or a combination of both may be used at the Contractor's option for staking on this project.

907-699.02--Materials. After the last sentence of the first paragraph of Subsection 699.02 on page 585, add the following.

All equipment required to accomplish automated machine guidance shall be provided by the Contractor. The Contractor may use any type of AMG equipment that achieves compliance with the contract documents and applicable Standard Specifications.

907-699.03--Construction Requirements. Delete the first sentence of Subsection 699.03 on page 585 and substitute the following:

The Department will establish, one time only, secondary control points with elevations at distances not to exceed 1500 feet or that minimum distance necessary to maintain inter-visibility.

Delete the third sentence of the fourth paragraph of Subsection 699.03 on page 587, and substitute the following.

The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law and the latest edition of the MDOT Survey Manual. The MDOT Survey Manual can be obtained online at the following address.

<http://www.gomdot.com/Divisions/Highways/Resources.aspx?Div=RoadwayDesign>.

After the last paragraph of Subsection 699.03 on page 587, add the following.

907-699.03.1--Automated Machine Guidance.

907-699.03.1.1--Automated Machine Guidance Work Plan. The Contractor shall submit a comprehensive written Automated Machine Guidance Work Plan to the Engineer for review at least 30 days prior to use. The submittal of a AMG Work Plan shall be an indication of the Contractor's intention to utilize AMG instead of conventional methods on the project areas and elements stated in the Work Plan. The Engineer shall review the Automated Machine Guidance Work Plan to ensure that the requirements of this special provision are addressed. The Contractor shall assume total responsibility for the performance of the system utilized in the Work Plan. Any update or alteration of the Automated Machine Guidance Work Plan in the course of the work shall be approved and submitted to MDOT for determination of conformance with requirements of this special provision.

The Automated Machine Guidance Work Plan shall describe how the automated machine guidance technology will be integrated into other technologies employed on the project. This shall include, but not limited to, the following:

1. A description of the manufacturer, model, and software version of the AMG equipment.
2. Information on the Contractor's experience in the use of Automated Machine Guidance system (or Related Technologies) to be used on the project, including formal training and field experience of project staff.
3. A single onsite staff person as the primary contact, and up to one alternate contact person for Automated Machine Guidance technology issues.
4. A definition of the project boundaries and scope of work to be accomplished with the AMG system.
5. A description of how the project proposed secondary control(s) is to be established. It shall also include a list and map detailing control points enveloping the site.
6. A description of site calibration procedures including, but not limited to, equipment calibration and the frequency of calibration as well as how the equipment calibration and information will be documented to MDOT and the Project Engineer. The documentation shall contain a complete record of when and where the tests were performed and the status of each equipment item tested within or out of the ranges of required tolerances.
7. A description of the Contractor's quality control procedures for checking mechanical calibration and maintenance of equipment. It shall also include the frequency and type of checks to be performed.
8. A description of the method and frequency of field verification checks and the submission schedule of results to the Project Engineer.
9. A description of the Contractor's contingency plan in the event of failure/outage of the AMG system.
10. A schedule of Digital Terrain Models (DTM) intended for use on the project. This shall be submitted to the Engineer for review, feedback, and communication.

The Contractor and MDOT will agree on the quantity and schedule of Contractor-provided training on the utilized AMG system required under Subsection 907-699.03.1.3.

907-699.03.1.2--State's Responsibilities. The District Surveyor will set the primary horizontal

and vertical control points in the field for the project as per latest edition of the MDOT Survey Manual. The control points shall be in Mississippi State Plane coordinate system.

MDOT will provide an electronic alignment file and primary control file for the project. This file will be based on the appropriate Mississippi State Plane Coordinate Zone either West or East. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats. The Contractor shall perform necessary conversion of the files for their selected grade control equipment, field verify the data for accuracy, and immediately report any errors to MDOT.

MDOT will provide design data, if available, in an electronic format to the Contractor. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats as specified in the Data Format section of this specification. No guarantee is made to the data accuracy or completeness, or that the data systems used by MDOT will be directly compatible with the systems used by the Contractor. Information shown on the paper plans marked with the seal (official plans as advertised) shall govern.

The Engineer will perform spot checks as necessary of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in accordance with the Specifications, the Engineer shall order the Contractor to re-construct the work to the requirements of the contract documents at no additional cost to the Department.

907-699.03.1.3--Contractor's Responsibilities The Contractor shall provide formal training, if requested, on the use of the Automated Machine Guidance Equipment and the Contractor's systems to MDOT project personnel prior to the start of construction activities utilizing AMG. This training is for providing MDOT project personnel with an understanding of the equipment, software, and electronic data being used by the Contractor.

The Contractor shall use the alignment and control data provided by MDOT.

The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction work that may be incurred due to errors in application of Automated Machine Guidance techniques or manipulation of MDOT design data in Digital Terrain Models (DTM).

The Contractor shall be responsible for converting the information on the plans and/or electronic data file provided by MDOT into a format compatible with the Contractor's AMG system.

The Contractor shall establish secondary control points at locations along the length of the project and outside the project limits and/or where work is performed beyond the project limits as required by the Automated Machine Guidance system utilized. The Contractor shall establish this secondary control using survey procedures as outlined in the latest edition of the MDOT Survey Manual. A copy of all new control point information shall be provided to the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the State.

The Contractor shall preserve all reference points and monuments that are established by the District Surveyor outside the construction limits. If the Contractor fails to preserve these items, they shall be re-established by the Contractor to their original quality at no additional cost to the State.

The Contractor shall set grade stakes at the top of the finished sub-grade and base course at all hinge points on the typical sections at 2000-foot maximum intervals on mainline, critical points such as, but not limited to, PC's, PT's, beginning and ending super elevation transition sections, middle of the curve, and at least two locations on each of the side roads and ramps, and at the beginning and end of each cross slope transition where Automated Machine Guidance is used. These grade stakes shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.

The Contractor shall meet the same accuracy requirements as detailed in the Mississippi Standard Specifications for Road and Bridge Construction. Grade stakes shall be established as per Section 699 of the Mississippi Standard Specifications for Road and Bridge Construction for use by the Engineer to check the accuracy of the construction.

The Contractor shall be responsible for implementing the AMG system using the Mississippi State Plane Coordinate System. No localization methods will be accepted.

907-699.03.1.4--Data Format. It is the Contractor's responsibility to produce the Digital Terrain Model(s) and/or 3D line work needed for Automated Machine Guidance. MDOT does not produce this data in its design process. MDOT does provide CADD files created in the design process to the Contractor. The CADD files provided by MDOT are provided in the native software application formats in which they are created with no conversions, and their use in developing 3D data for machine guidance is at the discretion of the Contractor. The CADD files that may be available are listed below. Cross-Sections are one of the items provided but are not necessarily created at critical design locations. Therefore their use in Digital Terrain Models (DTM) for AMG is limited.

1. Project Control - Microstation DGN file and ASCII file
2. Existing Topographic Data - Microstation DGN file(s)
3. Preliminary Surveyed Ground Surface - GeoPak TIN, if available
4. Horizontal and Vertical alignment information - GeoPak GPK file and/or Microstation DGN file(s)
5. 2D Design line work (edge of pavement, shoulder, etc.) - Microstation DGN file(s)
6. Cross sections - Microstation DGN file(s), GeoPak format
7. Superelevation - Microstation DGN file(s), GeoPak format
8. Form Grades - Microstation DGN file(s)
9. Design Drainage - Microstation DGN file(s)

It is expressly understood and agreed that MDOT assumes no responsibility in respect to the sufficiency or accuracy of these CADD files. These files are provided for convenience only and the contract plans are the legal document for constructing the project.

907-699.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 588.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-3

CODE: (SP)

DATE: 05/08/2012

SUBJECT: Polyphosphoric Acid (PPA) Modification of Petroleum Asphalt Cement

Section 702.05, Petroleum Asphalt Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-702.05--Petroleum Asphalt Cement. Delete the third paragraph of Subsection 702.05 on page 598, and substitute the following.

The bituminous material used in all types of asphalt mixtures shall conform to AASHTO Designation: M 320, Performance Grade PG 67-22, as modified in the table below, except that Polyphosphoric Acid (PPA) may be used at low dosage rates as a modifier to enhance the physical properties of a base binder to meet the requirements for Performance Grade PG 67-22. In addition, PPA may be used as a catalyst or mixing agent at low dosage rates in the production of Polymer Modified, Performance Grade PG 76-22.

When PPA is used as a modifier, in no case shall the PPA modifier be used to adjust the physical properties of the binder a full binder grade. For example: the base binder (unmodified) is graded as a PG 64-22 and should only be modified by the addition of PPA to a modified binder grade of PG 67-22.

When petroleum asphalt cement is modified by PPA, the following dosage limits shall be applied.

<u>Grade</u>	<u>Dosage Limit</u>
PG 67-22	0.75% by weight of binder
PG 76-22	0.50% by weight of binder

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-10

DATE: 1/08/2013

SUBJECT: Aggregates

Before Subsection 907-703.06.1.2 on page 1, add the following.

907-703.06.1--Coarse Aggregates. Delete the third paragraph of Subsection 703.06.1 on page 613, and substitute the following.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-703-10

CODE: (SP)

| DATE: 06/06/2012

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 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 limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825 B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

907-703.04.2--Fine Aggregate. Delete the first sentence of the first paragraph of Subsection 703.04.2 on page 612, and substitute the following.

Fine aggregate, defined as material passing No. 8 sieve, shall be material resulting from the crushing of limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

907-703.04.3--Gradation. After the table in Subsection 703.04.3 on page 613, add the following.

If crushed concrete is used, the crushed material shall meet the gradation requirements of Size No. 825 B with the exception that the percent passing by weight of the No. 200 sieve shall be 2 – 18.

907-703.06--Aggregates for Hot Mix Asphalt.

907-703.06.1.2--Fine Aggregates. Delete the last sentence of Subsection 703.06.1.2 on page 614.

907-703.20.3--Gradation. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following.

PERCENT PASSING BY WEIGHT

Square Mesh Sieves	Shell	Coarse			Medium	Fine
		Size I	Size II Note (1)	Size III Note (3)		
3 inch	90-100			100		
2 1/2 inch				90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch	12-65	12-65		97-100		
No. 4, Note (2)	0-30	0-30		92-100		
No. 10	0-8	0-8		80-100	100	
No. 40				10-40	80-100	
No. 60				0-20	30-100	
No. 100					15-80	
No. 200	0-5	0-4	0-4	0-5	0-30	
PI Material Passing No. 40				6 or less	0	

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-4

CODE: (SP)

DATE: 04/24/2012

SUBJECT: Rubber Type Gaskets

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

907-707.04--Rubber Type Gaskets for Joining Conduit. In the first sentence of Subsection 707.04 on page 636, delete the reference to “AASHTO Designation: M 315” and substitute “ASTM Designation: C 443”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-708-5

DATE: 04/11/2012

SUBJECT: Non-Metal Drainage Structures

After Subsection 907-708.02.1.2 on page 1, add the following.

907-708.02.1.4--Coarse Aggregate. Delete the last sentence of Subsection 708.02.1.4 on page 639.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-5

CODE: (IS)

DATE: 05/12/2008

SUBJECT: Non-Metal Drainage Structures

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

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

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

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

907-708.17--Corrugated Plastic Pipe Culverts.

907-708.17.1--Corrugated Polyethylene Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.1 on page 645 and substitute the following.

Corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 294, Type S and/or SP, as applicable, and shall have soil tight joints, unless otherwise specified.

Delete the last sentence of the second paragraph of Subsection 708.17.1 on page 645.

After Subsection 708.17.1 on page 645, add the following:

907-708.17.1.1--Inspection and Final Acceptance of Corrugated Polyethylene Pipe Culverts.

Approximately 50% of the installed length of corrugated polyethylene pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.17.2--Corrugated Poly (Vinyl Chloride) (PVC) Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.2 on page 645 and substitute the following.

Corrugated poly (vinyl chloride) (PVC) pipe shall conform to the requirements of AASHTO Designation: M 304 and shall have soil tight joints, unless otherwise specified. Non-perforated PVC pipe used in underdrains shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

After Subsection 708.17.2 on page 645, add the following:

907-708.17.2.1--Inspection and Final Acceptance of Poly (Vinyl Chloride) (PVC) Pipe Culverts. Approximately 50% of the installed length of PVC pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a “go, no-go” mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.18--Sewer Pipe Used for Underdrains.

907-708.18.1--General. After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

907-708.18.3--Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe. After the first sentence of Subsection 708.18.3 on page 645, add the following.

Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

907-708.18.4--Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe. Delete the paragraph in Subsection 708.18.4 on page 645 and substitute the following.

This pipe shall conform to the following requirements. For pipe sizes less than or equal to six inches ($\leq 6''$), the pipe shall be Class PS46 meeting the requirements of AASHTO Designation: M 278. For pipe sizes greater than six inches ($> 6''$), the pipe shall meet the requirements of AASHTO Designation: M 304. Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

Delete Subsection 708.19 on page 645 and substitute the following:

907-708.19--Corrugated Polyethylene Pipe. This pipe shall be high density polyethylene pipe or drainage tubing meet the requirements of AASHTO Designation: M 294, Type S or SP, or

AASHTO Designation: M 252, Type S or Type SP, as applicable.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-709-1

CODE: (IS)

DATE: 05/05/2008

SUBJECT: Metal Pipe

Section 709, Metal Pipe, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 709.02 on page 649, add the following:

907-709.02.1--Aluminized Corrugated Metal Culvert Pipe and Pipe Arches. All aluminized metal pipe and arches shall be manufactured from Type 2 corrugated metal pipe and arches in accordance with the requirements of Subsection 709.02.

907-709.03--Bituminous Coated Corrugated Metal pipe and Pipe Arches.

907-709.03.1--Materials. Delete the first sentence of the first paragraph of Subsection 709.03.1 on page 649, and substitute the following:

Bituminous coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 190 and be completely coated inside and out with an asphalt cement which will meet the performance requirements hereinafter set forth.

907-709.05--Polymer Coated Corrugated Metal Pipe and Pipe Arches. Delete the first sentence of the first paragraph of Subsection 709.05 on pages 649 and 650, and substitute the following:

Polymer coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 245, except the minimum gauge thickness shall be as shown on the plans or in the contract; however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe will be determined by inside measurement between the crests of the corrugations. Corrugations greater than 3" x 1" will not be allowed in arch pipe.

907-709.06--Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.06 on page 650, and substitute the following:

Corrugated metal pipe shall conform to AASHTO Designation: M 36, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.06.1--Aluminized Corrugated Metal Culvert Pipe For Underdrains. All aluminized corrugated metal pipe for underdrains shall be manufactured from Type 2 corrugated metal pipe

and arches in accordance with the requirements of AASHTO Designation: M 36, Type III. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.07--Bituminous Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.07 on page 650, and substitute the following:

Bituminous coated corrugated metal pipe shall conform to the requirements of AASHTO Designation: M 190, Type A with a bituminous coating applied in accordance with the requirements of Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.08--Polymer Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.08 on page 650, and substitute the following:

The metal pipe for underdrains shall conform to the requirements of AASHTO Designation: M 245, Type III and the polymer coating shall conform to the requirements of Subsection 709.05. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.09--Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the first sentence in Subsection 709.09 on page 650, and substitute the following:

Corrugated aluminum culvert pipe and arches shall conform to the requirements of AASHTO Designation: M 196, Type IA.

907-709.10--Corrugated Aluminum Alloy Pipe for Underdrains. Delete the first sentence in Subsection 709.10 on page 650, and substitute the following:

Corrugated aluminum pipe underdrains shall conform to the requirements of AASHTO Designation: M 196, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.11--Bituminous Coated Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the sentence in Subsection 709.11 on page 650, and substitute the following:

Bituminous coated aluminum culvert pipe and arches shall conform to AASHTO Designation: M 196, Type IA, and in addition shall be coated inside and out as specified in Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.13--Bituminous Coated Corrugated Aluminum Alloy Pipe for Underdrains. Delete the sentence in Subsection 709.13 on page 650, and substitute the following:

This pipe shall conform to AASHTO Designation: M 196, Type III, and shall be coated with bituminous material conforming to AASHTO Designation: M 190, type coating as specified. Manufacturer must repair any damaged coating caused from perforating the pipe.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-710-1

CODE: (SP)

DATE: 06/24/10

SUBJECT: Fast Dry Solvent Traffic Paint

Section 710, Paint, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows:

After Subsection 710.05 on Page 661, add the following:

907-710.06--Fast Dry Solvent Traffic Paint. Fast dry solvent traffic paints intended for use under this specification shall include products that are single packaged and ready mixed. Upon curing, these materials shall produce an adherent, reflective pavement marking capable of resisting deformation by traffic. The manufacturer shall have the option of formulating the material according to their own specifications. However, the requirements delineated in this specification, Section 619 and Section 710 shall apply regardless of the formulation used. The material shall be free from all skins, dirt and foreign objects.

907-710.06.1--Composition.

907-710.06.1.1--Percent Pigment. The percent pigment by weight shall be not less than 51% nor more than 58% when tested in accordance with ASTM D 3723.

907-710.06.1.2--Viscosity. The consistency of the paint shall be not less than 75 nor more than 95 Krebs Units (KU) when tested in accordance with ASTM D 562.

907-710.06.1.3--Weight per Gallon. The paint shall weigh a minimum 11.8 pounds per gallon and the weight of the production batches shall not vary more than +/- 0.5 pounds per gallon from the weight of the qualification samples when tested in accordance with ASTM D 1475.

907-710.06.1.4--Total Solids. The percent of total solids shall not be less than 70% by weight when tested in accordance with ASTM D 2369.

907-710.06.1.5--Dry Time (No pick-up). The paint shall dry to a no tracking condition in a maximum of 10 minutes.

907-710.06.1.6--Volatile Organic Content. The volatile organic content (VOC) shall contain a maximum of 1.25 pounds of volatile organic matter per gallon of total non-volatile paint material when tested in accordance with ASTM D 3960.

907-710.06.1.7--Bleeding. The paint shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specification TT-P-115D.

907-710.06.1.8--Color. The initial daytime chromaticity for yellow materials shall fall within the box created by the following coordinates:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.53	0.51	0.455	0.472
y	0.456	0.485	0.444	0.4

The initial daytime chromaticity of white materials shall fall within the box created by the following coordinates:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.355	0.305	0.285	0.355
y	0.355	0.305	0.325	0.375

907-710.06.2--Environmental Requirements. All yellow materials using lead chromate pigments shall meet the criteria of non-hazardous waste as defined by 40 CFR 261.24 when tested in accordance with EPA Test Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). The striping and marking material , upon preparation and installation, shall not exude fumes which are toxic, or detrimental to persons or property. All material using lead free pigments shall NOT contain either lead or other Resource Conservation and Recovery Act (RCCA) materials in excess of the standard defined by EPA Method 3050 and 6010.

907-710.06.3--Acceptance Procedures. Acceptance of all fast dry solvent based traffics paint will be based on the Manufacturer’s Certification and Certified Test Results. The Contractor shall furnish the Engineer with three copies of the manufacturer’s certification stating that each lot of material in a shipment complies with the requirements of this contract. In addition, the Contractor shall provide Certified Test Reports for all tests required by this specification. The test results shall be representative of the material contained with the shipment.

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-713-2

DATE: 04/04/2012

SUBJECT: Admixtures for Concrete

After the last sentence of the first paragraph of Subsection 907-713.02 on page 1, add the following.

Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-713-2

CODE: (IS)

| DATE: 11/09/2010

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 Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished 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 Standard Specification.

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.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

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. 907-715-3

DATE: 06/14/2012

SUBJECT: Roadside Development Materials

Add the following to the table in Subsection 907-715.03.2 on page 1.

Wheat	-	80	98
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-3

CODE: (IS)

DATE: 01/25/2008

SUBJECT: Roadside Development Materials

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

907-715-02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

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

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows:

$$\% \text{ RNV} = \text{CCE} \times (\% \text{ passing \#10 mesh} + \% \text{ passing \#50 mesh})/2$$

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-720-1

DATE: 10/04/2012

SUBJECT: Pavement Marking Material

Before Subsection 907-720.02 on page 1, add the following.

907-720.01--Glass Beads. After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

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. 907-804-13

| **DATE:** **02/14/2013**

SUBJECT: **Concrete Bridges And Structures**

After the second paragraph of Subsection 907-804.02.10 on page 2, add the following.

After the first paragraph of Subsection 804.02.10 on page 850, add the following.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

In the ** Note of Subsection 907-804.02.10 on page 2, delete “metakaolin” from the list of other cementitious materials.

After the first sentence of the last paragraph of Subsection 907-804.02.10 on page 3, add the following.

Mixture designs containing accelerating admixtures will not be approved. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer’s recommended dosage range.

After Subsection 907-804.02.10.1.1 on page 3, add the following.

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. Delete subparagraph d) of Subsection 804.02.10.1.2 on pages 852 & 853, and substitute the following.

- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: T 126. Each change of water-cementitious ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.

After Subsection 907-804.02.10.3 on page 4, add the following.

After Subsection 804.02.10.3 on page 853, add the following.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within

30 days prior to installation of the trial shaft, with personnel from the Department's Central Laboratory present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

Before Subsection 907-804.02.12.3 on page 5, add the following.

907-804.02.12.1.1--Elements of Plan. After item 3) in Subsection 804.02.12.1.1 on page 855, add the following.

4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in section of the Plan shall be utilized.

If the maximum permitted slump or total air content is exceeded after the addition of admixtures at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted.

5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,

- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

After Subsection 907-804.03.6.2 on page 7, add the following.

907-804.03.8--Pumping Concrete. Delete the second paragraph of Subsection 804.03.8 on page 866, and substitute the following.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. This shall be accomplished by using the pump to fill a commercially-available six (6) cubic foot wheelbarrow to overflowing or filling a commercially-available eight (8) cubic foot wheel barrow to level. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

Before Subsection 907-804.03.15 on page 7, add the following.

907-804.03.14.2--Stay-In-Place Metal Forms. Delete the sentence in Subsection 804.03.14.2 on page 871 and substitute the following.

Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for bridge deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for bridge deck concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Project Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the satisfaction of the Project Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

All welds shall be performed by certified welders meeting the requirements of the approved shop drawings.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification

from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.
5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Project Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Placing of Concrete. The Contractor shall insure that concrete placement does not damage the SIP metal forms. The concrete shall be vibrated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Approved pouring sequences shall be used. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

907-804.03.14.2.8--Inspection. The Project Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Project Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Project Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Project Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Project Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Project Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Project Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Project Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Project Engineer. If the Project Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Project Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

Delete Table 6 of Subsection 907-804.03.15 on page 8, 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
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

Forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

Delete the second paragraph of Subsection 907-804.03.16.1 on page 9, and substitute the following.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability that the ambient temperatures will be lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Within 30 minutes of removal of the insulating blanketing material in any area, the Contractor shall have curing of the concrete established in accordance with the requirements in Subsection 907-804.03.17. 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.

Before Subsection 907-804.03.19 on page 9, add the following.

907-804.03.17--Curing Concrete. Delete Subsection 804.03.17 on pages 874 & 875, and substitute the following.

Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other is complete.

The length of time for curing shall be maintained in accordance with either of the following:

1. Prescribed Length of Time:

- a) Curing following the requirements of Subsection 804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. Length of Time Defined by Development of Compressive Strength:

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

Following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers. For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the concrete surface once every 8 hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is

to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

Delete Subsection 907-804.19.7 on page 9, and substitute the following.

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the third paragraph of Subsection 804.03.19.7.1 on page 884, and substitute the following.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the

finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. Before the first paragraph of Subsection 804.03.19.7.2 on page 884, add the following.

The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, the time for establishing curing in accordance with Subsections 907-804.03.17 shall be increased to within 30 minutes for bridges without skew and within 35 minutes for bridges with skew.

907-804.03.19.7.3--Transverse Method. Delete the first sentence of the second paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time.

Delete the fourth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

Delete the last sentence of the fifth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

Delete the last paragraph of Subsection 804.03.19.7.3 on page 886, and substitute the following.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

Regardless of the finish, the requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits.

After Subsection 907-804.03.19.7.4 on page 9, add the following.

Delete the title of Subsection 804.03.19.7.4.1.3 on page 888, and substitute the following.

907-804.03.19.7.4.1.3--Final Surface Texture.

907-804.03.20--Opening Bridges.

907-804.03.20.2--Construction Traffic. Delete the paragraph in Subsection 804.03.20.2 on page 889, and substitute the following:

Unless otherwise specified, the concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and until the required compressive strength for the concrete is obtained.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-13

CODE: (IS)

DATE: 11/09/2010

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. 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.

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
- 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 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 mixture designs complying with the Department’s *Concrete Field Manual*.

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 eight (8) inches with :

- an approved water-reducing admixture,
- an approved water-reducing/set-retarding admixture, or
- a combination of an approved water-reducing admixture and an approved set-retarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

**** 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:

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Any combinations of 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 first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following:

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note ***** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted

slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

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 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.

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.

In Table 4 of Subsection 804.02.12.5 on page 857, replace “One set (two cylinders) for 0-100 yd³ inclusive” with “A minimum of one set (two cylinders) for each 100 yd³,”

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.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following:

907-804.02.13.1--Basis of Acceptance.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent (±3%). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

907-804.02.13.1.5--Temperature. 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.

907-804.02.13.1.6--Compressive Strength. Laboratory cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

f'_c = Specified 28-day compressive strength, psi

- X = Individual compressive strength below f'_c , psi
- s = standard deviation, psi*
- f'_c = allowable design stress, psi

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c . If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$$

where:

- f'_c = Specified 28-day compressive strength, psi
- X = Individual compressive strength below f'_c , psi

907-804.03--Construction Requirements.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.2--Consolidation. After the last sentence of Subsection 804.03.6.2 on page 864, add the following:

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.15--Removal of Falsework, Forms, and Housing. Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**Table 7
Requirements for use of Maturity Meter Probes**

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from “Table 6” to “Table 8”.

907-804.03.19--Finishing Concrete Surfaces.

907-804.03.19.7--Finishing Bridge Floors.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

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

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 any 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.

Reconstruction of SR 607 to 4-Lanes from Texas Flat Road to I-59, known as State Project Nos. MDA-1125-00(003) / 105425301 & 302 in Hancock and Pearl River Counties.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
Roadway Items					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-A001		1	Lump Sum	Removal of Obstructions
0030	202-B008		8	Each	Removal of Box Culvert
0040	202-B019		6	Each	Removal of Concrete Headwall
0050	202-B057		4	Each	Removal of Inlets, All Sizes
0060	202-B064		1,374	Linear Feet	Removal of Pipe, 8" And Above
0070	202-B078		1,766	Square Yard	Removal of Pavement, All Types and Depths
0080	202-B087		2,143	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0090	202-B088		16	Each	Removal of Box Culvert Headwall, All Sizes
0100	203-A003	(E)	129,095	Cubic Yard	Unclassified Excavation, FM, AH
0110	203-EX017	(E)	218,563	Cubic Yard	Borrow Excavation, AH, FME, Class B9
0120	203-EX038	(E)	45,260	Cubic Yard	Borrow Excavation, AH, FME, Class B7-6
0130	203-F001	(E)	2,779	Cubic Yard	Channel Excavation, FM
0140	203-G003	(E)	62,332	Cubic Yard	Excess Excavation, FM, AH
0150	206-A001	(S)	3,712	Cubic Yard	Structure Excavation
0160	206-B001	(E)	5,568	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM
0170	209-A004		159,589	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0180	213-C001		23	Ton	Superphosphate
0190	216-A001		40	Square Yard	Solid Sodding
0200	217-A001		40	Square Yard	Ditch Liner
0210	219-A001		2	Thousand Gallon	Watering [\$20.00]
0220	220-A001		23	Acre	Insect Pest Control [\$30.00]
0230	221-A001	(S)	7	Cubic Yard	Portland Cement Concrete Paved Ditch
0240	223-A001		44	Acre	Mowing [\$40.00]
0250	234-A001		10,303	Linear Feet	Temporary Silt Fence
0260	235-A001		750	Bale	Temporary Erosion Checks
0270	236-A004		16	Each	Silt Basin, Type D
0280	239-A001		1,500	Linear Feet	Temporary Slope Drains
0290	406-A001		1,467	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0300	423-A001		20	Mile	Rumble Strips, Ground In
0310	501-E001		589	Linear Feet	Expansion Joints, Without Dowels
0320	502-A001	(C)	1,379	Square Yard	Reinforced Cement Concrete Bridge End Pavement

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
0330	602-A001	(S)	16,483	Pounds	Reinforcing Steel
0340	603-CA088	(S)	4,579	Linear Feet	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0350	603-CA089	(S)	2,929	Linear Feet	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0360	603-CA092	(S)	142	Linear Feet	42" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0370	603-CA093	(S)	396	Linear Feet	48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0380	603-CA104	(S)	416	Linear Feet	60" Reinforced Concrete Pipe, Class III, Rubber Type Gasket
0390	603-CB001	(S)	6	Each	18" Reinforced Concrete End Section
0400	603-CB002	(S)	18	Each	24" Reinforced Concrete End Section
0410	603-CB005	(S)	2	Each	42" Reinforced Concrete End Section
0420	603-CB006	(S)	8	Each	48" Reinforced Concrete End Section
0430	603-CB008	(S)	4	Each	60" Reinforced Concrete End Section
0440	603-CE040	(S)	1,280	Linear Feet	51" x 31" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0450	603-CE043	(S)	896	Linear Feet	58" x 36" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0460	603-CF005	(S)	18	Each	51" x 31" Concrete Arch Pipe End Section
0470	603-CF006	(S)	10	Each	58" x 36" Concrete Arch Pipe End Section
0480	603-SB058	(S)	3	Each	24" Branch Connections, Stub into Concrete Pipe
0490	604-A001		4,819	Pounds	Castings
0500	604-B001		3,250	Pounds	Gratings
0510	606-B001		1,838	Linear Feet	Guard Rail, Class A, Type 1
0520	606-D001		2	Each	Guard Rail, Bridge End Section, Type A
0530	606-D012		10	Each	Guard Rail, Bridge End Section, Type I
0540	606-E002		10	Each	Guard Rail, Terminal End Section, Flared
0550	606-E003		2	Each	Guard Rail, Terminal End Section, Non-Flared
0560	609-D004	(S)	15,709	Linear Feet	Combination Concrete Curb and Gutter Type 3A Modified
0570	609-D007	(S)	1,629	Linear Feet	Combination Concrete Curb and Gutter Type 2 Modified
0580	614-A001	(S)	302	Square Yard	Concrete Driveway, Without Reinforcement
0590	615-A018	(S)	200	Linear Feet	Concrete Bridge End Barrier, 33.5"
0600	616-A001	(S)	845	Square Yard	Concrete Median and/or Island Pavement, 4-inch
0610	616-A003	(S)	59	Square Yard	Concrete Median and/or Island Pavement, 10-inch
0620	618-A001		1	Lump Sum	Maintenance of Traffic
0630	619-A1001		42,928	Linear Feet	Temporary Traffic Stripe, Continuous White
0640	619-A2001		45,924	Linear Feet	Temporary Traffic Stripe, Continuous Yellow
0650	619-A5001		7,770	Linear Feet	Temporary Traffic Stripe, Detail
0660	619-A6001		480	Linear Feet	Temporary Traffic Stripe, Legend
0670	619-D1001		40	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
0680	619-D2001		1,682	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0690	619-E1001		1	Each	Flashing Arrow Panel, Type C
0700	619-F1001		1,050	Linear Feet	Concrete Median Barrier, Precast
0710	619-F3004		10	Each	Delineators, Guard Rail, White
0720	619-G4001		1,284	Linear Feet	Barricades, Type III, Single Faced
0730	619-G4005		36	Linear Feet	Barricades, Type III, Double Faced
0740	619-G5001		193	Each	Free Standing Plastic Drums
0750	619-G7001		4	Each	Warning Lights, Type "B"
0760	619-J1002		2	Unit	Impact Attenuator, 50 MPH
0770	619-J2004		1	Unit	Impact Attenuator, 50 MPH, Replacement Package
0780	619-K2002		5	Each	Installation and Removal of Guard Rail, Type I Bridge End Section
0790	619-K4001		5	Each	Installation and Removal of Guardrail, Terminal End Section
0800	620-A001		1	Lump Sum	Mobilization
0810	627-J001		51	Each	Two-Way Clear Reflective High Performance Raised Markers
0820	627-K001		899	Each	Red-Clear Reflective High Performance Raised Markers
0830	627-L001		135	Each	Two-Way Yellow Reflective High Performance Raised Markers
0840	630-A001		211	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0850	630-A002		596	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0860	630-C001		18	Linear Feet	Steel U-Section Posts, 2.0 lb/ft
0870	630-C003		382	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
0880	630-E004		741	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0890	630-F001		53	Each	Delineators, Guard Rail, White
0900	630-F002		28	Each	Delineators, Guard Rail, Yellow
0910	630-F003		8	Each	Delineators, Flexible Post Mounted, Crossover, Type I, Green
0920	630-F004		8	Each	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
0930	630-K001		682	Linear Feet	Welded & Seamless Steel Pipe Posts, 3"
0940	802-C001	(S)	1	Lump Sum	Temporary Steel Sheet Piling
0950	815-A009	(S)	1,590	Ton	Loose Riprap, Size 300
0960	815-F002	(S)	293	Ton	Sediment Control Stone
0970	907-225-A001		44	Acre	Grassing
0980	907-225-B001		132	Ton	Agricultural Limestone
0990	907-225-C001		44	Ton	Mulch, Vegetative Mulch
1000	907-226-A001		23	Acre	Temporary Grassing
1010	907-234-C002		750	Linear Feet	Super Silt Fence
1020	907-237-A002		690	Linear Feet	Wattles, 12"

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
1030	907-237-A003		5,000	Linear Feet	Wattles, 20"
1040	907-246-A002		150	Each	Sandbags
1050	907-249-A001		150	Ton	Riprap for Erosion Control
1060	907-304-F004	(GT)	68,509	Ton	Size 825B Crushed Stone Base
1070	907-407-A001	(A2)	23,528	Gallon	Asphalt for Tack Coat
1080	907-413-E001		587	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
1090	907-601-B003	(S)	230	Cubic Yard	Class "B" Structural Concrete, Minor Structures
1100	907-603-ALT01	(S)	1,544	Linear Feet	18" Type A Alternate Pipe
1110	907-617-A001		146	Each	Right-of-Way Marker
1120	907-619-E3001		2	Each	Changeable Message Sign
1130	907-622-A002		1	Each	Engineer's Field Office Building, Type 3
1140	907-626-A003		9	Mile	6" Thermoplastic Traffic Stripe, Skip White
1150	907-626-B003		1,095	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous White
1160	907-626-C003		10	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
1170	907-626-E003		5,546	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow
1180	907-626-F003		10	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
1190	907-626-G004		7,568	Linear Feet	Thermoplastic Detail Stripe, White
1200	907-626-G005		6,337	Linear Feet	Thermoplastic Detail Stripe, Yellow
1210	907-626-H004		672	Linear Feet	Thermoplastic Legend, White
1220	907-626-H005		192	Square Feet	Thermoplastic Legend, White
1230	907-631-B001		1,915	Cubic Yard	Flowable Fill, Non-Excavatable
1240	907-699-A002		1	Lump Sum	Roadway Construction Stakes
ALTERNATE GROUP AA NUMBER 1					
1250	907-403-A006	(BA1)	14,695	Ton	Hot Mix Asphalt, MT, 12.5-mm mixture
ALTERNATE GROUP AA NUMBER 2					
1260	907-403-M002	(BA1)	14,695	Ton	Warm Mix Asphalt, MT, 12.5-mm mixture
ALTERNATE GROUP BB NUMBER 1					
1270	907-403-A007	(BA1)	20,002	Ton	Hot Mix Asphalt, MT, 19-mm mixture
ALTERNATE GROUP BB NUMBER 2					
1280	907-403-M007	(BA1)	20,002	Ton	Warm Mix Asphalt, MT, 19-mm mixture
ALTERNATE GROUP CC NUMBER 1					
1290	907-403-A010	(BA1)	12,794	Ton	Hot Mix Asphalt, MT, 9.5-mm mixture
ALTERNATE GROUP CC NUMBER 2					
1300	907-403-M006	(BA1)	12,794	Ton	Warm Mix Asphalt, MT, 9.5-mm mixture
ALTERNATE GROUP DD NUMBER 1					

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
1310	907-403-A012	(BA1)	17,567	Ton	Hot Mix Asphalt, ST, 19-mm mixture
ALTERNATE GROUP DD NUMBER 2					
1320	907-403-M004	(BA1)	17,567	Ton	Warm Mix Asphalt, ST, 19-mm mixture
Bridge Items					
1330	501-K001		3,609	Square Yard	Transverse Grooving
1340	803-B002	(S)	9	Each	Conventional Static Pile Load Test [\$5,000.00]
1350	803-C002	(S)	4,904	Linear Feet	14" x 14" Prestressed Concrete Piling
1360	803-C003	(S)	6,710	Linear Feet	16" x 16" Prestressed Concrete Piling
1370	803-I001	(S)	11	Each	PDA Test Pile
1380	803-J001	(S)	10	Each	Pile Restrike
1390	805-A001	(S)	357,615	Pounds	Reinforcement
1400	813-A001	(S)	1,535	Linear Feet	Concrete Railing
1410	815-A004	(S)	6,423	Square Yard	Loose Riprap, Size 300
1420	815-E001	(S)	10,064	Square Yard	Geotextile under Riprap
1430	907-804-A001	(S)	1,851	Cubic Yard	Bridge Concrete, Class AA
1440	907-804-C016	(S)	3,819	Linear Feet	40' Prestressed Concrete Beam, Type I+2
1450	907-804-C019	(S)	477	Linear Feet	60' Prestressed Concrete Beam, Type II+2
1460	907-804-C171	(S)	1,197	Linear Feet	100' Prestressed Concrete Beam, Type IV

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

SIGNED _____

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

CERTIFICATE

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

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

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

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

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

Contractor _____

By _____

Title _____

CERTIFICATE MUST BE EXECUTED

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

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. **MDA-1125-00(003) / 105425301 & 302** _____,

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

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

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

Executed on _____ Signature

(5/29/2008S)

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. **MDA-1125-00(003) / 105425301 & 302** _____,

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

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

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

Executed on _____ Signature

(5/29/2008S)

S E C T I O N 9 0 2

CONTRACT FOR MDA-1125-00(003) / 105425301 & 302

LOCATED IN THE COUNTY(IES) OF Hancock and 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:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

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

SECTION 903 - CONTINUED

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)	(Printed) MS Agent

	(Signature) MS Agent
	Address _____

	(Surety Seal)

	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____
Surety

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 **Reconstruction of SR 607 to 4-Lanes from Texas Flat Road to I-59, known as State Project Nos. MDA-1125-00(003) / 105425301 & 302 in Hancock and Pearl River Counties.**

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 _____, 20__

(Principal) (Seal)

(Witness)

By: _____
(Name) (Title)

(Surety) (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

MS Agent

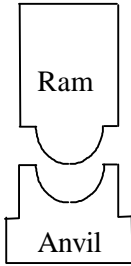
Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION PILE AND DRIVING EQUIPMENT DATA FORM

Project No.: _____ Bridge No.: _____

Termini: _____ Pile Driving Contractor: _____

County: _____



Manufacture: _____ Model No.: _____

Hammer Type: _____ Serial No.: _____

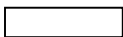
Manufacturers Maximum Rated Energy: _____ (Kip-ft.)

Hammer Stroke at Maximum Rated Energy: _____ (ft.)

Range in Operating Energy: _____ to _____ (Kip-ft.)

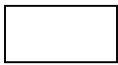
Range in Operating Stroke: _____ to _____ (ft.)

Modifications: _____



Striker Weight: _____ (N) Diameter: _____ (in.)

Plate Thickness: _____ (mm)



Material #1

Material #2

Name: _____

Name: _____

Hammer Area: _____ (in.²)

Area: _____ (in.²)

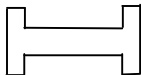
Cushion Thickness/Plate: _____ (in.)

Thickness/Plate: _____ (in.)

No. of Plates: _____

No. of Plates: _____

Total Thickness of Hammer Cushion: _____ (in.)



Helmet
(Drive Head)

Weight: _____ (lbs.)



Pile Material: _____

Cushion Area: _____ (in.²) Total Thickness: _____ (in.)



Pile

Submitted By: _____ **Date:** _____

Telephone No.: _____