



# Chokwe Antar Lumumba, Mayor

## Jackson City Council

Ashby Foote  
Ward 1

Brian C. Grizzell  
Ward 4

Angelique C. Lee  
Ward 2

Vernon W. Hartley Sr.  
Ward 5

Kenneth I. Stokes  
Ward 3

Aaron Banks  
Ward 6

Virgi Lindsay  
Ward 7

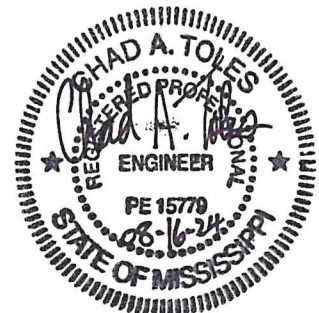
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## Contract Documents & Specifications for:

## Street Resurfacing Project – Phase 1C

200 South President Street, Jackson, Mississippi 39201

July 2024



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**SECTION 1**

**STREET RESURFACING PROJECT – PHASE 1C**

**ADVERTISEMENT FOR BIDS**



# **ADVERTISEMENT FOR BIDS**

## **CITY OF JACKSON STREET RESURFACING PROJECT – PHASE 1C**

**Sealed bids will be received by the City Clerk of the City of Jackson, Mississippi** at the Office of the Municipal Clerk, City Hall, 219 South President Street, P.O. Box 17, Jackson, Mississippi 39205 until 3:30 P.M. Local Time, September 24, 2024, for supplying all labor and materials (as specified) necessary for construction of **STREET RESURFACING PROJECT – PHASE 1C**.

Principal items of work are as follows:

1. Asphalt pavement overlay,
2. Milling,
3. Base repair,
4. Curb repair and/or replacement,
5. Inlet adjustment and/or repair
6. Pavement markings,
7. Maintenance of Traffic,

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract time for this contract shall be 350 consecutive calendar days from the effective date shown in the Notice to Proceed. Liquidated damages will be assessed for each consecutive calendar day the Work has not achieved Final Completion. The amount of liquidated damages per day will be \$1,200.00. These actual costs include, but are not limited to, engineering, inspection, and other construction related costs resulting from the Contractor's failure to complete the work on schedule.

*The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan, with the bid submission, in accordance with the provision of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder, or offeror from being awarded an eligible contract. For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 601-960-1638. Copies of the Executive Order, EBO Plan Applications and a copy of the program are available at 200 South President Street, Suite 223, Jackson, Mississippi.*

*The City of Jackson hereby notifies all bidders that in compliance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4, that all bidders 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, national origin, or sex, in consideration for an award.*

*The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City*

*encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and/or conduct business in the City to assist the City in achieving its goal by strongly considering City residents for employment opportunities.*

Bidders must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

**Bids shall be made out on the bid proposal forms to be provided, sealed in an envelope and plainly marked on the outside of the envelope: “Bid for STREET RESURFACING PROJECT – PHASE 1C”. Each bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.**

Each Bidder must submit with his proposal a separate attachment stating the Bidder’s qualifications to perform the Work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

**Bids and EBO plans shall be submitted in triplicate** (bound/stapled separately), sealed and deposited with the Municipal Clerk, City Hall, Jackson, Mississippi prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

**Official Bid Documents, including the Contract Documents and Drawings can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic Bids may be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.**

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. Current state law, Mississippi General Laws of 2010, Chapter 383, section 31-3-21 of the Mississippi Code of 1972, as amended, requires a non-resident bidder to attach to the bid a copy of the Bidder's resident state’s current laws pertaining to such state's treatment of nonresident contractors. Non-resident bidders must attach to their bid a copy of any bid preference law of the state, city, county, parish, province, nation or political subdivision where they are domiciled. If there is no such law where they are domiciled, all non-resident bidders shall attach a letter to their bid stating that there is no bid preference law where they are domiciled. The bid of any non-resident bidder who fails to attach to its bid a copy of its domicile’s bid preference law or a letter stating that its domicile has no such bid preference law, whichever is applicable, shall be rejected and not considered for award.

Each Bidder must deposit with his bid a Bid Bond or Certified Check in an amount equal to five percent of the bid, payable to the City of Jackson as bid security. Bidders shall also submit a current financial statement, if requested by the City of Jackson. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100% of the contract amount.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the Engineering Division, Department of Public Works, City of Jackson, Mississippi and the Office of the Municipal Clerk.

The Engineer is Neel-Schaffer, Inc., 4450 Old Canton Road, Suite 100, Jackson, MS 39211, 601-948-3071, Fax No. 601-948-3178. For technical questions email [jacksonresurfacing@neel-schaffer.com](mailto:jacksonresurfacing@neel-schaffer.com).

The City of Jackson hereby notifies all Bidders that minority and women business enterprises are solicited to bid on these contracts as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Jackson reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

*Henry Chia*

Henry Chia

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## SECTION 2

### STREET RESURFACING PROJECT – PHASE 1C

## INSTRUCTIONS TO BIDDERS

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**SECTION 2**  
**CITY OF JACKSON**  
**INSTRUCTIONS TO BIDDERS**

**1. Date and Place of Opening Proposals:**

The date, time and place for opening proposals will be set out in the published “Advertisement for Bids”.

The City reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each known prospective bidder.

**2. Form for Proposals:**

**Proposals and EBO Plans must be submitted in triplicate** on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

The City Clerk  
City Hall, 219 S. President Street  
Jackson, Mississippi 39201  
Post Office Box 17  
Jackson, Mississippi 39205

The outside of the envelope shall bear the inscription,

**Sealed Bid for:                    STREET RESURFACING PROJECT – PHASE 1C**

By \_\_\_\_\_

Certificate of Responsibility Number \_\_\_\_\_

The submittal shall be in the form of one original Proposal marked “ORIGINAL” and two (2) photocopies of the original Proposal, each marked “PHOTOCOPY”.

**3. Certificate of Responsibility:**

Prior to filing bids on City projects (in excess of \$50,000), the prospective Bidder must obtain a certificate of responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid.

**4. Contract Documents and Contract Drawings:**

**Official Bid Documents, including the Contract Documents and Drawings can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic Bids may be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.**

If a contract award is made, the successful bidder will be furnished, free of charge, two additional sets of the Contract Documents and Contract Drawings. The Contractor may obtain a copy of the

book of Standard Specifications as adopted by the City Council upon payment to the City of Jackson of the published price per volume.

In the event all bids are rejected and the project is re-advertised, the original bidders shall not be entitled to free proposals for the second letting.

**5. Coordination of Specifications:**

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions, City of Jackson's EBO Plan/Ordinance, Special Conditions, and Special Provisions to the City of Jackson's Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System.

**6. Omissions and Discrepancies:**

Should a Bidder find discrepancies, errors or omissions in the Contract Documents and Contract Drawings, or should he be in doubt as to the correctness of drawing details, dimensions and layout, he should immediately notify the Engineer, in order to permit checking and any necessary revisions or modifications.

**7. Modifications and Addenda:**

Prior to the date set for opening of bids, the right is reserved, as the interests of the City of Jackson may require, to revise or amend, the Contract Documents and/or Contract Drawings. Such revisions, if any, will be announced by an Addendum, and copies of such Addenda will be furnished to all known prospective Bidders via **Central Bidding** with request for acknowledgment by return email to [jacksonresurfacing@neel-schaffer.com](mailto:jacksonresurfacing@neel-schaffer.com). If the revisions and Addenda are of a nature that requires material changes in quantities, or prices bid, or both, the date set for opening bids may be postponed to enable Bidders to revise their bids. In such case, the Addendum will include an announcement of the new date for opening bids. No Addendum shall be issued within two business days of the time established for the receipt of bids, unless such Addendum also amends the bid opening to a date not less than five business days after the date of the Addendum.

**8. Interpretations:**

No oral interpretation made to any Bidder as to the meaning of the Contract Documents or Contract Drawings shall be considered an effective modification of any of the provisions of the Contract Documents.

All requests for interpretation should be in writing and emailed to the below address:

[jacksonresurfacing@neel-schaffer.com](mailto:jacksonresurfacing@neel-schaffer.com)

and to be given consideration, must be received at least seven days prior to the date fixed for the opening of bids. No questions or requests for interpretations will be received after 2:00 p.m., September 19, 2024. Interpretations will be incorporated into an Addendum.

**9. Bidder's Written Modification:**

Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids provided such written communication is received by the City

prior to the closing time. The written communication should not reveal the Bid Price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed Bid is opened. If a written modification is not received prior to the closing time, no consideration will be given to the modification.

**10. Bid Security:**

All Bids shall be accompanied by a Certified Check upon a national or state bank, or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the City of Jackson, Mississippi, in the amount equal to five percent (5%) of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid.

Except as noted below, the Bid Security of all known unsuccessful bidders will be returned promptly after a Notice of Award has been sent to the successful bidder or in the event that all Bids are rejected.

The Bid Security of the successful bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed. The Bid Security of the next two lowest qualified bidders will be retained until the Contract has been executed with the lowest qualified bidder. If the lowest qualified bidder fails to execute the Contract, the Bid Security shall be forfeited to the Owner as liquidated damages and the Contract may be awarded to the next lowest bidder.

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and Bonds required within ten working days after he/she has received notice of the acceptance of his/her Bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his/her Bid.

**11. Rejection of Proposal:**

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate bids, incomplete bids, erasures or irregularities of any kind. Unless the Contract Documents specifically invite or permit conditional or combination bids, bids received conditioning their consideration or rejection upon bids for the other work submitted by the same bidder may be classed as irregular. Bids in which the prices obviously are unbalanced may be rejected.

**12. General Information:**

Bidder shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal Laws, licenses and tax liability which may in any manner affect their Bids and the prosecution of the work. Compliance with local and State laws shall only be to the extent that such requirements do not conflict with Federal laws and regulations.

Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the State of Mississippi.

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.

- c. Stated allowances.
- d. Wage Rates

**13. Subcontracts:**

The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner after verification by the HUD Area Office at the current eligibility status; and
- b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification by Subcontractor concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1421, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such Certifications by proposed subcontractor to his/her bid, the Bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Subcontractors, while not being under contract to the City, must meet the same requirements as the prime or general contractor. The bidder's attention is directed to Section 8.01 of the Standard Specifications for Streets, Pavements, Sewers and Water Distribution Systems, 1963 Edition, concerning the minimum dollar value of work which must be performed by the prime contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City of Jackson.

**14. Special Provisions:**

Special Provisions are included in the Contract Documents. Bidders shall consider the Special Provisions as supplementary to and/or amendments of the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System of the City of Jackson, dated November 12, 1963. The Special Provisions combined with the Standard Specifications shall govern this project.

In case of any conflict or ambiguity in interpretation, the Special Provisions shall supersede those sections or portions of the Standard Specifications which are at variance therewith, but all other sections of the Standard Specifications shall remain in full force and effect, except those sections, paragraphs or words specifically deleted by the Special Provisions.

Attention is called to those parts of the Special Provisions which set forth contractual requirements concerning compliance with Federal laws and regulations.

**15. Method of Award - Lowest and Best Bidder:**

Unless all bids are rejected, the City of Jackson will award the Contract to the lowest and best, responsive, responsible Bidder in accordance with State and Federal law or regulations and in strict accordance with these "Instruction to Bidders" and the Contract Documents.

In determining the responsiveness of the low Bidder, the City shall consider the following factors: (1) completeness and regularity of the Bid form; (2) a Bid Form having no alternative Bids for any item, unless requested in the Contract Documents; (3) a Bid form without exclusions or special conditions; (4) a Proposal in which prices are not obviously unbalanced; (5) submission of a completed EBO Plan; and (6) such other factors as may be considered under State law, Federal laws or regulations.

In determining the responsibility of the lowest Bidder, the City shall base its determination on the following factors: (1) Bidder maintains a permanent place of business; (2) Bidder has adequate plant, equipment, tools, personnel, etc., to do the work properly and within the time limit that is established; (3) Bidder has adequate financial status to meet his obligations contingent to the work; (4) Bidder's performance on other works done for the City; and (5) Bidder's performance on similar work done for other owners.

**16. Security for Faithful Performance:**

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of one hundred percent (100%) of the Contract Amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the project under his Contract and furnishing materials in connection with his Contract as specified in the Contract Documents. The City reserves the right to require a performance and payment bond in an amount greater than the contract amount where the circumstances of the project, the risk of damage to the project or adjacent property, or other factors warrant a greater bond amount. The surety on such Bonds shall be issued by a duly authorized surety company satisfactory to the City of Jackson, Mississippi. The Performance and Payment Bonds shall be executed on forms provided in these Contract Documents.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the City of Jackson may grant based upon reasons determined sufficient by the City of Jackson, shall constitute a default, and the City of Jackson may either award the Contract to the next lowest qualified bidder or re-advertise for Bids. Additionally, the City of Jackson may charge against the bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Jackson for a refund.

**17. Time for Completion and Liquidated Damages:**

The Bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" of the City and to fully complete the project within the Contract Time stated in the Contract. The Bidder must also agree to pay, as liquidated damages, the sum stated for each consecutive calendar day thereafter as herein provided in the Contract Documents.

**18. Conditions of Work:**

Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means

as will not cause any interruption of or interference with the work of any other Contractor.

**19. Subsurface Data:**

Subsurface data shown on the Drawings or provided separately to the Bidder is made available for general information only. The subsurface data may be inadequate for the purpose of bidding on the Contract Items. Use of the information by any bidder implies an explicit waiver of liability in favor of the City or the Engineer should any discrepancies later appear between the logs and the actual materials excavated during construction.

The making available of this subsurface data to prospective Bidders is not intended to relieve prospective Bidders from their responsibility to familiarize themselves with the subsurface conditions in accordance with Paragraphs 18 and 21 of this “Instructions to Bidders” and the submission of a Bid constitutes an agreement by the Bidder that he shall make no claim against the City or its agents or employees because the subsurface data made available to prospective Bidders is not representative of the actual subsurface conditions.

**20. Insurance:**

Certificates of Insurance acceptable to the owner shall be filed with the owner at the time of bid submission. The party awarded the contract shall have on file with the Owner prior to commencement of the work including copies of the required insurance policies in force acceptable to the City of Jackson and endorsements to all applicable liability policies naming the Owner as an additional insured for the work contracted as per the contract documents. The party shall also have on file with the Owner an endorsement from its workers’ compensation carrier evidencing waiver of subrogation, and provisions from all carriers that policies will not be canceled until at least 30 days prior written notice has been given to the Owner.

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

**21. Obligation of Bidder:**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Drawings and Contract Documents (including all Addenda, Special Provisions and Detailed Specifications). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of bid shall be accepted as prima facie evidence that bidder has inspected the site and is familiar with the Plans and Contract Documents.

**22. Qualifications of Bidder, City’s Rights:**

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

**23. Non-Resident Bidders:**

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident



bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law (House Bill No. 850, Chapter No. 527, Laws of 1988) requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors. Non-resident bidders must attach to their bid a copy of any bid preference law of the state, city, county, parish, province, nation or political subdivision where they are domiciled. If there is no such law where they are domiciled, all non-resident bidders shall attach a letter to their bid stating that there is no bid preference law where they are domiciled. The bid of any non-resident bidder who fails to attach to its bid a copy of its domicile's bid preference law or a letter stating that its domicile has no such bid preference law, whichever is applicable, shall be rejected and not considered for award.

**24. Materials and Equipment:**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is comparable to that named in the Contract Specifications.

**25. Execution of Contract:**

If the successful bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the directors of the corporation authorizing him to sign the contract. Such resolution must bear the seal of the corporation. Subject to the applicable provision of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

**26. Interchangeable Terms:**

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "City of Jackson" and "City" and "Owner" are interchangeable and have the same meaning. The terms "Contract" and "Agreement" are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans" are interchangeable and have the same meaning.

**27. Equal Business Opportunity**

Positive efforts as required in the City's Equal Business Opportunity (EBO) Ordinance shall be made by BIDDERS to utilize minority-owned businesses and female-owned businesses as sources of construction, supplies and services. The City of Jackson's participation goals are 12.41% African American Business Enterprise, 0.37% Hispanic Business Enterprise, and 4.89% Female Business Enterprise. ALL BIDDERS must submit a completed and signed EBO Plan Application in a separate sealed envelope contained within the Bidders Proposal sealed envelope. Failure to submit a completed and signed EBO Plan Application shall cause the Bidder's Proposal to be rejected by the Owner as non-responsive.

ALL BIDDERS must maintain documentation of efforts made to utilize minority and female-owned businesses. BIDDERS must contact the following persons for sources of minority and female-owned firms. A copy of the Minority/Female Business Enterprises Directory is available at 200 South President Street Room 223, Jackson, Mississippi.

**Equal Business Opportunity Manager  
(601) 960-1638**

ALL BIDDERS must submit a completed and signed EBO Plan Application with the bid submission, which provides the required documentation of the use of minority and female-owned businesses. All minority and female business enterprises utilized MUST be certified with the City of Jackson. A copy of the Minority/Female Business Enterprise Disclosure Affidavit is available in the Office of Economic Development, 200 South President Street, Room 223, Jackson, Mississippi 39201.

**28.0 Resident Labor Used On Public Works:**

Each BIDDER must inform himself/herself of the requirements and provisions of Sections 31-5-17, 31-5-19, and 31-5-21 of the Mississippi Code of 1972 which require the use of Mississippi resident labor on this public works project.

**CITY OF JACKSON, MISSISSIPPI**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN**

**Department of Planning and Development  
Division of Equal Business Opportunity**

**200 South President Street  
Jackson, Mississippi 39205-0017  
(601) 960-1856**

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY EXECUTIVE**  
**ORDER**

**LEGAL NOTICE**

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The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed and signed* Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

## **EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS**

### **POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

### **DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) “**African American Business Enterprise (AABE)**” shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) “**Asian American Business Enterprise (ABE)**” shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) “**Hispanic Business Enterprise (HBE)**” shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) “**Minority Business Enterprise (MBE)**” shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) “**Female Business Enterprise (FBE)**” shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson’s Division of Business Development.

### **OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

## GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See *Subcontractor/Supplier Participation guidelines below.*)

### The Equal Business Opportunity participation goals are as follows:

| PROCUREMENT CATEGORY              | Asian<br>(ABE) | African-<br>American<br>(AABE) | Hispanic<br>(HBE) | Native<br>American<br>(NABE) | Female<br>(FBE) |
|-----------------------------------|----------------|--------------------------------|-------------------|------------------------------|-----------------|
| A/E & Professional Services       | 0.16           | 8.67                           | 0.00              | 0.00                         | 1.96            |
| Construction                      | 0.00           | 12.41                          | 0.37              | 0.00                         | 4.89            |
| Goods & Non-Professional Services | 0.04           | 6.78                           | 0.02              | 0.00                         | 3.03            |

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

\*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

#### A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women

business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.

- (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and

- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

## EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

### Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.



### Replacement

**If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (See *EBO Plan Application*)**

**To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.**

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**

I. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail: \_\_\_\_\_

II. Bid Name and Number: \_\_\_\_\_

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**

*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. Total Bid Amount: \$ \_\_\_\_\_

V. WAIVER REQUESTED ...

*(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
  - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

| PROCUREMENT CATEGORY              | Asian<br>(ABE) | African-American<br>(AABE) | Hispanic<br>(HBE) | Native American<br>(NABE) | Female<br>(FBE) |
|-----------------------------------|----------------|----------------------------|-------------------|---------------------------|-----------------|
| A/E & Professional Services       |                |                            |                   |                           |                 |
| Construction                      |                |                            |                   |                           |                 |
| Goods & Non-Professional Services |                |                            |                   |                           |                 |

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3**

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

\_\_\_\_\_  
*Authorized Signature and Title*

\_\_\_\_\_  
*Date*

PRINT "AUTHORIZED" NAME HERE: \_\_\_\_\_

# EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT

## Proposed Minority/Female Business Enterprise Firms

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Type Minority Business (MBE/FBE):

City, State, ZIP: \_\_\_\_\_

\_\_\_\_\_ Female (FBE)

\_\_\_\_\_ African-American (AABE)

Contact Person: \_\_\_\_\_

\_\_\_\_\_ Asian (ABE)

\_\_\_\_\_ Hispanic (HBE)

\_\_\_\_\_ Native American (NABE)

Telephone Number: \_\_\_\_\_

Type Minority Business (MBE/FBE) Involvement:

\_\_\_\_\_ Subcontractor

\_\_\_\_\_ Supplier

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Type Minority Business (MBE/FBE):

City, State, ZIP: \_\_\_\_\_

\_\_\_\_\_ Female (FBE)

\_\_\_\_\_ African-American (AABE)

Contact Person: \_\_\_\_\_

\_\_\_\_\_ Asian (ABE)

\_\_\_\_\_ Hispanic (HBE)

\_\_\_\_\_ Native American (NABE)

Telephone Number: \_\_\_\_\_

Type Minority Business (MBE/FBE) Involvement:

\_\_\_\_\_ Subcontractor

\_\_\_\_\_ Supplier

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

*Type Minority Business (MBE/FBE):*

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Type Minority Business (MBE/FBE) Involvement:*

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

*Type Minority Business (MBE/FBE):*

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Type Minority Business (MBE/FBE) Involvement:*

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

## **SECTION 4**

### **STREET RESURFACING PROJECT – PHASE 1C**

## **BIDDER’S PROPOSAL**

| <b><u>TITLE</u></b>                     | <b><u>PAGE NO.</u></b> |
|---|------------------------|
| Bidders Proposal                        | BP-1                   |
| Bidders Corporate Declaration           | BP-9                   |
| Bid Bond                                | BP-10                  |
| Non Collusion Affidavit of Prime Bidder | BP-12                  |
| Proposed Subcontractors                 | BP-13                  |

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SECTION 4

**BIDDER'S PROPOSAL**

**STREET RESURFACING PROJECT – PHASE 1C**

Date: \_\_\_\_\_, 2024

Proposal of \_\_\_\_\_

\_\_\_\_\_

(Name and address)

for all labor and materials for construction of **STREET RESURFACING PROJECT – PHASE 1C**, for the City of Jackson, Mississippi.

The Specifications on which this proposal is based are the Standard Specifications approved and adopted by the City Council of Jackson, Mississippi, and the Contract Documents, Special Provisions, Technical Specifications, and Contract Drawings for this project, bound herein and made a part hereof by reference.

To: Department of Public Works  
City of Jackson  
Jackson, Mississippi

Gentlepersons:

The following Proposal is made on behalf of the undersigned Bidder(s) and no others. 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), the undersigned Bidder(s), certify that I (We) have carefully examined the Contract Documents and Contract Drawings, including the Special Provisions, Detailed Specifications, and any and all Addenda thereto.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below 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 requirements of the Contract Documents and Contract Drawings, I (We) propose to furnish all necessary materials, equipment, labor, supervision, tools, and other means of construction, and will do all work called for by the Contract Documents within the specified contract time for the following unit prices stated in this proposal.

Unit Prices are to be provided in both words and figures. In case of discrepancy, the amount shown in words shall govern. All erasures, changes, or alterations of any kind must be initialed by the Bidder.

Unit Prices shall include all labor, materials, equipment, supervision, bailing, shoring, removal, overhead, profit, insurance, and all other expenses necessary to perform the finished work of the several kinds called for.

The following is my (our) itemized proposal for construction of **Street Resurfacing Project – Phase 1C**.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**PRICES BID TABLE**  
**UNIT PRICE OR LUMP SUM PRICE WRITTEN AND IN FIGURES**  
**BASE BID**

| <b>Pay Item No.</b> | <b>Description</b>                              | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price<br/>(Written Price)</b> | <b>Unit Price<br/>(Price in Figures)</b> | <b>Total Price<br/>(Price in Figures)</b> |
|---------------------|---|-----------------|-------------|---------------------------------------|--|---|
| 202-B052            | Removal of Concrete Driveways, All Depths       | 2,020           | SY          |                                       |  |   |
| 202-B080            | Removal of Concrete Sidewalk, All Depths        | 887             | SY          |                                       |  |   |
| 202-B089            | Removal of Curb &/or Curb and Gutter, All Types | 17,670          | LF          |                                       |  |   |
| 202-B188            | Removal of Pavement, All Types and Depths       | 5,266           | SY          |                                       |  |   |
| 203-EX040           | Borrow Excavation, AH, LVM, Class B9            | 800             | CY          |                                       |  |   |
| 203-G001            | Excess Excavation, FM, AH                       | 3,519           | CY          |                                       |  |   |
| 216-A001            | Solid Sodding                                   | 150             | SY          |                                       |  |   |
| 304-D002            | Granular Material, Crushed Stone                | 2633            | TON         |                                       |  |   |
| 403-A015            | 9.5-mm, ST, Asphalt Pavement                    | 21,403          | TON         |                                       |  |   |
| 403-B012            | 9.5-mm, ST, Asphalt Pavement, Leveling          | 125             | TON         |                                       |  |   |
| 403-B013            | 9.5-mm, ST, Asphalt Pavement, Base Repair       | 3,476           | TON         |                                       |  |   |
| 406-A002            | Cold Milling of Bituminous Pavement, All Depths | 259,430         | SY          |                                       |  |   |
| 608-B001            | Concrete Sidewalk, With Reinforcement           | 487             | SY          |                                       |  |   |
| 609-D008            | Combination Concrete Curb and Gutter Type 3A    | 17,670          | LF          |                                       |  |   |
| 613-D001            | Adjustment of Existing Curb Inlet               | 38              | EA          |                                       |  |   |
| 613-D005            | Adjustment of Manhole                           | 175             | EA          |                                       |  |   |
| 613-D011            | Adjustment of Water Valve                       | 74              | EA          |                                       |  |   |

**PRICES BID TABLE**  
**UNIT PRICE OR LUMP SUM PRICE WRITTEN AND IN FIGURES**  
**BASE BID**

| <b>Pay Item No.</b> | <b>Description</b>                                 | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price<br/>(Written Price)</b> | <b>Unit Price<br/>(Price in Figures)</b> | <b>Total Price<br/>(Price in Figures)</b> |
|---------------------|--|-----------------|-------------|---------------------------------------|--|---|
| 614-B001            | Concrete Driveway, With Reinforcement              | 1,336           | SY          |                                       |  |   |
| 618-A001            | Maintenance of Traffic                             | 1               | LS          |                                       |  |   |
| 620-A001            | Mobilization                                       | 1               | LS          |                                       |  |   |
| 626-B003            | 6" Thermoplastic Traffic Stripe, Continuous White  | 6,300           | LF          |                                       |  |   |
| 626-E003            | 6" Thermoplastic Traffic Stripe, Continuous Yellow | 17,440          | LF          |                                       |  |   |
| 626-G001            | Thermoplastic Detail Stripe, Blue-ADA              | 120             | LF          |                                       |  |   |
| 626-G002            | Thermoplastic Detail Stripe, White                 | 160             | LF          |                                       |  |   |
| 626-H004            | Thermoplastic Legend, White                        | 38              | SF          |                                       |  |   |
| 626-H005            | Thermoplastic Legend, White                        | 6,929           | LF          |                                       |  |   |
| 907-632-C001        | Modify Existing Traffic Signal Cabinet Assembly    | 1               | EA          |                                       |  |   |
| 907-632-D001        | Solid State Traffic Actuated Controller, Type 1    | 2               | EA          |                                       |  |   |
| 907-632-C001        | Malfunction Management Unit                        | 2               | EA          |                                       |  |   |
| 907-643-A005        | Video Vehicle Detection Sensor, Type 1B            | 2               | EA          |                                       |  |   |
| 907-643-B001        | Video Vehicle Detection Cable                      | 2,400           | LF          |                                       |  |   |
| 907-643-C002        | Video Vehicle Detection Processor, Type 1          | 2               | EA          |                                       |  |   |
| <b>TOTAL BID</b>    |  |                 |             | <b>\$</b>                             |  |   |

**Bidder acknowledges that some items included in the proposal may not be used or the quantity may be greatly reduced based on actual field conditions identified. Bidder will make no claim for adjustment in unit prices against the City for this reason.**

The Bidder's Total Bid Price above is his total bid based on his unit prices, lump sum prices and the estimated quantities. This figure is for information only at the time of opening bids. The Owner will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the Total Bid Price by the Bidder, it shall be changed as only the unit prices and lump sum prices shall govern.

The Bidder's attention is directed to Section 01250, Measurement and Payment, for descriptions of the Work included in the above Pay Items.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the contract agreement as bound herein within ten (10) working days after receipt of Contract Forms from the City and to complete the work within **150** calendar days with the work schedule being as specified in the Contract Documents. I (We) agree to pay as liquidated damages the sum of **\$1,200.00** dollars for each consecutive calendar day thereafter for failure to complete all work as provided in the Contract Documents.

I (We) also propose to execute Performance Bond and Payment Bond as shown in the Contract Documents, each in an amount of not less than one hundred percent (100%) of the total of my (our) bid. These bonds shall not only serve to guarantee completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

Bidder acknowledges receipt of the following addendum:

---

---

Respectfully submitted

\_\_\_\_\_  
Contractor(s)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**BIDDER'S CORPORATE DECLARATION**

(To Be Filled In If Bidder Is a Corporation)

Date: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

**BIDDER'S PARTNERSHIP DECLARATION**

Our Partnership is composed of the following individuals:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

Address

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

Address

Date: \_\_\_\_\_, 20\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto the CITY OF JACKSON, MISSISSIPPI as Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns. Signed this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF JACKSON, MISSISSIPPI a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **STREET RESURFACING PROJECT – PHASE 1C**.

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Contractor(s)

SEAL

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

SEAL

By: \_\_\_\_\_

Important - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**NON COLLUSION AFFIDAVIT OF PRIME BIDDER**

**Street Resurfacing Project – Phase 1C**

(This affidavit must be executed by the Bidder for the Bid to be considered.)

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and  
(Person)

says that he is \_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_ the party  
(Name of Firm)

making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Jackson, Mississippi, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

for \_\_\_\_\_ Notary Public in and  
\_\_\_\_\_ County, Mississippi

(SEAL) My Commission Expires  
\_\_\_\_\_, 20\_\_



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**SECTION 5**

**STREET RESURFACING PROJECT – PHASE 1C**

**CONTRACT FORMS**

| <b><u>TITLE</u></b>               | <b><u>PAGE NO.</u></b> |
|-----------------------------------|------------------------|
| Contract                          | CF-1                   |
| Corporate/Partnership Certificate | CF-5                   |
| General Instructions for Bonds    | CF-6                   |
| Performance Bond                  | CF-7                   |
| Payment Bond                      | CF-9                   |

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## SECTION 5 CONTRACT

This Contract, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and \_\_\_\_\_ doing business as a \_\_\_\_\_ located in \_\_\_\_\_, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of **STREET RESURFACING PROJECT – PHASE 1C** and being more completely described in the Contract Documents and on the Contract Drawings.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten calendar days after the date of the NOTICE TO PROCEED and will complete the same within 350 calendar days as stipulated in the Contract Documents unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **One Thousand Eight Hundred Dollars (\$1,800.00)** for each consecutive calendar day thereafter for failure to complete all work, as hereinafter provided in the Contract Documents.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Contractor's Proposal including the Contractor's EBO Plan, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions to the Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Dollars \_\_\_\_\_ (\$ \_\_\_\_\_), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against the OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section 6 – General Conditions Article 5 of the Contract Documents
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person’s own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, Supplementary Conditions to General Conditions, Section Seven, Paragraph Seven .
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, as Section 3, hereby incorporated in the agreement in accordance with the provisions of Section 127-16 of the City of Jackson's Equal Business Opportunity Ordinance and shall take the following actions as part of its good faith efforts to effectuate the provisions of the Ordinance:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations and/or MBE and FBE assistance organizations.
  - e. Subdivision of the contract into economically feasible segments as practical to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer which shall be due on the 10<sup>th</sup> day of each month following the award of the work set forth in this agreement.
18. The contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

- a. Withholding of 10 percent of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;
  - b. Withholding of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance.
  - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
  - d. Cancellation of the eligible project.
19. The CONTRACTOR agrees to guaranty the work for a period of **three years** from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in **six counterparts**, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

BY: \_\_\_\_\_

ATTEST \_\_\_\_\_  
City Clerk

ATTEST \_\_\_\_\_

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

Notary Seal

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **GENERAL INSTRUCTIONS FOR BONDS**

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by an Agent of the Surety Company licensed to do business in the State of Mississippi.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

**PERFORMANCE BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**STREET RESURFACING PROJECT – PHASE 1C**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi 39205**

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful  
money of the United States of America, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of:

**STREET RESURFACING PROJECT – PHASE 1C**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term  
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the  
Surety and during the **three year guaranty period**, and if he shall satisfy all claims and demands  
incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and  
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all  
outlay and expense which the OWNER may incur in making good any default, then this obligation shall  
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its  
obligation on the BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **six counterparts**, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(SEAL)

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**STREET RESURFACING PROJECT – PHASE 1C**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi**

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) in lawful  
money of the United States of America, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of:

**STREET RESURFACING PROJECT – PHASE 1C**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,  
SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution  
of the WORK provided for in such Contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of such WORK, and all  
insurance premiums on said WORK, and for all labor, performed in such WORK whether by  
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force  
and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its  
obligation on the BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **six counterparts**, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



**SECTION 6**  
**STREET RESURFACING PROJECT – PHASE 1C**

**SUPPLEMENTS AND AMENDMENTS TO THE**  
**CITY OF JACKSON GENERAL PROVISIONS**

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| 2. ENGINEER   | SGP – 1         |
| 3. CONTRACT   | SGP – 1         |
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| 5. CALENDAR DAYS  | SGP – 1         |
| 6. CONSULTING ENGINEER  | SGP – 1         |
| 7. DISQUALIFICATION OF BIDDERS  | SGP – 2         |
| 8. AWARD OF CONTRACT  | SGP – 2         |
| 9. RETURN OF PROPOSAL GUARANTEES  | SGP – 2         |
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| 13. CONTROL OF WORK   | SGP – 4         |
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| 19. PROTECTION AND RESTORATION OF PROPERTY  | SGP – 10        |
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| 21. GUARANTEE PERIOD  | SGP – 12        |
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| 33. POWER   | SGP – 18        |
| 34. EQUALS  | SGP – 18        |
| 35. CLAIMS FOR LABOR AND MATERIALS  | SGP – 19        |

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| 36. | ACTIONS ON PERFORMANCE AND PAYMENT BONDS                            | SGP – 19 |
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## SECTION 6

### SUPPLEMENTS AND AMENDMENTS TO THE GENERAL PROVISIONS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. **THE COUNCIL**: Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.05 THE COUNCIL: The Mayor and Council of the City of Jackson.”

2. **ENGINEER**: Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative.”

3. **CONTRACT**: Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.19 CONTRACT: The written agreement between the contractor and the City governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the Advertisement for Bids, Instruction to Bidders, Equal Business Opportunity Plan, Contractor’s proposal and proposal forms, Standard Specifications, Supplemental General Provisions, Special Provisions, Bid Bond, Performance Bond, Contract Drawings, Notice of Award, Notice to Proceed, and addenda if any. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner.”

4. **CONTRACT TIME**: Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.25 CONTRACT TIME: The number of calendar days shown in the Proposal, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract.”

5. **CALENDAR DAYS**: Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.”

6. **CONSULTING ENGINEER**: Article 1.29 shall be added to the Standard Specifications as follows;

“1.29 CONSULTING ENGINEER: The Engineer designated by the City for this project is Neel-Schaffer, Inc., 125 South Congress, Suite 1100, Jackson, MS 39201, 601-948-3071, Fax No. 601-948-3178. For technical questions email jacksonresurfacing@neel-schaffer.com.”

7. **DISQUALIFICATION OF BIDDERS:** Article 2.11 of the Standard Specifications shall be amended to include the following:

“Disqualification of Bidders: Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of his bid:

1) for failing to pay, or satisfactorily settle, all bills due all persons furnishing labor, equipment and supplies on former contracts; or for being in arrears on existing contracts; or being in litigation with the City; or having defaulted on a previous contract.”

8. **AWARD OF CONTRACT:** The first sentence of Article 3.02 shall be deleted in its entirety and the following sentence substituted therefor;

“3.02 AWARD OF CONTRACT: The award of contract, if made, will be within ninety (90) days after the date of the letting.”

9. **RETURN OF PROPOSAL GUARANTEES:** The first paragraph of Article 3.03 shall be deleted in its entirety and the following paragraph substituted therefor:

“3.03 RETURN OF PROPOSAL GUARANTEES: All bid bonds and certified checks will be retained by the City Clerk until after the successful bidder has executed the contract and furnished all contract bonds.”

The third paragraph of Article 3.03 shall be revised as follows:

“Change thirty (30) days to sixty (60) days.”

10. **REQUIREMENTS OF CONTRACT BONDS:** Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within ten (10) working days from notice of award, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the United States Treasury Department’s list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department’s list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed

with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

CONTRACTORS shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions.”

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds.

11. **EXECUTION OF CONTRACT:** The last sentence of Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following sentence substituted therefor;

“The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER.”

12. **CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK:** Article 4.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

“4.03 CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK: The quantities of unit pay items listed in the proposal forms are to be considered approximate only. The Engineer reserves the right to make such alterations in the plans or in the extent of the work as he may consider desirable or necessary during the progress of the work to satisfactorily complete the proposed construction.

The Engineer may, under this reservation, increase or decrease any or all of the quantities of pay items as set out in the proposal, or delete certain items of work from the contract, provided, however, that the total value of such decrease, whether applying to one or more than one item, does not decrease by more than twenty-five percent (25%) of the total amount of the contract as determined from the sum of the preliminary values in the proposal.

The Engineer may, under this reservation, increase one or more than one of the pay items as set out in the proposal by up to twenty-five percent (25%), provided however that the total value of such increase shall not exceed one percent (1%) of the total amount of the contract as determined from the sum of the preliminary values in the proposal. If the proposed increase exceeds one percent (1%) of the total value of the project, a formal Supplemental Agreement shall be executed by and between the OWNER and the CONTRACTOR, subject to the approval of his surety and the City Council, before the work is done.

It is understood that variations in quantities, within the above limitations, shall not be considered as a waiver of any condition of the contract, nor invalidate the CONTRACTOR’s proposal and the CONTRACTOR shall perform the work as increased or decreased for the contract unit prices bid.

In the event that the value of the original contract price would be diminished by twenty-five percent (25%) or more, or in special cases where the Engineer considers it necessary to alter or

revise the plans and/or specifications, thereby increasing the CONTRACTOR's cost of labor, materials and equipment, the CONTRACTOR shall submit a request for an adjustment of the contract unit price or prices for the affected items. Any such claim shall be presented in writing before the work is performed and shall be thoroughly and completely supported by a detailed breakdown, showing the comparative cost of the materials, labor, supplies, equipment, overhead and profit of both the original and the revised items of work. The Engineer will thereupon promptly investigate the CONTRACTOR's claim, and if found to be justifiable, an equitable adjustment in the contract unit price will be negotiated for the item or items affected and the contract modified by a formal Supplemental Agreement to be executed by and between the OWNER and the CONTRACTOR, subject to the approval of his surety and the City Council.

If the parties to the contract fail to agree on the adjusted unit price or prices, the OWNER reserves the right to order the items of work as revised, performed on a force account basis, with compensation to be allowed as set forth in Section 9.04."

13. **CONTROL OF WORK:**

Article 5 of the Standard Specifications shall be amended as follows:

(a) Add to Subsection 5.02 the following:

"Engineering data covering all equipment and fabricated materials to be furnished under this Contract shall be submitted to the Engineer for review. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the CONTRACTOR and piping layouts.

No work shall be performed in connection with The fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefor have been reviewed, except at the CONTRACTOR's own risk and responsibility.

The CONTRACTOR shall submit promptly to the Engineer five (5) copies of each drawing and necessary data. After examination of such drawings and data by the Engineer and the return thereof, the CONTRACTOR shall make such corrections as have been indicated and shall furnish the Engineer with five corrected copies. If requested by the Engineer, the CONTRACTOR must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the CONTRACTOR will nevertheless be responsible for the accuracy of such drawings and data and for their conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings and data."

(b) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following:

"5.04-Coordination of Plans, Specifications and Special Provisions: The Plans, Standard Specifications, General Conditions, Supplemental General Conditions, Special Provisions and all supplemental plans and documents are essential parts of the Contract, and a

requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete Work. In case of discrepancy, computed dimensions, unless obviously incorrect, shall govern over sealed dimensions. Plans shall govern over standard specifications. Special provisions shall govern over plans, general conditions and supplemental general conditions. Supplemental general conditions shall govern over general conditions. General conditions shall govern over federal provisions.

The CONTRACTOR shall not take advantage of any apparent error or omission in the plans or specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, he shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Plans;

(c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

“The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR’s representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made.”

14. **CONSTRUCTION STAKES:** Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer’s control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents and Contract Drawings. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Drawings and Contract Documents and the lines and grades given herein.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR.”

15. **BENEFICIAL OCCUPANCY:** Article 5.09.1 of the Standard Specifications shall be deleted in its entirety.

16. **LAWS TO BE OBSERVED:** Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

“The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.”

17. **INSURANCE REQUIREMENTS:** Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.03 INSURANCE REQUIREMENTS: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subCONTRACTOR to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subCONTRACTOR will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR’s responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

- (a) Workmen’s Compensation and Employer’s Liability Insurance.

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workmen’s Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subCONTRACTOR to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen’s Compensation law. The liability limits shall not be less than the required statutory limits for Workmen’s Compensation and Employer’s Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an “all states” endorsement.

- (b) CONTRACTOR’s Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:



Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subCONTRACTORS shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

(c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subCONTRACTORS in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

(d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subCONTRACTORS.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their right-of-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subCONTRACTORS as their interest may appear.

(g) Railroad Protective and Liability Policy:

- (1) When work is to be performed on, across or beneath railroad right-of-way, the CONTRACTOR shall protect, indemnify and save harmless the RAILROAD COMPANY, or any other railroad company on whose right-of-way work is to be performed, from and against any and all damage, loss, claims, judgments or expenses which the Railroad may suffer or be subjected to by the performance of the work, including but without limitation to injury to or death of any person whomsoever and destruction of or damage to any property whatsoever. This indemnity shall prevail regardless of negligence on the part of the Railroad and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, loss or damage which would not have occurred if the work had not been initiated.

The CONTRACTOR shall protect, indemnify and save harmless the Railroad from and against any and all damage, loss, claims judgments and expenses which the Railroad may suffer or be subjected to by reason of or in any way arising out of personal injury to or death of any employee or agent of the CONTRACTOR or destruction of or damage to any property of the CONTRACTOR occurring while traveling or being transported to or from the work site. This indemnity shall prevail regardless of negligence on the part of the Railroad, and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, destruction or damage which would not have occurred if the work had not been initiated.

- (2) The CONTRACTOR shall provide broad form contractual insurance covering the INDEMNITY CLAUSE set forth hereinabove.

The CONTRACTOR shall also provide Standard Railroad Protective Insurance to fully protect the Railroad from any loss, liability, claims or expenses whatsoever directly or indirectly resulting from or arising out of or incident to work required of the OWNER under this Contract and performed by the CONTRACTORS and SubCONTRACTORS working for the OWNER, irrespective of negligence of such CONTRACTORS and SubCONTRACTORS, the Railroad, the OWNER, or officers, agents or employees thereof. Said policy shall provide protection to the Railroad for injury to or death of any person whomsoever, including but not limited to employees of the Railroad, and for damage to any property whatsoever including but not limited to property owned by or in the custody of the Railroad.

The CONTRACTOR shall either (1) require each of his SubCONTRACTORS to procure and to maintain during the life of his Subcontract, SubCONTRACTOR's Insurance of the type and coverage and in the same amounts as specified above, or (2) insure the activities of his SubCONTRACTORS in his own policy.

The policies of insurance required shall be satisfactory to the Railroad and endorsed for not less than thirty (30) days written notice prior to changes, cancellation or expiration.

If a Railroad Protective and Liability Policy is required for this Project, the amounts and limits of coverage shall be stated in an addendum or addenda and such addenda will be furnished to all prospective Bidders.

All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

18. **PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS:** Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

“7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the “Manual on Uniform Traffic Control Devices for Streets and Highways” as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways". Lights shall also comply with requirements outlined in the "Manual on Uniform Traffic Control Devices for Streets and Highways".

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair, remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

19. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

"The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.

The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORS or subCONTRACTORS, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities."

20. **CONTRACTOR'S RESPONSIBILITY FOR PROTECTION OF UTILITY PROPERTIES AND SERVICE:**

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

“Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power lines, and other structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The CONTRACTOR shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. An effort has been made to show all existing underground utilities on the Contract Drawings and the CONTRACTOR shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR's expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than ten (10) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR's expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of Mississippi Valley Gas Company will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Mississippi Valley Gas Company at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not

shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.”

21. **GUARANTEE PERIOD:**

The Standard Specifications shall be amended to include the following Article:

“7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of three (3) years from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.”

22. **SUBLETTING OR ASSIGNING CONTRACTS:**

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 “Subletting or Assigning Contracts” of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

23. **PROSECUTION OF THE WORK:**

Article 8.02 of the Standard Specifications shall be amended to include the following paragraphs:

“Prior to the issuance of the “Notice to Proceed”, the CONTRACTOR and the Engineer shall hold a preconstruction conference to devise a schedule for construction and establish methods of procedure. The CONTRACTOR shall inform the Engineer in advance concerning his plans for

carrying on each part of the work. If at any time the CONTRACTOR's plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved."

24. **SCHEDULE OF PROGRESS:**

Article 8.02 of the Standard Specifications shall be amended to include the following paragraphs:

"The CONTRACTOR shall submit a Schedule of Progress to the Engineer for acceptance at the Pre-Construction Conference. The Schedule shall be in the form of a progress chart indicating pay items, value of pay items, projected monthly value of work accomplished for each pay item, and approximate dates on which each pay item is expected to start and finish. The Schedule shall also indicate the approximate percentage of work scheduled for completion at any time by means of an "S-Curve". Approximate delivery dates of major or critical items of equipment and material shall be indicated, as well as dates and duration for the startup of new facilities and the shutdown of any existing facilities. The Schedule shall be updated and submitted as a part of each Periodic Pay Estimate.

The CONTRACTOR shall also forward to the Engineer, attached to each Periodic Pay Estimate, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If, in the opinion of the Owner, the CONTRACTOR falls behind the approved construction schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress including but not limited to increasing the number of shifts, or overtime operations, or days of work, or the amount of construction plant, or updating the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary by the Owner to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

Failure of the CONTRACTOR to comply with the requirements of the Owner under this provision shall be grounds for determination by the Owner that the CONTRACTOR is not

prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Owner may terminate the CONTRACTOR's right to proceed with the work or any separable part thereof in accordance with Section 8.08 - Termination of Contract.

25. **TEMPORARY SUSPENSION OF WORK:**

The third sentence of the first paragraph of Article 8.05 of the Standard Specifications shall be deleted and the following sentence substituted therefor:

“No calendar days will be charged against the specified contract time during such periods of enforced shut downs unless the work is suspended because of the CONTRACTOR's negligence or failure to perform the work in accordance with the specifications and special provisions, or because of his failure to comply with any and all provisions of the contract.”

26. **DETERMINATION AND EXTENSION OF CONTRACT TIME:**

Article 8.06 of the Standard Specifications shall be amended as follows:

In the first sentence of the first paragraph, delete “working days” and substitute “calendar days” therefor.

Delete the first sentence of the second paragraph.

Delete the third paragraph in its entirety and substitute the following:

“If it becomes necessary to require the CONTRACTOR to perform additional work in order to bring about the satisfactory completion of the Contract, then the contract time shall be adjusted in the same ratio which the net cost of the increase (see example below) bears to the original value of the Contract.”

Example:

| <u>Item</u> | <u>Original Value</u> | <u>Final Value</u> | <u>Change</u> |
|-------------|-----------------------|--------------------|---------------|
| a           | \$ 5,000              | \$ 6,000           | +1,000        |
| b           | 4,000                 | 2,000              | -2,000        |
| c           | 3,000                 | 7,000              | +4,000        |
| d           | <u>6,000</u>          | <u>6,000</u>       | 0             |
| Totals      | \$ 18,000             | \$ 21,000          | +3,000        |

Original Contract Amount: \$50,000 No. of Days 100

$$\text{Time Adjustment} = \frac{3,000}{50,000} \times 100 = +6$$

Additional Contract Time = 6 Calendar Days

27. **FAILURE TO COMPLETE THE WORK ON TIME:**

Article 8.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:



“8.07 FAILURE TO COMPLETE THE WORK ON TIME: Should the CONTRACTOR fail to complete the work or any specified portion thereof within the specified time(s) or within any extra time(s) allowed under these Contract Documents, a sum of money as set forth in the Contract shall be deducted from any funds due the CONTRACTOR. If no money is due the CONTRACTOR, the OWNER shall have the right to recover the said sum or sums from the CONTRACTOR, the Surety or from both. The amounts of these deductions are to cover the liquidated damages to the OWNER due to the failure of the CONTRACTOR to complete the work or any part of the work within the time specified. Such deductions are not to be considered as penalties.”

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the CONTRACTOR would default or otherwise abandon the project. In the event the CONTRACTOR does default or otherwise abandon the project the OWNER reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages, including additional engineering costs, incurred by the OWNER as a result of the default or abandonment.

28. **FULFILLMENT OF CONTRACT:**

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

“8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

29. **MONTHLY ESTIMATES AND PARTIAL PAYMENTS:**

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

**MONTHLY ESTIMATES AND PARTIAL PAYMENTS:** The CONTRACTOR’s partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, OWNER shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer’s opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subCONTRACTORS and suppliers. Thereafter, the Owner shall be entitled to retain two and one-half percent (2½%) of the amount of each payment until satisfactory completion and acceptance by the OWNER of all work covered by the Contract Documents and any amendments to the Contract Documents. The monthly estimates will be

approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The Owner will pay the CONTRACTOR within sixty (60) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within sixty (60) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. The OWNER shall be entitled to retain five percent (5%) of the amount of each pay estimate until completion and acceptance of all work covered by the Contract Documents and Drawings.

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

30. **FINAL ESTIMATE AND PAYMENT:**

Article 9.08 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

“9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR’S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract.”

31. **PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:**

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s) or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a

prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

32. **RIGHTS-OF-WAY:**

The necessary rights-of-way for the project will be provided by the OWNER. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the OWNER and tenant of the land.

33. **POWER:**

The CONTRACTOR shall provide all temporary electric power and light. The CONTRACTOR shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

34. **EQUALS:**

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workman-ship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

35. **CLAIMS FOR LABOR AND MATERIALS:**

The CONTRACTOR shall indemnify and save harmless the OWNER and ENGINEER from all claims for labor and materials furnished under this Contract. When requested by the OWNER, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the OWNER may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the OWNER, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

36. **ACTIONS ON PERFORMANCE AND PAYMENT BONDS**

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subCONTRACTOR but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the labor or furnished or supplied the last of the material for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

37. **INCLUSION OF SUBCONTRACTORS:**

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

38. **DAILY REPORTS:**

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer at the Preconstruction Conference. This report shall be given to the resident inspector no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

39. **RECORD DRAWINGS:**

- (1) The CONTRACTOR shall maintain one (1) set of Record Drawings. This shall be a set of blueline prints of the Contract Drawings and any amendments with the following items marked in red by the CONTRACTOR.
  - (a) All modifications or changes to the original plans;
  - (b) Location (horizontal and vertical) of all utilities encountered and if relocated (by the CONTRACTOR or others), the final location; and
  - (c) Location (horizontal and vertical) of all improvements constructed,
- (2) The Record Drawings shall be maintained at the CONTRACTOR's field office. Record Drawings shall be used for that purpose alone and no other.
- (3) The Record Drawings shall be submitted to the Engineer prior to final payment.
- (4) There is no separate payment for this item.

40. **ALLOWANCES**

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances
  - (a) CONTRACTOR agrees that:

- i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.

(3) Contingency Allowance

- (a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- (4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

41. **DIVISION II – DETAIL SPECIFICATIONS:**

Division II – Detail Specifications of the Standard Specifications shall be deleted in its entirety and replaced with the Division I, Division II, and Division III technical specifications contained in the Contract Documents & Specifications.

42. **DIVISION III – GENERAL INFORMATION AND EXHIBITS OF CONTRACT DOCUMENT:**

Division III – General Information and Exhibits of Contract Document of the Standard Specifications shall be deleted in its entirety and replaced with the documents located in Division 00 – Procurement and Contracting Requirements contained in the Contract Documents & Specifications.

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 Work Covered by Contract Documents

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by and in compliance with these Technical Specifications and as shown on the Contract Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Technical Specifications or Contract Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.
- E. Where roadway construction conflicts with underground utilities, the CONTRACTOR shall be fully responsible for protecting these facilities and for restoring the portions of those lines that are damaged or severed as a result of the CONTRACTOR's operations. Where existing lines are in conflict, the CONTRACTOR shall cooperate with the owner of these utilities to the end that these conflicts may be removed prior to excavation for the roadway and associated work.

##### 1.02 Construction Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the users of the system. The CONTRACTOR shall coordinate his work with private property owners, if required, such that existing service is maintained to all users at all times.
- B. The CONTRACTOR shall construct the Work in stages to accommodate the OWNER'S use of the premises during the construction period and coordinate the construction schedule and operations with the ENGINEER.
- C. The CONTRACTOR shall construct the Work in stages to provide for public convenience.

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### **1.03 Construction Areas**

- A. The CONTRACTOR shall limit his use of the construction areas for Work and for storage.
- B. The CONTRACTOR shall assume full responsibility for the protection, security and safekeeping of products under this Contract, stored on the site or additional storage areas.
- C. The CONTRACTOR shall obtain and pay for the use of additional storage or work areas needed for operations.

### **1.04 Plans and Specifications**

- A. Specifications. The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent
  - 1. All work called for in the Technical Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Technical Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
  - 2. The apparent silence of the Technical Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Technical Specifications shall be made upon that basis.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 -EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 — GENERAL

##### 1.01 Summary

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.04, refer to and are the same pay items listed in the Proposal. They constitute all the pay items for the completion of the Contract.
- C. No direct or separate payment will be made for providing miscellaneous, temporary or accessory works, CONTRACTOR's or ENGINEER's field offices, job signs, sanitary requirements, testing, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, taxes, insurance, and all other requirements of the Contract Documents. Compensation for all such services, items and material shall be included in the prices stipulated for the pay items listed herein.
- D. Alternate Bid Items (if any) are listed at the end of this Section. If the bid item is not listed in the Description of Alternate Bid Items at the end of this Section, then the pay item is the same as listed in Description of Base Bid Items.
- E. Additive Bid Items (if any) are listed at the end of this Section. If the bid item is not listed in the Description of Additive Bid Items at the end of this Section, then the pay item is the same as listed in the Description of Base Bid Items.
- F. Award of Contract: The bid will be awarded based on the Base Bid or Alternate Bid A plus any additive bid items, whichever is to the advantage of the OWNER. Reordering of bidders by applying any additive bid items is not the responsibility of the OWNER.

##### 1.02 Engineer's Estimate of Quantities

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

##### 1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions Article 14 and Supplemental Conditions.

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B. Changes in Contract Price: General Conditions and Contract Forms.

**1.04 Description of Base Bid Items**

All items are measured and paid for as per the *Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition*.

**PART 2 — PRODUCTS (NOT USED)**

**PART 3 — EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01295

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the Agreement and in the form required by the OWNER.

##### 1.02 Format and Data Required

- A. Submit applications typed with items from Prices Bid Table typed on 8-1/2-inch x 11 or 14-inch paper.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

##### 1.03 Preparation of Application for Progress Payments

- A. Progress Payment Summary Sheet:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of Engineer.
  - 2. Execute certification with signature of a responsible employee of the CONTRACTOR.
- B. Progress Payment Quantity Used Sheets:
  - 1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost-to-date, and percent completion of item.
  - 2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.
- C. Progress Payment Stored Materials Sheets:
  - 1. Create table with the following columns:
    - a. Description of stored material.
    - b. Received previous.
    - c. Received current.
    - d. Total received.
    - e. Total used.
    - f. Total stored.
    - g. Unit price.
    - h. Total cost.
  - 2. Attach table to Application for Payment.

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3. Stored materials shall be inventoried jointly prior to each application for payment.

#### **1.04 Additional Requirements for Application of Progress Payments**

- A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01790. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.
- B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

#### **1.05 Preparation of Application for Final Payment**

- A. Fill in application form as specified for progress payments.
- B. Label progress payment “final.”

#### **1.06 Submittal Procedure**

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. A draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 -EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01310

### PROJECT COORDINATION

#### PART 1 - GENERAL

##### 1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the contract. The Contractor will be assessed liquidated damages if the work is not completed within the time limit(s) stipulated in the Agreement.

##### 1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

##### 1.03 Work Locations

Structures and pipelines shall be located substantially as indicated on the Drawings, but the ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the CONTRACTOR'S convenience and does not relieve him from laying and jointing different or additional items where required. Piping is shown in a schematic manner only and all items of piping may not be shown on the drawings. It is the CONTRACTOR'S responsibility to furnish all items necessary for a complete and operable system. If additional fittings, pipe, supports, flanges, couplings, concrete or other items are required for a complete and operable system, the CONTRACTOR shall furnish and install these items at his expense.

##### 1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

###### A. Test Pits:

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.



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- B. Maintenance of Traffic:
1. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, the CONTRACTOR shall provide for normal traffic flow during extended construction stoppage, regardless of the cause.
  2. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the CONTRACTOR'S operations cause traffic safety hazards, the CONTRACTOR shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures for safety satisfactory to the ENGINEER.
  3. Detours around construction areas will be subject to the approval of the OWNER and the ENGINEER. Where detours are permitted the CONTRACTOR shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the CONTRACTOR shall expedite construction operations. The periods when traffic may be detoured will be strictly controlled by the OWNER.

#### **1.05 Water for Construction Purposes**

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

#### **1.06 Maintenance of Flow**

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the area is cleaned and restored to good condition.

#### **1.07 Connection to Work by Others (NOT USED)**

#### **1.08 Protection of Constructed Work**

All newly constructed work shall be carefully protected from injury in any way. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01315

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes; include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representatives shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work. When the Work is not being performed consistently with the Contract Documents and construction schedules, the CONTRACTOR shall identify at the meetings the steps being taken to resolve the inconsistency.

##### 1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
  - 1. OWNER'S Representative and other staff as appropriate.
  - 2. ENGINEER and his professional consultants as appropriate.
  - 3. ENGINEER's Resident Project Representative.
  - 4. CONTRACTOR's Representative and Construction Superintendent.
  - 5. Subcontractors as appropriate.
  - 6. Utility representatives as appropriate.
  - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors.
    - b. Project construction schedules.
  - 2. Critical work sequencing.
  - 3. Project Coordination.
  - 4. Designation of responsible personnel.
  - 5. Procedures and processing of:

- 
- a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment.
6. Distribution of Contract Documents.
  7. Procedures for maintaining Record Documents.
  8. Use of premises:
    - a. Office, work and storage areas.
    - b. OWNER'S requirements.
  9. Construction facilities, controls and construction aids.
  10. Temporary utilities.
  11. Housekeeping procedures.
  12. Insurance certifications.
  13. Liquidated damages for delay.
  14. Weekly job meetings.
  15. Laboratory testing of material requirements.
  16. Notice to Proceed and Final Completion date.

### **1.03 Construction Progress Meetings**

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
  1. OWNER Representative and other staff as appropriate.
  2. The ENGINEER and his professional consultants as appropriate.
  3. CONTRACTOR's Representative and/or construction Superintendent.
  4. Subcontractors as appropriate.
  5. Suppliers as appropriate.
  6. Others as appropriate.
- D. The following matters are expected to be addressed:
  1. Review and approve minutes of previous meeting.
  2. Review of work progress.
  3. Field observations, problems, conflicts.
  4. Problems which impede Construction Schedule.
  5. Review of off-site fabrication, delivery schedules.
  6. Corrective measures and procedures to regain Construction Schedule.
  7. Revisions to Construction Schedule.
  8. Progress and schedule during succeeding work period.
  9. Payment applications and processing.
  10. Submittals.
  11. Maintenance of quality standards.
  12. Changes, substitutions, and Change Orders.
  13. Review proposed changes for:
    - a. Effect on Construction Schedule and completion date.

- 
- b. Effect on other contracts of the Project.
  - 14. Other matters as appropriate.
  - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01325**  
**CONSTRUCTION SCHEDULES**

**PART 1 - GENERAL**

**1.01 Requirements Included**

- A. Submit revised progress schedules monthly.
- B. Submit revised progress schedules with Application for Payment.

**1.02 Form of Schedules**

- A. Prepare schedules in the form of a horizontal bar chart.
- B. Provide separate horizontal bar for each trade or operation.
- C. Horizontal time scale: Identify the first work day of each week.
- D. Scale and spacing: To allow for notations and future revisions.
- E. Minimum sheet size: 8-1/2 inches by 11 inches.

**1.03 Content of Schedules**

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning, and completion of, each major element of construction.
  - 3. Show projected percentage of completion for each item, as of the first day of each month.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:
  - 1. The dates for CONTRACTOR'S submittals.
  - 2. The dates approved submittals will be required from the ENGINEER.

**1.04 Progress Revisions**

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.

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- C. Provide a narrative report as needed to define:
    - 1. Problem areas, anticipated delays, and the impact on the schedule.
    - 2. Corrective action recommended, and its effect.

**1.05 Submissions**

- A. Submit initial schedules in accordance with the General Conditions.
  - 1. ENGINEER will review schedules and return review copy within 10 days after receipt.
  - 2. If required, CONTRACTOR shall resubmit within 7 days after return of review copy.
- B. Submit revised progress schedules with each application for payment.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



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## SECTION 01340

### SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

#### PART 1 - GENERAL

##### 1.01 Requirements Included

- A. The CONTRACTOR shall submit to the ENGINEER for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within 30 calendar days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the ENGINEER a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the ENGINEER shall in no way relieve the CONTRACTOR from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
  - 1. Submittal Description and Number assigned.
  - 2. Date to ENGINEER.
  - 3. Date returned to CONTRACTOR (from ENGINEER).
  - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Status of O&M manuals submittal.

##### 1.02 Contractor's Responsibility

- A. It is the duty of the CONTRACTOR to check all drawings, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the Drawings and data shall bear CONTRACTOR'S stamp showing that they have been so checked. Shop drawings submitted to the ENGINEER without the CONTRACTOR'S stamp or evidence that the CONTRACTOR has not performed the required review will be returned to the CONTRACTOR for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications and indicate all variances from the Specifications.

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- C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings. This schedule shall indicate those that are critical to the progress schedule.
  - D. The CONTRACTOR shall not begin any of the work covered by a shop drawing, project data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the ENGINEER marked no exceptions taken or make corrections noted.
  - E. The CONTRACTOR shall submit to the ENGINEER all drawings and schedules sufficiently in advance of construction requirements to provide no less than 21 calendar days for checking and appropriate action from the time the ENGINEER receives them.
  - F. The CONTRACTOR shall submit seven copies of shop drawings and descriptive or product data submittals to the ENGINEER for his use. The CONTRACTOR shall submit extra sets as required for his subcontractors, his suppliers, and his own use. The ENGINEER will review the blueprints and return three copies of the marked-up submittal with appropriate review comments.
  - G. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by ENGINEER of the necessary Shop Drawings.

### **1.03 Engineer's Review of Shop Drawings**

- A. The ENGINEER'S review of drawings, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
  - 1. as permitting any departure from the Contract requirements;
  - 2. as relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, omissions and materials;
  - 3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. Resubmittals will be handled in the same manner as first submittals. The CONTRACTOR shall direct specific attention to revisions other than the corrections requested by the ENGINEER on previous submissions by written details or markings on the resubmitted Shop Drawings. The CONTRACTOR shall make any corrections required by the ENGINEER.
- D. The ENGINEER will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER'S charges to the OWNER under the terms of the ENGINEER'S agreement with the OWNER.
- E. When the Shop Drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no

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further changes therein except upon written instructions or approval from the ENGINEER.

- F. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR, and will be considered "REJECTED" until resubmitted.

**1.04 Procedure**

- A. Submittal of Shop Drawings shall be made to the ENGINEER'S office in a sealed envelope.
- B. A "Contractor's Transmittal" form shall accompany each submission. If data for more than one Section of the Specifications is submitted, a separate transmittal form shall accompany the data submitted for each Section.
- C. All transmittal forms shall be sent to Neel-Schaffer, Inc. in duplicate.
- D. At the beginning of each letter of transmittal and each letter of inquiry, a reference heading indicating the following shall be provided.

- 1. Owner's Name \_\_\_\_\_
- 2. Project Name \_\_\_\_\_
- 3. Project No. \_\_\_\_\_
- 4. Transmittal No. \_\_\_\_\_
- 5. Section No. \_\_\_\_\_

- E. If Shop Drawing submittals show variation from the requirements of the Contract Documents, the CONTRACTOR shall make specific mention of such variation in his letter of transmittal.
- F. All shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- G. All Shop Drawings submitted shall bear the stamp of approval and signature of the CONTRACTOR as evidence that they have been reviewed by the CONTRACTOR. Submittals without this stamp of approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR.

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The stamp shall contain the following minimum information:

Project Name: \_\_\_\_\_  
CONTRACTOR'S NAME: \_\_\_\_\_  
Date: \_\_\_\_\_  
.....Reference .....

Item: \_\_\_\_\_  
Specifications: \_\_\_\_\_  
    Section: \_\_\_\_\_  
    Page No.: \_\_\_\_\_  
    Para. No.: \_\_\_\_\_  
Drawing No.: \_\_\_\_\_ of \_\_\_\_\_  
Location: \_\_\_\_\_  
Submittal No.: \_\_\_\_\_  
Approved by: \_\_\_\_\_

H. A submittal number shall be assigned to each submittal by the CONTRACTOR as follows:

$$\frac{\text{XXX}}{\text{Project No.}} - \frac{\text{Consecutive Ref. No.}}{\text{XX}} - \frac{\text{Review No.}}$$

Consecutive Reference No. - shall be a consecutive number of the submittals by the CONTRACTOR. For example, the first submittal shall be 001 and the one hundred and tenth shall be 110.

Review No. - is the number of times the submittal has been submitted for review, i.e., the first time is -01.

Example: The first submittal from the CONTRACTOR shall be \_\_\_\_\_-001-01.

I. The CONTRACTOR shall initially submit to the ENGINEER a minimum of seven copies of all submittals. CONTRACTOR shall restrict his submittals to the following sizes only:

1. 8-1/2-inch by 11-inch.
2. 8-1/2-inch by 14-inch.
3. 24-inch by 36-inch.

J. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:

1. No Exceptions Taken.
2. Make Corrections Noted.
3. Make Corrections Noted-Resubmit.
4. Revise and Resubmit.

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5. Rejected.
  6. Submit Specified Item.
- K. If a submittal is acceptable, it will be marked "No Exceptions Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- L. Upon return of a submittal marked "No Exceptions Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- M. If a Shop Drawing is marked "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".
- N. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
1. "Revise and Resubmit"
  2. "Rejected"
  3. "Submit Specified Item"
- O. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- P. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- Q. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exceptions Taken", "Make Corrections Noted", or "Make Corrections Noted-Resubmit" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- R. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

## **1.05 Shop Drawings**

- A. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for time required to make delivery of material or equipment after data covering such is approved. The CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop

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Drawings. No materials or equipment shall be incorporated into the Work nor will such be included in periodic progress payments until approval thereof has been obtained in the specified manner.

- B. The ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to the CONTRACTOR. The CONTRACTOR should allow a minimum of 30 days for each submittal review and/or response in preparation of his construction schedules. A minimum of two submittals should be anticipated for major products and equipment items.
- C. It is the CONTRACTOR'S responsibility to review submittals made by his suppliers and subcontractors before transmitting them to the ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for the ENGINEER to determine compliance with the Drawings and Specifications. Incomplete or inadequate submittals will be returned for revision without review.
- D. Review of Shop Drawings by ENGINEER shall not relieve the CONTRACTOR from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. The CONTRACTOR is responsible for dimensions which shall be confirmed and correlated at the job site. The CONTRACTOR is also responsible for information that pertains solely to the fabrication process or to the technique of construction and for the coordination of the Work of all trades.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. The CONTRACTOR shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one year.
- H. Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the CONTRACTOR shall include in O&M manuals, separate for items without O&M manuals, five sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

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## 1.06 Working Drawings

- A. Working drawings shall be considered to mean the CONTRACTOR'S plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the ENGINEER where required by the Contract Documents or requested by the ENGINEER, and shall be submitted at least 30 calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State in which the project is located. The ENGINEER will not review working drawings but shall use them as information to monitor the work performed by the CONTRACTOR.

## 1.07 Samples

- A. The CONTRACTOR shall furnish for the review of the ENGINEER samples required by the Contract Documents or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed and the CONTRACTOR shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the ENGINEER.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
- C. Each sample shall have a label indicating:
  - 1. Name of Project.
  - 2. Name of CONTRACTOR and Subcontractor.
  - 3. Material or Equipment Represented.
  - 4. Place of Origin.
  - 5. Name of Producer and Brand (if any).
  - 6. Location in Project.  
(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The CONTRACTOR shall prepare a transmittal letter in duplicate for each shipment of samples containing the information required in subparagraph 1.07.B above. Enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER under separate cover and the remaining copy shall be for the CONTRACTOR'S records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- E. Reviewed samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work

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shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



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## SECTION 01459

### TESTING LABORATORY SERVICES

#### PART 1 - GENERAL

##### 1.01 Requirements Included

The ENGINEER will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. The CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
- B. Employment of the laboratory shall in no way relieve CONTRACTOR'S obligations to perform the Work of the Contract.

##### 1.02 Qualification of Laboratory

- A. Meet "Recommended Requirements for Independent Laboratory Qualification" published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329-70, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction".
- C. Responsible Engineer: Perform all testing under the direction of a registered professional engineer employed full time by the testing laboratory.
- D. Submittals: Submit copy of report of inspection of facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by inspection.

##### 1.03 Laboratory's Duties

- A. Upon notice, cooperate with CONTRACTOR to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents. Promptly notify CONTRACTOR of irregularities or deficiencies of work observed during performance of services.
- B. Promptly prepare reports of inspections and tests including:
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing laboratory, name and address
  - 4. Name and signature of inspector
  - 5. Date of inspection of sampling

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6. Record of temperature and weather
  7. Date of test
  8. Identification of product and specification section
  9. Location of project
  10. Type of inspection or test
  11. Observations regarding compliance with contract documents
- C. Laboratory shall promptly distribute copies of reports of inspections and tests to:
1. CONTRACTOR
  2. ENGINEER
  3. Subcontractors, when pertinent

#### **1.04 Limitations of Authority of Testing Laboratory**

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the CONTRACTOR.

#### **1.05 Contractor's Responsibilities**

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples, at the CONTRACTOR'S expense, of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The ENGINEER may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the OWNER shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
  1. To provide access to Work to be tested.
  2. To obtain and handle samples at the Project site or at the source of the product to be tested.

- 
- 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - G. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
  - H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the CONTRACTOR's convenience and as approved by the ENGINEER.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01510**  
**TEMPORARY UTILITIES**

**PART 1 - GENERAL**

**1.01 Requirements Included**

Furnish, install and maintain temporary utilities required for field offices and/or construction and remove on completion of the Work.

**1.02 Requirements of Regulatory Agencies**

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with Mississippi Department of Health Regulations and Mississippi Department of Environmental Quality.

**PART 2 - PRODUCTS**

**2.01 Materials, General**

Materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

**2.02 Temporary Electricity and Lighting**

- A. Arrange with utility company and OWNER to provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the OWNER as stipulated by the ENGINEER.
- B. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

**2.03 Temporary Heat and Ventilation**

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Portable heaters shall be standard approved units complete with controls.

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- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.
  - E. Provide connections to existing facilities or extend and supplement the existing facilities with temporary units as required to comply with requirements. Pay all costs of installation, maintenance, operation and removal.

#### **2.04 Temporary Water**

- A. Provide and pay for all water required for construction and consumptive purposes.
- B. Install at each and every connection to the potable water supply a backflow preventer meeting the requirements of the local water authority. CONTRACTOR shall be required to meter all water used.

#### **2.05 Temporary Sanitary Facilities**

- A. Provide sanitary facilities in compliance with State Department of health and Office of Pollution Control regulations.
- B. Service, clean and maintain facilities and enclosures. Provide pick-up and disposal of garbage and sewer not less than once per week.

### **PART 3 - EXECUTION**

#### **3.01 General**

- A. Comply with applicable requirements specified in Division 15, Mechanical, and in Division 16, Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

#### **3.02 Removal**

- A. Completely remove temporary materials and equipment when their use is no longer required as determined by the ENGINEER.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.

**END OF SECTION**

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## SECTION 01557

### MAINTENANCE OF TRAFFIC

#### PART 1 - GENERAL

##### 1.01 General Requirements

- A. The purpose of these requirements is to maintain traffic safely through construction zones, protecting the CONTRACTOR's equipment and personnel, protecting the traveling public (vehicular and pedestrian), and protecting the work which has been completed by the CONTRACTOR.
- B. Adopted as part of these requirements are the following standards, specifications and plans:
1. Section 618 and 619 of the *Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition*.
  2. Subsections 104.04, 105.15, 107.07, 107.10, 710.02, 720.01 and 720.05 of the *Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition*.
  3. This specification and any supplement thereto.
  4. Individual Contract Drawings applicable to the Maintenance of Traffic.
  5. Part VI of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), latest edition.
- C. The ENGINEER will designate a responsible person at the project level to monitor the CONTRACTOR's compliance with the plan.
- D. The CONTRACTOR shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the plan. The ENGINEER and the OWNER shall be furnished with the telephone numbers where the CONTRACTOR's responsible person and a substitute, authorized to act in his absence, may be reached at all times both on and off the project. This in no way modifies the requirements regarding the assignment and availability of the Superintendent.
- E. Within 72 hours' time, the CONTRACTOR shall provide the ENGINEER and the OWNER with a copy of each accident report for those accidents occurring within the limits of the project. In the event no accident report is available, the CONTRACTOR and the ENGINEER shall jointly attempt to describe the accident from sources or information that may be available. The ENGINEER, or other appropriate personnel as required, will analyze these reports to determine if corrective action is needed.
- F. In the event that corrective action is indicated, the CONTRACTOR shall proceed immediately with whatever action is directed by the ENGINEER and OWNER. This will not be the basis for a claim for additional compensation unless such action can be clearly shown to be work beyond that normally required to maintain safety on the project site.

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- G. The specific Traffic Control Plan designed for this project has been reviewed and approved by the ENGINEER and OWNER. If the CONTRACTOR feels there is a more beneficial alternative method of maintaining traffic, he may submit this method in writing to the ENGINEER for evaluation. If the CONTRACTOR wishes to submit an alternate plan, this submission must be made after award of the contract has been made and before the Preconstruction Conference is held.
  - H. If the CONTRACTOR, at any time, fails to comply with the provisions of the Traffic Control Plan, the ENGINEER will immediately notify the CONTRACTOR of such non-compliance. If the CONTRACTOR fails to remedy unsatisfactory maintenance within twenty-four hours after receipt of such notice, the OWNER may immediately proceed to maintain the project with such forces as the OWNER deems necessary. The entire cost of maintenance, as provided herein, requiring forces, equipment, materials and incidentals other than those provided by the CONTRACTOR will be deducted from monies due or to become due the CONTRACTOR under his contract.
  - I. The CONTRACTOR shall correct any traffic control deficiencies immediately upon the notification of that deficiency by the ENGINEER, the ENGINEER's Resident Project Representative, OWNER's officials, or the CONTRACTOR's own workers or representatives.

## 1.02 Street Closures

For the CONTRACTOR's information in scheduling the sequence of his operations, the following information is provided concerning the closing of streets or any part thereof during construction:

- A. Streets to be Kept Open to Normal Traffic:
  - 1. Streets which are designated to be kept open to all traffic on the plans will be maintained open to normal traffic use at all times. The CONTRACTOR will not undertake any type of work which would interfere with such traffic flow without specific written permission from the ENGINEER and the OWNER. Two exceptions to this requirement are:
    - a. Short period disruptions (not to exceed one hour in duration) to allow loading and unloading of equipment and/or materials. These short duration activities will be subject to the following conditions:
      - (1) Working hours limited to 9:00 a.m. - 4:00 p.m., Monday through Friday and 7:00 a.m. through 7:00 p.m. on Saturday and Sunday.
      - (2) Two-way (one-way on officially designated one-way streets) traffic must be maintained at all times. The existing width of streets will determine the type and degree of traffic control which the CONTRACTOR must supply. This will be determined in advance either at the preconstruction conference or on an individual location basis.
      - (3) The proper traffic control devices to maintain traffic movement as indicated above must be provided. No additional compensation will be allowed for providing these required traffic control devices.



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- (4) The street will be returned to normal operation with no traffic restrictions upon completion of each activity and/or at the end of each work day.
  - (5) Access to each business and residence should be maintained at all times.
- b. Emergency closures due to unexpected circumstances or conditions. Examples would be a roadway cave-in, utility line rupture and etc. Under these conditions, the CONTRACTOR will:
- (1) Close the street or portion thereof as necessary to handle the emergency and prevent possible harm to the traveling public.
  - (2) Provide the necessary emergency traffic control (this may only be flagperson(s) to begin with) to direct traffic around the closure.
  - (3) Notify the ENGINEER and OWNER as soon as possible, providing the following information:
    - (a) The nature of the emergency and portion of the street affected if known.
    - (b) The probable duration of the street closure if known.
  - (4) As soon as possible, provide the necessary additional temporary traffic control devices to either completely close the roadway (if necessary) and to provide for an approved detour route around the closed section of roadway or to partially close the roadway while maintaining two-way traffic (one-way traffic on one-way streets) movement.
  - (5) Proceed with necessary repairs so that the roadway can be reopened to normal traffic use as soon as possible. This may require 24-hour per day operation if such action is deemed necessary by the OWNER.
  - (6) No additional compensation will be allowed for providing the required traffic control devices for such emergency closures unless it can be shown that the emergency was caused by circumstances beyond the CONTRACTOR's control. In such cases, the CONTRACTOR will be reimbursed for cost of the materials for the traffic control devices and their installation only.

B. Streets to be Closed to Through Traffic:

1. Streets which are designated to be "Closed to Through Traffic" on the plans will be closed to all through traffic.
2. When "Local Access" is to be maintained, the Contractor will be required to:
  - a. Provide reasonable vehicular and pedestrian access to all abutting properties at all times.
    - (1) A minimum of ten feet of driveable roadway shall be open at all times.
    - (2) When this ten feet of roadway cannot be maintained, then the roadway must be closed for the section where "local access cannot be maintained". These sections will not be left closed overnight without written permission from the OWNER.
    - (3) This minimum width to be maintained may only be modified as

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- required by written permission from the OWNER.
- b. If driveways are to be closed, the following conditions must be satisfied:
    - (1) The property owners must be notified in writing a minimum of 48 hours prior to closing the driveway.
    - (2) The driveway must be restored to a usable condition within seven days or an alternate means of access must be provided. If different construction operations require more than one closure of the driveway during the project duration, the driveway must be reopened or an alternate means of access provided after the seventh day. Different construction operations requiring driveway closure cannot be scheduled consecutively so that the closure lasts more than seven days.
    - (3) Where a property is served by more than one driveway, one driveway must be maintained at all times.
  3. Access must be maintained for emergency vehicles at all times. If necessary, the CONTRACTOR will cease construction operations and take whatever action necessary to provide emergency vehicular access to any piece of property.
  4. When "Local Access" is not to be maintained, the Contractor will be required to provide the necessary barricades and other traffic control devices to completely close the roadway. This may require closure from one right-of-way line of the street to the other right-of-way line of the street.
  5. "Through Traffic" for the purpose of this specification section is defined as follows:

Vehicles or pedestrians which do not have origins (trip begins) or destinations (trip ends) within the closed section of the street. The CONTRACTOR may require proof of origins and destinations before allowing a vehicle to enter the construction zone.
  6. "Local Traffic" for the purpose of this technical specification is defined as follows:

Vehicles or pedestrians which have origins (trip begins) and destinations (trip ends) within the closed section of the street or vehicles or pedestrians which make a complete trip within the construction zone. The CONTRACTOR may require proof of the origins and/or destinations of any such traffic traveling within the construction zone.
- C. Street Under Construction - Open to Through Traffic:
1. Streets which are designated "Under Construction - Open to Through Traffic" on the plans will be kept open to through traffic at all times. Specific or typical traffic control plan(s) will be shown in the plans and/or specifications to allow the CONTRACTOR to maintain a specified portion of the roadway open for through traffic.
  2. The CONTRACTOR will not undertake any type of work or activity which requires the specified portion of the roadway be closed (except as covered under Paragraph 1.02.A) or which would interfere with the movement of through traffic. Failure by the CONTRACTOR to abide by this requirement will result in the OWNER issuing a "Notice to Cease Construction" which will remain in effect until canceled in writing by the OWNER. Upon such notice, the

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CONTRACTOR will cease all construction operations and take what action is necessary to restore the street such that through traffic can use it.

3. The CONTRACTOR will be required to supply and maintain the necessary traffic control devices to maintain through traffic during such a period. No additional compensation will be allowed for these traffic control devices. Failure by the CONTRACTOR to provide the required devices will require that the OWNER provide them and the cost of such devices supplied including installation, maintenance and removal be withheld from the CONTRACTOR's next application for payment.

### **1.03 Procedure For Closing Streets and Providing Detours**

- A. When it becomes necessary to close a street, or a part thereof, notice of such closing shall be submitted by the CONTRACTOR to the ENGINEER and the OWNER a minimum of seven days before said closing (except as covered under Paragraph 1.02.A).
- B. The CONTRACTOR shall also submit the following information to the ENGINEER:
  1. Portion of the street to be closed.
  2. Approximate length of time the street is to be closed.
  3. A Traffic Control Plan. Two copies to be reviewed, modified and approved will be submitted at least seven days in advance of the proposed date of closure showing: (This may be the Traffic Control Plan shown in the project plans if applicable. In that case, the CONTRACTOR may so stipulate and does not have to submit the two copies.)
    - a. The Detour Route for diverting traffic around the closed portion of the street.
    - b. The location and type of each traffic control device to be installed by the CONTRACTOR in order to accomplish this closure.
    - c. Methods by which local access to abutting properties within the closed section will be maintained.
  4. Date the street is to be closed. If the exact date is not known, the rest of the information can be submitted for approval. The CONTRACTOR shall then notify the ENGINEER 72 hours before he wishes to begin installation of the necessary traffic control for approval to proceed with the street closure on a specified date.
- C. Upon receipt of this information, the ENGINEER will review the CONTRACTOR's plan and approve it or return it for any modifications he deems necessary, in which case it must be resubmitted for final approval.
- D. When the CONTRACTOR's traffic control plan has been accepted and approved in writing by the ENGINEER, the CONTRACTOR will be notified to proceed with the closure on the specified date. When the exact date is not known by the CONTRACTOR, the ENGINEER will approve the plan subject to approval of the closing date. The exact date must then be approved when the CONTRACTOR is ready to proceed.

The 72-hour notice specified in Paragraph 1.03.B.4 must be given before a date to close the roadway will be approved.

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- E. When the traffic plan and exact date of a street closure has been approved by the ENGINEER, the OWNER will inform the Police and Fire Departments, so that Public Notice of the closure can be made. All public disclosures of information concerning roadway closures will be made by the OWNER.
  - F. The CONTRACTOR will be responsible for providing, installing, maintaining and removing all of the traffic control devices shown on the approved Traffic Control Plan for each street closure. The following procedures will apply to the installation of these devices:
    - 1. All traffic control devices used must conform to the requirements of Part VI of the MUTCD and this specification section.
    - 2. All traffic control devices (except barricades which would block normal traffic flow) must be installed and covered with suitable temporary covers a minimum of 48 hours prior to the actual closing of the street.
    - 3. These traffic control devices must be inspected as installed and approved by the OWNER within the above specified time period.
    - 4. Where special traffic control devices are required, the CONTRACTOR will arrange to have these inspected and approved by the OWNER sufficiently in advance of the scheduled use to allow any modification which may be needed to be completed. This period of time shall not be more than 14 days and not less than 48 hours prior to the time the devices will be installed.

#### **1.04 Material Requirements**

- A. The standards listed in Part 1.01 of this specification shall govern the type of materials used for all traffic control devices on this project. No substitutions or changes will be allowed unless approved in writing by the ENGINEER and the OWNER. Request for changes or substitutions in the type of materials must be submitted in writing to the ENGINEER a minimum of one week prior to the time the CONTRACTOR plans to use the device incorporating the alternate material. The CONTRACTOR will not proceed to use the substituted material unless it has been approved in writing.
- B. All new reflective sheeting used to fabricate traffic control devices on any city project must satisfy the reflectivity requirements (Minimum Specific Intensity) per unit area (SIA) of the standards stipulated in Part 1.01 of this specification for Type II through IV reflective sheeting.
- C. Previously used traffic control devices will be accepted on the basis of legibility and reflectivity. The CONTRACTOR must notify the ENGINEER and OWNER in advance if he intends to employ previously used traffic control devices so they can be tested before they are installed. These devices may be tested by the ENGINEER and the OWNER. In all cases, the OWNER will have the final decision on the acceptability of previously used traffic control devices.

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## 1.05 Maintenance and Inspection of Traffic Control Devices

- A. The CONTRACTOR is responsible for providing, installing, maintaining and removing all required traffic control devices unless it is specifically shown on the plans or elsewhere in the project specifications that such work will be performed either completely or partially by some other person or agency.
- B. The CONTRACTOR will designate a responsible individual to maintain and inspect all the required traffic control devices (supplied by the CONTRACTOR) for the duration of the project. This may be the same person who is responsible for monitoring the effectiveness of the CONTRACTOR's maintenance of traffic efforts. The CONTRACTOR will provide to the ENGINEER and OWNER telephone numbers where this individual can be contacted 24-hours per day (both on and off the job site) in the event that maintenance of the traffic control device is required. This individual must have sufficient authority to take whatever actions are necessary to insure that the traffic control devices are adequately maintained and/or replaced if necessary for the duration of the project.
- C. The CONTRACTOR or the individual will maintain a separate daily written record of the inspection and maintenance, if any, performed on the traffic control devices for the duration of the project. A copy of the daily log will be submitted to the ENGINEER each time a request for partial payment for any work performed by the CONTRACTOR is made. This record shall contain the following information:
1. Project description and number.
  2. Project phase under construction (if more than one phase of construction is designated).
  3. Date and time of the inspection.
  4. Name of the individual making the inspection.
  5. List of traffic control devices in use on the project and their location. If the devices are those contained in the approved Traffic Control Plan, then a complete listing is not necessary.
  6. Traffic control devices found during these inspections requiring maintenance will be entered in the daily record showing the following information:
    - a. Location and type of device requiring maintenance.
    - b. Type of maintenance needed.
    - c. Time the maintenance was complete
    - d. Date and time the device was reinspected.
- D. The ENGINEER or a designated individual at the project level will inspect the required traffic control devices (supplied by the CONTRACTOR) on a periodic basis for the duration of the project. A separate written record of these inspections will be maintained and given to the OWNER upon completion of the project. Any required maintenance of the traffic control devices noted during these inspections will be immediately reported to the CONTRACTOR. Such notification will be entered into the daily record showing:
1. Location and type of device requiring maintenance.
  2. Type of maintenance needed.
  3. Time the CONTRACTOR was notified.
  4. Time the maintenance was completed.
  5. Date and time the device was reinspected.

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- E. If such action is of an emergency nature, the OWNER may supply the required device until it can be replaced by the one supplied by the CONTRACTOR.
  - F. Other traffic control devices used by the CONTRACTOR for any activity (partial street closures, protection of unfinished or finished work) will be subject to the same inspections. These devices are provided by the CONTRACTOR for his own convenience and protection and will not necessarily be shown as part of the Traffic Control Plan.
  - G. The following page is a blank Traffic Control Device Inspection Sheet that shall be used by the ENGINEER and the CONTRACTOR for inspections.

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**TRAFFIC CONTROL DEVICE INSPECTION SHEET**

PROJECT NAME: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

PHASE (under construction): \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

INSPECTOR'S NAME: \_\_\_\_\_

LIST OF TRAFFIC CONTROL DEVICES INSPECTED:

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| LOCATION OR IDENTIFICATION NUMBER | TYPE OF TRAFFIC CONTROL | SATISFACTORY | UNSATISFACTORY |
|-----------------------------------|-------------------------|--------------|----------------|
|-----------------------------------|-------------------------|--------------|----------------|

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LIST OF TRAFFIC CONTROL DEVICES REQUIRING MAINTENANCE:

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| LOCATION OR IDENTIFICATION NUMBER | TYPE OF MAINTENANCE NEEDED | TIME CONTRACTOR NOTIFIED/TIME MAINTENANCE COMPLETED | DATE/TIME OF REINSPECTION |
|-----------------------------------|----------------------------|---|---------------------------|
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INSPECTOR'S SIGNATURE: \_\_\_\_\_

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## 1.06 Barricades, Drums and Warning Lights

- A. When obstructions (traffic control devices, equipment, materials, etc.) are placed in normal traveled way (vehicular and pedestrian), they will be protected with flashing warning lights, steady burning warning lights or other lighting devices as may be required. Only special lighting devices will be specifically noted on the plans. All other traffic obstructions will be protected as follows:
  - 1. Fixed obstructions or "point hazards" (excavations, equipment, materials, unfinished or finished work) will be protected with either Type I or Type II barricades or "plastic" traffic drums (approximately 55 gallons in capacity) equipped with one flashing Type "A" warning light. When multiple barriers (more than two are used on a single obstruction), then only every other barricade must be equipped with the specified type of warning light.
  - 2. Traffic channelization (Type I or Type II barricades, traffic drums, guardrail, Type III object markers, etc.) devices which are used to direct traffic around an obstruction will be equipped with one steady burning Type "C" warning light. Channelization includes traffic control devices in tapers as well as traffic control devices used to delineate a longitudinal work zone (lane closure or shoulder work). When such devices are used in multiples of three or more, then only every third device must be equipped with the specified type of warning light.
  - 3. Type III barricades used to close streets, protect large excavations, etc. must be protected with two Type "B" flashing warning lights.
- B. All warning type lighting devices required must satisfy the requirement of Part VI of the MUTCD, Sections 6E-1 and 6E-5 adopted by reference in Part 1.01 of this specification.
- C. All barricades (Type I, II and III) and traffic channelizing devices must conform to the requirements of Part VI of the MUTCD, Sections 6C-8 and 6C-9, adopted by reference in Part 1.01 of this specification and/or any typical details shown in the Contract Drawings.
- D. All traffic channelizing devices (barricades, drums, cones and etc.) must meet the requirements of Part VI of the MUTCD, Sections 6C-1 and 6C-7, adopted by reference in Part 1.01 of this specification and/or any typical details shown in the Contract Drawings.
- E. Special lighting units, floodlights and flashing advance warning panels may be required as noted on the plans or in the project specifications. When required, they must satisfy the requirements of Part VI of the MUTCD, Sections 6E-2, 6E-3, 6E-6 and 6E-7, adopted by reference in Part 1.01 of this specification and/or any typical details shown in the project plans.

## 1.07 Temporary Traffic Control Signals

- A. Whenever temporary traffic control signals are required as part of the traffic control plans for a project, the type, location and agency responsible for providing, installing and maintaining them will be shown on the plans. A decision to install traffic signal control after award of the contract will require a change order to provide compensation if the CONTRACTOR is required to install, maintain and remove the device.



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- B. These temporary traffic signals (whether supplied by the CONTRACTOR or the OWNER) must satisfy the requirements of Part IV of the MUTCD, Sections 4A-1 through 4E-28, adopted by reference in Part 1.01 of this specification.
  - C. The use of temporary traffic signals will be determined by the ENGINEER and OWNER only. Use of this type of traffic control device will not be permitted without the written permission of the OWNER. Any such device found in use without such permission will be removed.

## **1.08 Pavement Markings**

- A. Pavement markings to guide, direct and channelize traffic through the construction zone shall be required as shown on the plans.
- B. When the construction requires installation, removal and/or modification of existing pavement markings, the following conditions will apply:
  - 1. The approved Traffic Control Plan will show the type and location of any pavement markings that are required.
  - 2. The approved Traffic Control Plan will show the agency or person responsible for the application, removal and/or modification of the pavement markings.
  - 3. The schedule for any pavement marking work to be done will be established during the preconstruction conference.
- C. The CONTRACTOR must provide certification of all pavement marking materials which he intends to supply to meet the requirements specified. The CONTRACTOR may, at his option, use a temporary semi-permanent type of pavement marking film or tape. However, any such material used must be approved in writing prior to its application by the ENGINEER and OWNER.
- D. All required pavement markings must be maintained as shown on the approved Traffic Control Plan for the duration of the project.

Any applications, removals and/or modifications must be done as scheduled.

Removal of any existing or temporary pavement markings shall be done so that roadway surface is not unnecessarily damaged and no visible trace of the previous markings remain.

Painting over the existing or temporary pavement markings with black paint will **NOT** be acceptable for the removal or modification of pavement markings.

- E. Temporary pavement markings shall be required on finished or partially finished roadway surfaces during the construction period. Temporary pavement markings on the final wearing surface shall consist of semi-permanent type pavement marking film or tape meeting the requirements of Section 720.05 of the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.
- F. Temporary pavement marking plans shall match the final markings as indicated in the plans offset four inches (the width of the tape). When no other plans are provided,

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temporary pavement markings shall consist of:

1. Short dashed five foot lengths of pavement marking film or tape of the proper width, color and configuration applied as shown on the plans or as directed by the ENGINEER.
  2. Dashed segments applied at 35 feet intervals unless otherwise shown on the plans or directed by the ENGINEER.
  3. Stop lines a minimum of 12 inches wide applied at locations indicated in the final pavement marking plans or as directed by the OWNER or ENGINEER.
  4. Turn arrows and cross walks will not be required as a part of the temporary pavement marking installed by the CONTRACTOR.
- E. These temporary pavement markings must be maintained until the permanent pavement markings can be installed.
- F. Any temporary pavement markings which will not be obliterated by final pavement construction or which cannot be incorporated into the final permanent pavement markings will be removed by the CONTRACTOR at no additional expense to the OWNER if required.
- G. In the event the CONTRACTOR completes the installation of the base course and there is a stop time in the contract due to weather or other circumstances before the final wearing surface is applied, the CONTRACTOR shall install and maintain to the satisfaction of the ENGINEER, all temporary pavement markings as required on the final wearing. No additional compensation will be paid to the CONTRACTOR for the installation and maintenance of the temporary pavement markings. Traffic paint may be used in lieu of tape under these conditions.

## **1.09 Public Relations**

- A. News Releases:
1. The OWNER will be responsible for coordinating all official news releases concerning this project.
  2. A formal written release will be made before any of the following items take place:
    - a. The opening or closing of any street within the construction area.
    - b. A major change in the detour routes used during construction (minor changes within the sections of roadway closed to through traffic may be made without a formal news release).
    - c. The beginning or ending of a phase of construction for those projects which are divided into distinctive phases.
    - d. Whenever any unexpected problems are encountered which might change the scope of the project, result in any delay in the opening and/or closing of any street, change the phase of construction.
    - e. Other events, activities, etc. as required.
  3. A minimum of seven days advanced notice must be given before an event requiring a news release is planned so that the release can be properly coordinated. Failure to provide sufficient notice will result in the event being delayed until a proper release can be made. Continued failure to provide proper notice will require that notice be given in writing.

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- B. Local Residents to be Kept Informed:
1. The CONTRACTOR is responsible for keeping the local residents within the various construction areas informed as to:
    - a. Local access routes within the construction area.
    - b. Construction progress.
    - c. Driveway construction (closing, opening and progress).
  2. The method of providing this information will be left up to the CONTRACTOR providing:
    - a. That residents are properly informed sufficiently in advance of changes on how local access is to be maintained.
    - b. That changes are not made so frequently that the residents cannot keep up with what is happening.
    - c. The method of notification must be satisfactory to the OWNER.
  3. If the CONTRACTOR fails to keep local residents properly informed, the OWNER may impose restrictions and other requirements to ensure that proper local access is maintained at all times.

#### **1.10 Maintenance and Removal of Existing Traffic Control Devices**

- A. The maintenance and/or removal of any existing traffic control devices within the section of the project will be the responsibility of the OWNER:
1. The CONTRACTOR shall conduct his operations such that he will in no way obstruct or interfere with the operation of any traffic control device.
  2. The CONTRACTOR under no circumstances will remove or relocate any existing traffic control device without first obtaining written approval from the OWNER. The CONTRACTOR must provide a minimum of 48 hours advance notice that a traffic control device is interfering with operations and needs to be relocated or removed.
  3. The CONTRACTOR will be held responsible for any existing traffic control devices which are damaged or removed without approval and will be charged for their replacement.
  4. The CONTRACTOR will be held liable for any damage from any accident resulting from the removal and/or relocation of any existing traffic control devices by his operations for which he has not requested that the OWNER remove or relocate or for which he has not requested permission for and received to remove or relocate.
- B. The CONTRACTOR at his option may request permission from the OWNER to remove or relocate a traffic control device which is interfering with his construction activity subject to the following requirements:
1. The CONTRACTOR will be held responsible for any damaged or missing traffic control devices for which relocation approval has been given. The CONTRACTOR will be charged on a time and material basis for the replacement of any damaged or missing traffic control devices.
  2. Any existing traffic control device removed by the CONTRACTOR will be returned to the OWNER.
- C. The OWNER will determine in all cases whether existing traffic control devices may be

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removed, must be maintained in place during construction or can be relocated outside of the construction limits.

- D. Any permanent existing pavement markings which must be removed or obliterated in order to reroute traffic either initially or during continuing construction operations will be the responsibility of the CONTRACTOR.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01565

### ENVIRONMENTAL PROTECTION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 Scope of Work

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as sedimentation or filtration systems, berms, silt fences, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the state and local authorities and the U.S. EPA.

##### 1.02 Applicable Regulations

Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

##### 1.03 Provisions for Control of Erosion and Pollutants

Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Control measures must be adequate to assure that turbidity in the receiving waters will not be increased more than otherwise required by the state or other controlling agency. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. CONTRACTOR shall be

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responsible for obtaining all permits in conjunction with the conveyance of storm water during construction activities.

#### **1.04 Notifications**

State or local agencies responsible for verification of certain aspects of the environmental protection requirements may notify the CONTRACTOR in writing, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the regulatory agency, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

#### **1.05 Implementation**

- A. Prior to commencement of the work, meet with the OWNER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER, and incorporate permanent control features into the project at the earliest practicable time.

#### **1.06 Protection of Waterways**

- A. The CONTRACTOR shall observe the rules and regulations of the State in which the Project is located and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.
- B. CONTRACTORS are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of the State in which the Project is located, and an applicable permit from the U.S. Army Corps of Engineers.
- C. The CONTRACTOR shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows and flows created by construction activity, so as to prevent silting of waterways or flooding damage to the property or adjacent properties.
- D. The CONTRACTOR is responsible for obtaining a U.S. EPA NPDES permit for construction and for monitoring the site per the permit requirements until final completion if a NPDES permit is required.

#### **1.07 Disposal of Excess Excavation and Other Waste Materials**

- A. Excess excavated material not required or suitable for backfill and other waste material must be disposed of offsite in accordance with applicable laws and regulations.

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- B. Unacceptable disposal sites, include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
  - C. The CONTRACTOR may make his own arrangements for disposal subject to submission of proof to the ENGINEER that the OWNER(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).
  - D. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

#### **1.08 Use of Chemicals**

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.
- B. Any oil or other hydrocarbon spilled or dumped on the OWNER'S site during construction must be excavated and completely removed from the site prior to final acceptance. Soil contaminated by the CONTRACTOR'S operations shall become the property of the CONTRACTOR, who will bear all costs of testing and disposal.
- C. Before a CONTRACTOR commences work, the following steps shall be completed.
  - 1. The OWNER will provide a copy of the Chemical List giving the hazardous chemicals to which the CONTRACTOR, his employees and agents may be exposed to on the project site.
  - 2. The OWNER will provide copies of all Material Safety Data Sheets (MSDS) to the CONTRACTOR for the hazardous chemicals which CONTRACTOR may be exposed to on the project site.
  - 3. The OWNER will inform the CONTRACTOR of his obligation to inform his employees and agents of each of the above requirements.
  - 4. The CONTRACTOR shall provide MSDSs for all hazardous chemicals he may bring onto the project site that OWNER'S employees may be exposed to.
  - 5. The CONTRACTOR shall sign a CONTRACTOR Acknowledgement certifying that he has received the information provided by the OWNER on hazardous chemicals and maintain the Acknowledgement with the original Contract.

#### **PART 2 - PRODUCTS (NOT USED)**

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## **PART 3 - EXECUTION**

### **3.01 Erosion Control**

Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

### **3.02 Protection of Streams**

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any stream from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such waters will be diverted through a settling basin or filter before being directed into the streams.
- B. The CONTRACTOR shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the State in which the Project is located. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER.
- D. Water being flushed from structures or pipelines after disinfection, with a chlorine residue of 2 mg/l or greater, shall be treated with a dechlorination solution, in a method approved by the ENGINEER, prior to discharge.

### **3.03 Protection of Land Resources**

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.



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- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than one inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
  2. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
- E. The locations of the CONTRACTOR'S storage, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER.
- F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he/she shall submit the following for approval at least ten days prior to scheduled start of such temporary work.
1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
  2. Details of temporary road construction.
  3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
  4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.
- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or

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any other vestiges of construction as required. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 02930 Grassing, or as approved by the ENGINEER.

- H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

### **3.04 Protection of Air Quality**

- A. Burning. The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control. The CONTRACTOR will be required to maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient suitable equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

### **3.05 Maintenance of Pollution Control Facilities During Construction**

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

### **3.06 Noise Control**

The CONTRACTOR shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

**END OF SECTION**

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## SECTION 01630

### SUBSTITUTIONS

#### PART 1 - GENERAL

##### 1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

##### 1.02 Substitutions

- A. During a period of 60 days after execution of the Contract, the ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified). After the end of the specified period, requests will be considered only in the case of unavailability of products or other conditions beyond the control of the CONTRACTOR.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making a request for a substitution, CONTRACTOR represents that:
  - 1. CONTRACTOR has investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
  - 2. CONTRACTOR will provide the same or better warranties or bonds for the proposed substitution as provided for the product or method specified.
  - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
  - 1. They are only shown or implied on the Shop Drawings.
  - 2. Acceptance will require substantial revision of the Contract Documents.
  - 3. They will change design concepts or Specifications.
  - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.

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- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute the CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
  2. The CONTRACTOR shall reimburse OWNER for all associated engineering costs including redesign, additional shop drawing reviews, investigations, consultant fees, and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01660

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 Transportation

- A. The CONTRACTOR shall make all arrangements for transportation of equipment and materials required for prosecution and completion.
- B. Shipments of materials to the CONTRACTOR or Subcontractors shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of project, street address, and city. Shipments shall not be delivered to the OWNER except where otherwise directed.
- C. If necessary, to move stored materials and equipment during construction, the CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

##### 1.02 Delivery

- A. The CONTRACTOR shall arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. The CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the site and to accommodate the following:
  - 1. Work of other contractors or the OWNER.
  - 2. Limitations of storage space.
  - 3. Availability of equipment and personnel for handling products.
  - 4. OWNER'S use of premises.
- C. The CONTRACTOR will not have products delivered to the project site until related Shop Drawings have been approved by the ENGINEER.
- D. The CONTRACTOR will not have products delivered to the project site until required storage facilities have been provided.
- E. The CONTRACTOR shall have products delivered to the project site in the manufacturer's original, unopened, labeled containers.
- F. The CONTRACTOR shall inspect the shipment immediately on delivery to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Containers and packages are intact and labels are legible.
  - 4. Products are properly protected and undamaged.

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### **1.03 Product Handling**

- A. The CONTRACTOR shall provide equipment and personnel necessary to handle the products, including those provided by the OWNER, using methods to prevent soiling or damage to the products or packaging.
- B. The CONTRACTOR shall provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging the products or the surrounding surfaces.
- C. The CONTRACTOR shall handle the products by methods that prevent bending or overstressing.
- D. The CONTRACTOR shall lift heavy components only at designated lifting points.
- E. The CONTRACTOR shall, at all times, handle the materials in a safe manner and as recommended by the supplier so that no damage occurs to them. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

### **1.04 Storage of Materials**

- A. The CONTRACTOR shall store and protect materials in accordance with the manufacturer's recommendations and requirements of the Specifications.
- B. The CONTRACTOR shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.
- C. The area available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.
- D. Materials that are to become the property of the OWNER shall be stored to facilitate their inspection and insure preservation of the quality and fitness of the Work, including proper protection against damage by freezing and moisture. They shall be placed in inside storage areas unless otherwise acceptable to the OWNER.
- E. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the OWNER or other person in possession or control of such premises.
- F. The CONTRACTOR shall be fully responsible for loss or damage to stored materials.

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- G. The CONTRACTOR will not open manufacturer's containers until the time of installation unless recommended by the manufacturer or otherwise specified.

**1.05 Maintenance of Storage**

The CONTRACTOR shall maintain a periodic system of inspection of stored products on a scheduled basis to assure that:

- A. The state of storage facilities is adequate to provide required conditions.
- B. The required environmental conditions are maintained on a continuing basis.
- C. The products exposed to the elements are not adversely affected.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 01740

### CLEANING

#### PART 1 - GENERAL

##### 1.01 Requirements Included

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris, waste paper, wood scraps, broken concrete, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

##### 1.02 Disposal Requirements

The CONTRACTOR shall conduct cleaning and disposal operations to comply with the Office of Pollution Control and with the codes, ordinances and regulations of the city or county in which the work is being performed.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 During Construction

- A. The CONTRACTOR shall execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. The CONTRACTOR shall provide on-site containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in on-site containers.
- C. The CONTRACTOR shall remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site. Burning of waste material shall not be permitted.

##### 3.02 Final Cleaning

- A. The CONTRACTOR shall broom clean exterior paved surfaces.
- B. The CONTRACTOR shall clean ground surfaces of the construction site.
- C. Prior to final completion, the CONTRACTOR shall conduct an inspection of all work areas to verify that the entire Work is clean.

**END OF SECTION**

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**SECTION 01790**

**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 Requirements Included**

Maintain at the construction site one record copy of:

- A. Drawings.
- B. ENGINEER'S Field Orders or written instructions.
- C. Approved Shop Drawings.

**1.02 Maintenance of Documents**

- A. Store documents in CONTRACTOR'S field office apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the ENGINEER.
- D. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "record drawings" for review by the ENGINEER.

**1.03 Submittal**

- A. At Contract close-out, deliver Record Drawings to the ENGINEER.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-105-1**

**CODE: (SP)**

**DATE: 05/07/2021**

**SUBJECT: Authority of the Engineer**

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-105.1--Authority of the Engineer.** Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-108-4**

**CODE: (SP)**

**DATE: 10/07/2020**

**SUBJECT: Subletting of Contract**

Section 108, Prosecution and Progress, of the 2017 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.** Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-4

CODE: (IS)

DATE: 04/19/2021

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-109.01--Measurement of Quantities.** Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, 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 Work.**

**907-109.04.1--Supplemental Agreement.** Delete the second paragraph of Subsection 109.04.1 on page 90.

**907-109.06--Partial Payment.**

**907-109.06.2--Advancement on Materials.**

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

**907-109.07--Changes in Material Costs.** After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

[https://mdot.ms.gov/portal/current\\_letting](https://mdot.ms.gov/portal/current_letting)

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-4

CODE: (SP)

DATE: 02/01/2018

SUBJECT: Additional Signing Requirements

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-618.01.2--Traffic Control Plan.** At the end of Subsection 618.01.2 on page 441, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain traffic control devices at various locations throughout the project. Payment for these devices will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.



# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-3

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-701.01--General.** In the first sentence of the second paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

**907-701.02--Portland Cement.**

**907-701.02.1-General.**

**907-701.02.1.2--Alkali Content.** Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

When used in portland cement concrete, the total alkali contribution from all cement types in this Subsection shall not exceed 4.0 lb. per cubic yard of concrete calculated as follows:

$$\text{lb alkali per cu Yd} = \frac{(\text{lb cement per cu Yd}) \times (\% \text{Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, the maximum cement alkali content reported on the cement mill certificate shall be used. An example calculation can be found in the Department’s *Concrete Field Manual*.

**907-701.02.2--Replacement by Other Cementitious Materials.** Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

**907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.**

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

**Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater**

| Sulfate Exposure      | Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass | Sulfate (SO <sub>4</sub> ) in water, ppm | Cementitious material required   |
|-----------------------|---|--|--|
| Moderate and Seawater | 0.10 - 0.20   | 150 - 1,500                              | Type I cement with one of the following replacements of cement by weight:<br>24.5 - 25.0% Class F fly ash, or<br>49.5 - 50.0% GGBFS<br>or<br>Type II <sup>**</sup> cement  |
| Severe                | 0.20 - 2.00   | 1,500 - 10,000                           | Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS,<br>or<br>Type II <sup>*</sup> cement with one of the following replacements of cement by weight:<br>24.5 - 25.0% Class F fly ash, or<br>49.5 - 50.0% GGBFS |

\* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C<sub>3</sub>A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation “Type III(MS).”

\*\* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

**907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.** When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

**907-701.04--Blended Hydraulic Cement.**

**907-701.04.1--General.** Delete Subsection 701.04.1.1 on page 720, and substitute the following.

**907-701.04.1.1--Types of Blended Hydraulic Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

- Type II – Portland-limestone cement
- Type IP – Portland-pozzolan cement
- Type IS – Portland blast-furnace slag cement

Blended cement Types II, IP, and IS meeting the “MS” sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the “(MS)” suffix added to the type designation.

**907-701.04.1.2--Alkali Content.** Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

The blended cement manufacturer shall include the percent equivalent alkalis as Na<sub>2</sub>O on their cement mill reports.

When calculating the total alkali contribution with blended cements, use the equivalent alkali content of the base portland cement. An example calculation for cases where blended cements are used can be found in the Department’s *Concrete Field Manual*.

**907-701.04.2--Replacement by Other Cementitious Materials.** Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type II by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

**907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.** When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

**Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater**

| Sulfate Exposure      | Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass | Sulfate (SO <sub>4</sub> ) in water, ppm | Cementitious material required  |
|-----------------------|---|--|---|
| Moderate and Seawater | 0.10 - 0.20   | 150 - 1,500                              | Type IL (MS) * cement,<br>Type IL cement with one of the following replacements of cement by weight:<br>24.5 - 35.0% Class F fly ash, or<br>49.5 - 50.0% GGBFS,<br>Type IP (MS) cement,<br>or<br>Type IS (MS) cement        |
| Severe                | 0.20 - 2.00   | 1,500 - 10,000                           | Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS,<br>or<br>Type IL (MS) cement with one of following replacements of cement by weight:<br>24.5 - 35.0% Class F fly ash, or<br>49.5 - 50.0% GGBFS |

\* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

**907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.** When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-702-4**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Bituminous Materials**

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-702.04--Sampling.** Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

**907-702.07--Emulsified Asphalt.** Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

**907-702.12--Tables.** Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V  
SPECIFICATION FOR FOG SEAL**

| Test Requirements                        | LD-7 |      | CHPF-1 |      | Test Method  |
|--|------|------|--------|------|--------------|
|  | Min. | Max. | Min.   | Max. |              |
| Viscosity, Saybolt Furol, @ 25°C, Sec.   | 10   | 100  | -      | 100  | AASHTO T 72  |
| Storage Stability Test, 24 hr, %         | -    | 1    | -      | 1    | AASHTO T 59  |
| Settlement, 5 day, %                     | -    | 5    | -      | -    | AASHTO T 59  |
| Oil Distillate, %                        | -    | 1    | -      | -    | AASHTO T 59  |
| Sieve Test, % *                          | -    | 0.3  | -      | 0.1  | AASHTO T 59  |
| Residue by Distillation, %               | 40   | -    | 40     | -    | AASHTO T 59  |
| <b>Test on Residue from Distillation</b> |      |      |        |      |              |
| Penetration @ 25°C, 100g, 5 sec          | -    | 20   | 40     | 90   | AASHTO T 49  |
| Softening Point, °C                      | 65   | -    | -      | -    | ASTM D 36    |
| Solubility in trichloroethylene, %       | 97.5 | -    | -      | -    | AASHTO T 44  |
| Elastic Recovery @ 25°C, %               | -    | -    | 40     | -    | AASHTO T 301 |
| Original DSR @ 82° (G*/Sinδ, 10 rad/sec) | 1    | -    | -      | -    | AASHTO T 111 |

\* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-703-2**

**CODE: (SP)**

**DATE: 11/29/2022**

**SUBJECT: Gradation**

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-703.03--Coarse Aggregates for Hydraulic Cement Concrete.**

**907-703.03.2--Detail Requirements.**

**907-703.03.2.4--Gradation.** In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note <sup>2</sup> – 100 percent shall pass the 1-inch sieve for Size 67 used in Class F and Class FX concrete.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

### 907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

### 907-714.01.6--Blank.

### 907-714.05--Fly Ash.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

**907-714.13--Geotextiles.**

**907-714.13.11--Tables.** Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

**Table 1 - Geotextiles**

| Type Designation                                       | I <sup>1</sup><br>Sediment Control | II <sup>1</sup><br>Control | III<br>Drainage | IV<br>Paving    | V<br>Separation & Drainage |              | VI<br>Separation, Stabilization & Reinforcement |              | VIII<br>High Strength | IX<br>High Strength | Test Method |
|--|------------------------------------|----------------------------|-----------------|-----------------|----------------------------|--------------|---|--------------|-----------------------|---------------------|-------------|
|  |                                    |                            |                 |                 | Woven                      | Non-Woven    | Woven   | Non-Woven    |                       |                     |             |
| Grab Strength (lb)                                     | 50                                 | 90                         | 110             | 90              | 200                        | 280          | 180   | 450          | 280                   | 280                 | ASTM D 4632 |
| Elongation (%)   | ----                               | 50% max @ 45 lb            | 20% min         | 50% min @ break | 50% min                    | 50% max      | 50% min   | 50% max      | 50% min               | 50% min             | ASTM D 4632 |
| Seam Strength (lb)                                     | ----                               | ----                       | 70              | ----            | 180                        | 240          | 160   | 400          | 240                   | 240                 | ASTM D 4632 |
| Puncture Strength (lb)                                 | ----                               | ----                       | 40              | ----            | 80                         | 110          | 75  | 180          | 115                   | 115                 | ASTM D 6241 |
| Trapezoidal Tear (lb)                                  | ----                               | ----                       | 40              | ----            | 80                         | 100          | 70  | 150          | 100                   | 100                 | ASTM D 4533 |
| Asphalt Retention (gal/yd <sup>2</sup> )               | ----                               | ----                       | ----            | 0.2             | ----                       | ----         | ----  | ----         | ----                  | ----                | ASTM D 6140 |
| Permittivity (sec <sup>-1</sup> ) min                  | 0.05                               | 0.05                       | 0.5             | ----            | 0.2                        | 0.2          | 0.2   | 0.2          | 0.2                   | 0.2                 | ASTM D 4491 |
| AOS Woven (mm) max                                     | 0.60                               | 0.60                       | 0.6             | ----            | 0.6                        | 0.43         | ----  | 0.43         | ----                  | ----                | ASTM D 4751 |
| AOS Non-Woven (mm) max                                 | 0.84                               | 0.84                       | 0.43            | ----            | 0.43                       | ----         | 0.43  | ----         | 0.43                  | 0.43                | ----        |
| Tensile Strength after UV (% Retained)                 | 70% @ 500 hr                       | 70% @ 500 hr               | 50% @ 500 hr    | ----            | 50% @ 500 hr               | 50% @ 500 hr | 50% @ 500 hr                                    | 50% @ 500 hr | 50% @ 500 hr          | 50% @ 500 hr        | ASTM D 4355 |
| Melting Point °(F)                                     | ----                               | ----                       | ----            | 325             | ----                       | ----         | ----  | ----         | ----                  | ----                | ASTM D 276  |
| Minimum Ultimate Tensile Strength <sup>3</sup> (lb/in) | ----                               | ----                       | ----            | ----            | ----                       | ----         | ----  | ----         | 660                   | 2000                | ASTM D 4595 |

Notes: 1 - All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application, 3 - Machine direction



Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

**907-714.15--Geogrids.**

**907-714.15.1--General.** A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

**907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes.** Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

**907-714.15.1.2--Geogrid for Subgrade Stabilization.** Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

**907-714.15.2--Marking, Shipment, and Storage.** Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

**907-714.15.3--Manufacturer Certification.** The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

**907-714.15.4--Acceptance Sampling and Testing.** Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

**TABLE II  
GEOGRIDS**

| Physical Properties   | Type Designation |      |      |      |      |      | Test Method            |
|---|------------------|------|------|------|------|------|------------------------|
|   | I                | II   | III  | IV   | V    | VI   |                        |
| Long Term Design Load <sup>1</sup> , pounds per foot, Machine Direction             | 250              | 500  | 750  | 1500 | 2500 | 3500 | AASHTO R69, ASTM D5262 |
| Minimum Ultimate Tensile Strength <sup>2</sup> , pounds per foot, Machine Direction | 500              | 1000 | 1500 | 3000 | 5000 | 7000 | ASTM D6637             |
| Open Area, percent  | 70               | 70   | 50   | 50   | 50   | 50   | Direct Measurement     |

<sup>1</sup> Minimum design criteria requirement.

<sup>2</sup> Minimum Average Roll Value (MARV).

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO NOTICE TO BIDDERS NO. 1**

**DATE: 06/08/2021**

**SUBJECT: Governing Specifications**

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Governing Specifications**

The current (2017) 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 within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at [shopmdot/default.aspx?StoreIndex=1](http://shopmdot/default.aspx?StoreIndex=1).

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 2004 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 2017 Edition of the Standard Specifications.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 1A LPA**

**CODE: (SP)**

**DATE:**

**SUBJECT: Designated Owner and Engineer**

**PROJECT:**

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the (City of Jackson, Mississsippi), the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the (Project Engineer for the City of Jackson, Mississippi, Neel-Schaffer, Inc.).

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 3**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Final Clean-Up**

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 28**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Fuel and Material Adjustments**

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 113**

**CODE: (SP)**

**DATE: 04/18/2017**

**SUBJECT: Tack Coat**

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h



# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

| <u>Page</u> | <u>Subsection</u> | <u>Change</u>  |
|-------------|-------------------|--|
| 16          | 102.06            | In the seventh full paragraph, change “Engineer” to “Director.”  |
| 33          | 105.05.1          | In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”  |
| 34          | 105.05.2.1        | In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”  |
| 35          | 105.05.2.2        | In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.  |
| 90          | 109.04.2          | In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.  |
| 93          | 109.04.2          | In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence. |
| 97          | 109.07            | Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”  |
| 98          | 109.11            | In the third sentence, change “Engineer” to “Director.”  |
| 219         | 308.04            | In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”   |
| 300         | 405.02.5.9        | In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”   |
| 502         | 630.01.1          | In the first paragraph, change “ <u>AASHTO</u> ” to “ <u>AASHTO’s LRFD</u> ”.  |
| 636         | 646.05            | Change “each” to “per each” for the pay item units of payment.   |
| 640         | 656.02.6.2        | In item 7), change “down stream” to “downstream”.  |
| 688         | 630.03.2          | Change the subsection number from “630.03.2” to “680.03.2.”  |

725        702.08.3        In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”

954        804.02.13.1.6        In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1546**

**CODE: (SP)**

**DATE: 05/23/2007**

**SUBJECT: Advancement of Materials**

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2689 LPA**

**CODE: (SP)**

**DATE: 06/15/2017**

**SUBJECT: Asphalt Smoothness Requirement**

Bidders are advised that Subsection 403.03.2.1—Smoothness Tolerances for Mean Roughness Index (MRI) is removed from this project. Any incentive or disincentive for asphalt smoothness associated with (MRI) is also hereby eliminated from this project.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2766**

**CODE: (SP)**

**DATE: 08/05/2020**

**SUBJECT: Material Transfer Device**

Bidders are advised that the use of a material transfer device as referenced in Subsection 401.03.9 of the Standard Specifications is not mandatory on this project(s). The Contractor may use a material transfer device if desired, but it is not required.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO BIDDERS NO. 3599**

**CODE: (SP)**

**DATE: 08/11/2021**

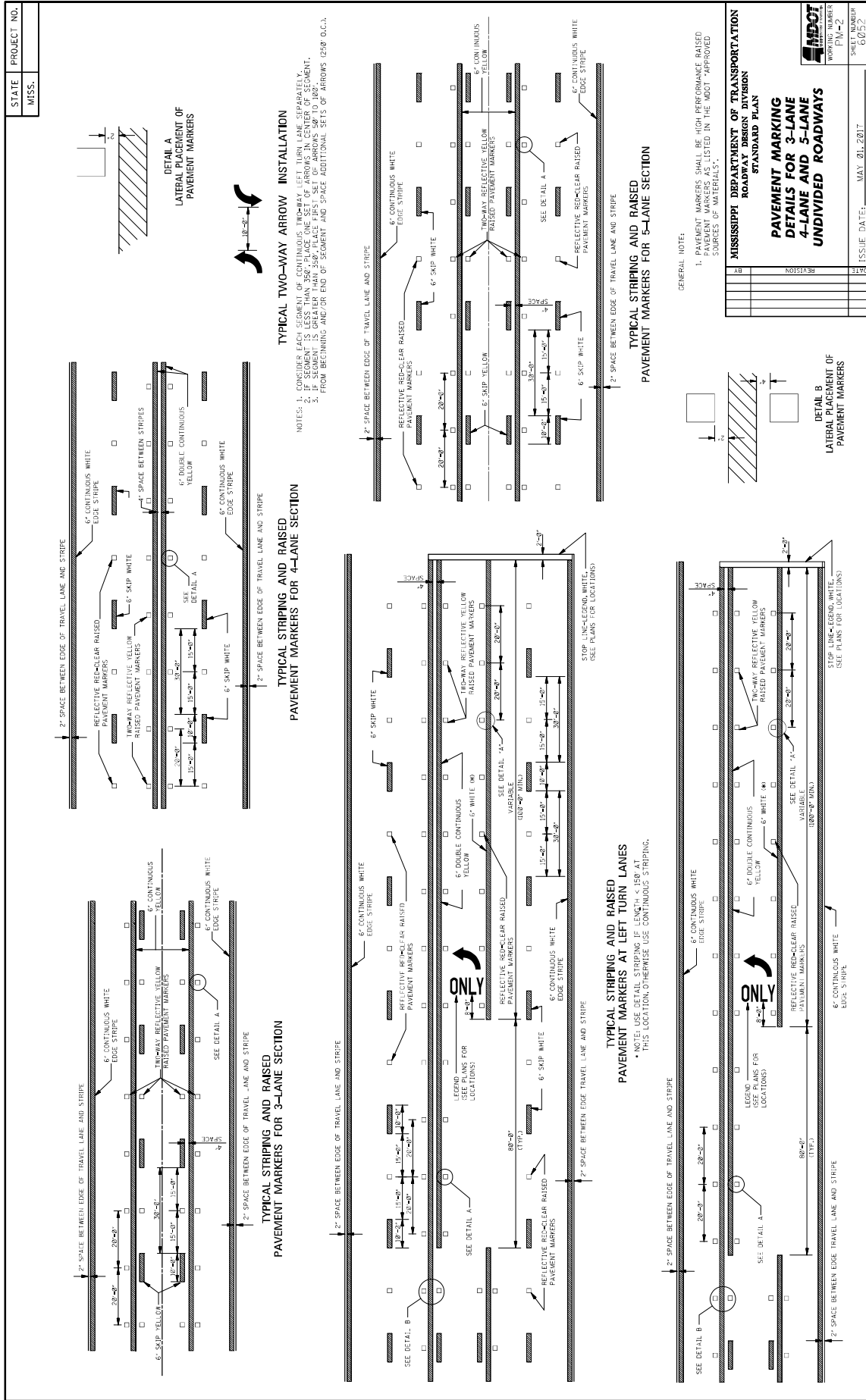
**SUBJECT: Standard Drawings**

Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop  
MDOT Shop Complex, Building C, Room 114  
2567 North West Street  
P.O. Box 1850  
Jackson, MS 39215-1850  
Telephone: (601) 359-7460  
or FAX: (601) 359-7461  
or e-mail: [plans@mdot.state.ms.us](mailto:plans@mdot.state.ms.us)





GENERAL NOTE:

- PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MOST APPROVED SOURCE OF MATERIALS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**PAVEMENT MARKING  
DETAILS FOR 3-LANE  
4-LANE AND 5-LANE  
UNDIVIDED ROADWAYS**

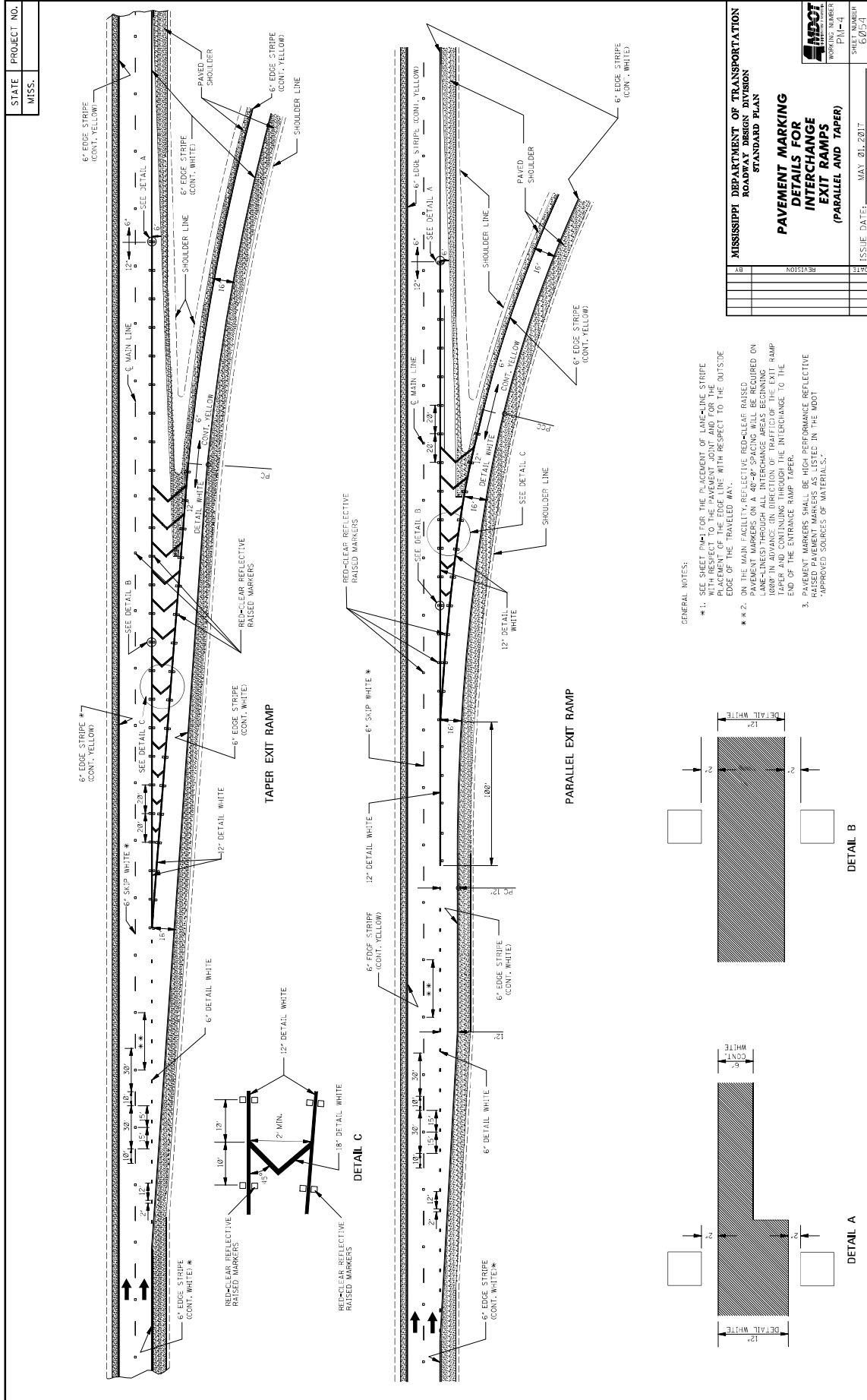
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MSDOT  
WORKING NUMBER  
P10-2  
SHEET NUMBER  
60252

ISSUE DATE: MAY 01, 2017

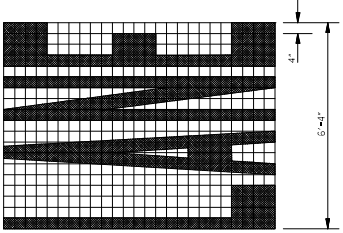




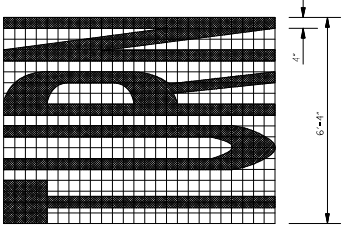


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|----------------|-------------|--|--|
| STATE<br>MISS. | PROJECT NO. |  |  |
|----------------|-------------|--|--|

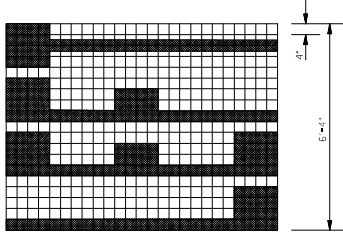
  



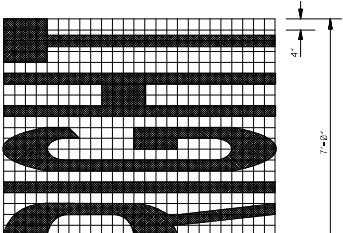
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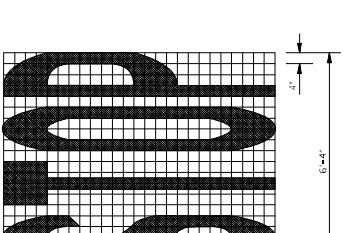
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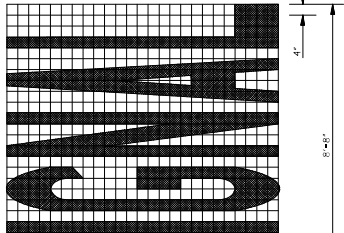
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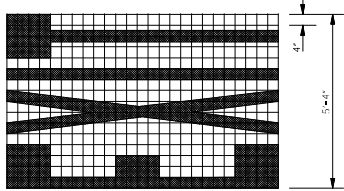
7'-0" x 8'-4" x 4"



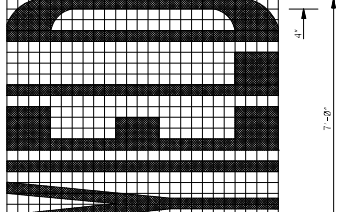
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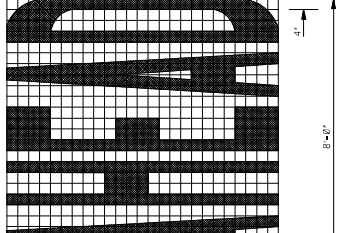
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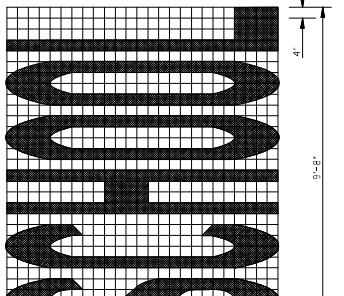
5'-4" x 8'-4" x 4"



7'-0" x 8'-4" x 4"



8'-0" x 8'-4" x 4"



8'-4" x 9'-8" x 4"

**GENERAL NOTES:**

- TWO HORIZONTAL GAPS (USED BY TEMPLATE CONNECTIONS OF 1/2" OR LESS) ARE EXTENDING FULL WIDTH OF RESPECTIVE LETTER.
- FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

| LEGEND | AREA (ft <sup>2</sup> ) |
|--------|-------------------------|
| STOP   | 24.6                    |
| RIGHT  | 28.6                    |
| LEFT   | 19.5                    |
| YIELD  | 27.2                    |
| AHEAD  | 32.3                    |
| YIELD  | 26.8                    |
| EXIT   | 18.5                    |
| SIGNAL | 32.5                    |
| SCHOOL | 35.2                    |

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**PAVEMENT MARKING  
LEGEND DETAILS**

|      |          |    |
|------|----------|----|
| DATE | REVISION | BY |
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|      |          |    |
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ISSUE DATE: MAY 01, 2017  
SHEET NUMBER: PM-5  
PROJECT NUMBER: 60535

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| STATE<br>MISS. | PROJECT NO. |  |  |
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**ONLY**

**TURN** ARROW

**THRU** ARROW

**LANE-REDUCTION** ARROW

**COMBINATION** ARROW

**GENERAL NOTES:**

- TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTIONS OF 1/8" OR LESS AND EXTENDING THE FULL WIDTH) ARE PERMITTED IN EACH LETTER.
- FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
- PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

| PAY QUANTITIES       |                         |
|----------------------|-------------------------|
| LEGEND/SYMBOL        | AREA (ft <sup>2</sup> ) |
| ONLY                 | 22.0                    |
| TURN ARROW           | 16.4                    |
| THRU ARROW           | 12.3                    |
| COMB. ARROW          | 27.5                    |
| LANE REDUCTION ARROW | 40.0                    |

VARIABLE - EXTEND ACROSS APPROACH LANES)

YIELD LINE

1-WAY ARROW

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

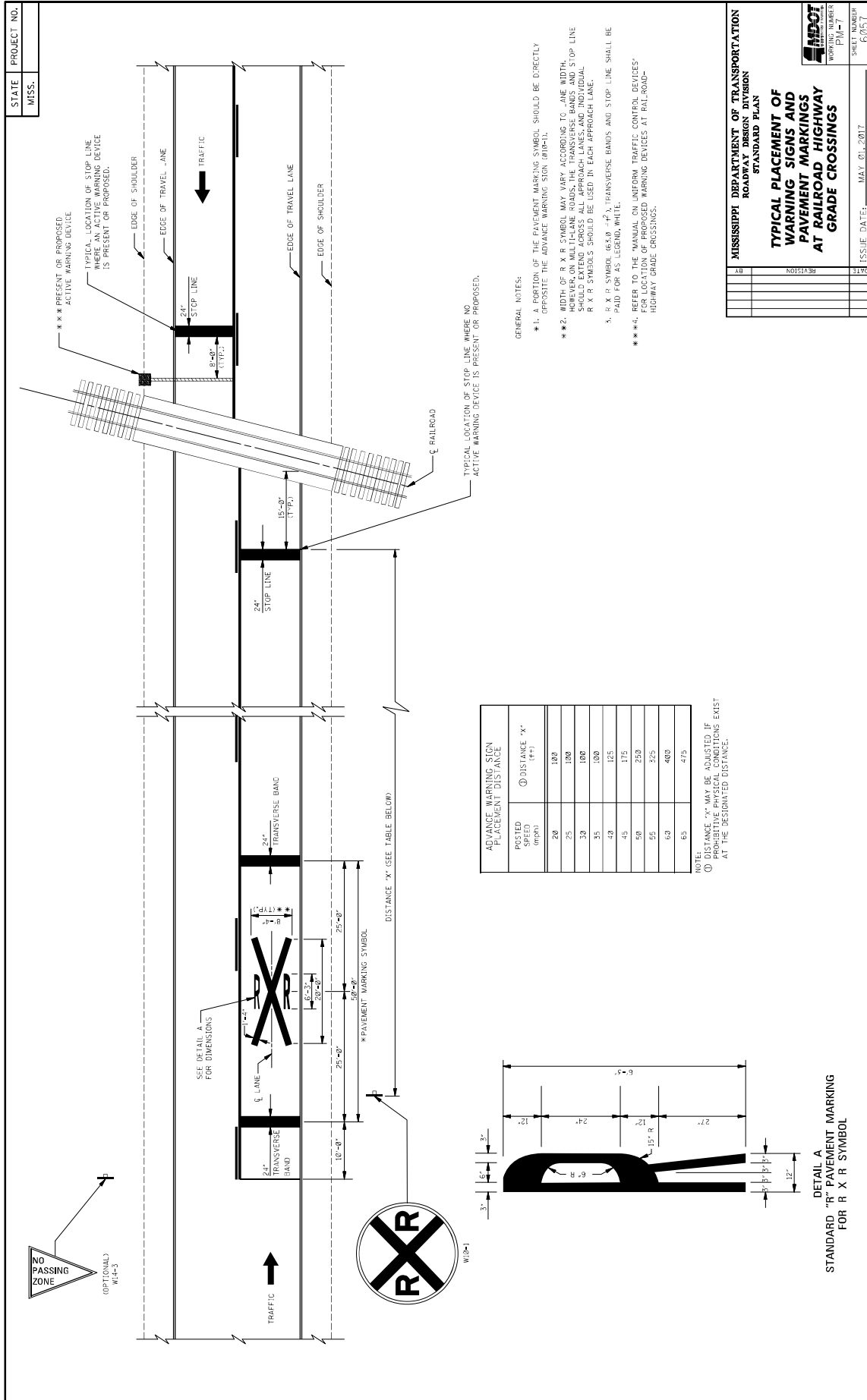
**PAVEMENT MARKING  
LEGEND DETAILS**

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| BY       | DATE     |
| REVISION | REVISION |
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SHEET NUMBER  
PM-6

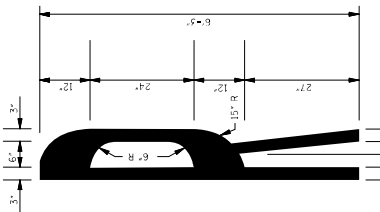
ISSUE DATE: MAY 01, 2017

SHEET NUMBER  
60516



| POSTED SPEED (mph) | ① DISTANCE 'X' (ft) |
|--------------------|---------------------|
| 20                 | 100                 |
| 25                 | 100                 |
| 30                 | 100                 |
| 35                 | 100                 |
| 40                 | 125                 |
| 45                 | 175                 |
| 50                 | 250                 |
| 55                 | 325                 |
| 60                 | 400                 |
| 65                 | 475                 |

NOTE: DISTANCE 'X' MAY BE SHORTER IF PROTECTIVE PHYSICAL CONDITIONS EXIST AT THE DESIGNATED DISTANCE.



DETAIL A  
STANDARD "R" PAVEMENT MARKING  
FOR R X R SYMBOL

GENERAL NOTES:

- \*\*1. A PORTION OF THE PAVEMENT MARKING SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W14-3).
- \*\*2. WIDTH OF R X R SYMBOL MAY VARY ACCORDING TO LANE WIDTH. SYMBOL SHOULD EXTEND ACROSS ALL APPROACH LANES AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.
- \*\*3. R X R SYMBOL (65.0 - 75.0) TRANSVERSE BANDS AND STOP LINE SHALL BE PAID FOR AS LEGEND WHITE.
- \*\*4. REFER TO THE MANUAL ON URBAN TRAFFIC CONTROL DEVICES FOR LOCATION OF PROPOSED WARNING DEVICES AT RAILROAD-HIGHWAY GRADE CROSSINGS.

STATE PROJECT NO.  
MISS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**TYPICAL PLACEMENT OF WARNING SIGNS AND PAVEMENT MARKINGS AT RAILROAD HIGHWAY GRADE CROSSINGS**

MDOT  
WORKING NUMBER  
P10-7

SHEET NUMBER  
60511

ISSUE DATE: MAY 01, 2017

| DATE | REVISION |
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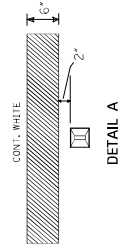
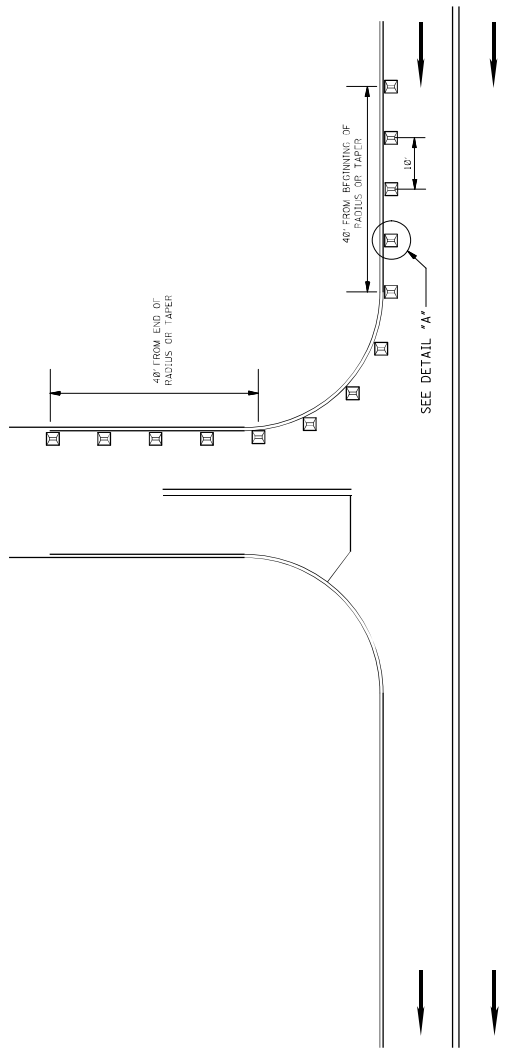






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| MISS. |             |

TYPICAL PLACEMENT OF RAISED PAVEMENT MARKERS ON SIDE ROAD RADIUS  
4-LANE, TWO WAY TRAFFIC



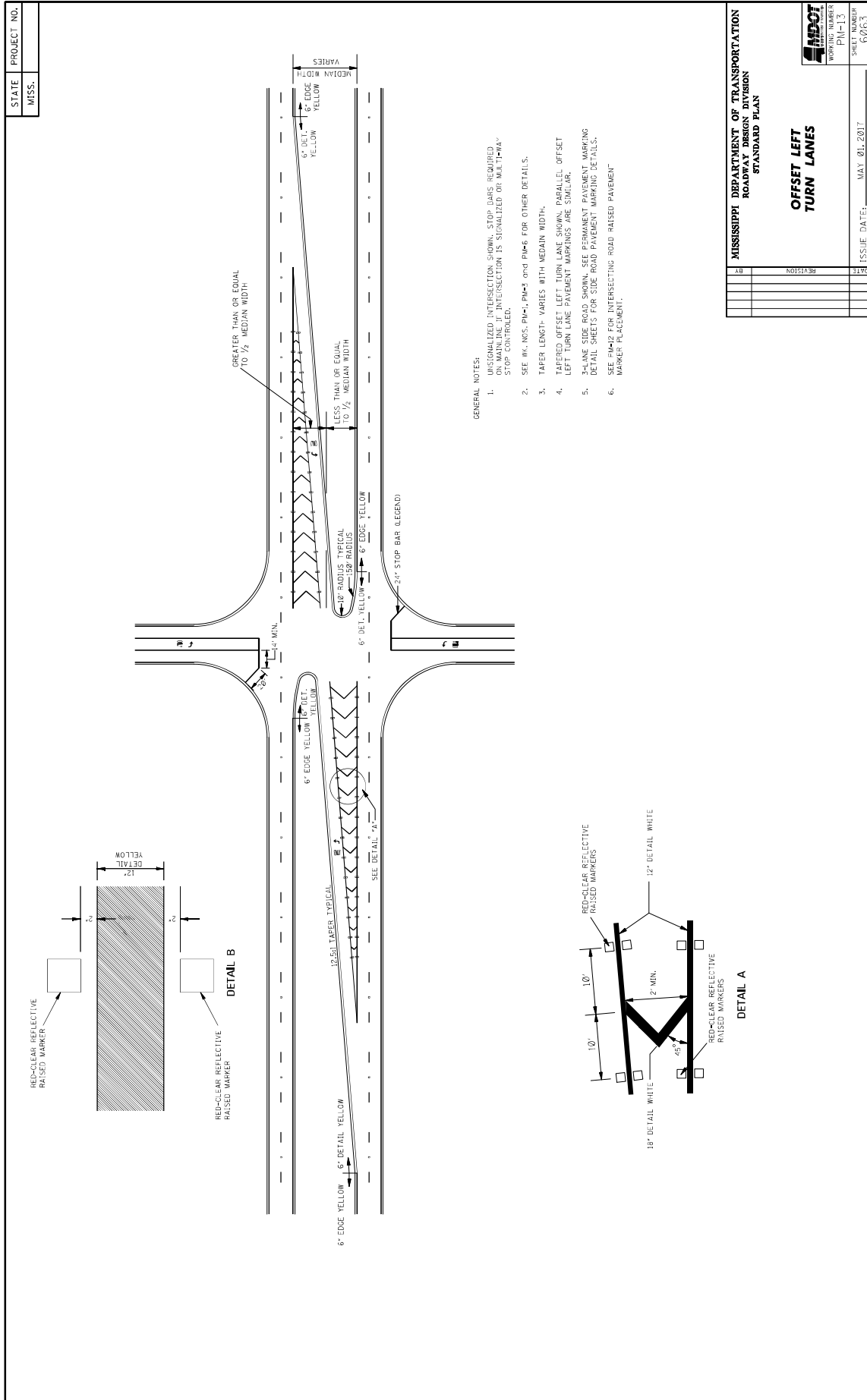
DETAIL A

↑ DIRECTION OF TRAFFIC

GENERAL NOTES:

1. MARKERS SHALL BE FLACCO EVERY 10 FEET.
2. MARKERS SHALL BE VISIBLE FROM THE TRAVELING MOTORIST ON STATE DESIGNATED HIGHWAYS.
3. MARKERS SHALL BE HIGH PERFORMANCE TWO-WAY CLEAR.
4. FIVE (5) MARKERS SHALL BE PLACED ALONG MAINLINE EDGE STRIPE.
5. MARKERS ON COUNTY ROADS SHALL CONTINUE DOWN THE MAINLINE EDGE STRIPE A DISTANCE OF 40 FEET.
6. MARKERS SHALL NOT BE ROTATED WHEN BEING PLACED ALONG RADIUS AND TANGENT SECTIONS OF LOCAL ROAD.
7. MARKERS SHALL BE INSTALLED AT SIMPLE AND CHANNELIZED INTERSECTIONS TO THE LIMITS SHOWN ABOVE.

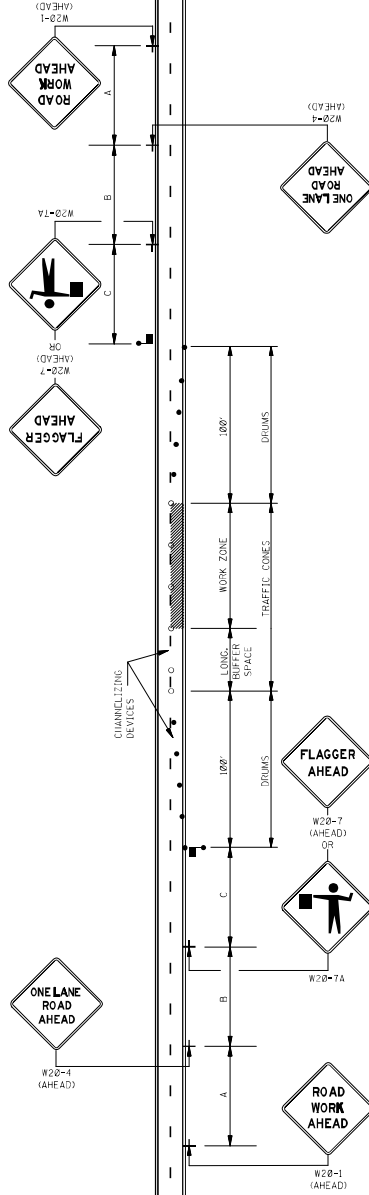
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| MISSISSIPPI DEPARTMENT OF TRANSPORTATION<br>ROADWAY DESIGN DIVISION<br>STANDARD PLAN |              |
| <b>2-WAY RAISED PAVEMENT MARKERS AT INTERSECTING ROADS (4-LANE)</b>                  |              |
| DATE   | BY           |
| REVISION   |              |
| ISSUE DATE:  | MAY 01, 2017 |
| SHEET NUMBER   | 69/62        |
| WORKING NUMBER   | P.M.-12      |



|   |                          |
|---|--------------------------|
| <b>MISSISSIPPI DEPARTMENT OF TRANSPORTATION</b> |                          |
| <b>ROADWAY DESIGN DIVISION</b>                  |                          |
| <b>STANDARD PLAN</b>                            |                          |
| <b>OFFSET LEFT TURN LANES</b>                   |                          |
| DATE  | ISSUE DATE: MAY 01, 2017 |
| BY  | REVISION                 |
|   |                          |
|   |                          |
|   |                          |

WORKING NUMBER  
PM-13  
SHEET NUMBER  
0263

STATE PROJECT NO.  
MISS.



- LEGEND**
- FLAGGER
  - RETROREFLECTIVE PREF-STANDING PLASTIC DRUMS
  - TRAFFIC CONES (28" HEIGHT MINIMUM)

**DISTANCE BETWEEN SIGNS**

| ROAD TYPE              | A        | B        | C        |
|------------------------|----------|----------|----------|
| URBAN (35 MPH OR LESS) | 100 FT.  | 100 FT.  | 100 FT.  |
| RURAL (25 - 70 MPH)    | 250 FT.  | 250 FT.  | 350 FT.  |
| EXPRESSWAY / FREEWAY   | 500 FT.  | 500 FT.  | 500 FT.  |
|                        | 1000 FT. | 1500 FT. | 2500 FT. |

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT THE FLAGGER IS VISIBLY LOCATED TO TRAFFIC. STOPPING DISTANCE VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 20" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED. ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AT NIGHT; FLAGGER STATIONS SHALL BE ILLUMINATED.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
  - A. APPROACH AND EXIT TAPERS= RETROREFLECTIVE PLASTIC DRUMS
  - B. ALONG LANE LINE AND WORK ZONE= TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

| POSTED SPEED<br>DESIGN SPEED | MAXIMUM<br>CHANNELIZING<br>DEVICE SPACING<br>(FT) | STOPPING<br>SIGHT<br>DISTANCE<br>(FT) | LONGITUDINAL<br>BUFFER SPACE<br>(FT) |                    |
|------------------------------|---|---------------------------------------|--------------------------------------|--------------------|
|                              |   |                                       | PLUS<br>LANE &<br>WORK ZONE          | MINUS<br>WORK ZONE |
| 50                           | 20  | 305                                   | 265                                  | 305                |
| 45                           | 20  | 260                                   | 260                                  | 300                |
| 50                           | 20  | 425                                   | 425                                  | 425                |
| 55                           | 20  | 495                                   | 495                                  | 495                |
| 60                           | 20  | 570                                   | 570                                  | 570                |
| 65                           | 20  | 645                                   | 645                                  | 645                |
| 70                           | 20  | 730                                   | 730                                  | 730                |

NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

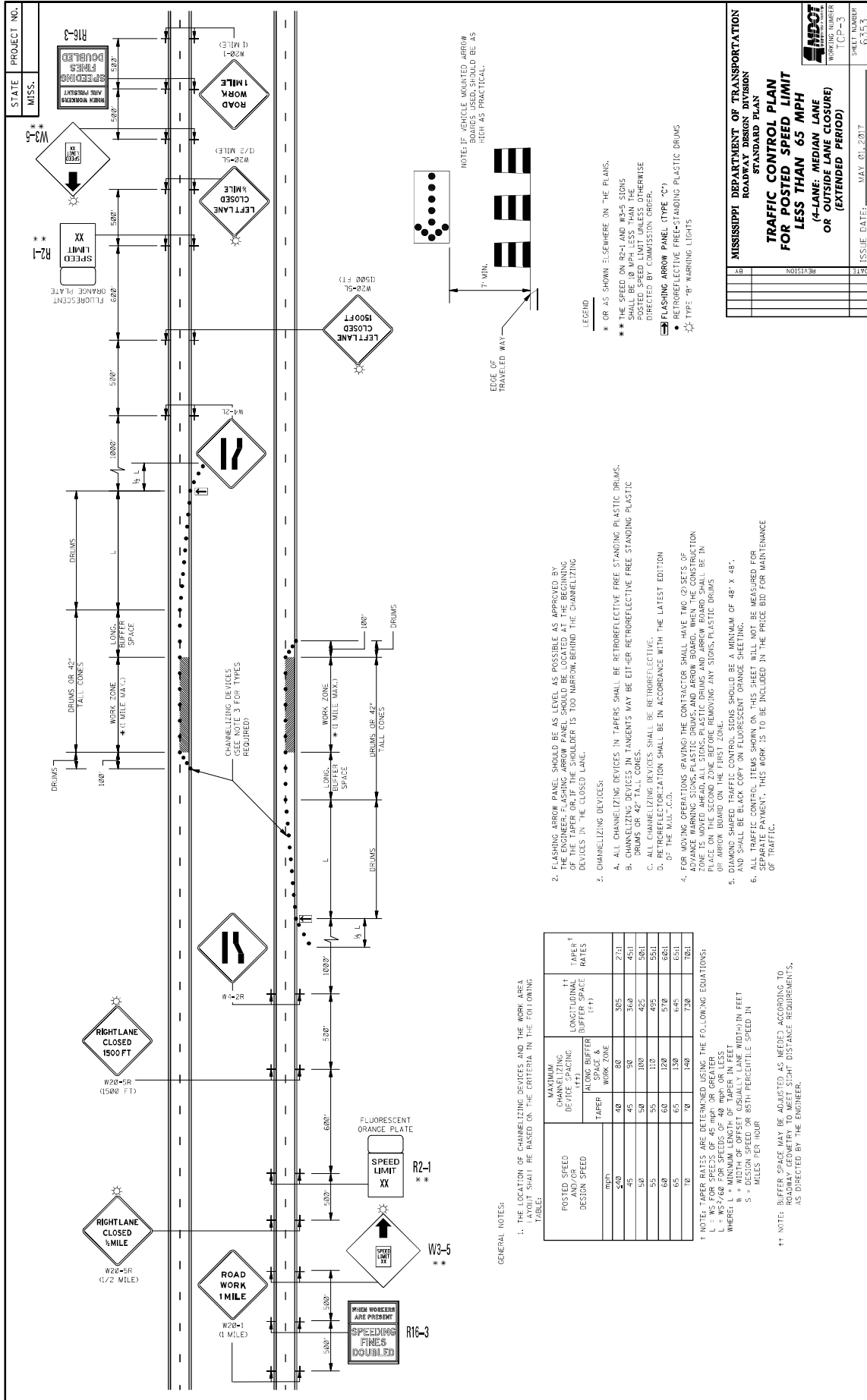
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

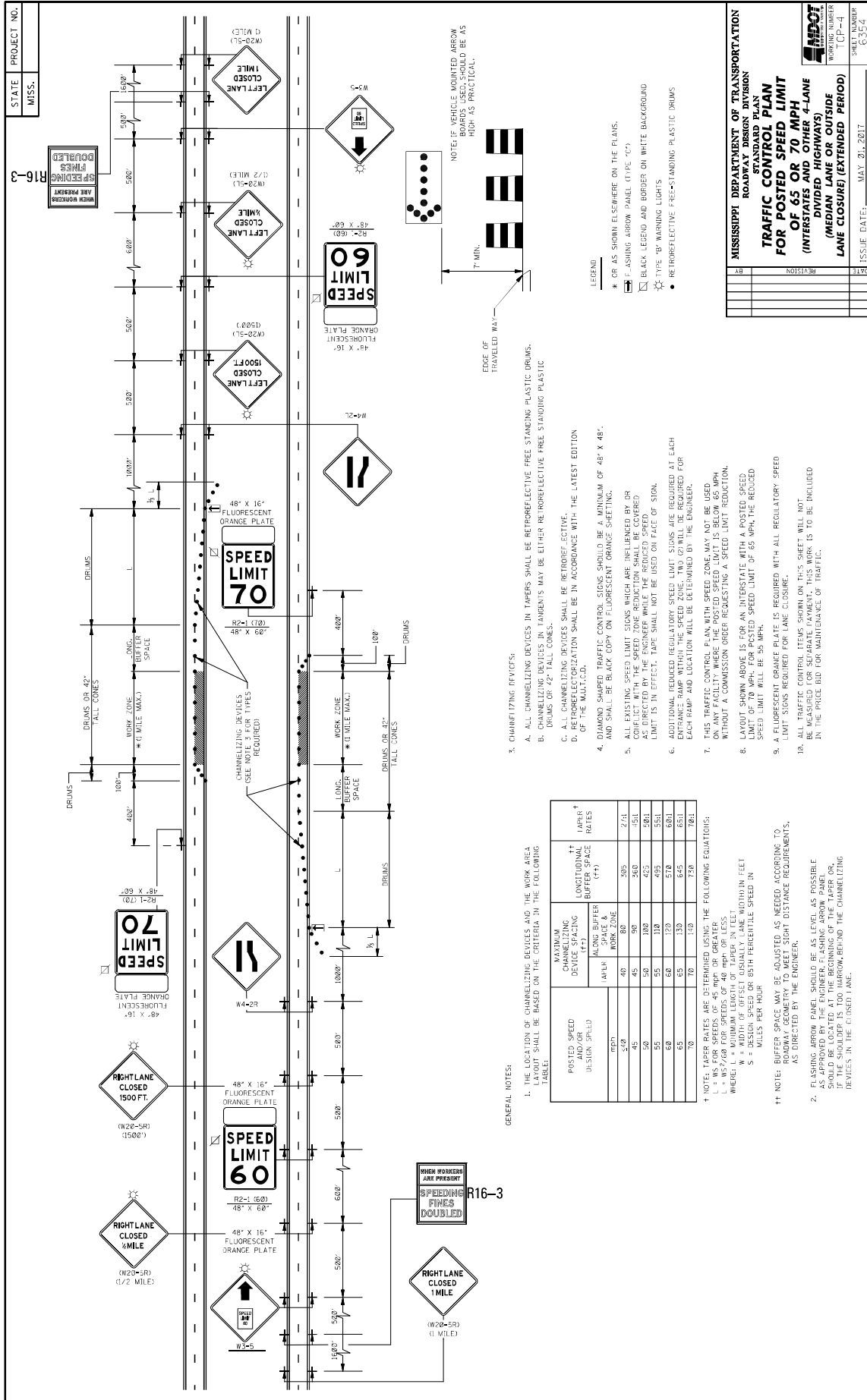
**TRAFFIC CONTROL PLAN  
WITH FLAGGER  
(ONE-LANE CLOSURE OF  
TWO-WAY TRAFFIC)**

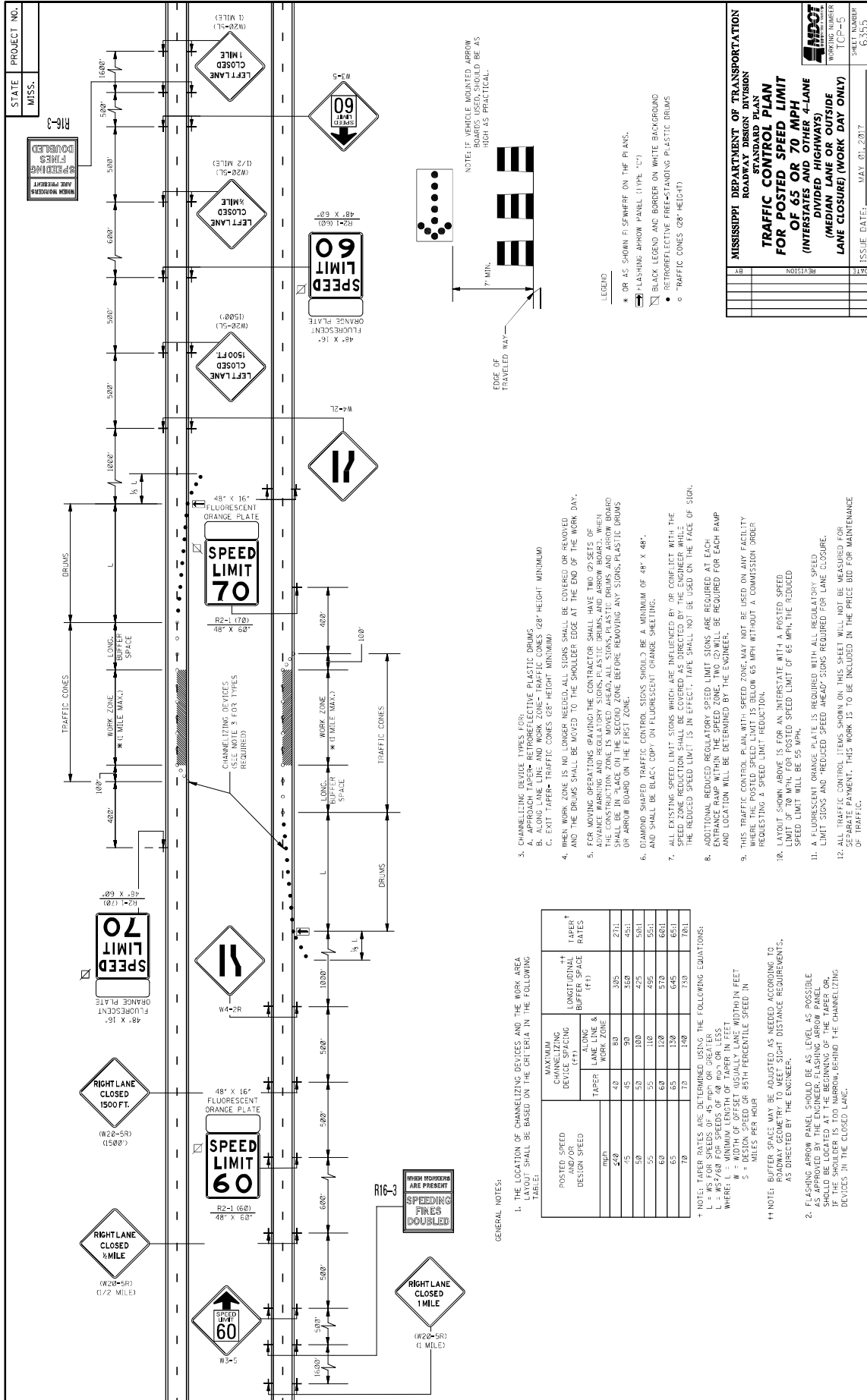
ISSUE DATE: MAY 01, 2017

WORKING NUMBER [CP-1]  
SHEET NUMBER 6351

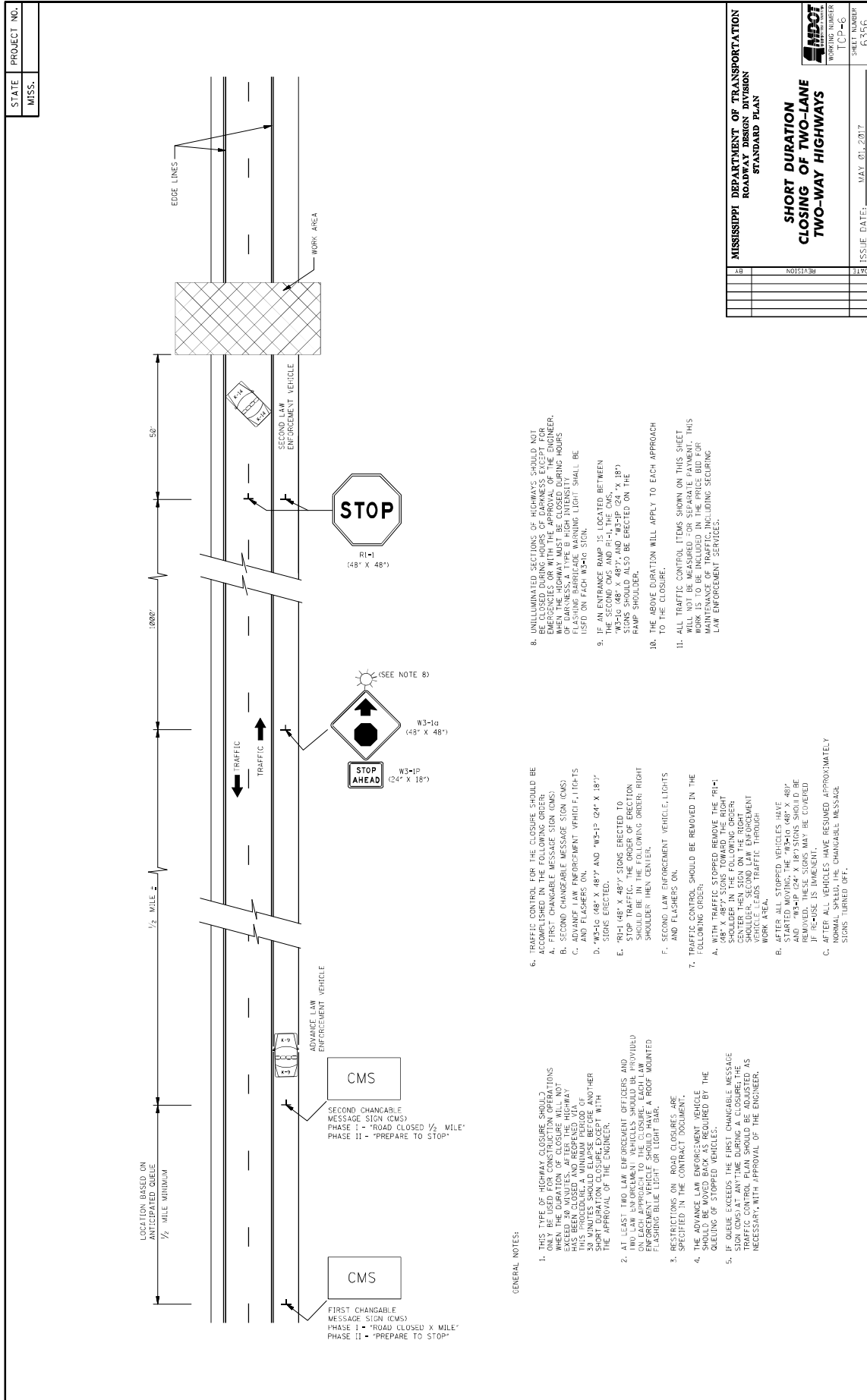








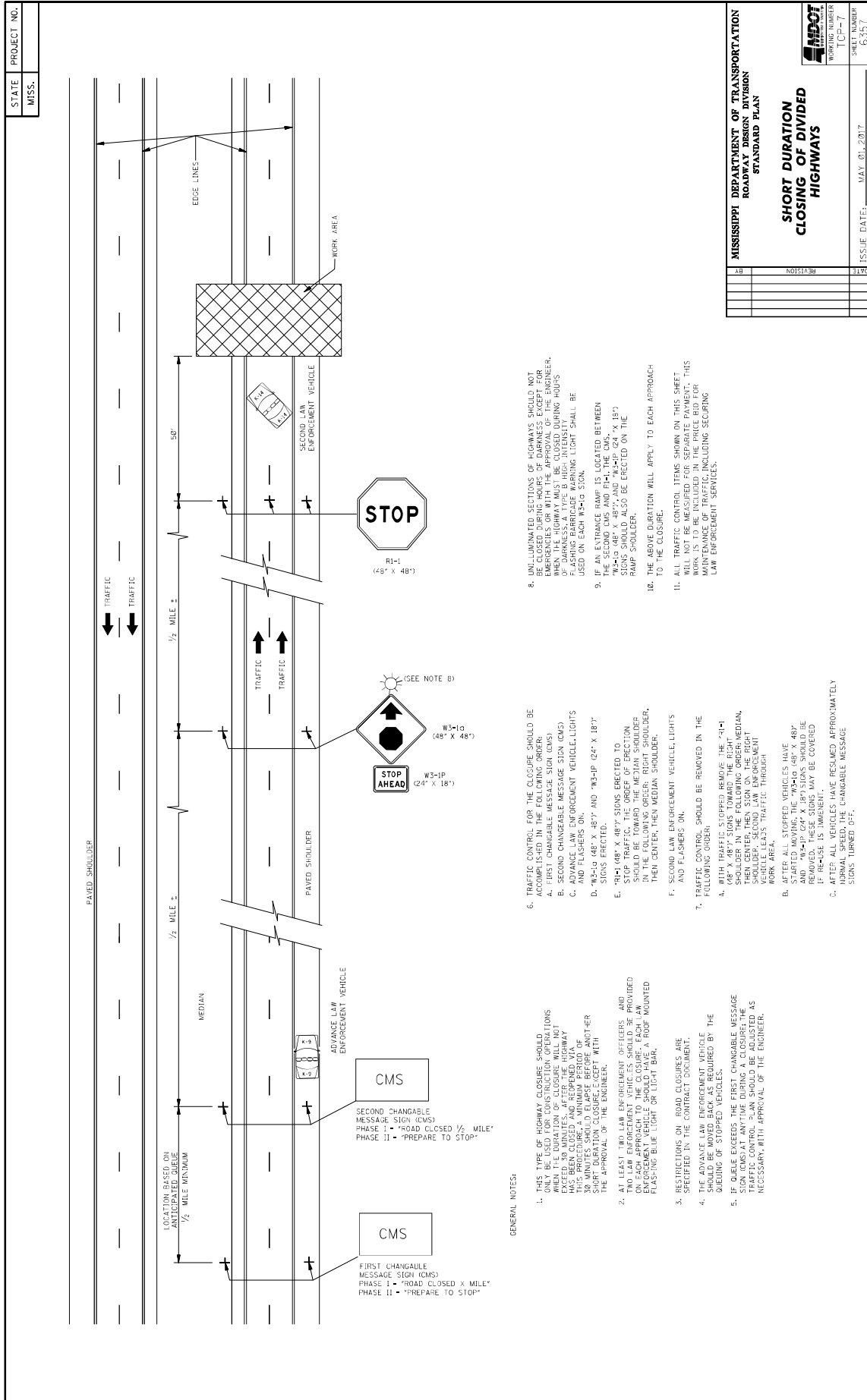




STATE PROJECT NO.  
MISS.

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| MISSISSIPPI DEPARTMENT OF TRANSPORTATION<br>ROADWAY DESIGN DIVISION<br>STANDARD PLAN |                                |
| <b>SHORT DURATION<br/>CLOSING OF TWO-LANE<br/>TWO-WAY HIGHWAYS</b>                   |                                |
| ISSUE DATE: MAY 01, 2017   | SHEET NUMBER<br>TCP-46<br>6356 |
| REVISION   | DATE                           |
|  |                                |
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|  |                                |
|  |                                |

- GENERAL NOTES:**
- THIS TYPE OF HIGHWAY CLOSURE SHOULD BE USED ONLY WHEN THE DURATION OF CLOSURE WILL NOT EXCEED 30 MINUTES. AFTER THE HIGHWAY IS CLOSED, A MINIMUM PERIOD OF 30 MINUTES SHOULD ELAPSE BEFORE ANOTHER CLOSURE IS ATTEMPTED. THIS TYPE OF CLOSURE SHOULD BE APPROVED BY THE ENGINEER.
  - AT LEAST TWO LAW ENFORCEMENT OFFICERS AND ONE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE PROVIDED ON EACH APPROACH TO THE CLOSURE. EACH LAW ENFORCEMENT VEHICLE SHOULD HAVE A ROOF MOUNTED FLASHING BLUE LIGHT ON LIGHT BAR.
  - RESTRICTIONS ON ROAD CLOSURES ARE SPECIFIED IN THE CONTRACT DOCUMENT.
  - THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE POSITIONED BY THE QUEUING OF STOPPED VEHICLES.
  - IF QUEUE EXCEEDS THE FIRST CHANGABLE MESSAGE SIGN (CMS) AT ANYTIME DURING A CLOSURE, THE TRAFFIC CONTROL PLAN SHOULD BE ADJUSTED AS NECESSARY, WITH APPROVAL OF THE ENGINEER.
- TRAFFIC CONTROL FOR THE CLOSURE SHOULD BE ACCOMPLISHED IN THE FOLLOWING ORDER:
    - FIRST CHANGABLE MESSAGE SIGN (CMS)
    - SECOND CHANGABLE MESSAGE SIGN (CMS)
    - ADVANCE LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON
    - "W3-1A (48" X 48") AND "W3-1P (24" X 18") SIGNS ERECTED.
    - "R1-1 (48" X 48") SIGNS ERECTED TO STOP TRAFFIC. THE ORDER OF ERECTION SHOULD BE IN THE FOLLOWING ORDER: RIGHT SHOULDER THEN CENTER.
    - SECOND LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
  - TRAFFIC CONTROL SHOULD BE REMOVED IN THE FOLLOWING ORDER:
    - WITH TRAFFIC STOPPED REMOVE THE "R1-1 (48" X 48") SIGNS TOWARD THE RIGHT SHOULDER THEN SIGN ON THE RIGHT SHOULDER. SECOND LAW ENFORCEMENT VEHICLE ADDS TRAFFIC THROUGH WORK AREA.
    - AFTER ALL STOPPED VEHICLES HAVE STARTED MOVING, THE "W3-1A (48" X 48") AND "W3-1P (24" X 18") SIGNS SHOULD BE REMOVED. TRAFFIC SHOULD BE COVERED IF ROAD IS WIDENED.
    - AFTER ALL VEHICLES HAVE RESUMED APPROXIMATELY NORMAL SPEED, THE CHANGABLE MESSAGE SIGNS TURNED OFF.
  - IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE CLOSURE AND THE NEXT APPROACH, "W3-1A (48" X 48") AND "W3-1P (24" X 18") SIGNS SHOULD ALSO BE ERECTED ON THE RAMP SHOULDER.
  - THE ABOVE DURATION WILL APPLY TO EACH APPROACH TO THE CLOSURE.
  - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE AND CONSTRUCTION INCLUDING SECURING LAW ENFORCEMENT SERVICES.

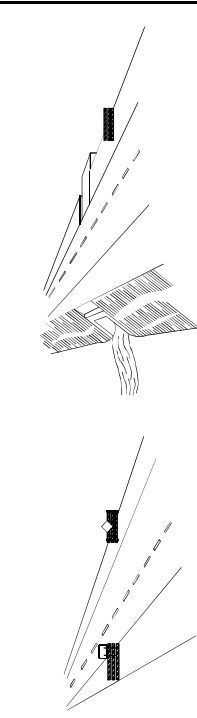


STATE PROJECT NO.  
MISS.

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| MISSISSIPPI DEPARTMENT OF TRANSPORTATION<br>ROADWAY DESIGN DIVISION<br>STANDARD PLAN |                          |
| <b>SHORT DURATION<br/>CLOSING OF DIVIDED<br/>HIGHWAYS</b>                            |                          |
| AB   | REVISION                 |
| 3170   | SHEET NUMBER             |
|  | WORKING NUMBER           |
|  | CP-7                     |
|  | 6357                     |
|  | ISSUE DATE: MAY 01, 2017 |

- GENERAL NOTES:**
- THIS TYPE OF HIGHWAY CLOSURE SHOULD BE USED ONLY FOR SHORT DURATION CLOSURES WHEN THE DURATION OF CLOSURE WILL NOT EXCEED 30 MINUTES AFTER THE HIGHWAY CLOSURE. THIS PROCEDURE A MINIMUM PERIOD OF 30 MINUTES SHOULD ELAPSE BEFORE ANOTHER CLOSURE IS ATTEMPTED WITH THE APPROVAL OF THE ENGINEER.
  - AT LEAST TWO LAW ENFORCEMENT OFFICERS AND TWO LAW ENFORCEMENT VEHICLES SHOULD BE PROVIDED ON EACH APPROACH TO THE CLOSURE. EACH LAW ENFORCEMENT VEHICLE SHOULD BE EQUIPPED WITH A ROOF MOUNTED FLASHING BLUE LIGHT OR LIGHT BAR.
  - RESTRICTIONS ON ROAD CLOSURES ARE SPECIFIED IN THE CONTRACT DOCUMENT.
  - THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE MOVED BACK AS REQUIRED BY THE QUEUING OF STOPPED VEHICLES.
  - IF QUEUE EXCEEDS THE FIRST CHANGABLE MESSAGE SIGN (CMS) CAPACITY, THE SECOND CHANGABLE MESSAGE SIGN (CMS) SHOULD BE ADJUSTED AS NECESSARY WITH APPROVAL OF THE ENGINEER.
  - TRAFFIC CONTROL FOR THE CLOSURE SHOULD BE ACCOMPLISHED IN THE FOLLOWING ORDER:
    - FIRST CHANGABLE MESSAGE SIGN (CMS)
    - SECOND CHANGABLE MESSAGE SIGN (CMS)
    - ADVANCE LAW ENFORCEMENT VEHICLE AND FLASHERS ON
    - "W3-1G (48" X 48") AND "W3-1P (24" X 18") SIGNS ERECTED.
    - "R1-1 (48" X 48") SIGNS ERECTED TO STOP TRAFFIC. THE ORDER OF ERECTION SHOULD BE TOWARD THE MEDIAN SHOULDER, THEN CENTER, THEN MEDIAN SHOULDER, AND FLASHERS ON.
    - SECOND LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
    - TRAFFIC CONTROL SHOULD BE REMOVED IN THE FOLLOWING ORDER:
      - WITH TRAFFIC STOPPED REMOVE THE "R1-1" SIGN FROM THE CENTER OF THE ROAD SHOULDER IN THE FOLLOWING ORDER: MEDIAN, THEN CENTER, THEN SIGN ON THE RIGHT SHOULDER. AFTER TRAFFIC IS REMOVED, THE VEHICLE LEADS TRAFFIC THROUGH WORK AREA.
      - AFTER ALL STOPPED VEHICLES HAVE STARTED MOVING, THE "W3-1G (48" X 48") AND "W3-1P (24" X 18") SIGNS SHOULD BE REMOVED. THESE SIGNS MAY BE COVERED IF RELEASE IS IMMINENT.
    - AFTER ALL VEHICLES HAVE RESUMED APPROXIMATELY NORMAL FLOW, THE CHANGABLE MESSAGE SIGN IS TURNED OFF.
  - UNILLUMINATED SECTIONS OF HIGHWAYS SHOULD NOT BE CLOSED DURING HOURS OF DARKNESS EXCEPT FOR EMERGENCY REPAIRS. THE DURATION OF DARKNESS WHEN THE HIGHWAY MUST BE CLOSED DURING HOURS OF DARKNESS: A. TYPE B HIGH INTENSITY FLASHER LIGHT SHALL BE USED ON EACH W3-1G SIGN. B. IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE SECOND LANE AND RAMP, THE SIGNS "W3-1G (48" X 48") AND "W3-1P (24" X 18") SHOULD ALSO BE ERECTED ON THE RAMP SHOULDER.
  - THE ABOVE DURATION WILL APPLY TO EACH APPROACH TO THE CLOSURE.
  - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE FOR MAINTENANCE OF TRAFFIC INCLUDING SECURING LAW ENFORCEMENT SERVICES.

STATE PROJECT NO.  
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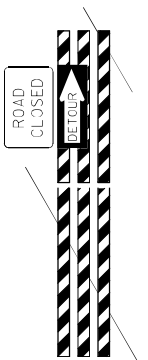


**WING BARRICADES**

1. WING BARRICADES ARE TYPE II BARRICADES ERECTED ON THE SHOULDER OF A ROADWAY OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.

2. WING BARRICADES SHOULD BE USED:

- IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
- IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



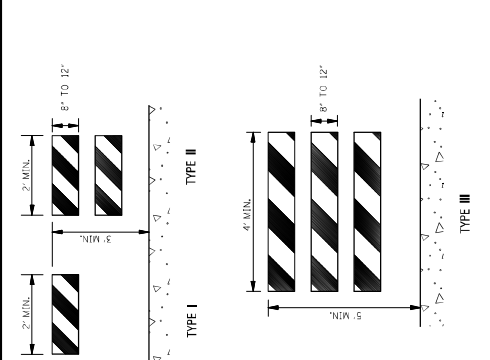
**BARRICADE CLOSING A ROAD**

**BARRICADE CHARACTERISTICS**

|   | I                      | II                     | III   |
|---|------------------------|------------------------|---|
| WIDTH OF RAIL **                        | 8" MIN. - 12" MAX.     | 8" MIN. - 12" MAX.     | 8" MIN. - 12" MAX.  |
| LENGTH OF RAIL **                       | 24" MIN.               | 24" MIN.               | 48" MIN.  |
| WIDTH OF STRIPE *                       | 6"                     | 6"                     | 6"  |
| HEIGHT                                  | 36" MIN.               | 36" MIN.               | 60" MIN.  |
| NUMBER OF RETROREFLECTORIZED RAIL FACES | 2 (ONE EACH DIRECTION) | 4 (TWO EACH DIRECTION) | 3 IF FACING TRAFFIC IN ONE DIRECTION<br>4 IF FACING TRAFFIC IN TWO DIRECTIONS |

\* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

\*\* 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 IN<sup>2</sup> OF REFLECTIVE AREA FACING TRAFFIC.



**STANDARD BARRICADES**

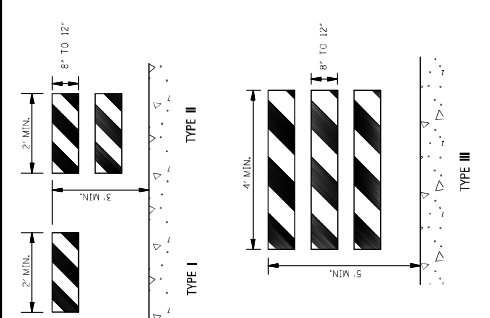
1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION OF TRAFFIC IS TO PASS).

2. RAIL STRIPE SHALL BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.

3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.

4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WHEN DEVICES WHICH REQUIRE SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATEGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: [http://safety.fhwa.dot.gov/roadway\\_dept/pafety\\_guidance/road\\_hardware/cat2.cfm](http://safety.fhwa.dot.gov/roadway_dept/pafety_guidance/road_hardware/cat2.cfm)

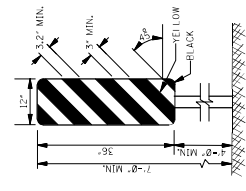


**PLASTIC DRUM STRIPING DETAIL**

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDITED METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING SANDBAGS OR OTHER DEVICES. THE PREDOMINANT COLOR OF DRUMS SHALL BE ORANGE WITH FOUR RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.

2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.

3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

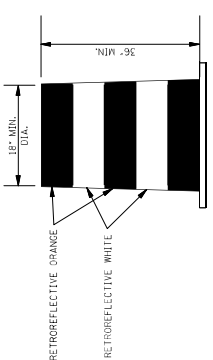


**TYPE 3 OBJECT MARKER (OM-3R)**

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DETERMINED NECESSARY BY THE ENGINEER.

2. THE OM-3R IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.

3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



**CHEVRON SIGN DETAIL**

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.

2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.

3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

REVISION

DATE

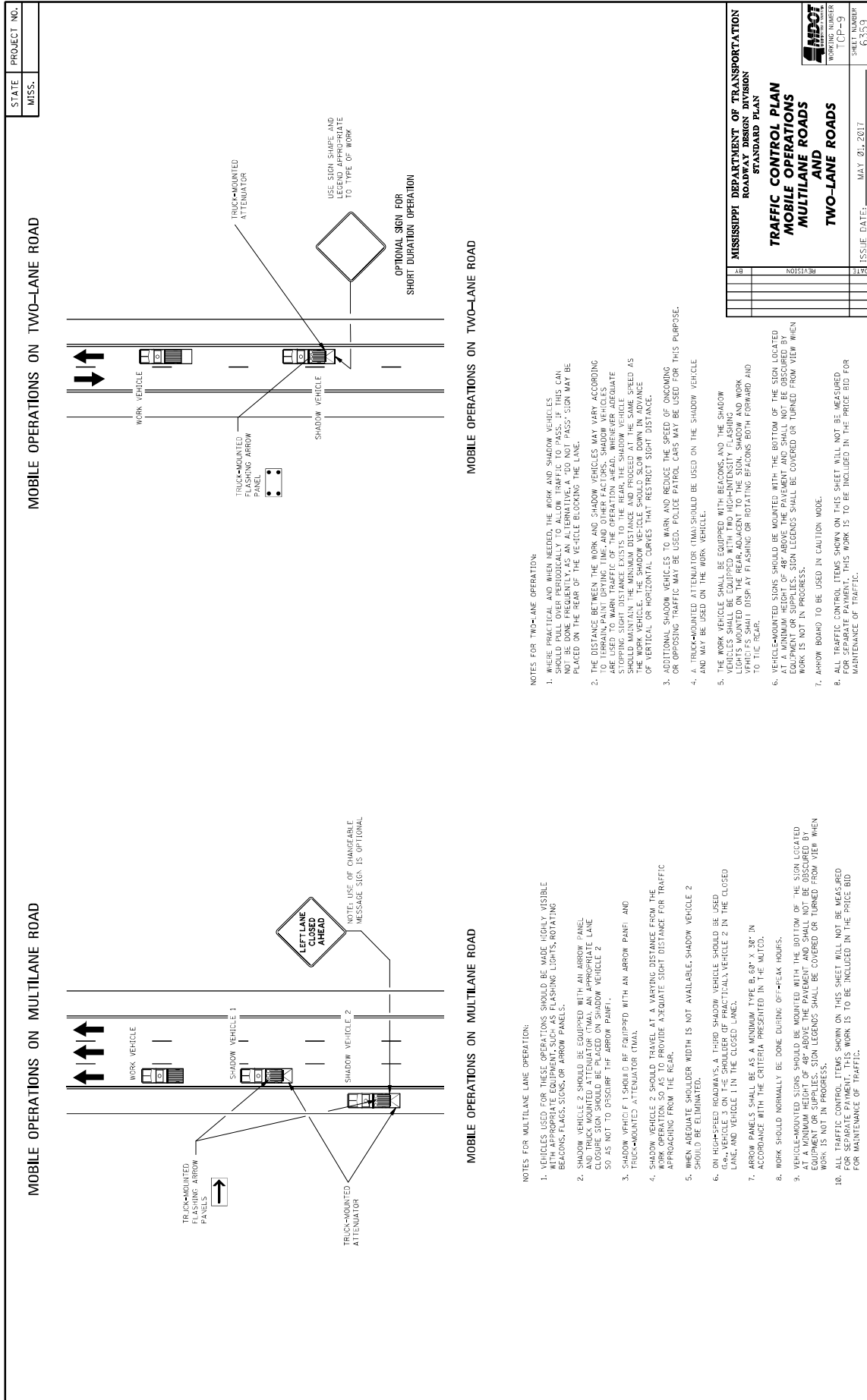
ISSUE DATE: MAY 21, 2017

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS**

WORKING NUMBER  
TCP-5

SHEET NUMBER  
03500



|       |             |
|-------|-------------|
| STATE | PROJECT NO. |
| MISS. |             |

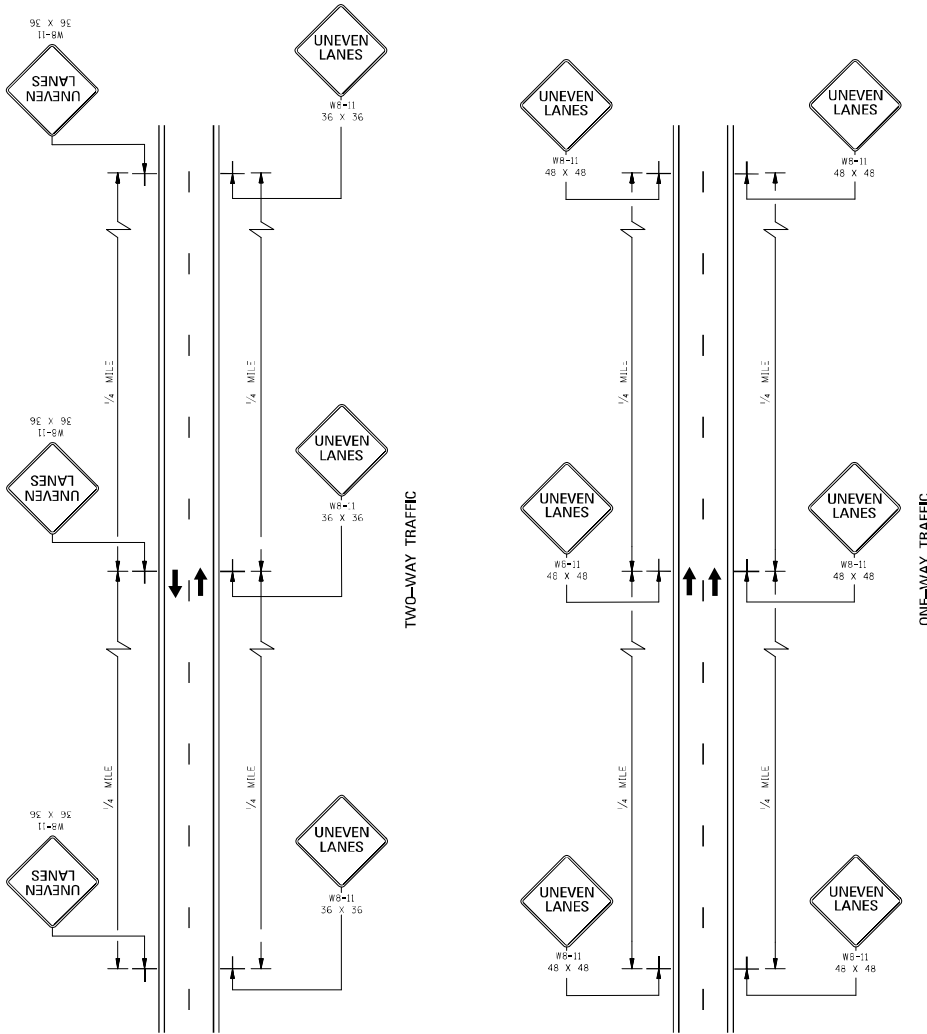
**MOBILE OPERATIONS ON TWO-LANE ROAD**

|   |              |
|---|--------------|
| <b>MISSISSIPPI DEPARTMENT OF TRANSPORTATION</b> |              |
| <b>ROADWAY DESIGN DIVISION</b>                  |              |
| <b>STANDARD PLAN</b>                            |              |
| <b>TRAFFIC CONTROL PLAN</b>                     |              |
| <b>MOBILE OPERATIONS</b>                        |              |
| <b>MULTILANE ROADS</b>                          |              |
| <b>TWO-LANE ROADS</b>                           |              |
| ISSUE DATE:                                     | MAY 01, 2017 |
| SHEET NUMBER                                    | CP-9         |
| WORKING NUMBER                                  | 6359         |





|       |             |
|-------|-------------|
| STATE | PROJECT NO. |
| MISS. |             |



GENERAL NOTES:

- UNEVEN LANE LINE.
  - IF LESS THAN OR EQUAL TO 1/2", NO SIGNS REQUIRED.
  - IF MORE THAN 1/2" AND LESS THAN 1", PLACE SIGNS AS SHOWN ON THIS SHEET.
  - IF GREATER THAN 1", TRAFFIC SHOULD NOT BE ALLOWED TO CROSS UNEVEN LANE LINE.
  - IF GREATER THAN 2 1/4", TRAFFIC SHOULD NOT BE ALLOWED TO CROSS UNEVEN LANE LINE.
- THE WB-11 SIGNS SHOULD BE SPACED AT 1/4-MILE INTERVALS THROUGHOUT UNEVEN LANE LINE LIMITS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

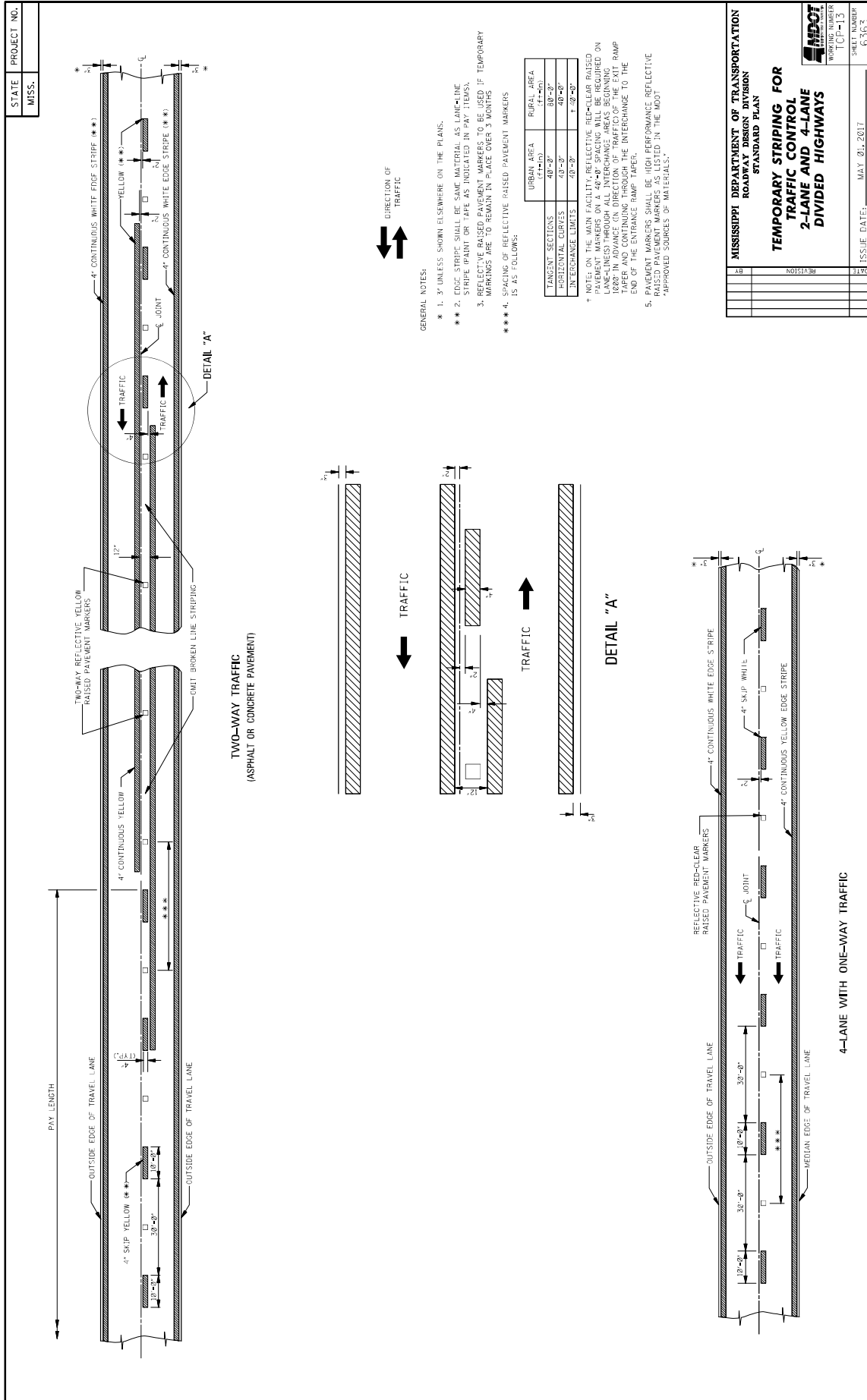
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**TRAFFIC CONTROL PLANS  
UNEVEN PAVEMENT  
DETAILS**

ISSUE DATE: MAY 01, 2017

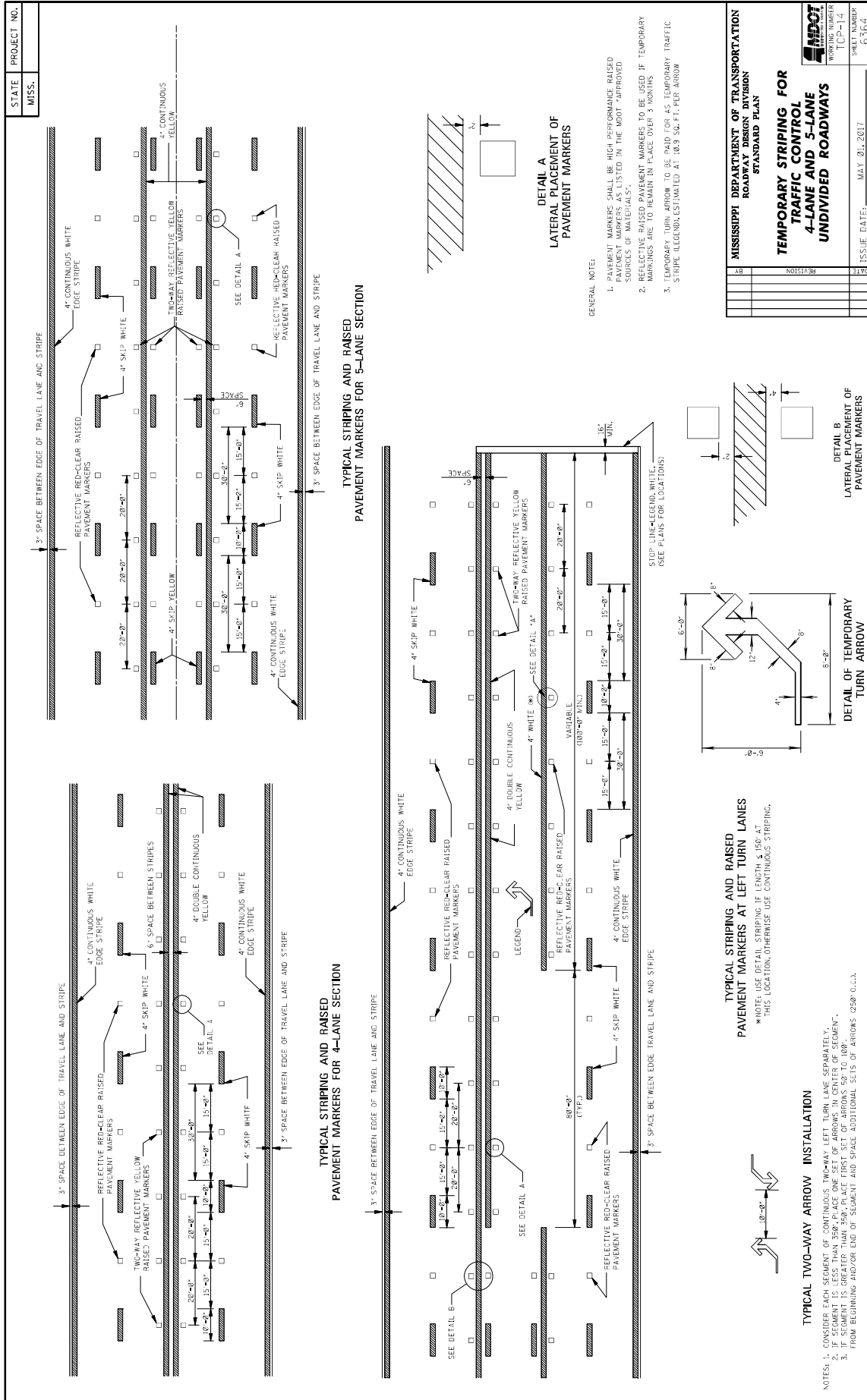
WORKING NUMBER: TCF-12  
SHEET NUMBER: 6262

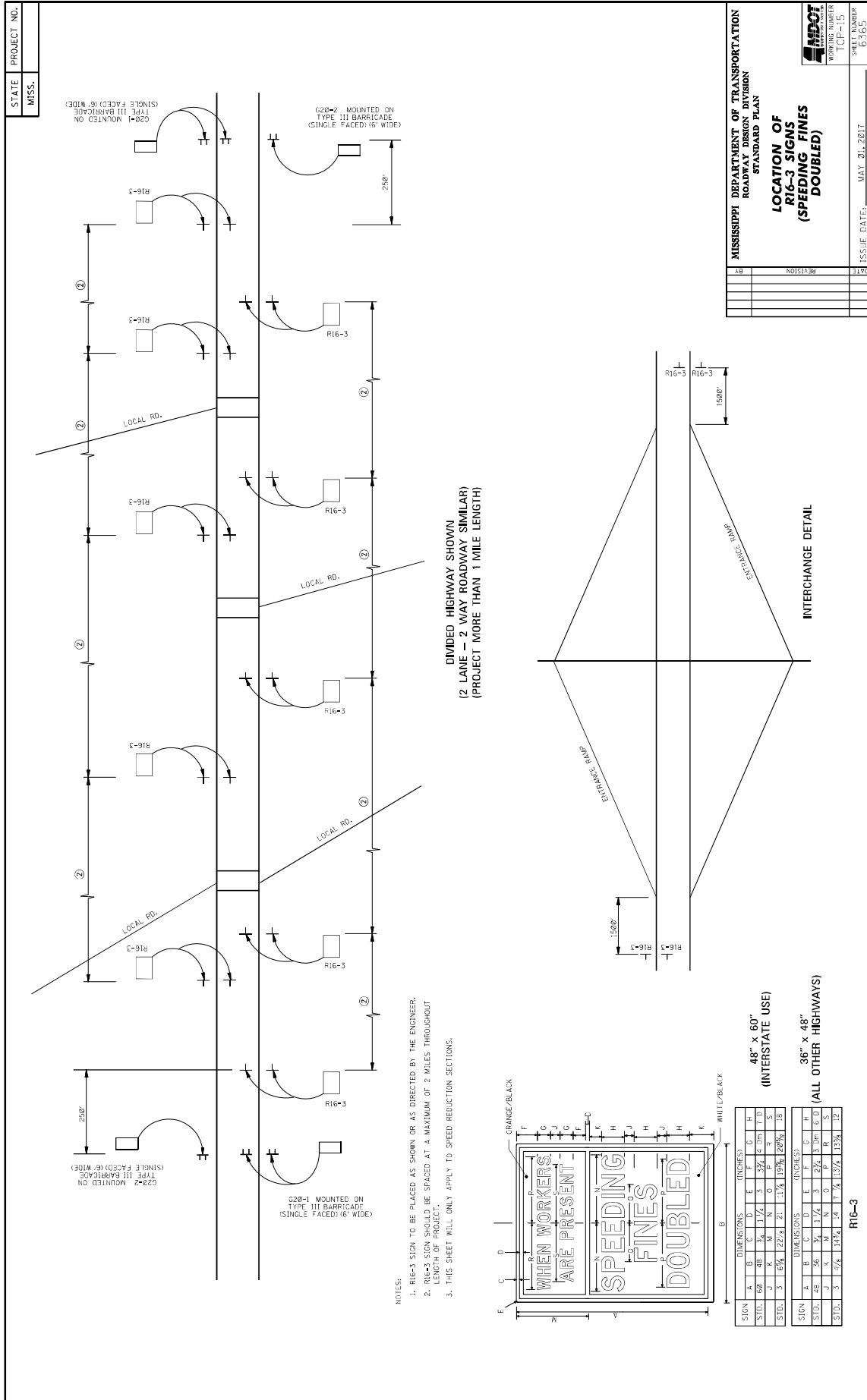
| NO. | REVISION |
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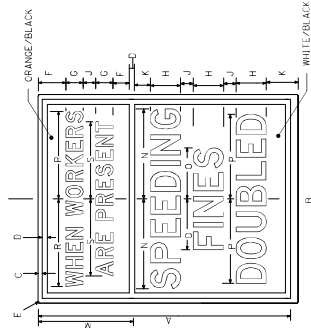
|   |                          |
|---|--------------------------|
| <b>MISSISSIPPI DEPARTMENT OF TRANSPORTATION</b> |                          |
| <b>ROADWAY DESIGN DIVISION</b>                  |                          |
| <b>STANDARD PLAN</b>                            |                          |
| <b>TEMPORARY STRIPING FOR</b>                   |                          |
| <b>2-LANE AND 4-LANE</b>                        |                          |
| <b>DIVIDED HIGHWAYS</b>                         |                          |
| WORKING NUMBER<br>[CP-13]                       | SHEET NUMBER<br>6363     |
| DATE  | ISSUE DATE: MAY 01, 2017 |
| REVISION  |                          |







- NOTES:
1. R16-3 SIGN TO BE PLACED AS SHOWN OR AS DIRECTED BY THE ENGINEER.
  2. R16-3 SIGN SHOULD BE SPACED AT A MAXIMUM OF 2 MILES THROUGHOUT LENGTH OF PROJECT.
  3. THIS SHEET WILL ONLY APPLY TO SPEED REDUCTION SECTIONS.



| SIGN |     | DIMENSIONS (INCHES) |       |       |       |       |       |       |       |       |       |       |       |
|------|-----|---------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| A    | B   | C                   | D     | E     | F     | G     | H     | I     | J     | K     | L     | M     | N     |
| STD. | 6-0 | 48                  | 36    | 1 1/4 | 5     | 3/4   | 4     | 3/16  | 1/2   | 3     | 1 1/2 | 1 3/4 | 2 1/2 |
| STD. | 3   | 1 5/8               | 2 2/3 | 2 1/2 | 1 1/4 | 1 3/8 | 2 3/8 | 1 1/2 |       |       |       |       |       |
| SIGN |     | DIMENSIONS (INCHES) |       |       |       |       |       |       |       |       |       |       |       |
| A    | B   | C                   | D     | E     | F     | G     | H     | I     | J     | K     | L     | M     | N     |
| STD. | 3   | 36                  | 24    | 1 1/2 | 3     | 3/4   | 2 1/4 | 1 1/2 | 1 1/4 | 1 3/4 | 1 3/4 | 1 3/4 | 1 3/4 |
| STD. | 3   | 3/4                 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 | 1 1/4 |

48" x 60"  
(INTERSTATE USE)

36" x 48"  
(ALL OTHER HIGHWAYS)

R16-3

|       |             |
|-------|-------------|
| STATE | PROJECT NO. |
| MISS. |             |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

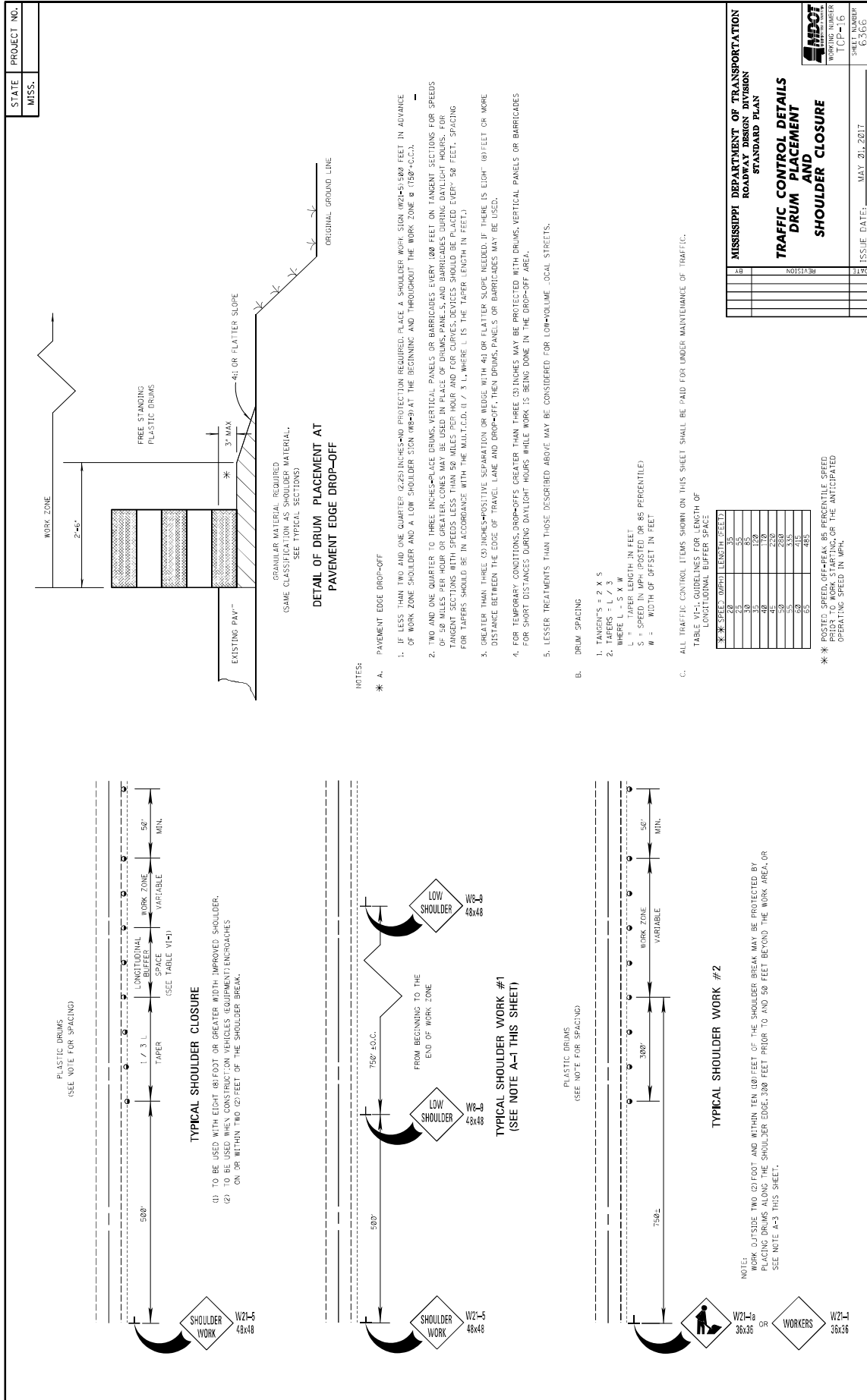
**LOCATION OF R16-3 SIGNS (SPEEDING FINES DOUBLED)**

ISSUE DATE: MAY 21, 2017

WORKING NUMBER: ICF-15

SHEET NUMBER: 6-163

| DATE | BY | REVISION |
|------|----|----------|
|      |    |          |
|      |    |          |
|      |    |          |









## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 7700**

**CODE: (SP)**

**DATE: 07/27/24**

**SUBJECT: Scope of Work**

**PROJECT: STREET RESURFACING PROJECT – PHASE 1C**

The contract documents do not include an official set of construction plans, but may by reference; include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings." All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

In general, the work to be accomplished using the pay items and corresponding specifications set forth in this contract is to mill and overlay streets set forth by this project. Additionally, the project includes base repair, curb repair and/or replacement, pavement markings, and maintenance of traffic.

Work on the project shall consist of the following:

Prior to any work, the CONTRACTOR shall provide the ENGINEER and OWNER with a planned sequence of construction for the streets in this project for approval by the ENGINEER and OWNER.

The contractor shall erect and maintain construction signing, and provide all signs and traffic handling devices in accordance with the Standard Drawings Notice to Bidders (the cost is to be included in the price bid for pay item No. 907-618-A, Maintenance of Traffic). All traffic control devices on this project shall comply with the MUTCD (Latest Edition). Fluorescent orange sheeting shall be used on all construction and traffic control signs except for those designated in plans to be black legend and border on white background. Cones shall be narrow profile with a minimum height of 28 inches and a minimum weight of ten (10) pounds. Cones used in speed zones equal to or greater than 45 mph shall be narrow profile with a minimum height of 28 inches and a minimum weight of fifteen (15) pounds. All cones shall be approved by the engineer prior to use.

Contractor shall maintain access to property owners at all times. Contractor shall be allowed to close only one lane at a time. No overnight lane closures shall be allowed.

Contractor shall be responsible for the removal and disposal of any tree limbs or brush within the right of way that interferes with execution of work. The costs for the removal and disposal of limbs and brush shall be absorbed in other pay items.

It shall be the responsibility of the Contractor to protect existing structures such as pipes, inlets, aprons, bridges, etc., from damage which might occur during construction. The Contractor shall replace or repair, as directed by the engineer, any structures damaged during the life of the contract. No payment will be made for the replacement of damaged items.

Prior to beginning the milling and overlay operations, the Contractor shall construct any curb replacement and/or inlet repair as directed by the Engineer. All layout, staking, grading, excavated materials, and backfill for these locations shall be absorbed items as part of the corresponding pay item. Any gaps or voids between new curb & gutter and the asphalt shall be backfilled within 24 hours after forms are removed.

The Contractor shall remove any failed areas as directed by the Engineer. All base failure repairs shall be repaired before milling has taken place. The Contractor shall remove any failed areas using the following construction sequence.

- 1) Saw cut full depth, outside the failed area, through the asphalt and concrete, if applicable. The saw cut for the concrete pavement, if applicable, may be offset from the saw cut for the asphalt pavement. There will be no pay item for this sawcut, and the price of the work should be absorbed in the pay item *Removal of Pavement, All Types and Depths*.
- 2) Remove the failed pavement to a depth as directed by the Engineer.
- 3) Remove unsuitable material in the subgrade as directed by the Engineer. Removal of this material will be paid for as excess excavation.
- 4) Contractor shall backfill failed area with asphalt pavement, as specified, to top of adjacent asphalt surface. The final 1.5" of asphalt, as specified, to be placed in final overlay.

All repairs must be complete by the end of the work day and the lane closures must be removed from the roadway so that all lanes of travel are open thereafter.

The Contractor shall cold mill 1½" and variable, as directed by the Engineer, for the entire width of the project streets and for all tie-ins to intersecting streets for fifty feet (50') in each direction. No tie-ins will be required at the following streets: Northside Drive, Bailey Avenue, Eastover Drive, Ridgewood Road, Old Canton Road, Briarwood Drive, Adkins Boulevard/Colonial Circle, Pear Orchard Road, and County Line Road. The Contractor shall maintain drainage to the existing inlets and/or ditches, if applicable. All milled material shall be cleaned and removed from street and curb & gutter the same day the milling takes place. All milled areas shall be resurfaced within five (5) working days. The Contractor will be assessed a penalty of **\$2,500 per calendar day** afterwards until the milled surfaces are covered with the next lift of asphalt. It shall be the Contractor's responsibility to ensure that the milling operations do not commence until such time as forecasted weather conditions are suitable enough to allow the placement of the asphalt pavement after the milling operations. The Contractor shall provide a progress schedule for the milling and overlaying prior to the beginning of the milling operations. Milling operations shall be in accordance with the contract documents and the MDOT Standard Specifications for Road and Bridge Construction, latest edition.

Prior to the overlay, centerline alignment shall be determined by the contractor by laying out and staking the existing roadway at 250-foot intervals in tangent sections, and 100-foot intervals in horizontal curves. For streets of less than 1000 feet, staking shall be at 100-foot intervals in tangent sections and horizontal curves.

Overlay street with 1.5" of 9.5-mm, ST, Asphalt Pavement within the limits of work as shown on Sheet EQ-1. Any site grading at local roads or drives will not be measured for separate payment but will be considered an absorbed item. The Contractor shall tie-in driveways as directed by the



Engineer. If water stands when the project is complete, the contractor shall correct at no additional cost to the OWNER.

The Contractor shall install temporary striping immediately after overlaying and prior to opening the area to traffic. Temporary stripe is to be placed in the same location as existing striping or as directed by the Engineer. It is the Contractor's responsibility to record existing striping before milling operations. The Contractor shall remove temporary stripe that is not completely covered by the permanent stripe at no expense to the City of Jackson.

The Contractor shall restripe all resurfaced roadways in accordance with standard drawings or as directed by the Engineer. The Contractor shall stripe stop bars, double yellow lines, and edge white lines on all local roads to the end of the new surface asphalt, as directed by the Engineer. All permanent pavement markings are to be hot thermoplastic. Edge lines will be placed so as to maintain the original lane width. Glass beads applied to thermoplastic shall conform to Section Number - 720.01. Special care should be taken for the placement of Thermoplastic Detail Stripe along the edge of pavement at turn-outs on all local roads and along tapers where Detail Stripe is required.

**SUMMARY OF QUANTITIES**

| PAY ITEM NO. | PAY ITEM   | UNIT | TOTALS  |       |     |
|--------------|--|------|---------|-------|-----|
|              |  |      | PRELIM  | FINAL |     |
| 202-B052     | Removal of Concrete Driveways, All Depths          | SY   | 2,020   |       | ①   |
| 202-B080     | Removal of Concrete Sidewalk, All Depths           | SY   | 887     |       | ①   |
| 202-B089     | Removal of Curb &/or Curb and Gutter, All Types    | LF   | 17,670  |       | ①   |
| 202-B188     | Removal of Pavement, All Types and Depths          | SY   | 5,266   |       | ①   |
| 203-EX040    | Borrow Excavation, AH, LVM, Class B9               | CY   | 800     |       |     |
| 203-G001     | Excess Excavation, FM, AH                          | CY   | 3,519   |       |     |
| 216-A001     | Solid Sodding                                      | SY   | 150     |       | ①   |
| 304-D002     | Granular Material, Crushed Stone                   | TON  | 2,633   |       | ①   |
| 403-A015     | 9.5-mm, ST, Asphalt Pavement                       | TON  | 21,403  |       |     |
| 403-B012     | 9.5-mm, ST, Asphalt Pavement, Leveling             | TON  | 125     |       |     |
| 403-B013     | 9.5-mm, ST, Asphalt Pavement, Base Repair          | TON  | 3,476   |       |     |
| 406-A002     | Cold Milling of Bituminous Pavement, All Depths    | SY   | 259,430 |       |     |
| 608-B001     | Concrete Sidewalk, With Reinforcement              | SY   | 487     |       | ①   |
| 609-D008     | Combination Concrete Curb and Gutter Type 3A       | LF   | 17,670  |       | ① ③ |
| 613-D001     | Adjustment of Existing Curb Inlet                  | EA   | 38      |       |     |
| 613-D005     | Adjustment of Manhole                              | EA   | 175     |       | ②   |
| 613-D011     | Adjustment of Water Valve                          | EA   | 74      |       | ②   |
| 614-B001     | Concrete Driveway, With Reinforcement              | SY   | 1,336   |       |     |
| 618-A001     | Maintenance of Traffic                             | LS   | 1       |       |     |
| 620-A001     | Mobilization                                       | LS   | 1       |       |     |
| 626-B003     | 6" Thermoplastic Traffic Stripe, Continuous White  | LF   | 6,300   |       |     |
| 626-E003     | 6" Thermoplastic Traffic Stripe, Continuous Yellow | LF   | 17,440  |       |     |
| 626-G001     | Thermoplastic Detail Stripe, Blue-ADA              | LF   | 120     |       | ①   |
| 626-G002     | Thermoplastic Detail Stripe, White                 | LF   | 160     |       |     |
| 626-H004     | Thermoplastic Legend, White                        | SF   | 38      |       |     |
| 626-H005     | Thermoplastic Legend, White                        | LF   | 6,929   |       |     |
| 907-632-C001 | Modify Existing Traffic Signal Cabinet Assembly    | EA   | 1       |       |     |
| 907-632-D001 | Solid State Traffic Actuated Contrdler, Type 1     | EA   | 2       |       |     |
| 907-632-G001 | Malfunction Management Unit                        | EA   | 2       |       |     |
| 907-643-A005 | Video Vehicle Detection Sensor, Type 1B            | EA   | 2       |       |     |
| 907-643-B001 | Video Vehicle Detection Cable                      | LF   | 2,400   |       |     |
| 907-643-C002 | Video Vehicle Detection Processor, Type 1          | EA   | 2       |       |     |

**GENERAL NOTES**

- (1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING STRUCTURES SUCH AS, BUT NOT LIMITED TO, PIPES, INLETS, APRONS, AND BRIDGES FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
- (2) WHERE MILLING IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE, THE COST OF WHICH SHALL BE ABSORBED IN OTHER ITEMS BID.
- (3) ALL VEGETATION, DEBRIS, AND SEDIMENT SHALL BE REMOVED FROM GUTTER PANS, SHOULDERS, AND EDGES OF PAVEMENT PRIOR TO MILLING.
- (4) REMOVAL OF RAISED PAVEMENT MARKERS THAT ARE IN CONFLICT WITH REQUIRED CONSTRUCTION IS NOT CONSIDERED A SEPARATE PAY ITEM, AND SHALL BE ABSORBED IN OTHER ITEMS BID.
- (5) ALL TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE **MUTCD** (LATEST EDITION).
- (6) ALL PLASTIC DRUMS SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
- (7) FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED ON THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
- (8) THE CONTRACTOR SHALL COVER OR REMOVE ANY TEMPORARY TRAFFIC CONTROL SIGNS SHOWN IN THE TRAFFIC CONTROL PLAN THAT DO NOT APPLY TO THE CURRENT PHASE.
- (9) THE RETROREFLECTIVE SIGN SHEETING ON RIGID, TEMPORARY TRAFFIC CONTROL (ORANGE) SIGNS SHALL BE MINIMUM TYPE IX.
- (10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL MAIL BOXES AS NECESSARY TO MAINTAIN CONTINUOUS MAIL SERVICE THROUGHOUT THE LIFE OF THE PROJECT, THE COST OF WHICH SHALL BE ABSORBED IN OTHER ITEMS BID.
- (11) THE CONTRACTOR IS RESPONSIBLE FOR FIELD-VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
- (12) THE CONTRACTOR SHALL COORDINATE AND CONDUCT WORK AT LOCAL ROADS AND DRIVEWAYS IN A MANNER SUCH THAT ACCESS IS NOT INTERRUPTED UNNECESSARILY. ACCESS SHALL BE PRESERVED IN THE BEST MANNER POSSIBLE. COORDINATION AND COMMUNICATION WITH LANDOWNERS MAY BE NECESSARY TO PREVENT INTERRUPTION OF DRIVEWAY ACCESS.
- (13) THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF JACKSON AND PROPERTY OWNERS TO RELOCATE PARKED CARS BEFORE WORK IS PERFORMED ON A PARTICULAR STREET. ANY COSTS ASSOCIATED WITH THIS SHALL BE ABSORBED IN OTHER ITEMS.
- (14) THE USE OF VIBRATORY ROLLERS IS PROHIBITED.
- (15) THE CONTRACTOR SHALL ENSURE THAT ALL MANHOLES, WATER VALVES, AND OTHER UTILITY APPURTENANCES WILL BE FLUSH WITH ADJACENT FINISHED ASPHALT SURFACE AND SECURED PROPERLY BEFORE OPENING TO TRAFFIC.

- ① ESTIMATED QUANTITY. ACTUAL QUANTITY AND PLACEMENT TO BE AS DIRECTED BY THE ENGINEER.
- ② INCLUDES 20% INCREASE FROM CALCULATED QUANTITY.
- ③ ACTUAL TYPE, SIZE, AND DIMENSIONS SHALL MATCH ADJACENT, EXISTING CURB AND GUTTER.

**NOTICE TO DRAWING HOLDER**

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

**REVISIONS**

| NO. | DATE   | BY | DESCRIPTION                         |
|-----|--------|----|-------------------------------------|
| 1   | 9/5/23 | CT | ADDED PAY ITEMS; ADDED GENERAL NOTE |

**DRAWING INFORMATION**

|                               |       |
|-------------------------------|-------|
| N-S PROJECT NO.: NS.18084.000 |       |
| FILENAME: EQ-1 (1C).DGN       |       |
| CADD TYPE: MICROSTATION       |       |
| SURVEYED BY:                  |       |
| DSGN:                         | DATE: |
| DRWN:                         | DATE: |
| CHKD:                         | DATE: |
| QA/QC:                        | DATE: |

**STREET RESURFACING PROJECT  
PHASE 1A**

CITY OF JACKSON, MS



City of Jackson  
Department of Public Works

**SUMMARY OF QUANTITIES**

WORKING NUMBER:  
SQS-1

DRAWING NUMBER:  
1

8/15/2024 16:01:11 EQ-1 (1C).DGN



| STREET NUMBER         | ROAD   | BEGIN AND END                                  | LENGTH (L.F.) | WIDTH (L.F.) | AREA (S.Y.) | COLD MILLING (S.Y.) | 9.5-mm, ST, ASPHALT PAVEMENT 1-1/2" OVERLAY (TON) | EXCESS EXCAVATION (C.Y.) | REMOVAL OF PAVEMENT (SY) | ASPHALT PAVEMENT (ST)(9.5mm) BASE REPAIR | ASPHALT PAVEMENT (ST)(9.5MM) LEVELING | ADJUSTMENT OF WATER VALVES | ADJUSTMENT OF MANHOLES | ADJUSTMENT OF INETS (EA) | CURB REPLACEMENT (L.F.) | SIDEWALK (S.Y.) | DRIVEWAY (S.Y.) | 6" THERMOPLASTIC CONTINUOUS YELLOW STRIPE | 6" THERMOPLASTIC CONTINUOUS WHITE STRIPE | 6" THERMOPLASTIC DETAIL WHITE STRIPE (LIN. FT.) | 6" THERMOPLASTIC DETAIL BLUE STRIPE (LIN. FT.) | THERMOPLASTIC LEGEND, WHITE (SQ. FT.) | THERMOPLASTIC LEGEND, WHITE (LN. FT.) |
|-----------------------|--|--|---------------|--------------|-------------|---------------------|---|--------------------------|--------------------------|--|---------------------------------------|----------------------------|------------------------|--------------------------|-------------------------|-----------------|-----------------|---|--|---|--|---------------------------------------|---------------------------------------|
| 31                    | RED FOX ROAD                                     | REDDOCH DRIVE TO RIVER THAMES ROAD             | 1,815         | 28           | 5,647       | 5,647               | 465   | 205                      | 307                      | 203                                      | 0                                     | 3                          | 4                      | 0                        | 245                     | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 216                                   |
| 32                    | BALMORAL DRIVE                                   | REDDOCH DRIVE TO HIALEAH DRIVE                 | 855           | 29           | 2,755       | 2,755               | 227   | 156                      | 234                      | 154                                      | 0                                     | 3                          | 2                      | 0                        | 80                      | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 48                                    |
| 33                    | BRIARFIELD ROAD                                  | KAYWOOD DRIVE TO SARATOGA DRIVE                | 965           | 29           | 3,109       | 3,109               | 257   | 60                       | 89                       | 59                                       | 0                                     | 0                          | 2                      | 0                        | 250                     | 0               | 14              | 0   | 0  | 0   | 0  | 0                                     | 168                                   |
| 34                    | REDDOCH DRIVE                                    | I-55 FRONTAGE ROAD R.O.W. TO RIDGEWOOD ROAD    | 2,135         | 28           | 6,642       | 6,642               | 548   | 223                      | 334                      | 220                                      | 0                                     | 1                          | 6                      | 1                        | 705                     | 0               | 43              | 200                                       | 0  | 0   | 0  | 0                                     | 613                                   |
| 35                    | JAMAICA DRIVE                                    | I-55 FRONTAGE ROAD R.O.W. TO REDDOCH DRIVE     | 2,315         | 28           | 7,202       | 7,202               | 594   | 235                      | 352                      | 232                                      | 0                                     | 1                          | 9                      | 3                        | 570                     | 0               | 43              | 100                                       | 0  | 0   | 0  | 0                                     | 120                                   |
| 36                    | WAYNELAND DRIVE                                  | OLD CANTON ROAD TO BRIARWOOD DRIVE             | 4,960         | 30           | 16,533      | 16,533              | 1,364   | 111                      | 166                      | 110                                      | 0                                     | 8                          | 16                     | 2                        | 2,330                   | 0               | 85              | 9,800                                     | 0  | 50  | 0  | 0                                     | 893                                   |
| 37                    | HARTSDALE DRIVE                                  | PINE LANE DRIVE TO BRIARWOOD DRIVE             | 2,125         | 24           | 5,667       | 5,667               | 468   | 40                       | 60                       | 40                                       | 0                                     | 4                          | 6                      | 0                        | 470                     | 0               | 14              | 0   | 0  | 0   | 0  | 0                                     | 54                                    |
| 38                    | PINE LANE DRIVE                                  | RIDGEWOOD ROAD TO BRIARWOOD DRIVE              | 2,980         | 25           | 8,278       | 8,278               | 683   | 32                       | 48                       | 32                                       | 0                                     | 0                          | 8                      | 1                        | 795                     | 0               | 28              | 0   | 0  | 0   | 0  | 0                                     | 528                                   |
| 39                    | TRINITY STREET                                   | BAILEY AVENUE TO DEAD END                      | 900           | 22           | 2,200       | 2,200               | 182   | 26                       | 38                       | 25                                       | 0                                     | 3                          | 2                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 54                                    |
| 40                    | WARREN STREET                                    | DEAD END TO DEAD END                           | 1,040         | 22           | 2,542       | 2,542               | 210   | 34                       | 51                       | 34                                       | 0                                     | 1                          | 3                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 41                    | SUNSET DRIVE                                     | PERCY B SIMPSON DRIVE TO NORTHSIDE DRIVE       | 1,215         | 23           | 3,105       | 3,105               | 256   | 30                       | 45                       | 30                                       | 0                                     | 5                          | 5                      | 0                        | 0                       | 0               | 0               | 2,400                                     | 2400                                     | 0   | 0  | 0                                     | 588                                   |
| 42                    | WILLIE LINDSAY JR. DRIVE (FORMERLY SUNRAY DRIVE) | SUNSET DRIVE TO DEAD END                       | 1,365         | 20           | 3,033       | 3,033               | 250   | 0                        | 0                        | 0  | 18                                    | 0                          | 0                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 36                                    |
| 43                    | PRESIDENTIAL DRIVE                               | HARRY S TRUMAN DRIVE TO DEAD END               | 1,885         | 30           | 6,283       | 6,283               | 518   | 56                       | 84                       | 55                                       | 0                                     | 0                          | 2                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 44                    | WILLIAM MCKINLEY CIRCLE                          | ABRAHAM LINCOLN DRIVE TO ABRAHAM LINCOLN DRIVE | 1,995         | 24           | 5,320       | 5,320               | 439   | 91                       | 136                      | 90                                       | 0                                     | 0                          | 6                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 45                    | GEORGE WASHINGTON DRIVE                          | ABRAHAM LINCOLN DRIVE TO ABRAHAM LINCOLN DRIVE | 2,115         | 24           | 5,640       | 5,640               | 465   | 98                       | 147                      | 97                                       | 0                                     | 0                          | 0                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 46                    | CHASTAIN DRIVE                                   | NORTHSIDE DRIVE TO I-55 FRONTAGE ROAD R.O.W.   | 3,650         | 28           | 11,356      | 11,356              | 937   | 236                      | 353                      | 233                                      | 0                                     | 6                          | 1                      | 2                        | 1,640                   | 222             | 67              | 2,340                                     | 2000                                     | 0   | 0  | 0                                     | 840                                   |
| 47                    | MCWILLIE CIRCLE (WEST)                           | CHASTAIN DRIVE TO EDGEWOOD TERRACE DRIVE       | 940           | 36           | 3,760       | 3,760               | 310   | 184                      | 275                      | 182                                      | 0                                     | 0                          | 0                      | 0                        | 445                     | 0               | 33              | 1,900                                     | 1900                                     | 0   | 0  | 0                                     | 60                                    |
| 48                    | MCWILLIE CIRCLE (EAST)                           | CHASTAIN DRIVE TO EDGEWOOD TERRACE DRIVE       | 995           | 36           | 3,980       | 3,980               | 328   | 0                        | 0                        | 0  | 0                                     | 1                          | 1                      | 0                        | 405                     | 0               | 67              | 0   | 0  | 60  | 20   | 0                                     | 160                                   |
| 49                    | EASTLINE DRIVE                                   | EASTOVER DRIVE TO ROBERT DRIVE                 | 965           | 35           | 3,753       | 3,753               | 310   | 35                       | 53                       | 35                                       | 0                                     | 1                          | 1                      | 0                        | 535                     | 0               | 28              | 0   | 0  | 0   | 0  | 0                                     | 96                                    |
| 50                    | DOUGLASS DRIVE                                   | RIDGEWOOD ROAD TO DEAD END                     | 2,680         | 24           | 7,147       | 7,147               | 590   | 63                       | 94                       | 62                                       | 0                                     | 5                          | 6                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 560                                   |
| 51                    | PINEWOOD DRIVE                                   | EASTOVER DRIVE TO DOUGLASS DRIVE               | 1,630         | 22           | 3,984       | 3,984               | 329   | 162                      | 243                      | 160                                      | 22                                    | 1                          | 0                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 80                                    |
| 52                    | HIGHLAND MEADOWS DRIVE                           | HIGHLAND PLACE DRIVE TO POND SIDE DRIVE        | 875           | 28           | 2,722       | 2,722               | 225   | 0                        | 0                        | 0  | 0                                     | 0                          | 4                      | 2                        | 320                     | 43              | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 53                    | SUGARLUMB CIRCLE                                 | HIGHLAND MEADOWS DRIVE TO DEAD END             | 115           | 28           | 411         | 411                 | 34  | 0                        | 0                        | 0  | 0                                     | 0                          | 3                      | 0                        | 0                       | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| 54                    | POND SIDE DRIVE                                  | DEAD END TO DEAD END                           | 600           | 28           | 1,867       | 1,867               | 154   | 0                        | 0                        | 0  | 0                                     | 0                          | 0                      | 0                        | 185                     | 0               | 0               | 0   | 0  | 0   | 0  | 0                                     | 0                                     |
| <b>SHEET TOTALS</b>   |  |  | 41,115        |              | 122,937     | 122,937             | 10,142  | 2,077                    | 3,109                    | 2,052                                    | 40                                    | 43                         | 87                     | 11                       | 8,975                   | 265             | 423             | 16,740                                    | 6,300                                    | 110   | 20   | 0                                     | 5,114                                 |
| <b>PROJECT TOTALS</b> |  |  | 90,745        |              | 259,430     | 259,430             | 21,403  | 3,519                    | 5,266                    | 3,476                                    | 40                                    | 74                         | 175                    | 20                       | 17,670                  | 487             | 1,020           | 17,440                                    | 6,300                                    | 160   | 20   | 38                                    | 6,929                                 |

**NOTE: STREET LIST AND/OR LENGTHS SUBJECT TO CHANGE IF FIELD CONDITIONS REQUIRE.**

**NOTICE TO DRAWING HOLDER**

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| REVISIONS |      |    | DRAWING INFORMATION |  |
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| DSGN:                         | DATE: |
| DRWN:                         | DATE: |
| CHKD:                         | DATE: |
| QA/QC:                        | DATE: |

**STREET RESURFACING PROJECT  
PHASE 1B**

CITY OF JACKSON, MS

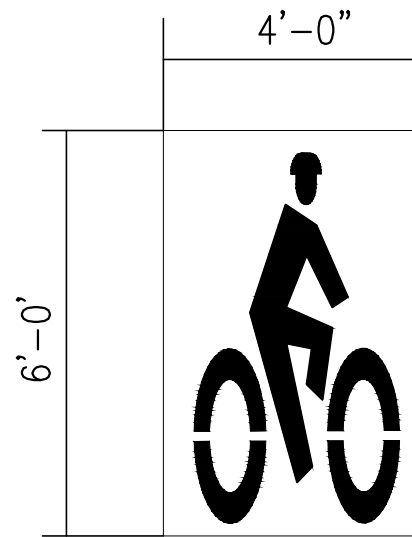


City of Jackson  
Department of Public Works

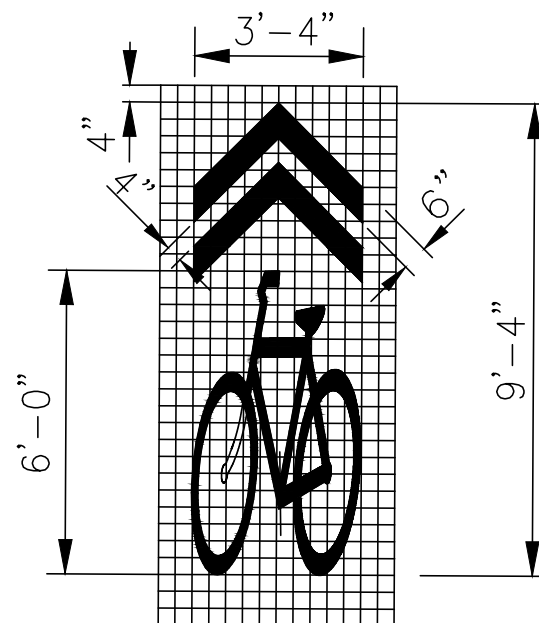
**ESTIMATED QUANTITIES**

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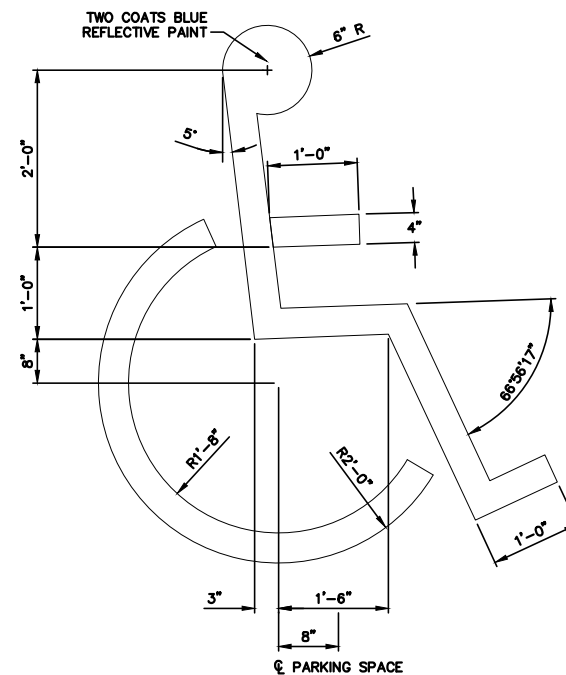
8/16/2024 16:01:58 EQ-1 (IC).DGN



**BIKE SYMBOL  
LEGEND  
(NOT TO SCALE)**  
6.3 SF



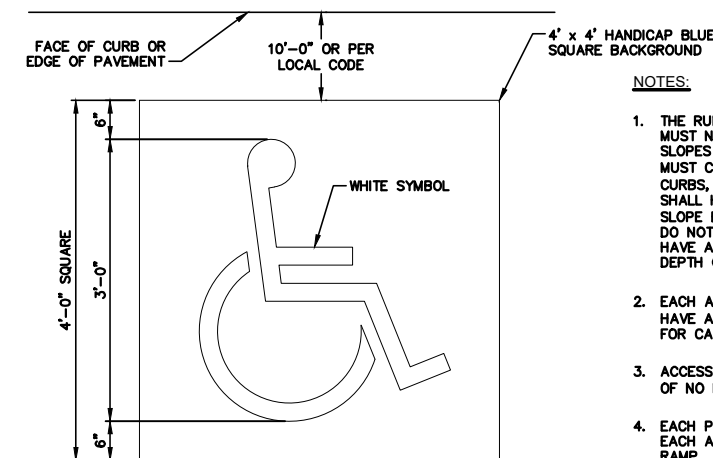
**SHARED LANE MARKER  
LEGEND  
(NOT TO SCALE)**  
8.8 SF



**HANDICAP SYMBOL OF ACCESSIBILITY**  
NOT TO SCALE

**NOTES:**

- HANDICAP SYMBOLS SHALL BE PAINTED ON PAVEMENT IN EACH HANDICAP PARKING SPACE.
- HANDICAP SYMBOL SHALL HAVE A WIDTH-TO-HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND BETWEEN 1:5 AND 1:10.
- ALL PAVEMENT MARKING INSTALLATIONS SHALL CONFORM TO THE MUTCD, LATEST EDITION.
- ALL HANDICAP PARKING SPACES SHALL BE MARKED WITH A HANDICAP PARKING SIGN (R7-8) AS SHOWN.
- BLUE PAINT TO BE "HANDICAP BLUE".



**ACCESSIBILITY SYMBOL DETAIL**  
NOT TO SCALE

**NOTES:**

- THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE ACROSS OPEN PAVEMENT MUST NOT EXCEED 1:20, WITH A CROSS SLOPE NOT EXCEEDING 1:50, SLOPES EXCEEDING 1:20, BUT LESS THAN 1:12, CONSTITUTE RAMPS AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS, RISE AND RUN LIMITS) AS NOTED BELOW. NO RAMP SHALL HAVE A RUNNING SLOPE EXCEEDING 1:12, NOR HAVE A CROSS SLOPE EXCEEDING 1:50. CURB RAMPS HAVE A MAXIMUM RISE OF 6" AND DO NOT REQUIRE HANDRAILS OR EDGE PROTECTION. CURB RAMPS MUST HAVE A DETECTABLE WARNING FEATURE EXTENDING THE FULL WIDTH AND DEPTH OF THE RAMP INCLUDING ANY FLARES.
- EACH ACCESSIBLE PARKING SPACE IS TO BE A MINIMUM OF 8' WIDE AND HAVE A 96" MINIMUM ACCESS AISLE FOR VANS OR 60" ACCESS AISLE FOR CARS ADJACENT TO THE SPACE.
- ACCESSIBLE PARKING AND ACCESS AISLES SHALL BE LEVEL WITH A SLOPE OF NO MORE THAN 2% (1:50) IN ALL DIRECTIONS.
- EACH PARKING SPACE ACCESS AISLE WITH AN ACCESSIBLE ROUTE, I.E. EACH ACCESS AISLE NEXT TO A PARKING SPACE MUST HAVE A CURB RAMP.
- RAMPS MUST NOT EXTEND OUT THE CURB INTO THE ACCESS AISLE OF ANY ACCESS PARKING SPACE.

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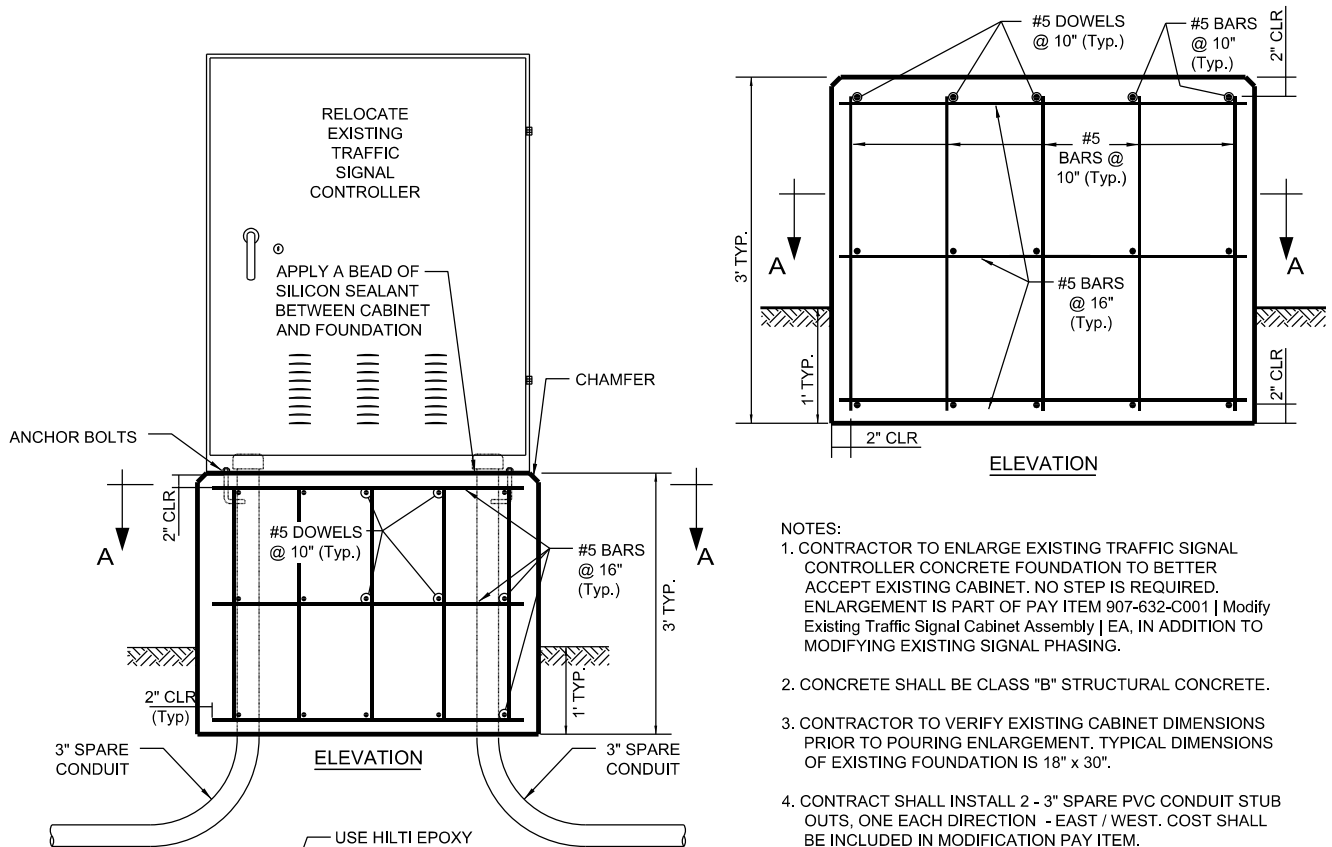
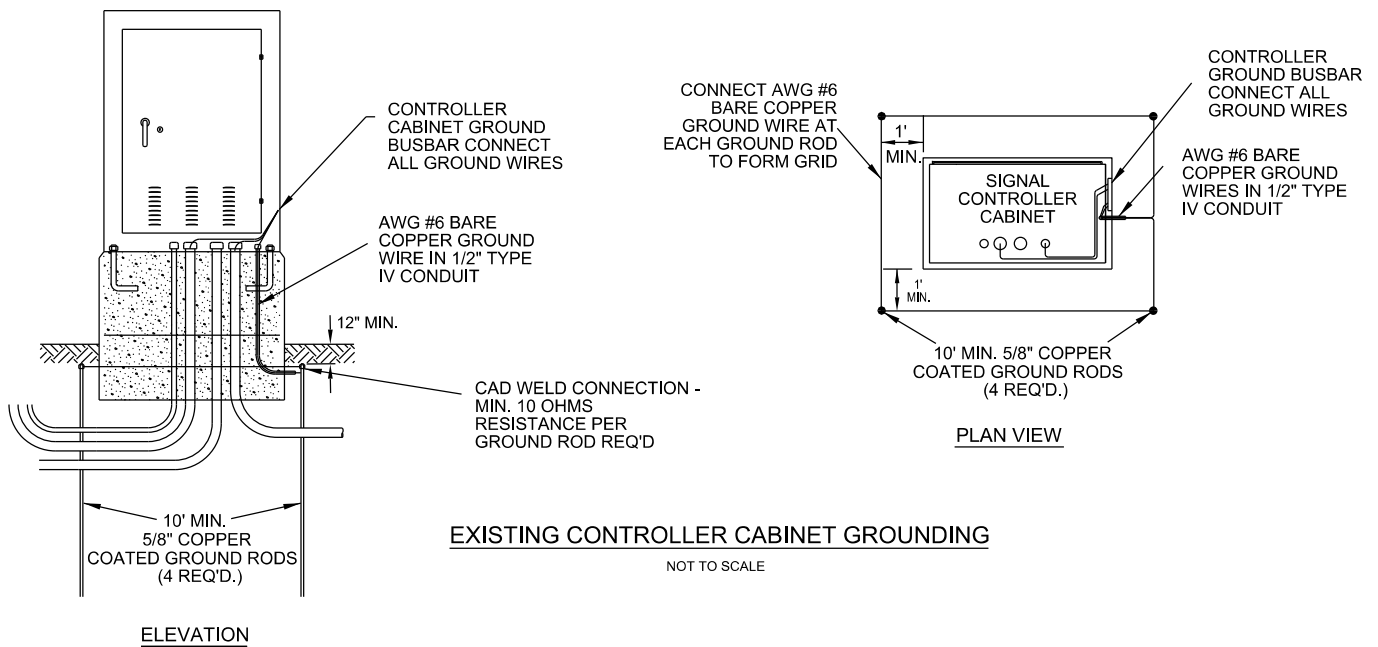
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|           |      |    |                     | CHKD:          DATE:  |
|           |      |    |                     | QA/QC:         DATE:  |

**STREET RESURFACING PROJECT  
PHASE 1A**  
CITY OF JACKSON, MS



**STRIPING DETAILS**

|                                 |                             |
|---------------------------------|-----------------------------|
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|---------------------------------|-----------------------------|

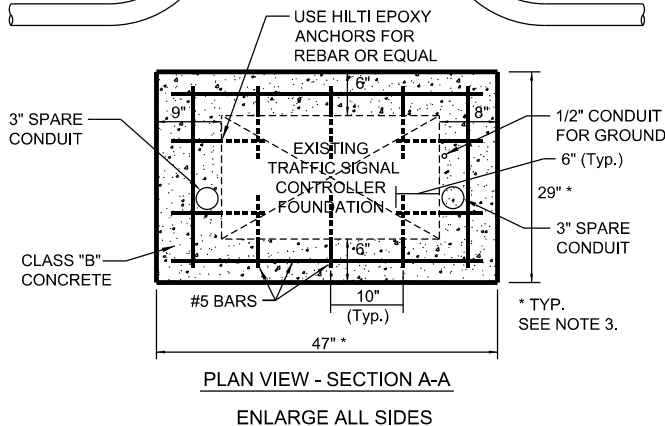


- NOTES:**
1. CONTRACTOR TO ENLARGE EXISTING TRAFFIC SIGNAL CONTROLLER CONCRETE FOUNDATION TO BETTER ACCEPT EXISTING CABINET. NO STEP IS REQUIRED. ENLARGEMENT IS PART OF PAY ITEM 907-632-C001 | Modify Existing Traffic Signal Cabinet Assembly | EA, IN ADDITION TO MODIFYING EXISTING SIGNAL PHASING.
  2. CONCRETE SHALL BE CLASS "B" STRUCTURAL CONCRETE.
  3. CONTRACTOR TO VERIFY EXISTING CABINET DIMENSIONS PRIOR TO POURING ENLARGEMENT. TYPICAL DIMENSIONS OF EXISTING FOUNDATION IS 18" x 30".
  4. CONTRACT SHALL INSTALL 2 - 3" SPARE PVC CONDUIT STUB OUTS, ONE EACH DIRECTION - EAST / WEST. COST SHALL BE INCLUDED IN MODIFICATION PAY ITEM.
  5. NEW GROUND ROD GRID REQUIRED. SEE DETAILS THIS SHEET.

**CABINET INFORMATION**

| TYPE             | SIZE (MIN.)        | LOAD BAY    |
|------------------|--------------------|-------------|
| TYPE I CABINET   | 51"H x 30"W x 18"D | 8 POSITION  |
| TYPE II CABINET  | 51"H x 36"W x 18"D | 12 POSITION |
| TYPE III CABINET | 56"H x 44"W x 27"D | 16 POSITION |

CONTRACTOR TO VERIFY CABINET SIZE BEFORE POURING FOUNDATION.



**CONTROLLER EQUIPMENT CABINET ENLARGEMENT DETAIL**

NOT TO SCALE

**CONTROLLER CABINET ENLARGEMENT DETAILS**

WORKING NUMBER: CAB-1