

Mississippi Department of Transportation (MDOT)

**REQUEST FOR PROPOSALS
ADDENDUM No. 1**

A DESIGN-BUILD PROJECT

Bridge Replacement on US 90
Over St. Louis Bay
Hancock and Harrison Counties, Mississippi

Project No. ER/BR-0003-01(098) 104555/301000 –
US 90 St. Louis Bay Bridge Replacement

November 30, 2005



**Bridge Replacement on US 90
 Over St. Louis Bay
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 US 90 St. Louis Bay Bridge Replacement**

Addendum No. 1 Summary

Item	Document	Partial Description
1	Proposal Checklist	Insert Proposal checklist and electronic copy of submittal forms.
2	Request for Proposal	Replace in entirety with Addendum. General edits, added e-mail address for questions, modified submission requirements, and updated milestone schedule.
3	Attachment A - Contract	Replace in entirety with Addendum. General edits, added optional design review, and added liquidated damages language.
4	Exhibit 2a – Roadway Design Criteria	Replace in entirety with Addendum. General edits and defined temporary markings.
5	Exhibit 2b – Bridge Design Criteria	Replace in entirety with Addendum. General edits, modified number of girder lines required, and added final surface texture.
6	Exhibit 3 – Boring Log	No change, not included.
7	Exhibit 4 – Right of Way Plans	No change, not included.
8	Exhibit 5 – MDOT Roadway Design Manual	No change, not included.
9	Exhibit 6 – MDOT Design Standard Drawings	No change, not included.
10	Exhibit 7 – MDOT Pipe Culvert Material Design Manual	No change, not included.
11	Exhibit 8 – MDOT CADD Manual	No change, not included.
12	Exhibit 10 – Vessel Collision Report	No change, not included.
13	Exhibit 11 – Standard Specifications for Road and Bridge Construction, 2004	Replace in entirety with Addendum. General edits to Section 100.
14	Exhibit 12 – Special Provisions	Replace in entirety with Addendum. General edits and added new Special Provisions.
15	Exhibit 13 – MDOT MITCM and SOPs	No change, not included.
16	Exhibit 14 – Federal Aid Project Supplemental Specifications	No change, not included.
17	Exhibit 16 – Project Payment Schedule	No change, not included.
18	Exhibit 17 – Environmental Documents	No change, not included.
19	Exhibit 18 – List of Known Utilities	Insert Utility Status Report.



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20	Exhibit 19 – Review Comment Summary and Resolution Sheet	No change, not included.
21	Exhibit 21 – Example Plans	No change, not included.
22	Exhibit 22 – As-Built Plans	No change, not included.



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Over St. Louis Bay
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Proposer Checklist For Information Only

Item	Reference	Description	Minimal Submittal	Due Date
1	Request for Proposals, Section V. Proposal Development	Volume 1 – Technical Proposal	<p>A. Text (Required by RFP):</p> <ul style="list-style-type: none"> Item No. 1 – Executive Summary Item No. 3 – Management Approach Item No. 4 – Preliminary Construction Work Plan Item No. 5 – Key Individuals Item No. 6 – Organizational Conflict of Interest Item No. 7 – Technical Solutions Item No. 8 – Quality Management Plan Item No. 9 – Schedule and Schedule Summary Item No. 10 – Submit completed and executed Attachment I - Contractor’s Schedule Certification <p>Submit on 8.5” x 11” sheets bound (either 3 ring-binder or other binding). Fifty (50) page limit.</p> <p>B. Graphic (Required by RFP):</p> <ul style="list-style-type: none"> Item No. 2 – Request for Proposal alignment and profile plans, typical cross sections, etc., either 11”x17” or 24”x36” sheets. Bridge aesthetic plans submitted on 24”x36” sheets. Show alternate bridge railings and price per foot on sheet. Indicate which railing is base bid which are two alternates. 	12/30/2005 On or before 12:00 Noon CST
2	Request for Proposals, Section V. Proposal Development	Volume 2 – Lump Sum Proposal (Submit in MDOT provided envelope) All Signatory Sheets are printed	<p>1. Submit the Executable Original of Attachment A - Section 902 Contract Addendum 1:</p> <ul style="list-style-type: none"> A. Fill in the name of the designated party to whom all notices are to be mailed. (page 40 of 43) B. Sign the Contract and fill in all 	1/9/2006 Prior to 10:00 AM CST



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		on yellow paper.	<p>required information. (page 41 of 43)</p> <p>C. Execute the Certification of Contractor form. (page 42 of 43)</p> <p>2. Be prepared to immediately submit completed and executed Attachment B – Section 903 – Performance and Payment Bond.</p> <p>3. Submit completed and executed Attachment C – Section 905 - Lump Sum Price Proposal. Fill in the Lump Sum Price Proposal and Bridge Railing Information on sheet 2-1. Sign sheet 2-2. Attach a Proposal Guarantee Bond in a form satisfactory to the Commission - See Section 102.08 (pg. 11 of 61)</p> <p>4. Submit completed and executed Attachment D – Certification Regarding Equal Opportunity</p> <p>5. Submit completed and executed Attachment E – Disadvantaged Business List</p> <p>6. Submit completed and executed Attachment F – List of DBE Firms Submitting Quotes.</p> <p>7. Submit completed and executed Attachments G and H – Two (2) Debarment Certificates.</p>	Required of successful Proposer only
3	Request for Proposals, Section V. Proposal Development	Volume 3 – Non Binding Project Preference	Submit Non-Binding Project Preference. (Applicable only if shortlisted on both US 90 projects. Provide a letter in a sealed envelope clearly marked Volume 3).	1/9/2006 Prior to 10:00 AM CST

Mississippi Department of Transportation (MDOT)

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Saint Louis Bay Bridge
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Attachment A – Contract – Section 902
Attachment B – Performance and Payment Bond –
 Section 903
Attachment C – Proposal - Section 905
Attachment D – Certification
Attachment E – DBE List – OCR 481

Attachment F – List of Firms Submitting Quotes –
 OCR 485
Attachment G and H– Debarment Certification
Attachment I – Contractor’s Schedule Certificate

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I. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (“RFP”) is to select a Proposer to perform the Project services described in this RFP. “Proposer,” as used here, includes a firm or firms, partnerships, joint ventures, and other legal entity, which has been requested by the Mississippi Transportation Commission (“Commission”) to submit a Proposal in response to this RFP.

The Commission is requesting a Lump Sum Price, Best-Value Proposal. It is not the intention of the Commission to receive complete detailed Project analysis and design prior to the selection of a Proposer and the later execution of a Contract. Rather, the response to this RFP shall provide sufficient information to be evaluated in accordance with the specified process and criteria. The Proposal shall be specific enough on assumptions used in its preparation so as to provide the basis for determining a final Contract.

II. OVERVIEW

Project Goals

The following are the COMMISSION’s goals for the Project:

- Issue the Notice to Proceed for the Contract by January 18, 2006;
- Milestone No.1 Completion: opening of two lanes, to two-way unrestricted and continuous traffic as soon as possible, but no later than February 15, 2007;
- Milestone No. 2 Partial Release of Maintenance for all Work on the project with the exception of demolition of the existing structure, as soon as possible, but no later than September 28, 2007.
- Milestone No. 3 Final Completion of all Work as defined in the Project Scope as soon as possible, but no later than December 27, 2007;
- Design and construction of a reasonably maintainable, easily inspectable, long lasting bridge;
- Design and construction of a Project of the highest quality that is both durable and aesthetic;
- A safe Project for all parties involved and the public;
- A Project that is sensitive to the environment, the community, and historic preservation;
- A Project delivered within or under the Mississippi Department of Transportation’s (MDOT) budget.

Project Information

Replacement of this bridge is vital to the economic recovery of Hurricane Katrina ravaged areas on the Mississippi Gulf Coast. The Commission expects Proposers to expedite design and construction without sacrificing product quality or safety. The Proposers shall carefully evaluate the Project and propose a schedule for completion that is realistic and delivers the Project in the shortest feasible time. Incentive/Disincentive and Liquidated Damages are included in this Project.

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The Project consists of the design and construction of the US 90 Bridge across St. Louis Bay and approaches in Hancock and Harrison Counties, Mississippi.

Project services shall include but are not limited to:

- Demolition Services – necessary to demolish and dispose of existing structure and roadway along the proposed corridor along with removal of other debris in the right-of-way limits as well as removal and disposal as stated elsewhere in the RFP.
- Design Services – including geotechnical investigation as necessary, bridge and roadway design, and other necessary design services for the completion of construction plans.
- Construction Services – necessary to build and ensure high quality workmanship of the designed facility.
- Quality Control for both design and construction services.
- Utility Coordination and relocation as required.

Currently, the Project has been advanced through the environmental phase with the approval of a Categorical Exclusion (CE). MDOT has provided preliminary geotechnical information and design criteria for proposal purposes only. The Proposer shall be responsible for completing all necessary investigations and design.

The Commission anticipates issuing a notice to proceed (NTP) on January 18, 2006 through the Mississippi Department of Transportation after the contract is signed by all parties.

The submittal of a Proposal in response to this RFP, with all required signatures, shall constitute the Proposer's agreement to enter into a contract with the Commission for the completion of the Project under the terms set forth in the Contract attached hereto as "Attachment A." The terms of the Contract are not negotiable.

The Commission values a partnering approach on projects and as such this Project will require regular Partnering Sessions.

The contract for this Project contains a Disadvantaged Business Enterprise (DBE) goal of five percent (5%) of the contract price. The Proposer shall submit a DBE committal sheet (OCR 485) with their response to this RFP. The Proposer shall comply with the requirements of the Instructions to Proposers-DBE Requirements as detailed in Attachment A, Section XV.

The Proposer shall be responsible for meeting all Project requirements, specifications, and other applicable criteria. If modifications to the plans the Proposer developed are required by the Proposer, the Proposer shall be responsible for these modifications, any associated permit modifications, and cost thereof. All modifications must meet or exceed the Project criteria.

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Current Project Budget

The Commission's current budget for this Project is approximately \$150 million.

Proposal Stipend

Upon delivery of a Proposal, the Proposer agrees that the entire Proposal shall become the exclusive property of the Commission. The stipend amount of \$100,000 shall be paid to each responsive Proposer not chosen as the successful Proposer.

III. GENERAL INSTRUCTIONS

Pre-Proposal Meeting

A mandatory pre-Proposal meeting is scheduled for November 10, 2005 at 9:00 a.m. in the MDOT Shop Complex Training Room Bldg. D, 2567 N. West Street, Jackson, MS 39216. Shortlisted Proposers are required to have a representative at the pre-Proposal meeting in order for their Proposal to be considered. The purpose of the meeting is to review the information provided in the RFP and to receive questions from the Proposers.

Please confirm your attendance at the pre-Proposal meeting by contacting:

Mr. B.B. House, P.E.
Contract Administration Engineer
Mississippi Department of Transportation
401 North West Street
P.O. Box 1850
Jackson, Mississippi 39215-1850
Phone: (601) 359-7730
Fax: (601) 359-7732

Questions

At the mandatory Pre-Proposal Meeting questions will be received from all representatives of the shortlisted Proposers. Written or verbal questions will be accepted at the meeting. A transcript of this meeting will be made available at www.gomdot.com.

Only the Project Director may submit questions or request clarifications relating to the RFP after the Pre-Proposal Meeting. These inquiries must be in writing and must be received by the Commission prior to 4:00 p.m. CST, December 19, 2005.

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RFP questions shall be directed in writing to:

Mr. Harry Lee James, P.E., Chief Engineer
Mississippi Department of Transportation
Post Office Box 1850
Jackson, Mississippi 39215-1850

Or by e-mail to:

RFPQuestionsStLouisBayDL@mdot.state.ms.us

The list of questions received and the Commission's written responses to these questions and any applicable addenda will be posted on the MDOT web page (www.gomdot.com) and sent express delivery to all RFP holders by 12:00 noon on December 22, 2005, or as soon as possible thereafter.

Proposers may not rely on any responses about the RFP except written responses to questions submitted in writing in accordance with the RFP. No requests for additional information or clarification to any other MDOT office, consultant, or employee will be considered. The Commission will not be responsible for and the Proposer may not rely on any oral exchange or any other exchange of information that occurs outside of the official process specified herein.

Proposal Submittal

Volume 1 – Technical Proposal must be received by December 30, 2005 no later than noon CST.

Deliver **TEN (10)** copies of the Proposal to:

Mr. B.B. House, P.E.
Contract Administration Engineer
Mississippi Department of Transportation
401 North West Street
P.O. Box 1850
Jackson, Mississippi 39215-1850
Phone: (601) 359-7730
Fax: (601) 359-7732

Volume 2 – Lump Sum Price Proposal and, if applicable Volume 3 non-binding Project preference must be received by January 9, 2006, no later than 10:00 a.m. CST.

All Proposers must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information, the release of which would constitute an unreasonable invasion of personal privacy.

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All information contained in the Proposals will be subject to release in accordance with the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.*

IV. PROJECT SCOPE

The Project Scope is defined in the Contract (Attachment A, Section II) .

The Project shall be completed with two lanes open for traffic by February 15, 2007 (Milestone No. 1), a partial release of maintenance for all Work excluding the demolition of the existing structure by September 28, 2007 (Milestone No. 2), and all Work defined by the Project Scope completed no later than December 27, 2007 (Milestone No. 3). Proposers are however encouraged to analyze the Work and propose a schedule for design and construction that completes the Work earlier than the dates shown.

The Proposer shall submit a proposal schedule and preliminary construction work plan demonstrating how major portions of the Work will be completed, the number of crews anticipated, shifts, length of work week, etc. The Proposal schedule shall include a realistic milestone for opening two lanes of the Project to two-way traffic and Final Completion of all remaining lanes and Contract Work.

Time is of the essence in the performance of the Work. The Proposer will be required to certify their proposed schedule and demonstrate how it is achievable and realistic for performance of the Work. **The proposed dates submitted by the Proposer shall be used as the basis for award and assessment of the Incentive/Disincentive and Liquidated Damages included in the Contract. However, dates for Disincentive Assessment and Liquidated Damage Assessment will not be later than those established by the Commission.**

V. PROPOSAL DEVELOPMENT

The Commission is requesting a Lump Sum Price, Best-Value Proposal that includes a Project schedule commitment for the scope of Work included in this RFP. The price and schedule shall be guaranteed by the Proposer for up to 60 days. Responses to the RFP shall:

- ◆ Describe the Proposal in sufficient detail that Commission may determine its cost, scope and intent.
- ◆ Describe any assumptions used in developing cost and schedule components of the Proposal.
- ◆ Provide a breakdown of Project costs and assumptions used in determination by work phase [design, utility coordination, construction, Project management, construction management, and quality control (QC)].
- ◆ Identify the proposed schedule for implementing the Project, including the total number of calendar days from Notice to Proceed necessary to complete the Project.
- ◆ Describe assurances of timely completion of the Project.

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- ◆ Describe how Project quality will be achieved and how corrective action will be taken in the event quality is not met.
- ◆ Describe activities that receive and address community concerns.

In order that evaluation can be accomplished efficiently, the Proposal shall be prepared in two or three volumes, as applicable, in the following sequence:

Volume 1 – Technical Proposal (Marked and Sealed Separately)

The document will not be longer than 50 double spaced pages typed on one side only, excluding appendices. Proposals shall use cross-referencing, rather than using repetition in explaining the proposed Project. Minimum font size shall be 10 point.

This Technical Proposal will contain the following information:

1. **Executive Summary**
2. **Project Scope** – Describe in detail the proposed horizontal alignment and profile including details that demonstrate Project concepts and understanding. Proposers shall submit plan sheets showing proposed typical roadway sections, alignment and profile for the Project (1"=200' scale), bridge plan and elevation, bridge sections, foundation layout and other such details in a separate appendix to the Technical Proposal. The Proposer should submit Bridge Approach Aesthetics concepts on 24 x 36 inch plan sheets. The Plan Sheets and Aesthetics will not count toward the page limitation.
3. **Management Approach** – Describe the overall approach to the Project including a construction staging plan. Management approach shall demonstrate a plan for mobilizing key personnel, equipment and materials and how the Proposer intends to ensure that these are available to meet the Project schedule. Proposer shall identify anticipated major risks and present a plan to manage those risks. Proposer shall demonstrate a plan to manage document control and sound, proven management techniques for design management, construction management, and the integration of both for this Design-Build Project. Proposer shall describe activities that will address environmental and community concerns.
4. **Preliminary Construction Work Plan** – Provide preliminary plan for accomplishing the Work including the crews, shifts, workweeks for constructing the foundation, substructure, and superstructure. Labor amounts, availability and housing shall be addressed. Material and equipment resources shall be addressed.
5. **Key Individuals** – Proposer shall state that there are no modifications to Key Individuals as submitted in the Statement of Qualifications. If personnel changes are anticipated, then Proposer shall resubmit all Key Individual information as defined in the Request for Qualifications and shall present a justification for the change. This modification will require MDOT approval.

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6. **Organizational Conflict of Interest** - The Proposer's attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organization conflicts of interest. Subsection 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposer shall provide information concerning potential organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of its chief executives, directors, Key Individuals for this Project, or any proposed consultant, contractor or subcontractor may result, or could be viewed as, an organizational conflict of interest.

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to, URS Corporation (URS) or Ocean Engineering Associates, Inc (OEA). Such persons and entities are prohibited from participating in a Proposer organization relating to the Project.

The Proposer agrees that, if after award, an organizational conflict of interest is discovered, the Proposer must make an immediate and full written disclosure to MDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the Design-Build contract for the Project. If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, MDOT may terminate the contract for default.

MDOT may disqualify a Proposer if any of its major participants belong to more than one Proposer's organization.

7. **Technical Solutions** – Proposer shall describe technical solutions that offer advantages to MDOT. Such technical solutions may include items which ease construction, address schedule or budget saving techniques, improve long term durability, improve long term maintenance, or other.

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8. **Quality Management Plan** – Proposer shall demonstrate the approach to quality management including design and construction quality management and the integration of both for this Design-Build Project. Proposer shall demonstrate controls that will be put in place to ensure overall quality and how corrective action will be taken in the event that quality is not met.
9. **Schedule and Schedule Summary** – Proposer shall submit a summary schedule demonstrating how the Contractor plans to complete the Project within its prescribed schedule for completion. The Schedule shall include dates for planned start and finish of design, procurement of major items, mobilization, foundation installation, superstructure installation, Milestone No.1, Milestone No. 2, and Milestone No. 3. The Commission will consider the submission of an earlier completion schedule provided that the Proposer can clearly demonstrate the ability to meet the earlier completion schedule. Should the Proposer submit an earlier completion date for either Milestone 1, Milestone 2 or Milestone 3, these new, earlier completion dates will become the contract dates. Incentive/disincentive and liquidated damages are described in Article IV. A. and B. of the Attachment A Contract. The Proposer’s schedule shall take into consideration the alternate bridge railing designs, the Commission’s final selection of the railing, and the time required to complete this item of work. Contract Time will NOT be adjusted based on the Commission’s selection of the bridge railing.
10. **Required Forms and Certifications** (Completed and executed Attachment I – Contractor’s Schedule Certificate, Proposal Guarantee, Legal Entity Forms, etc.) These may be placed in an appendix and will not count against the page limitation.
11. **Alternate Bridge Railings** – Proposer shall provide a minimum of three (3) alternative concepts (A, B, C, etc.) for bridge railings, in accordance with Section 1.4.3 Bridge Aesthetics of Exhibit 2b. The Proposer shall not include unit or other costs information for any of the alternatives for this submittal, but should indicate the alternative that will be used in the cost submittal (ie, proposed rail alternative).

Volume 2 – Lump Sum Price Proposal (Marked and Sealed Separately as per Section 102.09 of the revised General Provisions)

This Lump Sum Price Proposal will contain the following information:

1. An executable document incorporating all of the latest addendums – Section 902. (Attachment “A”)
2. A Proposal Guarantee Bond (or approved equivalent) – Section 905.
3. Lump Sum Price Proposal – Section 905 (Attachment “C”) – Proposer should include the price and associated cost of the Contractor selected bridge railing design in lump sum price submitted. For information only, the Proposer shall provide the approximate linear feet and unit price for each of the rail alternatives presented in Volume 1. The Commission will make the final selection of the alternate bridge railing that will be incorporated into the Work and the Contract Price will be adjusted accordingly based on the bridge rail selected.
4. An executed Certification regarding Equal Opportunity. (Attachment “D”)

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5. An executable Disadvantaged Business List. (Attachment “E”)
6. A signed list of DBE Firms submitting quotes. (Attachment “F”)
7. Two executed Debarment Certifications. (Attachments “G & H”)
8. The successful Proposer will be required to furnish a Section 903 Performance Bond and a Section 903 Payment Bond (Attachment B) immediately upon Contract Award.

The information obtained under this RFP will become the exclusive property of the Commission without restriction or limitation on its use. The Commission shall have unrestricted authority to publish, disclose, distribute, or otherwise use in whole or in part any reports, data, or other materials prepared under this RFP. The Commission shall retain ownership of all plans, specifications, and related documents.

Volume 3 – Non-Binding Project Preference (Marked and Sealed Separately)

In the event that a Proposer has been short-listed for both this Project and the other US 90 Design-Build Project, the Proposer shall submit in a separate, sealed envelope, addressed to the MDOT Chief Engineer declaring one of the following:

- (1) the Proposer’s desire to be awarded both Projects in the event the Proposer has the lowest adjusted score for both Projects; or
- (2) the Proposer’s desire to be awarded only one of the Projects, even if the Proposer has the lowest adjusted score for both Projects, along with the Proposer’s designation of the Project it prefers.

This sealed envelope will only be opened in the event the projects are awarded at or near the same time and the Proposer has the lowest adjusted score for both Projects.

The Proposer’s declaration shall have no binding effect on the final award of the Contract. The Commission reserves the right to award the contracts in the best interest of the State.

VI. ESCROW PROPOSAL DOCUMENTS

Proposer is required to escrow all Proposal documents in accordance with Special Provision 907-103.06 within seven (7) days of submitting its Volume 2 – Lump Sum Price Proposal. Failure to escrow documents in the allotted time will result in the Proposal being considered non-responsive.

VII. EVALUATION OF PROPOSALS

Proposal Review Committee

A Proposal Review Committee (“Committee”) will be appointed to evaluate the Technical Proposals on behalf of the Commission. The Committee will be comprised of five MDOT

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employees. In addition, MDOT will assemble a group of advisory members, that shall include the Federal Highway Administration (FHWA), and others with various areas of expertise.

Scoring of Proposals

Evaluation criteria as outlined in Article VIII. will be used by the Committee to score each responsive Proposal. The scoring will be based upon the submitted Proposal.

VIII. CRITERIA FOR SCORING

The Commission has developed criteria for use in evaluating and scoring the Proposals. The Committee will use these criteria to develop a numerical score of each Proposal. Scoring will be based on a point system. The Committee will evaluate the Proposals based on meeting the technical evaluation criteria as shown below.

The maximum points for each evaluation criteria will be as follows:

- ◆ *Compliance with the RFP Requirements* – 20
- ◆ *Management Approach* - 15
- ◆ *Technical Solutions* - 10
- ◆ *Qualitative Considerations* – 25
- ◆ *Schedule* – 30

The Committee will consider the following minimum criterion:

Compliance with the RFP Requirements

- How has the Proposer complied with the design criteria?
- Do the proposed alignment and profile provide the best functionality for US 90?
- How have bridge and Project aesthetics been addressed and included as part of the design?

Management Approach

- What is the overall Project Management Organization? How will this organization be responsive to the Commission, MDOT and public concerns/issues?
- Is the overall Project Management Plan clear and concise – not overly cumbersome and easily implementable? Has this plan been used effectively elsewhere?
- Does the Proposal address partnering and its implementation?

Technical Solutions

- What solutions are proposed to design/construct the replacement bridge and approaches?
- How will maintenance and durability be considered in design?
- Are there any innovative solutions being proposed for technical consideration?

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Qualitative Considerations

- What Project controls will be put in place to ensure overall Project quality (both design and construction)?
- What assurances have been provided to verify Project quality?
- Does the Proposer identify and plan on utilizing an accredited AASHTO laboratory for testing of Project materials?

Schedule

- Has the Proposer described how they will achieve opening portions of the Project to the public by the interim Milestone 1 date?
- Has the Proposer described how they will achieve the Milestone 2 date?
- Does the Proposal contain adequate assurances that the entire Project will be completed on time?
- Does the Proposer clearly describe the plan for delivery of the Work?
 - Does the Contractor have adequate resources to accomplish the Work in accordance with the Proposal Schedule?
 - Specifically does it outline the sources for delivery of materials including the piling, beams, concrete and rebar?
 - Are there any innovative solutions being proposed for the construction schedule?

The individual Technical Score by each reviewer will be the summation of the Technical Scores achieved for each of the above selection criteria. The PROPOSER'S Total Technical Score will be the summation of the individual Technical Scores from each reviewer divided by the number of reviewers.

SELECTION OF CONTRACTOR

The Proposal Review Committee will score the Proposals according to the evaluation criteria. Upon approval of MDOT Executive Director and immediately prior to the opening of Volume 2, MDOT will notify each Proposer of all Technical Scores. MDOT will then publicly open each of the Lump Sum Price Proposals, all in accordance with the Milestone Schedule.

The adjusted score shall be determined by the following formula:

$$\text{Adjusted score} = (\text{Lump Sum Price Proposal}) / (\text{Total Technical Score}).$$

The Commission will award the Contract based on the Best Value Proposal which is the lowest adjusted score and will offer a contract to the Proposer with the Best Value. However, if the parties are unable to execute a contract, MDOT may offer a contract to the Proposer with the next lowest adjusted score, and so on, until an agreement is reached.

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In the event that one Proposer has the Best Value for both US 90 Design-Build projects, then Volume 3 will be opened and reviewed by the MDOT Chief Engineer. The Chief Engineer will make a recommendation to the Commission to either award both projects to the single Proposer or to award one Project to the Proposer with the Best Value and the other Project to the Proposer with the next lowest Adjusted Score. The Commission reserves the right to award the Contracts in the best interest of the State.

IX. GENERAL INFORMATION

The Commission reserves the right to terminate evaluation of one or more of the Proposals if it is determined to be in the best interest of the State to do so.

The Commission reserves the right, at its sole discretion, to either proceed no further with this RFP process, or to re-advertise in another public solicitation.

The Commission reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

The Commission reserves the right to request or obtain additional information about any and all Proposals.

Other than the proposal stipend mentioned elsewhere herein, the Commission assumes no liability and will not reimburse cost incurred by firms, whether selected or not, in developing Proposals or in contract execution.

Modification to the Proposer's Team or key individuals within Teams is discouraged. Commission will not approve requests for modification of the Proposer's Team without justification. After award, in order to secure Commission approval, the procedures as defined in Attachment A, the Contract Section II. H shall be followed.

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X. MILESTONES

- Issue RFP for selected Proposers November 3, 2005
- Mandatory Pre-Proposal Meeting November 10, 2005
- Pre-Proposal DBE Meeting (2:00 PM) November 21, 2005
- Issue RFP Addendum 1 November 30, 2005
- Deadline for Proposers to submit written questions (4:00 PM) December 19, 2005
- Target Date for MDOT to mail last responses to written questions and to issue Addenda December 22, 2005
- Submittal of 10 Copies of Volume 1 – Technical Proposal (Noon) December 30, 2005
- Presentations No Longer Required
- Submittal of 1 copy of Volume 2 – Lump Sum Price Proposal and Volume 3 (if applicable) prior to 10:00 AM Public Announcement of Technical Scores (10:00 AM) and Public Price Opening (Immediately Following) January 9, 2006
- Award January 10, 2006
- Notice to Proceed January 18, 2006 (Approximate Date)
- Milestone No. 1 - Complete two lanes / US 90 February 15, 2007
- Milestone No. 2 – Partial Release of Maintenance September 28, 2007
- Milestone No. 3 - Final Completion December 27, 2007

**RFP Attachment A - CONTRACT Section 902
Addendum 1**

November 30, 2005

RFP ATTACHMENT A

CONTRACT SECTION 902

FOR THE DESIGN AND CONSTRUCTION

BRIDGE REPLACEMENT ON US 90 ACROSS ST. LOUIS BAY

HANCOCK AND HARRISON COUNTIES, MISSISSIPPI

BETWEEN

THE MISSISSIPPI TRANSPORTATION COMMISSION

AND

CONTRACTOR

RFP Attachment A – CONTRACT Section 902

Addendum 1

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EXHIBITS - Not in order of precedence.

1. Blank
2. Project Design Criteria
 - a. Roadway Design Criteria
 - b. Bridge Design Criteria
3. Boring Log – US 90 St. Louis Bay Geotechnical Investigation, Burns Cooley Dennis, Inc., October 18, 2005
4. Right of Way plans – US 90 at St. Louis Bay
5. MDOT Roadway Design Manual
6. MDOT Design Standard Drawings
7. MDOT Pipe Culvert Material Design Manual
8. MDOT CADD Manual
9. Blank
10. Vessel Collision Report, Dated October 31, 2005
11. MDOT Standard Specifications for Road and Bridge Construction, 2004
12. MDOT Special Provisions
13. MDOT Materials Division Inspection, Testing and Certification Manual (MITCM) and applicable Standard Operating Procedures (SOPs)
14. Federal Aid Projects Supplemental Specifications
 - a. Required CONTRACT Provision Federal-Aid Construction Contract
 - b. Disadvantaged Business Enterprises (DBE) – Federal Projects
 - c. Standard Federal Equal Employment Opportunity Construction Contract Specifications

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- d. Specific Equal Employment Opportunity Responsibilities Training Special Provisions
 - e. Prevailing Wage Rate – State of Mississippi and Federal
15. Blank
 16. Project Payment Schedule
 17. Environmental Document(s)
 18. List of Known Utilities
 19. Review Comment Summary and Resolution (RCSR) Sheet
 20. Blank
 21. Example Bridge Construction Plans - US 90 Across East Pascagoula River
 22. US 90 at St. Louis Bay As-Built Plans

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Addendum 1

THIS CONTRACT IS EXECUTED BY AND BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION, A BODY CORPORATE OF THE STATE OF MISSISSIPPI, (“COMMISSION”) AND THE UNDERSIGNED CONTRACTOR, AN ENTITY DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF MISSISSIPPI, (“CONTRACTOR”) EFFECTIVE AS OF THE DATE OF LATEST EXECUTION BELOW.

WITNESSETH:

THAT WHEREAS, On the 29th day of August, 2005, the Gulf Coast region of the State of Mississippi was severely impacted by Hurricane Katrina which destroyed portions of U.S. 90 including the bridge across the St. Louis Bay; and,

WHEREAS, the people of the State of Mississippi will benefit from the re-construction of the said Bridge Replacement on US 90 over St. Louis Bay, in Hancock and Harrison Counties, Mississippi (hereinafter referred to as “the Project”); and

WHEREAS, the COMMISSION, as a servant of the people of the State of Mississippi, wishes to see this strategic Project completed without delay; and

WHEREAS, limitations imposed by traditional methods of financing, designing, and constructing highways would mean that the Project could be completed only after an unacceptable delay; and

WHEREAS, the COMMISSION, working with the people, the federal government, and other agencies of the State of Mississippi, has devised an innovative plan to allow the commencement and completion of the Project in a timely and cost-effective manner; and

WHEREAS, the COMMISSION is authorized under the provisions of Section 65-1-85, Miss. Code Ann. (1972) to enter into emergency contracts and to utilize the design/build method of procurement to design and construct a replacement bridge across the St. Louis Bay; and

WHEREAS, after a competitive process, CONTRACTOR has been selected to participate in this venture by designing and building the Project; and

WHEREAS, the COMMISSION wishes to avail itself of and rely on CONTRACTOR ’s expertise and proven track record in designing and constructing such projects, on time and within budget; and

WHEREAS, CONTRACTOR wishes to provide that expertise and to participate in this venture for the good of the people of the State of Mississippi;

NOW THEREFORE, For and inconsideration of the mutual promises and covenants hereinafter set forth, the COMMISSION and the CONTRACTOR mutually agree as follows:

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I. CONTRACT DOCUMENTS

The CONTRACT shall be composed of this CONTRACT and all exhibits, COMMISSION's Request for Proposals and all attachments, and CONTRACTOR's Proposal and all attachments. In case of conflict, the order of precedence of the CONTRACT documents shall be:

- A. CONTRACT – Section 902
- B. Request for Proposal
- C. Supplements to the Special Provisions
- D. Federal Aid Projects Supplemental Specifications
 - 1. Required CONTRACT Provision Federal-Aid Construction Contract
 - 2. Disadvantage Business Enterprises (DBE) – Federal Projects
 - 3. Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - 4. Specific Equal Employment Opportunity Responsibilities Training Special Provisions
 - 5. Prevailing Wage Rate – State of Mississippi and Federal
- E. MDOT Special Provisions
- F. Interim Specifications
- G. MDOT Project Design Criteria - Bridge Design
- H. MDOT Project Design Criteria - Roadway Design
- I. MDOT Roadway Design Manual
- J. AASHTO – A Policy on Geometric Design of Highways and Streets (Green Book)
- K. MDOT Design Standard Drawings
- L. MDOT Pipe Culvert Material Design Manual
- M. MDOT Standard Specifications for Road and Bridge Construction, 2004
- N. Attachments to the CONTRACT not listed above
- O. CONTRACTOR's Statement of Qualifications
- P. CONTRACTOR's Proposal

II. PROJECT SCOPE

A. Scope of Work

CONTRACTOR shall furnish all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all preliminary and final engineering, surveying, geotechnical services, scheduling, permitting, procurement, construction, utility coordination, traffic control, and any other services necessary to perform the Project. Hurricane Katrina destroyed the existing 1.9-mile US 90 Bridge across Saint Louis Bay. This Project consists of the design and construction of a new high-rise four (4) lane bridge on nearly parallel alignment, associated roadway, lighting, overlay, removal of portions of the existing pavement and removal of the existing bridge and other debris.

The Project will begin in the town of Bay Saint Louis near North Beach Boulevard (Station 266+75 on the existing alignment) and terminate in Pass Christian near Bayview Avenue

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(Station 396+50 on the existing alignment). The Project shall be constructed within the existing right of way on land and on the existing alignment or within 150 feet north of the existing alignment in the bay. The new structure will provide a 250 foot wide navigation channel span with a vertical clearance of 85.0 feet (girder low chord elevation of 86.8 feet) and a grade separation over Third Avenue in Pass Christian. The approach spans to the navigation channel span shall be designed to clear elevation 37 feet as defined in the Design Criteria. The Project also includes an overlay of all existing streets within COMMISSION's right of way.

Removal of two minor structures is also part of this project. The first structure is the remains of a metal building that has been destroyed by the hurricane. The building is located at approximately Station 382+00, right, on the existing alignment. The second structure is a monopole sign structure located at approximately Station 385+20, right, on the existing alignment.

B. Design and Construction Responsibilities

1. The CONTRACTOR, consistent with applicable state licensing laws, shall provide, design professionals employed by CONTRACTOR or procured from qualified design consultants licensed by the State of Mississippi, the necessary design work, including, but not limited to, surveys, roadway design, traffic control, geotechnical work, hydraulic analyses, storm water management, erosion control, superstructure and substructure design for the preparation of the required drawings, falsework, shorings, specifications and other design submittals to permit CONTRACTOR to complete the Project in accordance with the CONTRACT.

2. The CONTRACTOR shall provide the necessary supervision, labor, inspection, testing, material, equipment, machinery, temporary utilities and other temporary facilities to permit performance of all earthwork, drainage, foundation work, all traffic control, substructure and superstructure work, excavation, erosion and sediment control work, field layout work, design and construction management and inspection, warranty and all other work necessary to complete construction of the Project in accordance with the CONTRACT. CONTRACTOR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the CONTRACT. CONTRACTOR at all times shall exercise control over the means, methods, sequences and techniques of construction. CONTRACTOR's operations and construction methods shall comply with all applicable federal, state and local regulations with regard to worker safety, protection and health and protection of the environment and applicable permit requirements.

C. Design Criteria

It shall be the responsibility of the CONTRACTOR to design the Project using English units in accordance with the Project Criteria contained in Exhibit 2a and Exhibit 2b. The CONTRACTOR shall construct the Project within the current right of way on land and within 150 feet north of the existing bridge alignment in water. The existing right of way is provided in the Exhibit 4. The CONTRACTOR shall provide a completed set of construction plans signed and sealed by a professional engineer licensed by the State of Mississippi.

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The CONTRACTOR shall be fully responsible for the accuracy of the design and compliance with specifications, standards and Project Criteria.

D. Design Review

Design Review Requirements

CONTRACTOR shall submit the number of copies shown in Table 4.D.1 for Preliminary and Final Design.

Table No. 4.D.1	
COMMISSION Use	Sets
Half scale (11" x 18") plans	20
Specifications	20
Reports	20

1. Preliminary Design Phase (Minimum 30% Plans).

The CONTRACTOR will prepare and submit a single preliminary design submittal for the entire project. Preliminary design shall include roadway plan and profile, bridge type, selection layout, drainage, erosion control, signing, architectural and traffic control plans. MDOT will review Preliminary Design Submittals within 21 Days of the submittal. MDOT will provide review comments on Review Comment Summary and Resolution (RCSR) sheets, Exhibit 19, if required.

The CONTRACTOR shall schedule a meeting with MDOT to review the comments. The CONTRACTOR shall incorporate the agreed upon comments into the final design submittal.

2. Optional Design Review.

At the request of the CONTRACTOR, MDOT will provide optional design reviews on design packages as requested by the CONTRACTOR. MDOT as appropriate will review optional design Submittals within 14 Days. MDOT will provide review comments on RCSR sheets if required.

The CONTRACTOR may schedule a meeting with MDOT to review the comments. The CONTRACTOR shall incorporate the agreed upon comments into the plans and specifications.

3. Final Design Review Phases (100% Plans).

Final Design may be broken down into packages (*i.e* Roadway, portions of Bridges, Drainage, etc.) as determined by the CONTRACTOR. Following completion of the design for each submittal for the Project, the CONTRACTOR shall prepare and submit a Final Design Submittal for review by MDOT. Evidence of review by all required Persons and proof that all necessary

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Governmental approvals have been obtained shall be attached. MDOT as appropriate will review Final Design Submittals within 21 Days. MDOT will provide review comments on RCSR sheets if required.

The CONTRACTOR shall schedule a meeting with MDOT to review the comments. The CONTRACTOR shall incorporate the agreed upon comments into the plans and specifications.

The Final Design Submittal and any resubmittals required shall include drawings, details, specifications, and supporting data to establish fully the intent of all construction to be accomplished. Final Design submittals for bridges shall include the Load Factor Ratings and independent check calculations. Detailed quantities for the materials testing planning shall be provided within two (2) weeks of a Final Design Submittal if not included in the Submittal. All material shall be prepared under the supervision of an engineer(s) or architect, as appropriate, licensed by the State of Mississippi.

4. Released for Construction Documents.

Following the incorporation of MDOT's comments from the Final Design Review Phase, the CONTRACTOR shall prepare and submit a Release for Construction submittal to MDOT for MDOT's final review and Released for Construction stamp. Two (2) full size reproducible sets, two (2) half size sets of plans, two (2) sets of Project specifications, two (2) sets of all reports and quantities for civil construction shall be submitted. CONTRACTOR shall have a Professional Engineer registered by the State of Mississippi stamp and sign each sheet of the plans. MDOT shall either stamp the plans and specifications "Released for Construction" and return 1 full size reproducible set to the CONTRACTOR or return comments within 7 days. Once plans/specifications are Released for Construction, CONTRACTOR shall provide 20 copies of half scale sets of plans to COMMISSION.

The CONTRACTOR may proceed with Work in compliance with an approved Quality Control Plan including any associated sampling and testing requirements prior to receipt of a drawing depicting the Work as issue stamped "Released for Construction" and prior to the receipt of all required Governmental approvals; however, all such Work shall be at the CONTRACTOR'S sole risk. Work which does not conform to the drawings when they are marked "Released for Construction" or which is contrary to any Governmental approval shall be removed and replaced, or corrected, and made to conform to all requirements of the CONTRACT and all Governmental approvals at the CONTRACTOR'S expense. There shall be no adjustment in the CONTRACT Price for the cost of removing, replacing or correcting such non-conforming Work and no extension of the CONTRACT Time for the time necessary to do so. MDOT's stamping of drawings as "Released for Construction" does not substantiate the adequacy or acceptability of the design or relieve the CONTRACTOR of its obligation to comply with all provisions of the CONTRACT.

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5. Request for Revision (RFR) Process.

Any revisions to the plans and specifications desired by CONTRACTOR after the Submittal has been Released for Construction will require a Request for Revision (RFR). The CONTRACTOR shall submit a Request for Revision to MDOT in one of following forms.

Level 1 – Request for revision to correct deficiencies in released for construction documents. These are revisions to the Released for Construction documents to correct design deficiencies. They may involve revisions to dimensions and layout, material changes to conform to CONTRACT requirements and/or to computational deficiencies that necessitate adjustments to the Work. These shall be resubmitted to MDOT for review and re-release according to D.4.

Level 2 – Request for deviation from project requirements. Any deviation from Project requirements shall be formally processed for MDOT concurrence, in the same manner as design submittals. The proposed revisions shall involve an isolated part of the Project, and shall be fully justified by the CONTRACTOR prior to MDOT consideration. These shall be resubmitted to MDOT for review and re-release according to D.3.

All Requests for Revision shall include the following: justification narrative, copies of pertinent correspondence, jurisdictional sign-off as necessary, any additional Governmental approvals, index of impacted agencies with review comments and/or acknowledgements, preliminary drawings, engineering calculations and specifications, as necessary.

MDOT may accept or reject any Request for Revision. If MDOT accepts an RFR, the CONTRACTOR shall finalize all pertinent documentation, including final design drawings and specifications for final review and Release for Construction.

In no event shall the RFR process be used to change the CONTRACT Price, any Guaranteed Dates or the CONTRACT scope.

E. Value Engineering (VE). After award of the CONTRACT, for CONTRACTOR submitted, VE cost savings submitted and accepted in accordance with Subsection 104.08 of the revised General Provisions shall be split at a ratio of 50 percent CONTRACTOR and 50 percent COMMISSION.

F. Ownership of Documents. Drawings, specifications, test data, inspection reports, QC documents, daily diaries, as-built plans, shop drawings, engineering reports, survey control data, safety records and any other documents, including those in electronic form, prepared by CONTRACTOR or CONTRACTOR's consultants for the Project are "Project Documents". The COMMISSION shall be the owners of the "Project Documents". Upon the Effective Date of this CONTRACT, the COMMISSION grants CONTRACTOR and CONTRACTOR's consultants a

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nonexclusive license to reproduce and use the Project Documents for the purposes of including, but not limited to, promoting, using, maintaining, upgrading, or adding to the Project. The CONTRACTOR shall provide hardcopies and electronic copies to COMMISSION. Upon completion of the Project or upon default by CONTRACTOR, CONTRACTOR shall provide copies of all Project Documents to COMMISSION in the format designated by COMMISSION.

G. Construction Criteria. CONTRACTOR shall construct the Project in accordance with all applicable Federal, State, and local statutes and regulations. All construction shall be performed in accordance with the following requirements, which are incorporated herein by reference and made a part hereof; provided that, where the following requirements conflict with this CONTRACT, this CONTRACT will control:

1. Exhibit 2 - Project Design Criteria
2. Exhibit 5 - MDOT Roadway Design Manual (2001 Edition)
3. Exhibit 6 - MDOT Roadway Design Standard Drawings revised 3/1/02
4. Exhibit 11 - MDOT's Standard Specifications for Road and Bridge Construction (Edition of 2004)
5. Exhibit 12 - MDOT Special Provisions
6. Exhibit 13 - MDOT Materials Division Inspection, Testing, and Certification Manual (MITCM)
7. "MDOT Bridge Standard Drawings (1998 Edition)."

H. Project Management. CONTRACTOR shall be responsible for ensuring that the Project is constructed in conformance with the CONTRACT, all referenced documents and specifications, and applicable laws and regulations.

CONTRACTOR shall provide project management services sufficient to supervise the activities of its subcontractors. CONTRACTOR shall provide a sufficient number of persons on Site, to the satisfaction of COMMISSION, to provide for the construction management of the Project.

Without relieving the CONTRACTOR of any of its responsibilities under the CONTRACT, the Project Director or an approved designee must be present on Site, or within close proximity, fulltime as the work is performed, have full authority to make the final decisions on behalf of the CONTRACTOR and have responsibility for communicating these decisions directly to MDOT.

Without relieving the CONTRACTOR of any of its responsibilities under the CONTRACT, COMMISSION will provide representatives assigned to the Project to monitor the Project progress and provide necessary coordination between COMMISSION and CONTRACTOR. All costs for salary and equipment to maintain MDOT employees and duly authorized

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representatives will be provided by COMMISSION at no expense to CONTRACTOR. COMMISSION and Federal Highway Administration (FHWA) representatives will have full and complete access to the Project, the Work in progress, the “Daily Diaries”, and to other technical documents and Project records associated with design, construction, materials, quality control, materials installation, and testing. COMMISSION representatives will receive advance notice of 72 hours and have the opportunity to participate in any meetings that may be held concerning the Project or the relationship between CONTRACTOR and their consultants and subcontractors when such meetings are associated with technical matters, progress, or quality of the Project. As used in this paragraph, “notice” shall require actual written notice to COMMISSION’s duly authorized representative.

CONTRACTOR shall use a computerized project controls system for control and reporting of cost and Project documentation. COMMISSION will utilize Meridian Systems Prolog Project Manager on this Project for project controls and tracking Project documents. Document control specifications will be handled in Addenda. The CONTRACTOR may purchase licenses from Meridian Systems to communicate electronically followed by hardcopies and view posted Project materials, submittals, Requests for Information (RFIs), etc.

Key Individuals

The CONTRACTOR shall maintain a log of Key Individuals and contact numbers and shall provide at least one copy to MDOT and maintain a copy on-site. Key individuals will include:

- Project Director
- Lead Design Engineer
- Utility Coordinator
- Construction Manager
- Environmental Manager
- Project Quality Control Manager
- Quality Control Manager - Design
- Quality Control Manager - Construction

Modification to the Proposer’s Team or Key Individuals within Teams is discouraged. MDOT will not approve requests for modification without justification. Examples of justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause.

In order to secure Commission approval, a written request shall be forwarded to the designated representative of the Commission as stated in Section XXI.D. The request shall include: a) the nature of the desired change, b) the reason for the desired change, c) a statement of how the desired change will meet the required qualifications for the position/responsibility, d) and a description of how the modification is proposed to be made.

No such modification will be made without written approval from MDOT.

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I. Control of the Work.

1. CONTRACTOR Responsibilities. CONTRACTOR shall be solely responsible for determining the appropriate means, methods and scheduling necessary to complete the Work timely and in accordance with all construction requirements. COMMISSION and FHWA will have the right to review and inspect the Work at any time.

2. Right to Inspect. The COMMISSION shall have the right, but not the obligation to inspect the work at any time. This right to inspect does not relieve the CONTRACTOR from its obligation to assure conformance of the work to the plans and specifications and generally accepted industry standards. The COMMISSION's right to have deficiencies in the work corrected may not be waived by any COMMISSION representative without specific written authority.

3. CONTRACT Interpretations. The Engineer will decide all questions which may arise as to the quality and acceptability of materials, the work and the progress of the work; all questions which may arise as to the interpretation of the specifications; and all questions as to the fulfillment of the CONTRACT.

The Engineer will have the authority to suspend the Work wholly or in part and to withhold payments because of the CONTRACTOR's failure to correct conditions unsafe for workers or the general public, for failure to carry out provisions of the CONTRACT, or for failure to carry out orders. The Engineer may also suspend Work for periods deemed necessary due to unsuitable weather conditions, for any conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the public interest. The Engineer may authorize, in writing, the continued prosecution of Work activities past their specified seasonal limits when it is determined that the quality of the Work will not be reduced and the public interest will be best served. The Engineer will have authority to enforce and make effective all decisions and orders relating to the CONTRACT. No time extension will be allowed in the event of a Work suspension by the Engineer.

III. CONTRACT PRICE/CONTRACT PAYMENTS

A. CONTRACT Price.

The "CONTRACT Price" shall be the amount shown on Section 905 sheet 2-2.

In consideration for the CONTRACT Price, CONTRACTOR shall perform all of its responsibilities under the CONTRACT. The CONTRACT Price shall include all Work identified in the Project Scope of Work.

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B. CONTRACT Price Adjustments.

1. Allowable adjustments.

The CONTRACT Price may only be adjusted due to any of the following occurrences:

- (a) COMMISSION initiated scope changes, directives or authorized extra work.
- (b) Acts or omissions by COMMISSION or its duly appointed representative that unreasonably interfere with the CONTRACTOR's performance and cause delay of Work on the critical path of the Project.
- (c) Changes in a legal requirement or regulation that become effective subsequent to the date of this CONTRACT.
- (d) Discovery of Hazardous Materials that were not known or should not have been known at the time of the submission of the remediation plan, as set forth in Article X.
- (e) Discovery of archeological or paleontological sites, unidentified, as noted in Article IX.E.

Other than as provided above, the CONTRACT Price shall not be increased for CONTRACT price adjustments or claimed delay damages. The basis for any allowable price adjustment will be a negotiated amount or, in lieu of negotiations or other agreement, an amount based on the sum of actual labor, material, equipment, insurance, bond, tax, etc. costs computed in accordance with Subsection 109.04 of the CONTRACT Specifications. CONTRACT Price adjustments shall be documented by Supplemental Agreement signed by both parties and shall be reflected immediately in the Project Payment Schedule.

2. Changes.

- (a) A "Change" shall be any deviation or variation from the Project Scope, the Design Criteria or the Construction Criteria of the Project as originally set forth in the Request for Proposal. No Change shall be implemented without the express written approval of the COMMISSION. A "Change" may be an "Additive Change" or a "Deductive Change".
- (b) The COMMISSION may initiate a change by advising CONTRACTOR in writing of the change. Within seven (7) days, CONTRACTOR shall prepare and forward to the COMMISSION an estimate of cost or savings, and the impact to the schedule resulting from the change. An independent cost estimate may or may not be performed by the COMMISSION's duly authorized representative. Parties to the Project will then negotiate in good faith partnering efforts to agree on scope and cost impacts.

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The COMMISSION will advise the CONTRACTOR in writing of its approval or disapproval of the change. If the COMMISSION approves the change, the CONTRACTOR shall perform the Services as changed.

3. Construction Change Directive.

A Construction Change Directive is a written order from the COMMISSION directing a change prior to agreement with the CONTRACTOR on adjustment, if any, to the CONTRACT Price or CONTRACT Time.

4. Direct Costs.

For the purpose of a CONTRACT Price Adjustment, “Direct Costs” shall be defined as:

- (a) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
- (b) costs of labor for QC, surveying and erosion control or fees paid for this Work related to the change or event;
- (c) costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- (d) depreciated time value of machinery and equipment owned by CONTRACTOR or any affiliated or related entity exclusive of hand tools;
- (e) actual costs paid for rental of machinery and equipment exclusive of hand tools;
- (f) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes;
- (g) additional costs of supervision and field office personnel directly attributable to the change or event; and
- (h) costs incurred or fees paid for design work related to the change or event.

C. **CONTRACT Payments.**

1. Project Payment Schedule (PPS).

Prior to Notice To Proceed (NTP) of this CONTRACT, the CONTRACTOR shall provide a PPS acceptable to MDOT and work may not start until the PPS is approved by the MDOT. The PPS will serve as the basis for monthly progress payments requested by and made to CONTRACTOR throughout the Work. If the CONTRACT Price is adjusted, the CONTRACTOR shall revise its PPS to reflect the adjustment in the CONTRACT Price. The revised PPS must be approved by MDOT prior to the time for the subsequent request for a progress payment otherwise no progress payments will be made. The PPS shall be incorporated herein as Exhibit 16. Mobilization shall not exceed 5% of the CONTRACT Price.

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2. Periodic Progress Payment Applications.

No application for payment of the CONTRACT Price shall be submitted until COMMISSION gives a NTP. Applications for payment of the CONTRACT Price may be submitted no more frequently than once per month. Each application for payment of the CONTRACT Price shall set forth, in accordance with the Project Payment Schedule, the percentage of all items comprising the Work completed since the CONTRACTOR's immediately prior request for payment. The application for payment of the CONTRACT Price may also request payment for equipment and materials not yet incorporated into the Project, provided that (i) the COMMISSION is satisfied that the equipment and materials are suitably stored at either the Project or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, the COMMISSION will receive title to the equipment and materials free and clear of all liens and encumbrances in accordance with Subsection 109.06.2 of the General Provisions.

3. Periodic Progress Payments.

MDOT will review each application for payment. Upon approval of an application for payment, the COMMISSION will pay the CONTRACTOR the undisputed percentage for the Project completed during the period covered by the application for payment. The COMMISSION will endeavor to make each payment within thirty (30) calendar days but shall make payment no later than forty-five (45) calendar days from the receipt of the corresponding Application for Payment. In the event of a dispute over the quality of work or percentage of the Project completed, COMMISSION's decision is controlling and final. Payment by the COMMISSION will not preclude or stop COMMISSION from correcting any measurement, estimate, or certificate regarding the percentage completion of the Project, and future payments may be adjusted accordingly. Payment by the COMMISSION shall not constitute the COMMISSION's acceptance of any portion of the Work.

4. Prompt Payment of Subcontractors.

(a) When a subcontractor has satisfactorily performed a work item of the subcontract, the CONTRACTOR must pay the subcontractor for the work item within fifteen (15) calendar days of the CONTRACTOR's receipt of payment from the COMMISSION.

(b) With each progress payment application, the CONTRACTOR shall certify to COMMISSION that the payment application is complete and that all subcontractors have been paid for work covered by previous applications.

(c) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the CONTRACTOR unless and until compliance is achieved; (2) the CONTRACTOR declared to be in default; and/or (3) the CONTRACTOR being declared delinquent, such delinquency being subject to procedures and penalties provided in Subsection 108.08 of the General Provisions.

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IV. CONTRACT COMPLETION REQUIREMENTS

A. Incentive/Disincentive Dates.

Milestone 1 - Interim Completion Date

Milestone 1 has been established as an interim completion date to allow public access and use of at least two lanes of traffic, one in each direction. Milestone 1 shall be defined as the unrestricted use through the Project limits of a minimum cross-section consisting of two (2) twelve-foot (12') travel lanes with six-foot (6') shoulders outside of each travel lane and traffic barriers including signs, striping and other safety features as required by MUTCD (temporary condition) to meet a minimum 45 mph design criteria. Unrestricted use shall mean neither lane closures nor obstructions resulting in less than the two (2) full travel lanes of travel flow will be permitted under any circumstances during the duration of this Project unless specifically directed by the Engineer in writing. Milestone 1 shall be the earlier of February 15, 2007 or the CONTRACTOR Scheduled Milestone 1. (i.e., the date certified in the CONTRACTOR's Proposal)

The CONTRACTOR will be paid an incentive payment of \$100,000 for each calendar day that Milestone 1 is completed before the Milestone 1 date established above. If Milestone 1 is not completed on schedule, the CONTRACTOR will be assessed a Disincentive amount of \$100,000 for each calendar day required to complete Milestone 1 beyond the date as established above. A limit of 65 calendar days or \$6,500,000 total will be the maximum Incentive payment for Milestone 1. **There shall be no maximum disincentive amount.** The Disincentive amount will continue to be assessed until Milestone 1 is completed. **The disincentive assessment will begin no later than February 15, 2007 and will continue to be assessed until Milestone 1 is completed.**

Milestone 2 - Partial Release of Maintenance Date

Milestone 2 shall be the date that all Work on the Project, with the exception of the removal of the existing structure, is partially released of maintenance per Subsection 105.16.1 of the revised General Provisions as determined solely by the COMMISSION. Milestone 2 has been established as a completion date for all Contract Work, with the exception of demolition of the existing structure, allowing public access and use of the final, ultimate bridge cross-section including lighting (navigational and roadway), local roads completed, striping, aesthetics, traffic devices, signing, permanent erosion control measures and approaches. The CONTRACTOR will provide the COMMISSION 24-hour advance written notice of request for Partial Project inspection of the completed portion of the Project. COMMISSION will have 48 hours to complete the inspection of the completed portion of the project. If no deficiencies are found, the incentive date will be at the end of the COMMISSION Project inspection. If deficiencies are found during the inspection, the CONTRACTOR will provide the COMMISSION 24-hour advance notice of another request for a Project inspection. A subsequent inspection of the Project will then be performed on the remaining items within a time not to exceed 48 hours.

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This process will repeat until the Project is partially released of maintenance. Milestone 2 shall be the earlier of September 28, 2007 or the CONTRACTOR's Scheduled Milestone 2 (i.e., the date certified in the CONTRACTOR's Proposal).

The CONTRACTOR will be paid an Incentive payment of \$50,000 for each calendar day that Milestone 2 is completed before the date established above. A limit of 50 calendar days or \$2,500,000 total will be the maximum Incentive payment for Milestone 2.

If Milestone 2 is not completed by the date established above, the CONTRACTOR will be assessed a Disincentive amount of \$50,000 for each calendar day thereafter until Milestone 2 is completed. **There shall be no maximum disincentive amount. The disincentive assessment will begin no later than September 28, 2007 and will continue to be assessed until Milestone 2 is completed.**

The COMMISSION shall deduct the Disincentive assessments provided above from monies due the CONTRACTOR, if sufficient monies are available. Otherwise, the CONTRACTOR shall pay to the COMMISSION the Disincentive assessments. Such payment shall be made to the COMMISSION within 15 days of notice that payment is due.

Milestone 3 - Final Completion Date

Milestone 3 shall be defined as the completion of demolition of the existing structure, as defined by the completion of the final punch list. Upon completion of the demolition of the existing structure, the CONTRACTOR will provide the COMMISSION 24-hour advance written notice of request for Final Inspection. The COMMISSION will have 48 hours to complete the Final inspection. If no deficiencies are found, the Final Completion Date will be at the end of the COMMISSION Final Inspection. If deficiencies are found during the Final Inspection, the CONTRACTOR will provide the COMMISSION 24-hour advance notice of another request for Final Inspection. A subsequent inspection of the Project will then be performed on the remaining items within a time not to exceed 48 hours. This process will repeat until the Project is completed. Milestone 3 shall be the earlier of December 27, 2007 or the CONTRACTOR Scheduled Milestone 3 (i.e., the date certified in the CONTRACTOR's Proposal).

B. Failure to complete on time and Liquidated Damage. Time is an essential element of this CONTRACT and it is important that the work be completed within the time specified. The cost to the COMMISSION for the administration of the CONTRACT, including engineering, inspection and supervision, will increase proportionally as the time required to complete the work is increased. Therefore, the COMMISSION will assess liquidated damages against the CONTRACTOR for each calendar day beyond the Final Completion Date set forth in this RFP. The assessment of liquidated damage shall not be considered a penalty; any damages assessed represent a reasonable estimate of fair compensation for the damage of delay that may reasonably be anticipated from the CONTRACTOR's failure to complete the project within the specified time constraints.

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If the CONTRACTOR fails to meet the Final Completion Date of **December 27, 2007**, or the CONTRACTOR Scheduled Milestone 3 (i.e., the date certified in the CONTRACTOR's Proposal) the COMMISSION will assess liquidated damages in the amount \$7,950.00 **per calendar day** from the earlier of December 27, 2007 or the CONTRACTOR Scheduled Milestone 3(i.e., the date certified in the CONTRACTOR's Proposal) until the date the Final Completion Date is accomplished. **The Liquidated Damages assessment will begin no later than December 27, 2007 and will continue to be assessed each calendar day until the Project is completed.**

Liquidated damages assessments shall be in addition to the Incentive or Disincentive assessments, as applicable and specified herein. The liquidated damage assessments provided above shall be deducted by the COMMISSION from monies due the CONTRACTOR, if sufficient monies are available. Otherwise, the CONTRACTOR shall pay to the COMMISSION the liquidated damages assessments. Such payment shall be made to the COMMISSION within 15 days of notice that payment is due.

V. QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

A. Design Quality Control Requirements. The CONTRACTOR shall prepare and submit for MDOT's approval a Design Quality Control Plan (DQCP) for the Work. The DQCP shall contain complete procedures for the implementation of the DQCP. The DQCP shall include the requirements specified below. The DQCP shall be submitted by the date of NTP for COMMISSION review. No design shall commence until the applicable sections of the DQCP have been approved by the COMMISSION.

1. Design Quality Control Manager. The lead design firm in the CONTRACTOR's organization shall employ a Design Quality Control Manager for the Work and shall provide the name, resume, and references for its proposed Design Quality Control Manager to the MDOT for MDOT approval. The Quality Control Manager shall be a professional engineer licensed by the State of Mississippi with a minimum of 10 years experience in quality management of road and bridge design. The Design Quality Control Manager's responsibilities shall be limited to administering contracts with the independent firms, managing and ensuring CONTRACTOR compliance with the DQCP, and resolution of quality related issues.

2. Documentation. The CONTRACTOR shall maintain records of all independent checking of calculations and independent plan checking performed. These records shall be under the physical control of the Design Quality Control Manager in a form acceptable to the COMMISSION. Bridge design and checking shall be completed in accordance with the COMMISSION's policies.

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3. Reporting Functions. Design Quality Manager shall furnish a monthly quality report. The monthly quality report shall be submitted each month with the request for payment. This monthly report shall include as a minimum:

* Summary of QC activities during the month.

* Quality problems and resolutions.

B. Construction Quality Control Requirements.

CONTRACTOR's Responsibilities. The CONTRACTOR shall be responsible for the items listed below. Work shall not commence until these requirements have been met by the CONTRACTOR.

1. Quality Control Plan (QCP) Construction. The CONTRACTOR shall submit a QCP that outlines how the CONTRACTOR shall assure that the materials and Work are in compliance with the CONTRACT Documents. The initial plan shall be submitted to the COMMISSION for review and approval at least 30 days prior to the beginning of any construction activity.

The plan shall be updated as necessary prior to the start of any specific construction operation. The plan shall include a list of personnel responsible for management and quality control of the Project, and define the authority of each individual. The plan shall also include how the CONTRACTOR will monitor quality and deal with failing materials.

2. Construction QC Manager: The CONTRACTOR shall employ a Construction QC Manager for the Work and shall provide the name, resume, and references for its proposed Construction QC Manager to MDOT for MDOT approval. The Construction QC Manager shall be a professional engineer licensed by the State of Mississippi with a minimum of 10 years experience in quality management of road and bridge construction. The Construction QC Manager's responsibilities shall be limited to managing and ensuring CONTRACTOR compliance with the QCP and CONTRACT documents, and resolution of quality related issues.

3. Personnel: The CONTRACTOR shall provide a sufficient number of qualified personnel to adequately control the quality of the construction of the Project. All personnel responsible for obtaining samples or conducting material testing shall be certified or adequately trained and qualified through the appropriate MDOT certification programs. Training, qualification, and/or certification shall include classroom training, written testing, documented demonstration of proper inspection, sampling and testing procedures, and an on-the-job training period. The CONTRACTOR shall provide the COMMISSION with copies of each individual's training, qualifications, and/or certifications, in resume form, for review and acceptance by MDOT. QC staff including the inspectors and material testers need to thoroughly monitor the Work in progress at all times.

4. CONTRACTOR Testing: The CONTRACTOR is required to conduct concrete and asphalt sampling and testing in accordance with MDOT Standard Specifications for Road and Bridge Construction, MDOT Materials Division Inspection, Testing and Certification Manual

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and the MDOT Special Provision. The CONTRACTOR may elect to conduct other sampling and testing for his own benefit. The cost of these activities will be borne by the CONTRACTOR. Samples of proposed earthwork materials used for borrow excavation, roadway bases, shoulders, or granular backfill shall be provided to MDOT for gradation, optimum moisture, and density determination seven (7) days prior to start of Work.

Requirements for fabrication and inspection of structural steel components are located in Exhibit 2b, Section 2.3 and the Standard Specifications.

5. Testing Laboratories: All testing laboratories used on this Project must be currently AASHTO accredited for the tests being performed and must be approved by MDOT thirty (30) days prior to beginning the portion of Work for which the laboratory will be performing the testing.

6. Mix Designs: Copies of all initial hot-mix asphalt mix designs and Portland Cement Concrete mix designs, along with supporting data, shall be submitted to MDOT for review and approval at least 30 days prior to use. All hot-mix asphalt mix designs will be prepared by a MDOT/MAPA Certified Mix Design Technician. Portland Cement Concrete mix designs will be prepared by a MDOT/MCIA Level III Mix Design Technician. The Portland Cement Concrete mix proportions given in the MDOT Standard Specifications for Road and Bridge Construction, 2004 are to be followed. The CONTRACTOR shall design the mix to obtain the minimum strength and water/cement ratios given in Table 3 of Section 804 of MDOT Standard Specifications for Road and Bridge Construction, and to provide workability, air content, gradation and suitable set times set forth in the Standard Specifications. The Department will be notified of any revisions to the CONTRACTOR's mix design. Copies of such revisions will be sent to MDOT for review and approval at least 14 days prior to use.

7. Documentation: The CONTRACTOR shall maintain current daily records of all quality control operations performed. These records shall be in a form acceptable to the COMMISSION and include a description of Subcontractors and Suppliers working on the Project, the number of personnel working, the weather conditions encountered, any delays encountered, identification of Nonconforming Work, and corrective action taken on current and previous Nonconforming Work. In addition, these records shall include factual evidence that required quality control activities including material testing and inspection have been performed, including but not limited to the following:

- a. Type and number of QC tests performed,
- b. Results of QC tests,
- c. Inspections performed and findings,
- d. Nonconforming Work identified,
- e. Corrective actions taken.

Such records shall address both conforming and Nonconforming Work and shall include a signed statement that all supplies and materials not identified as Nonconforming Work incorporated into the Work fully comply with all requirements of the RFC'd documents and the CONTRACT.

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Complete, legible copies of such records shall be furnished in full to the COMMISSION within three (3) Days of the date of the daily record.

8. Materials Certification: The Construction QC Manager will be responsible for documenting, preparing and certifying all materials meet specifications and issuing the Materials Certification as required by the COMMISSION and the FHWA on federally funded projects.

9. Reporting Functions: In addition to the daily reports required and furnished, the CONTRACTOR shall furnish a monthly quality report. The monthly quality report shall be submitted each month with the request for payment. This monthly report shall include as a minimum:

- * Summary of QC staff on Site during the month.
- * Summary of QC activities during the month.
- * Detailed summary of all tests performed by category.
- * Trend analysis of QC test results.
- * Log of all outstanding unresolved failing tests.
- * Nonconforming Work.
- * Quality problems and resolutions.
- * Summary of Certificates of Compliance.

10. Nonconforming Work: CONTRACTOR shall identify all Nonconforming Work and its extent to the COMMISSION's satisfaction. Nonconforming Work shall be removed and replaced unless the COMMISSION in its sole discretion allows one of the following alternative remedies:

a. Rework. The portion of Work, which is Nonconforming, shall be removed and reworked until it strictly meets all requirements of the RFC documents.

b. Repair. The portion of Nonconforming Work shall be restored to "as new" condition which strictly meets all requirements of the RFC documents.

c. Pay Adjustment. The Lead Design Engineer of Record for the CONTRACTOR shall, upon receiving a request from COMMISSION, evaluate the Nonconforming Work and certify to the COMMISSION that the Nonconforming Work is suitable for the COMMISSION's intended use even though the work does not conform to the CONTRACT requirements. Upon receipt of this written certification, the COMMISSION and the CONTRACTOR may negotiate a reduction in CONTRACT Price. In the event that the COMMISSION and the CONTRACTOR are unable to agree upon the amount of price reduction, the Nonconforming Work shall be removed and replaced.

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No payment will be allowed by the COMMISSION for any Nonconforming Work until such Work is removed and replaced, reworked, repaired, or a pay adjustment has been negotiated and agreed upon by the CONTRACTOR and the COMMISSION.

C. QC Procedures for Construction. The CONTRACTOR shall use COMMISSION established procedures for inspection and material testing to assess the quality of Work and to ensure the quality of the Work meets the quality levels required by the RFC documents and the

CONTRACT. The procedures shall apply to all facets of procurement and construction. The procedures shall be implemented by the CONTRACTOR as QCP Procedures. The procedures shall completely describe all quality control functions including all activities to be performed and shall contain information as specified herein or required by the COMMISSION.

The procedures shall utilize current MDOT publications including but not limited to the Materials Division Inspection, Certification and Testing Manual. The CONTRACTOR shall make the revisions necessary to satisfy MDOT's comments and resubmit within seven (7) Days for MDOT's approval. Once the procedures have been approved by MDOT, no changes to the procedures may be made by the CONTRACTOR without prior written approval by MDOT.

The portion of the procedures for construction shall include as a minimum:

1. A description of the QC organization, including an organization chart showing lines of authority and relationships to other company organizational elements.
2. The name, qualifications, resume, duties, responsibilities, and authorities of each person assigned a QC function.
3. Procedures for preparing, reviewing and presenting submittals, including those of subcontractors, off site fabricators and suppliers, for assuring they conform to CONTRACT requirements.
4. For each individual RFC'd Package the specific tests required, minimum frequency of tests, and test procedures shall be in accordance with Exhibit 13.
5. For each major placement of concrete, 25 cubic yards or more, the CONTRACTOR shall provide the COMMISSION 18 hours notice of the proposed placement of concrete to allow the COMMISSION to complete the Quality Assurance aspects of the job.

D. Uncovering, Removal and Correction of Work. In accordance with Subsection V.B.10 above. The COMMISSION reserves the right to direct the CONTRACTOR to remove and/or uncover portions of the Work for examination. After examination by the COMMISSION, the CONTRACTOR shall restore the Work to the standard required by the RFC documents and the CONTRACT. Should exposed Work fail to meet such standards, the CONTRACTOR shall continue exposing Work until the extent of the Nonconforming Work has been determined to the COMMISSION's satisfaction and then shall remove all such nonconforming Work in its entirety and correctly replace the same. All costs associated with the removal and/or uncovering portions

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of the Work for examination, further removal if required, and restoring Work shall be at the CONTRACTOR's expense. If the Work thus exposed or examined conforms to the requirements of this CONTRACT, uncovering, removing and restoring the Work will be paid for as extra work pursuant to a Change Order. If the Work exposed or examined is Nonconforming Work, uncovering, removing and restoring the Work shall be at CONTRACTOR's expense. No additional time will be allowed for any uncovering, removing and restoring of the Work. The fact that Commission does not discover the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work.

E. Additional Testing. COMMISSION retains the right, but not the obligation, to direct the location and timing of additional testing to be performed at the CONTRACTOR's expense. This additional testing shall be recorded as Owner Directed Testing (ODT) and such testing shall be in addition to that required by the QCP. Such additional testing shall not be used by the CONTRACTOR to meet the minimum frequencies required by the QCP. ODT shall be performed as soon as practical after direction by COMMISSION. However, in no case shall such testing be performed later than two hours after requested by COMMISSION. If after a COMMISSION request for an ODT, CONTRACTOR performs work which makes the ODT more difficult or expensive; removal and subsequent replacement of Work to allow for testing where directed shall be solely at the CONTRACTOR's expense.

F. COMMISSION Inspection. COMMISSION or its duly authorized representative may conduct QA inspections, verification sampling and testing for concrete and hot mix asphalt, all other acceptance testing, and independent assurance testing.

1. Acceptance Testing: COMMISSION personnel assigned to this Project or qualified personnel retained by COMMISSION may conduct sampling and testing, separate from the CONTRACTOR's testing, at the frequencies set forth in MDOT's Standard Specifications for Road and Bridge Construction, Standard Operating Procedures (SOP), and Materials Division Inspection, Testing, and Certification Manual. This testing will be used by COMMISSION to determine the acceptability of the materials. All sampling and testing will be in accordance with existing AASHTO, ASTM, or test methods used by COMMISSION. The cost of these activities will be borne by COMMISSION. The CONTRACTOR is required to coordinate his activities closely with COMMISSION to allow the necessary acceptance testing to be conducted prior to proceeding to the next operation.

2. Independent Assurance Testing: COMMISSION may conduct Independent Assurance Testing. Personnel performing these tests will be MDOT employees or duly authorized and qualified persons retained by COMMISSION. Persons performing these tests will not be involved in Acceptance testing. This testing will be used to ensure that proper sampling and testing procedures are being followed, and that testing equipment is functioning properly. This testing will consist of observing sampling and testing by both COMMISSION and CONTRACTOR personnel, as well as taking split samples for the purposes of comparison testing. Independent Assurance Testing will be at an approximate frequency of one-tenth of the acceptance testing frequency. Independent Assurance test results will not be used for acceptance. The cost of these activities will be borne by COMMISSION.

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G. Inspection and Testing. All materials and every part of the Work shall be subject to inspection and testing by COMMISSION. COMMISSION, FHWA and all COMMISSION duly authorized representatives, shall be allowed access to all parts of the Work and shall be furnished with information and assistance by CONTRACTOR as required to make complete and detailed inspections and to do any testing that such representatives deem appropriate. All inspections and all tests conducted by COMMISSION and/or COMMISSION duly authorized representatives are for the convenience and benefit of COMMISSION.

These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and COMMISSION may reject or accept any Work or materials at any time prior to the Final Acceptance date whether or not previous inspections or tests were conducted by COMMISSION or its duly authorized representatives.

H. CONTRACTOR's Obligation. COMMISSION's testing in no way relieves the CONTRACTOR of its obligation to comply with the CONTRACT requirements. All materials incorporated into the Project must meet or exceed CONTRACT requirements and specifications. Further, any testing by COMMISSION will not relieve CONTRACTOR of any of its warranty obligations.

VI UTILITIES

A. COMMISSION's Responsibilities. COMMISSION will be responsible for initiating coordination with potentially relocated utilities and will establish a Memorandum of Agreement (MOA) with each utility prior to issuing a notice to proceed on the Project. COMMISSION will also bear all direct cost, if any, associated with required utility relocations. The direct cost, including labor, equipment and materials required for each utility relocation shall not be included in the Proposer's price proposal.

B. CONTRACTOR's Responsibility. As part of the Project Scope, the CONTRACTOR shall have the responsibility of coordinating the Project construction with all utilities that may be affected. The CONTRACTOR shall be responsible for identifying the utility affected, coordinating an appropriate relocation, and shall use either the utility's own forces to complete the work or shall complete the work utilizing a contractor approved by the utility. The CONTRACTOR will be responsible for management and coordination of the utility relocation. Cost Estimates in the form of utility agreements shall be submitted to COMMISSION and approved by COMMISSION prior to work commencing on any relocation. CONTRACTOR shall include the cost of utility management in his lump sum contract price. Should the CONTRACTOR encounter a utility with whom the COMMISSION has not obtained a MOA, the CONTRACTOR shall notify COMMISSION in writing immediately. The CONTRACTOR will also keep strict accounting of all labor, except management and coordination, equipment and materials involved in the utility relocation construction and will bill the COMMISSION as a direct expense with no mark-up. The COMMISSION will reimburse the CONTRACTOR for these expenses as authorized extra work.

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For those utilities requiring relocation, the CONTRACTOR shall conform with COMMISSION’s “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.

C. Resolution of Conflicts. The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. No additional compensation (time or dollars) will be allowed for any delays, inconveniences, damage sustained by CONTRACTOR or its subcontractors due to interference from utilities or the operation of relocating utilities. If the CONTRACTOR experiences delays with the Utility companies,

COMMISSION shall be promptly notified and will fully cooperate with the CONTRACTOR in resolving the disputes between the parties.

D. Utilities Meeting. Prior to beginning construction activities the CONTRACTOR shall meet with COMMISSION’s District Utilities Coordinator to gain a full understanding of what is required to relocate each utility.

E. Utility Avoidance and Losses. The CONTRACTOR shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. CONTRACTOR will be responsible for all wastewater discharges and for water loss that occur in association with construction within the right-of-way during the term of the CONTRACT.

F. Parallel Service. CONTRACTOR will maintain parallel service through-out any utility relocation construction. CONTRACTOR will ensure that major service interruptions are avoided.

G. Coordination. The CONTRACTOR shall initiate early coordination with all utilities and provide the utility companies with design plans for their use in developing Relocation Sketches as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. If a party other than the utility company prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.

H. Documentation. The CONTRACTOR shall be responsible for collecting and submitting to COMMISSION the following from each utility company that is located within the Project limits:

1. **Relocation Sketches;**
2. **Utility Agreements** including cost estimate and relocation plans for all affected utilities in accordance with the terms of the executed MOA’s;
3. **Letters of “no conflict”** where the company’s facilities will not be impacted by the Project.

The CONTRACTOR shall assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that COMMISSION may approve the submittals with minimal review. The CONTRACTOR shall ensure that there are no

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conflicts with the proposed highway improvements, or between each of the utility companies' relocation plans. The CONTRACTOR shall not begin their relocation work until authorized in writing by COMMISSION.

I. Certification. At the time the CONTRACTOR notifies COMMISSION that the Project has reached Final Completion, the CONTRACTOR shall certify to COMMISSION that 1) all utilities have been identified 2) that the utilities have been relocated as necessary, and 3) any related claims have been satisfied or will be satisfied by the CONTRACTOR.

J. Utility As-Builts. The CONTRACTOR shall accurately show the final location plan and profile of all utilities on the as-built drawings for the Project.

VII. RIGHT OF WAY (ROW) ACQUISITION

The COMMISSION has obtained all necessary rights-of-way and/or legal Right of Entry in accordance with 49 CFR Part 24. The Project shall be designed and constructed in such a manner to stay with the existing right-of-way. However, should the CONTRACTOR request additional right-of-way, such requests shall be submitted and considered as a Value Engineering Proposal.

CONTRACTOR should refer to Special Provisions for any right of way restricted areas.

VIII. PERMITS

COMMISSION expects to receive, prior to NTP, the following permits: U.S. Army Corps of Engineers 401/404 and Water Quality Certification (Section 10). The U.S. Coast Guard bridge permit will be dependent on the CONTRACTOR'S design submittal (refer to Exhibit 2b, Section 4.1). COMMISSION will coordinate securing the U.S. Coast Guard bridge permit. Copies of the permits when available will be furnished to the CONTRACTOR.

COMMISSION has a signed Categorical Exclusion for the Project (refer to Exhibit 18) from the FHWA.

The CONTRACTOR shall procure all required permits for completion of the Project, including but not limited to Federal Aviation Administration permit, U.S. Coast Guard operational permit, and NPDES. All necessary modifications or extensions to the CONTRACTOR obtained permits shall be the CONTRACTOR's responsibility. The CONTRACTOR shall comply with all local, state and federal permitting requirements. Regarding any permit or license that must be obtained in the name of the COMMISSION or MDOT, CONTRACTOR shall perform all functions within its power to obtain the permit, and MDOT will fully cooperate in this effort and perform any functions that must be performed by MDOT.

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IX. ENVIRONMENTAL COMPLIANCE

A. Compliance with Environmental Commitments.

CONTRACTOR shall comply with all Environmental commitments and requirements including, but not limited to, the following:

1. Compliance with the provisions of all environmental permits applicable to the Project, including any restrictions and agreements specifically agreed to or entered into by the COMMISSION in obtaining permits for the Project, as shown in Exhibit 17;
2. Compliance with those stipulations and conditions under which COMMISSION and/or MDOT received approval of the Environmental Document(s) and any modifications resulting from the re-evaluation of that document(s) as shown in Exhibit 12;
3. Compliance with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of carrying out this CONTRACT;
4. Carrying out all necessary social, economic, and environmental studies required by regulatory authorities in the course of construction; and
5. Updating or extending approved permits obtained by the CONTRACTOR.

The CONTRACTOR shall bear the cost and responsibility of resolving any deviations among the Right of Way limits, drawings or other information included in the permits that would violate the intent or spirit of the permits. Any proposed changes within the permitted areas shall be coordinated with MDOT's Environmental Division.

B. Design Phase: All plans and design are to be prepared in accordance with all of the environmental commitments/requirements outlined in Exhibit 12 of this CONTRACT and the MDOT Commitments to Environmental Excellence (“gold sheets”) contained within the Approved Environmental Document. The Lead Design Engineer shall assure the Department that all plans and design have been prepared in accordance with all of the environmental commitments/requirements by certified letter at the RFC submittal.

C. Preconstruction Conference(s): CONTRACTOR shall conduct one (or more, if appropriate) pre-construction conference(s) prior to any construction activity to discuss environmental and permitting issues, which conference shall include all subcontractors, and, to the extent feasible, representatives from the U.S. Army Corps of Engineers, the Mississippi Department of Health and Environmental Control Water Quality Division, the Federal Highway Administration, CONTRACTOR, COMMISSION and others as deemed necessary.

D. Construction Phase: The CONTRACTOR shall be responsible for compliance with all of the environmental commitments/requirements outlined in Exhibit 12 of this CONTRACT and the MDOT Commitments to Environmental Excellence (“gold sheets”) contained within the Approved Environmental Document. The commitments/requirements shall be complied with

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during all phases of construction activities. Upon completion of the work, the CONTRACTOR shall certify that all construction activities have complied with all of the environmental commitments/requirements. The COMMISSION will have the authority to suspend all Work for non-compliance with the environmental commitments/requirements.

E. Protection of Archeological and Paleontological Remains and Materials:

1. When archeological or paleontological remains are uncovered, the CONTRACTOR shall immediately halt operations in the area of the discovery and notify MDOT.

2. Archeological remains consist of any materials made or altered by man which remain from past historic or prehistoric times (*i.e.* older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or not recent (*i.e.* older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.

3. The COMMISSION will have the authority to suspend the Work for the purpose of preserving, documenting, and recovering the remains and materials of archeological and paleontological importance for the State. The CONTRACTOR shall carry out all instructions of COMMISSION for the protection of archeological or paleontological remains, including steps to protect the Site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff.

4. The CONTRACTOR's CONTRACT Time and or CONTRACT Price shall be adjusted to the extent the CONTRACTOR's cost and/or critical path time of performance have been adversely impacted by the presence of archeological or paleontological remains.

X. HAZARDOUS MATERIALS.

A. Survey and Strategy for Remediation. The CONTRACTOR, using a licensed Environmental Consulting Firm, shall perform a survey(s) to identify and determine the extent of and develop a strategy for the remediation of Hazardous substances, wastes, or chemicals on the Project. The CONTRACTOR shall furnish MDOT a copy of the survey results and remediation plan and obtain MDOT approval. This approval shall be obtained before the CONTRACTOR commences construction activities.

B. CONTRACTOR Responsibilities. The CONTRACTOR is responsible for handling, storage, remediation, or disposal of any materials, wastes, substances and chemicals deemed to be hazardous under applicable state or federal law, (hereinafter "Hazardous Substances") encountered at the Site which were known or should have been known at the time of submission of the remediation plan or introduced to the Site by CONTRACTOR or any of its agents. Upon encountering any Hazardous Substances, the CONTRACTOR shall stop Work immediately in the affected area and duly notify the COMMISSION and, if required by state or federal law, all government or quasi-government entities with jurisdiction over the Project or Site.

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C. COMMISSION Responsibilities. Upon receiving notice of unidentified Hazardous Substances, the COMMISSION will take necessary measures required to ensure that the Hazardous Substances are remediated or rendered harmless. Such necessary measures will include the COMMISSION either (i) retaining qualified independent firm or (ii) negotiating a change order with the CONTRACTOR.

D. Resuming Work. The CONTRACTOR shall resume Work at the affected area of the Project only after written notice from the COMMISSION in the case of Hazardous Substances unidentified in the remediation plan that the (i) Hazardous Substances have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project.

E. CONTRACT Price. The survey, remediation plan, and work required under the remediation plan shall be included in the CONTRACT price. The CONTRACTOR's CONTRACT Price and/or CONTRACT Time shall be adjusted to the extent that CONTRACTOR's cost and/or critical path time of performance has been adversely impacted by the presence of unidentified Hazardous Substances unidentified in the remediation plan.

F. Indemnification. COMMISSION is not responsible for Hazardous Substances actually brought to the Project by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable. COMMISSION is not responsible for negligent or willful acts by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be responsible or are liable relating to Hazardous Substances found at the Site. CONTRACTOR shall indemnify, defend and hold harmless COMMISSION and MDOT's officers, directors, employees and duly appointed representatives from and against all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses arising out of or resulting solely from those Hazardous Substances actually brought to the Project or negligent or willful acts relating to Hazardous Substances, or both by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable.

XI. DEMOLITION, REMOVAL & DISPOSAL OF STRUCTURES.

CONTRACTOR shall be responsible for the demolition, removal and disposal of all structures and their appurtenances within COMMISSION Right of Way for the Project. Limits of removal of the Bay Bridge are located in Exhibit 2b, Section 1.4.4. Removal shall also include all structures acquired by COMMISSION for the Project. All necessary permitting shall comply with Article VIII. Handling and disposal of Hazardous Substances shall be in accordance with Article X. of the CONTRACT.

XII. FORCE MAJEURE

Delays or failures of performance shall not constitute breach of the CONTRACT if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of the COMMISSION or the CONTRACTOR, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of

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facilities; compliance with any order or request of any governmental authority other than the COMMISSION or a party in privity with it; Acts of War; rebellion or sabotage or damages resulting there from; fires, floods, hurricanes, explosions, or extraordinary accidents; riots or nationwide strikes or other concerted acts of workman, whether direct or indirect, encountering rare or endangered species or any similar causes, which are not within the control of the COMMISSION or the CONTRACTOR respectively, and which by the exercise of reasonable diligence, the COMMISSION or the CONTRACTOR are unable to prevent. Any expense attributable to such occurrence shall not entitle the CONTRACTOR to an adjustment in the CONTRACT Price. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the critical path time lost due to any delay so caused.

XIII. WARRANTY

A. CONTRACTOR's Responsibilities. The CONTRACTOR warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. The CONTRACTOR warrants that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by the COMMISSION and that the construction shall conform to the CONTRACT requirements. The CONTRACTOR agrees to promptly correct, at its own expense, any and all defects or deficiencies in materials and workmanship that appear prior to and during a period of two (2) years after satisfactory completion of Milestone 2 requirements as defined in Article IV. This shall include all plant materials (*i.e.* aggregate, concrete, etc.). The CONTRACTOR shall promptly perform, at the written request of the COMMISSION made at any time within the two (2) year period, all steps necessary to satisfy the foregoing warranty and correct any element of the Project or the Services that is defective or does not reflect such standards of care and diligence. The cost of such corrective services shall be the CONTRACTOR's responsibility.

The warranty period begins upon the final inspection as documented in writing in accordance with Section 105.16.2 of the General Provisions. With respect to any component that is repaired or replaced pursuant to this warranty, the warranty period of that component shall be the longer of one year from repair or replacement of the component or the remainder of the original warranty period.

B. Warranty Transfers. The CONTRACTOR shall take all steps necessary to transfer to the COMMISSION any manufacturer's or other third-party's warranties of any materials or other services used in the construction of the Project.

C. Warranty Guarantee and One Year Extension. The CONTRACTOR guarantees the performance of all expansion joints and all bearings on all structures for two (2) years from satisfactory completion of Milestone 2 requirements. If an expansion joint or bearing fails to perform properly for any reason, including but not limited to normal wear and tear, the CONTRACTOR shall replace the failed expansion joint or bearing at no cost to the COMMISSION. With respect to any component that is repaired or replaced pursuant to this

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warranty, the warranty period of that component shall be the longer of one year from repair or replacement of the component or the remainder of the original warranty period.

D. Repair of Defects. The CONTRACTOR will repair and warranty any covered defect in a timely manner. Should the CONTRACTOR fail to respond to written notification from the COMMISSION or its duly appointed representative and repair an item within 90 days, the COMMISSION may have the repairs made and all charges shall be billed to the CONTRACTOR for payment. This failure to respond clause may be implemented within 24 hours for emergency repairs.

XIV. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless the COMMISSION and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the COMMISSION or said parties may be subject, except that neither the CONTRACTOR nor any of its agents or sub-contractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents or employees.

The CONTRACTOR's obligation to indemnify, defend, and pay for the defense, or at the COMMISSION's option, to participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien or suit and related settlement negotiations shall be initiated by the COMMISSION's notice of claim for indemnification to the CONTRACTOR. The CONTRACTOR's evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify the CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage elsewhere herein.

XV. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. DBE Goal. The DBE goal on this Project is five (5%) percent of the CONTRACT Price. The CONTRACTOR shall comply with the requirements of the Instructions to Proposers - DBE Requirements included in the RFP as Attachment B and the Supplemental Specifications entitled "Disadvantaged Business Enterprises (DBE) – Federal Projects" attached hereto as Exhibit (14)(b). The CONTRACTOR shall be responsible for ensuring that the DBE's listed on the committal sheets, refer to form OCR 481, 484 and 485, and perform the items of work for which they are listed in accordance with the requirements of 49 CFR part 26.

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B. Monthly Subcontractor Expenditure Records. The CONTRACTOR shall provide the COMMISSION a monthly report showing amounts paid to subcontractors on the Project. The report shall provide a running total of amounts paid to subcontractors on the Project, including the name of each subcontractor paid, the amount paid to each in that month, and the cumulative amount paid to each as of the date of the report. The report shall also indicate whether the subcontractor is a DBE or non-DBE firm.

C. Right to Audit. The COMMISSION, the FHWA or duly authorized representatives thereof will have the right to audit all documentation regarding DBE participation in the Project.

D. Nondiscrimination. The CONTRACTOR, or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this CONTRACT. Failure by the CONTRACTOR to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy, as the COMMISSION deems appropriate.

XVI. RECORD RETENTION

The CONTRACTOR shall maintain the following documents for a period of three (3) years after Final Completion:

1. All CONTRACTOR sampling and testing reports;
2. Daily Diaries (substantially in the form of MDOT's form CSD-120);
3. Any other documents required to be retained in accordance with the Quality Control Plan.

During the three (3) year retention period, the COMMISSION, the FHWA or duly authorized representatives thereof will be granted access to those documents upon reasonable notice. At any time during the period, the COMMISSION will have the option of taking custody of the documents. The CONTRACTOR shall obtain a written release from the COMMISSION prior to destroying the records after the three (3) year retention period.

4. Digital imagery will be the responsibility of the CONTRACTOR. Specifications of two (2) eight (8) megabit digital cameras, lens, video equipment and photograph frequency are provided in Special Provision 622-1.

XVII. AS-BUILTS

A. CONTRACTOR Responsibilities. In addition to those documents set forth elsewhere in this CONTRACT, the CONTRACTOR shall provide to the COMMISSION prior to Final Acceptance a complete set of as-built drawings. As-built plans consist of the final version of the design plan CADD (Microstation) drawings, and Geopak files and TIFF files that incorporate all changes, including any adjustments, relocations, additions and deletions that occurred during

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construction. The CONTRACTOR shall certify that the as-built plans are a true and correct representation of the Work as constructed.

B. Plan Revision Box. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include: the initiator of the revision, a brief explanation of the nature of the revision, and acceptance and approval from CONTRACTOR with associated dates.

C. Contents. In addition to the revisions that incorporated changes during construction, the as-built plans shall include the following information gathered during construction:

1. The final profile of each bridge constructed. The profile shall include the elevation along the centerline and a line three feet inboard of each gutter line. Points on the profile shall be taken at no greater than 25-foot intervals and shall include the beginning and end of each span.

2. If any structure has pile foundations, information concerning the pile driving operation shall be listed to include pile and driving equipment data, final pile bearing, elevation of pile tip when plan bearing was obtained, final pile tip elevation, penetration into the ground, and Pile Driving Analysis or Wave Evaluation Analysis Program data. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.

3. If any structure has drilled shaft foundations, information concerning the installation of the shaft shall be listed to include the drilled shaft report. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.

4. The final location of all existing and relocated utility lines and electrical conduit lines & structures that are within the right-of-way.

5. The final location of all pipes, culverts, and drainage structures.

D. Submission Requirements. As-built plans shall be submitted as two full size (36 inch x 22 inch) bond paper copies and one half-scale (18" x 11") bond paper copy and one copy on compact disc in a format acceptable to COMMISSION. The levels and symbology of the as-built CADD drawings shall conform to COMMISSION standard levels and symbology used to develop the design drawings for the Project, Exhibit 8.

XVIII. DISPUTE RESOLUTION

A. Notice of Requests for CONTRACT Adjustments and Relief.

If either the COMMISSION or the CONTRACTOR believes that it is entitled to relief from the other for any event arising out of or related to the Project, it shall provide written notice to the other party of the basis for its claim for relief. If possible, notice shall be made prior to incurring

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any cost or expense. In addition, notice shall be in accordance with any specific notice requirements contained in the applicable sections of the CONTRACT Documents.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed seven (7) days, after the occurrence giving rise to the claim for relief or after the claimant reasonably should have recognized the event or condition giving rise to the request, whichever is later.

Notice of Request for CONTRACT Adjustments and Relief shall include sufficient information to advise the other party of the nature of the claim for relief, including, but not limited to, the following:

1. the date of the claim;
2. the nature and circumstances which caused the claim;
3. the CONTRACT provisions that support the claim;
4. the estimated cost, if any, of the claim and how that estimate was determined; and
5. an analysis of the schedule showing any schedule change, disruption, and any adjustment of the CONTRACT time.

If the claim is continuing, the party seeking relief shall supplement this information in a timely manner.

B. Dispute Avoidance and Resolution.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other so as to avoid and/or minimize disputes. If disputes arise, the COMMISSION and the CONTRACTOR each commit to resolving same in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions.

Upon receipt of the Notice of Request for CONTRACT Adjustments and Relief by either party, the COMMISSION duly authorized representative(s) shall meet with the CONTRACTOR's designee(s) as soon as is conveniently possible, but in no case later than thirty (30) days after the Notice is received. Prior to this meeting, the parties will exchange relevant information that will assist in resolving the dispute. In addition, the FHWA shall be provided a full and meaningful opportunity to participate in this and any effort(s) to resolve contractual disputes.

If, after this meeting, the dispute cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute to a Dispute Review Board (DRB) for mediation, prior to requesting arbitration or filing suit. The DRB shall consist of three (3) members and shall be selected within ten (10) days of the final execution of the CONTRACT Documents. The

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COMMISSION and the CONTRACTOR will each choose a member, and those two (2) members will jointly select a third member.

In addition to being available when disputes arise, the DRB shall meet regularly (no less than quarterly) throughout the course of the Project. The purpose of the regular meetings shall be to allow the parties to inform the members of the DRB regarding the progress of the Project and related issues.

When disputes are submitted to the DRB, a mediation shall occur at a location agreed upon by the parties and shall proceed in a manner agreed upon by the parties or, in the absence of such an agreement, as dictated by the DRB. The DRB shall issue a non-binding report within seven (7) days of the conclusion of any mediation. This report shall be sent via certified mail to the parties and the FHWA. The cost of any mediation or other services performed by the DRB shall be shared equally between the COMMISSION and the CONTRACTOR.

C. Arbitration

If the above procedures fail to produce an agreeable resolution, either party may request arbitration of all claims and disputes and other matters arising from this CONTRACT, or the failure or refusal to perform the whole or any part thereof. Any request for arbitration shall be written and shall be sent to the other party and the FHWA via certified mail. All unresolved claims and disputes arising from this CONTRACT must be brought in a single arbitration hearing, to be conducted within the State of Mississippi.

The COMMISSION and the CONTRACTOR agree that any arbitration may be joined or consolidated with any arbitration involving any other person or entity necessary to resolve the disputed claim(s) or substantially involved in or affected by such disputed claim(s). Both the COMMISSION and the CONTRACTOR agree to include appropriate provisions in all contracts executed in connection with the Project to require joinder or consolidation of the entities with whom the contracts are entered.

In the case of arbitration of claim(s) that total \$100,000.00 or less, the arbitration shall be submitted to the State Highway Arbitration Board, as provided in the Mississippi Code Annotated, Section 65-2-1, *et seq.* (Supp. 2001).

In the case of arbitration of claim(s) that total more than \$100,000.00, the following procedures shall apply, as supplemented by written agreement of the parties and applicable Mississippi law, including but not limited to the applicable provisions of Sections 11-15-107, 11-15-111 through 11-15-119 and 11-15-123 of the Mississippi Code Annotated (Supp. 2003).

1. An Arbitration Panel of three arbitrators shall consider the claim(s). The COMMISSION and CONTRACTOR shall each select one arbitrator within seven (7) days of receipt of the written request for arbitration. These two (2) appointed arbitrators shall jointly select a third member of the Arbitration Panel. If the appointed members of the Arbitration Panel are unable to select a third member within seven (7) days after the COMMISSION and CONTRACTOR

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have identified the appointed members, then the COMMISSION and CONTRACTOR shall have three (3) days to make different appointments to the Arbitration Panel. This process shall continue until a three-member panel is obtained, unless another selection process is agreed upon in writing by the parties.

2. No member of the DRB may serve in the capacity of arbitrator.

3. The arbitration award shall include reasonable attorneys' fees and expenses incurred by the prevailing party or a reasonable apportionment thereof, in the event both parties present meritorious claim(s) for arbitration.

4. The decisions of the Arbitration Panel on disputed claim(s) shall be binding. Disputes submitted to the State Highway Arbitration Board shall be governed by the applicable State Statutes. Judgment may be entered upon the arbitration decision in accordance with applicable law by any state court in Mississippi having jurisdiction thereof. Both COMMISSION and the CONTRACTOR agree to abide by the arbitration decision and to waive any right(s) to proceed in the courts on any disputed claim(s). The only exception to this waiver shall be in the case of allegations of fraud, collusion, and/or misconduct on the part of the arbitrators.

D. Duty to Continue Performance.

Unless provided to the contrary in the CONTRACT Documents or subsequent amendments thereto, CONTRACTOR shall continue to perform the work and the COMMISSION shall continue to satisfy its payment obligations to CONTRACTOR, pending final resolution of any dispute or disagreement between the COMMISSION and the CONTRACTOR.

XIX. RELATIONSHIP OF THE PARTIES

The relationship of the CONTRACTOR to the COMMISSION is that of an independent contractor, and said CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The CONTRACTOR will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The COMMISSION executes all directives and orders through the Mississippi Department of Transportation. All notices, communications and correspondence between the COMMISSION and the CONTRACTOR shall be directed to the Project Director and COMMISSION designated agents shown in Section XXI.

The term MDOT and COMMISSION as used in the Contract may be interchanged as appropriate.

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XX. ORGANIZATIONAL CONFLICTS OF INTEREST

The Proposer’s attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organization conflicts of interest. Subsection 636.103 defines “organizational conflict of interest” as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposer shall provide information concerning potential organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of its chief executives, directors, key individuals for this Project, or any proposed consultant, contractor or subcontractor may result, or could be viewed as, an organizational conflict of interest.

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to, URS Corporation (URS) or Ocean Engineering Associates, Inc (OEA). Such persons and entities are prohibited from participating in a Proposer organization relating to the Project.

The Proposer agrees that, if after award, an organizational conflict of interest is discovered, the Proposer must make an immediate and full written disclosure to MDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the Design-Build contract for the Project. If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, MDOT may terminate the contract for default.

MDOT may disqualify a Proposer if any of its major participants belong to more than one Proposer’s organization.

XXI. GENERAL PROVISIONS

A. Laws. This CONTRACT shall be governed by and interpreted in accordance with the substantive laws of the State of Mississippi.

B. Headings and titles. Headings and titles of the various parts of this CONTRACT are for convenience of reference only and shall not be considered in interpreting the text of this CONTRACT. Modifications or amendments to this CONTRACT must be in writing and executed by duly authorized representatives of each party.

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C. Severability. To the extent that this Contract may be construed as to any portion to be violative of any State, Federal or local ordinance, statute, law or executive order, now or in the future the balance hereof shall remain in full force and effect.

D. Written Notices. All deliveries and notices pertaining to this CONTRACT shall be in writing and, if to COMMISSION, will be sufficient when sent registered or certified mail to MDOT addressed as follows:

Mr. Harry Lee James, P.E.
Deputy Executive Director/Chief Engineer
Attention: Document Control Center
Mississippi Department of Transportation
Post Office Box 1850
Jackson, Mississippi 39215-1850

All notices to CONTRACTOR shall be sufficient when sent express mail to CONTRACTOR addressed as follows:

Project Director

E. Understanding. The CONTRACT Documents set forth the full and complete understanding of the parties as of the Effective Date defined herein, and supersede any and all agreements and representations made or dated prior thereto.

F. Representatives. The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies within respect to the Work shall be exclusively those expressly set forth in this CONTRACT.

G. Failure to Enforce. In no event shall any failure by either party hereto to fully enforce any provision to this CONTRACT be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

H. CONTRACT Rights. Nothing in this CONTRACT is intended to create any CONTRACT rights for any party other than the COMMISSION and CONTRACTOR, nor are any third-party beneficiary rights intended to be created hereby.

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XXII. AUTHORITY

We the undersigned do hereby certify that we have authority to execute this Contract for and on behalf of the entity listed below.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of the Effective Date defined herein. The Effective Date is defined as the date signed by the Executive Director on behalf of Mississippi Department of Transportation.

MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH THE DULY
AUTHORIZED EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____
LARRY L. "BUTCH" BROWN
Executive Director

Date: _____

Book _____, Page(s) _____

CONTRACTOR

By: _____

Title: _____

Date: _____

Attested: _____

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CERTIFICATION OF CONTRACTOR

I hereby certify that I am the duly authorized representative of the CONTRACTOR and that neither I nor the above CONTRACTOR have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this CONTRACT;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT except as here expressly stated (if any);
- (d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted Proposal.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

CONTRACTOR

By: _____

Date: _____

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CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Deputy Executive Director/Chief Engineer of the Mississippi Department of Transportation (MDOT) of the State of Mississippi and that the above CONTRACTOR or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Date: _____

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

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

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

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

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

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

SMSA Counties:

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

Non-SMSA Counties:

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

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

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

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

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

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

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be

contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor

or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees:

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

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

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

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize

trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic,

watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

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

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

V. **STATEMENTS AND PAYROLLS**

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

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

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

2. **Payrolls and Payroll Records:**

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

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

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including

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

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

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

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

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

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

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

VI. **RECORD OF MATERIALS, SUPPLIES, AND LABOR**

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

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and

Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

SUPPLEMENT TO FORM FHWA-1273

DATE: 6/15/94

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

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

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

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

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

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS030027 dated 6/13/2003.

AREA 6A - COUNTIES

HANCOCK, HARRISON AND JACKSON

<u>PAYROLL CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
100	Air Tool Operator (Jack Hammer/Air Comp.)	\$6.25
105	Asphalt Raker	6.25
108	Mason Tender (Cement Mason Helper)	7.50
110	Carpenter	8.67
120	Cement Mason (Finisher)	8.33
130	Electrician	12.00
131	Mechanic (Heavy Equipment)	9.68
135	Oiler-Greaser	6.55
140	Form Setter	7.00
145	Grade Checker (Asphalt Crew)	7.35
150	Ironworker, Reinforcing (Tie Steel)	12.36
155	Ironworker, Structural	13.89
160	Laborer, Unskilled	5.77
165	Pipelaye	7.45
175	Painter (Structural Steel)	5.43
180	Piledriverman	7.50
185	Truck Driver (All Types)	6.14
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	10.14
 <u>POWER EQUIPMENT OPERATORS</u>		
205	Aggregate Spreader Operator	7.31
212	Asphalt Broom (Sweeper) Operator	5.63
214	Asphalt Paving Machine/Spreader Operator	7.50
215	Asphalt Distributor Operator	6.40
216	Asphalt Plant Operator	6.31
220	Backhoe (Shovel) Operator	7.67
225	Bulldozer Operator	8.40
235	Concrete Finishing/Curing Machine Operator	8.45
240	Concrete Paving Machine Operator (Spreader)	8.97
250	Concrete Saw Operator	8.56
255	Concrete Breaker/Hydro-Hammer Operator	8.24
270	Loader (All Types)	7.75
275	Milling Machine Operator	10.75
280	Mixer Operator (All Types)	8.12
285	Motor Patrol (Grader) Operator	9.10
290	Mulcher Machine Operator	5.33
295	Earth Auger Operator	8.50
300	Piledriver Machine Operator	8.13
305	Roller Operator (Self-Propelled)	6.26
310	Scraper Operator (All Types)	6.83
315	Striping Machine Operator	7.63
320	Tractor Operator (Track Type)	6.83
325	Tractor Operator (Wheel Type)	5.96
330	Trenching Machine Operator	8.88
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	9.47
365	Guardrail Post Driver	8.57

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

RFP Attachment "B" Addendum 1

S E C T I O N 9 0 3

PERFORMANCE BOND

CONTRACT BOND FOR:

LOCATED IN THE COUNTY OF:

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we,

_____ Principal, a

residing at _____ in the State of

and

residing at _____ in the State of

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of

(\$ _____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the ____ day of _____ A.D. _____.

RFP Attachment "B" Addendum 1

The conditions of this bond are such, that whereas the said

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of ____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefore, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden

_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefore, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et

RFP Attachment "B" Addendum 1

seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____
A.D. _____.

(Contractors) Principal

Surety

By _____

By _____
(Signature) Attorney in Fact

Title _____
(Contractor's Seal)

(Name and Address of Local (Mississippi) Representative)
(Surety Seal)

RFP Attachment "B" Addendum 1

S E C T I O N 9 0 3

PAYMENT BOND

CONTRACT BOND FOR:

LOCATED IN THE COUNTY OF:

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we,

_____ Principal, a

residing at _____ in the State of

and

residing at _____ in the State of

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of

(\$ _____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D. _____.

RFP Attachment "B" Addendum 1

The conditions of this bond are such, that whereas the said

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of ____ day of _____ A.D.

_____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden

_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefore, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive

RFP Attachment "C" Addendum 1

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following Proposal is made on behalf of _____
_____ of _____

_____ for constructing the following designated Project(s) within the time(s) hereinafter specified.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the Special Provisions and Notice(s) to Proposers attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Specifications, including the Special Provisions and Notice(s) to Proposers, herein, and have personally examined the site of the Work. On the basis of the Specifications, Special Provisions, Notice(s) to Proposers and Contract Documents, I (we) will furnish all necessary items to successfully complete the Project.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached Contract as soon as the Work is awarded to me (us), and to begin and complete the Work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached Contract bond in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

RFP Attachment "C" Addendum 1

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total price proposed** and hereby agree that in case of my (our) failure to execute the Contract and furnish bond within Ten (10) days after notice of award, the amount of this check (proposal guarantee bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the Contract as proposed. It is understood that in case I am (we are) not awarded the Work, the check will be returned as provided in the Specifications.

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____
and the names, titles and business addresses of the executives are as follows:

President

Address

Secretary

Address

Treasurer

Address

Design-Build for reconstruction of US 90 Bridge across St. Louis Bay and approaches in Hancock and Harrison Counties, Mississippi.

I (We) agree to complete the entire project with the specified contract time.

***** SPECIAL NOTICE TO BIDDERS ******

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

REF NO	PAY ITEM NO.	ADJ CODE	APPROX QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
			1	Lump Sum	Design and Construct the replacement of US 90 Bridge across St. Louis Bay in accordance with the contract documents including contractor selected bridge railing	\$	- 00	\$	- 00

Additional Information for Outside Bridge Railings

Contractor shall provide information on approximate quantity and unit price for each outside bridge railing proposed

REF NO	PAY ITEM NO.	ADJ CODE	APPROX QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
				Linear Foot	Proposed Contractor Bridge Railing A	\$	- 00	\$	- 00
				Linear Foot	Proposed Contractor Bridge Railing B	\$	- 00	\$	- 00
				Linear Foot	Proposed Contractor Bridge Railing C	\$	- 00	\$	- 00

TOTAL BID \$ -

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 696 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____

3. A joint venture with a Small Business (DBE/WBE): Yes _____

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

RFP Attachment "D" Addendum 1

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Proposer ____, proposed Subproposers ____, hereby certifies that it/theyhe has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that it has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

OCR-481
REV. 10/11/01

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI**

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER: _____ COUNTY: _____
 NAME OF DBE FIRM: _____ RACE CONSCIOUS RACE NEUTRAL
 ADDRESS: _____

A	B	C
REFERENCE NUMBER OF ITEMS	PER CENT WORK SUBCONTRACTED, (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED, MANUFACTURED OR SUPPLIED)
TOTAL		
PERCENT OF TOTAL BID		

***** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE *****

SIGNATURE OF DBE**SIGNATURE OF PRIME**

RECEIVED BY MDOT: _____

DATE APPROVED BY MDOT: _____

APPROVED BY: _____

PRIME CONTRACTOR

SUBMITTED BY

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LIST ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF ____%.

INSTRUCTIONS

1. SUBMIT THIS FORM TO CONTRACT ADMINISTRATION DIVISION NO LATER THAN THE TENTH CALENDAR DAY AFTER THE OPENING OF THE BIDS.
2. 60% CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN "C".
4. IF THE DBE FIRM PERFORMS "ALL OF THE WORK" PERTAINING TO A SUBCONTRACTED ITEM ENTER 100% IN COLUMN "B".
5. IF THE DBE FIRM PERFORMS "A PORTION OF THE WORK" PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN "B". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

RFP Attachment "F" Addendum 1

OCR-485
REV. 10/02

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI**

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to Contract Administration as a part of your proposal package. If this form is not included as part of the proposalbid packet, your proposalbid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the proposalbid package.

RFP Attachment "G" Addendum 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DEBARMENT

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____
of _____
(Title)

_____ do hereby certify
under _____
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

Proposer
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive proposing/bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

RFP Attachment "G" Addendum 1

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

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Proposer further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The Proposer further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ Signature

RFP Attachment "G" Addendum 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DEBARMENT

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____
_____,

(Name of person signing certification)

individually, and in my capacity as _____
of

(Title)

_____ do hereby certify
under

(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

Proposer

(Name of Firm, Partnership, or Corporation)

on Project No.

in _____ County(ies), Mississippi, has not
either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken
any action in restraint of free competitive proposing in connection with this contract; nor have any of its
corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal
owners, managers, auditors and others in a position of administering federal funds:

- e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- f) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- g) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

RFP Attachment "H" Addendum 1

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

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Proposer further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The Proposer further certifies, to the best of his or her knowledge and belief, that:

- 3) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____
Signature

RFP Attachment "I"- Addendum 1

CONTRACTOR'S SCHEDULE CERTIFICATE

State of _____

County of _____

_____, hereinafter denoted as CONTRACTOR, does hereby certify that it has the labor, material and equipment resources needed and shall perform the Work described in the Project Scope on or before the dates specified below:

(As a minimum, each milestone in the Contract must be addressed.)

Further, CONTRACTOR hereby certifies that the Schedule as submitted complies with all applicable Contract requirements and is the only schedule the CONTRACTOR shall use to complete all Work described in the Project Scope.

Further, CONTRACTOR hereby agrees that attainment or non-attainment of the Milestones stated above shall be the measure of performance for incentive payment, disincentive assessment, and/or liquidated damages assessment as provided in the Section 902 Contract (Paragraph IV - p 18 , 19).

Witness our signature this the _____ day of _____, 200__

Contractor

Exhibit 2a
St. Louis Bay Bridge

ROADWAY DESIGN CRITERIA

ADDENDUM 1

November 30, 2005

Exhibit 2a
St. Louis Bay Bridge

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Exhibit 2a

St. Louis Bay Bridge

Section 1. Design Criteria

Hurricane Katrina destroyed the existing 1.9-mile US 90 Bridge across Saint Louis Bay. This project consists of the design and construction of a new high-rise four (4) lane bridge on nearly parallel alignment, associated roadway, lighting, asphalt overlay, and removal of portions of the existing pavement, and removal the existing bridge and debris.

The project will begin in the town of Bay Saint Louis near North Beach Boulevard (Station 266+75 on the existing alignment) and terminate in Pass Christian near Bayview Avenue (Station 396+50 on the existing alignment). The project shall be constructed within the existing right of way on land and on the existing alignment and within 150 feet north of the existing alignment in the bay. The new structure will provide a 250 foot wide navigation channel span with a vertical clearance of 85.0 feet (girder low chord elevation of 86.8 feet) and a grade separation over Third Avenue in Pass Christian. The approach spans to the navigation channel span shall be designed to clear elevation 37 feet. The Project also includes an overlay of all existing streets within MDOT's right of way.

Section 2. Roadway Design Criteria

Project design will be in compliance with the 2001 MDOT Roadway Design Manual, and supplemented with 2004, AASHTO Policy on Geometric Design of Highways and Streets,"; MDOT Roadway Design Standard Drawings (English) (last revised 03-01-02); MDOT Bridge Design Standard Drawings (English) (1998); MDOT Roadway CADD Manual; MDOT Standard Specifications for Highway Construction, 2004 edition; Manual on Uniform Traffic Control Devices (MUTCD) 2003 edition; and MDOT Survey Manual, latest edition. The order of precedence for these documents is in the order of listing.

2.1 Horizontal Alignment

The horizontal alignment provided by the CONTRACTOR during the RFP portion of the selection process shall define the project horizontal alignment. Contractor may request revisions to this alignment as required to meet specific site conditions or other constraints encountered during design and construction, the request may be accepted by MDOT at its discretion. Contractor shall not make any alignment revisions, which affect the established/existing Right-of-Way and easement limits.

- a. US 90 Curvature
 - i. Maximum 3° 00'.
 - ii. Desirable 0° 45'.

Minimum tangent length between horizontal curves, 300 feet.

Exhibit 2a

St. Louis Bay Bridge

2.2 Vertical Alignment

The concept documents depict a vertical alignment developed to meet numerous design considerations along the corridor. Contractor may make minor revisions to the profile as required to meet specific site conditions or other constraints encountered during design and construction. However, the following conditions must be met:

The profile will be designed such that the bridge low chord section remains above elevation 37.00 except portions at the beginning and end of the Bay crossing bridge that transition into the abutments at an approximate elevation of 20.00.

Contractor shall notify MDOT of all vertical alignment revisions. The Right-of-Way and easements have been established and will not be changed.

a. US 90 Grades

- i Maximum - 4%; Desirable - 3%
- ii Minimum - 0.2%; Desirable - 0.2%

The vertical and horizontal alignments shall be coordinated so that the slope of the roadway pavement surface is never less than 0.2%. Minimum K 150 (at Navigational Span).

2.3 Vertical Clearances and Requirements

The minimum vertical clearance elevation of the navigation span, 75 feet either side of the centerline of the channel shall be 85.0 feet (girder low chord elevation of 86.8 feet).

The minimum low chord elevation of the approach spans of the Bay bridge shall be 37.00, except for portions at the beginning and end of the Bay crossing bridge that transition into the abutments at an approximate elevation of 20.00. A minimum of 17.0 foot vertical clearance shall be provided over Third Avenue, near the East end of the Bay bridge.

Exhibit 2a

St. Louis Bay Bridge

2.4 Design Speeds

- a. US 90: 50 mph

2.5 Typical Sections

- a. Lane Widths
 - i. US 90: 12-ft. standard lane width
- b. Shoulder Widths
 - i. US 90
 - 8-ft. standard width on left
 - 10-ft standard width on right

Bridges on curves may require wider shoulders to meet the design criteria.

- c. Cross Slopes and Superelevation
 - i. Normal (tangent) cross slopes shall be 2%.
 - ii. Maximum superelevation shall be 6% on US 90 (see MDOT Standard Drawings, Case II).
- d. Shoulder Slopes
 - i. The shoulder slope shall be the same as the slope of the traveled way on bridges.
 - ii. The shoulder slope on roadways shall be 4 % for tangent sections and shall not have an algebraic difference at the edge of the travel lanes greater than 7 % for superelevation sections or transition sections.

Section 3. Earthwork and Grading

Roadway earthwork and grading design and construction will conform to the typical sections and the following specific requirements;

The minimum embankment slopes, outside of the clear zone, will be constructed using normal 3:1 slopes. Embankments will be constructed with suitable material acquired from either excavation or hauled from outside borrow pits or a combination of both. Embankment material shall be placed and compacted in accordance with MDOT Standard Specifications.

Contractor shall perform excavation and undercut if necessary of the roadway, side slopes, ditches and channels, structures, and all other items necessary for the construction of this project.

Exhibit 2a

St. Louis Bay Bridge

Excavation shall include all materials of whatever characteristics encountered and the disposal of all materials not suitable for re-use in construction.

Contractor shall be responsible for locating and obtaining all borrow material required for this project, including all approvals, permits, and fees required for obtaining and hauling the borrow material.

Grading of excavated areas, embankments and other areas disturbed by construction shall meet all erosion and sedimentation control requirements.

The Contractor shall provide grading plans for the entire project at the time the final earthwork plans are submitted for final review.

Section 4. Pavement

Contractor shall design and construct full-depth Hot Mix Asphalt Pavement (HMAP) sections for US 90 and the frontage roads as specified herein.

4.1 Design Life

All pavements shall be designed to have a 20-year Design Life Base Year (2007), for purposes of pavement design, on equivalent 18,000-pound single-axle loads.

Following is the design traffic data for St. Louis Bay:

Year	Projected ADT	Average 18 KIP Axle Loads per 1,000 Vehicles		Cumulative Thousands of 18 KIP ESALS From Base Year
		Flex		Flex
2007	19,000	635		0
2017	26000	635		1,446
2027	33,000	635		3,345
Design Year Data				
Year	DHV	D OF ADT	(% OF ADT)	Trucks (% of ADT)
2027	3,300	55		5

4.2 Design Requirements

The pavement structure design will be based on subgrade data developed through Contractor's geotechnical investigation to be conducted in accordance with MDOT SOP #TMD 20-14-00-000, design traffic data provided, AASHTO Pavement Guidelines, MDOT design policy, specifications and standards.

Exhibit 2a

St. Louis Bay Bridge

The pavement will be designed and constructed with adequate surface drainage to prevent pavement structure problems. Any pavement underlain by a permeable material shall have a layer of impermeable material or filter fabric between the subgrade and permeable base.

The minimum pavement section for US 90 will consist of nine (9) inches of full-depth asphalt. Final surface course shall be a 9.5mm dense graded mix.

Newly constructed frontage and local roads will consist of a minimum of seven (7) inches of full depth asphalt. Any existing local roads within the Right of Way adjacent to the bridges or approach roadway shall receive a minimum 3.5 inch asphalt overlay. Final surface course shall be a 9.5mm dense graded mix.

Section 5. Drainage

Roadway drainage shall be designed and constructed in accordance with MDOT Roadway Design Manual Chapter 7.

The Contractor shall prepare the final drainage plans for the Project. The Contractor will be required to develop the drainage report for the Project and design the drainage systems and obtain all necessary approvals.

The Contractor will develop the Storm Water Management, Erosion and Sedimentation Control Plans and obtain all required approvals and permits.

Drainage will include the design and construction of a complete storm drainage system to intercept and remove surface runoff from the highway facility and maintain approved stream and channel flow through the highway corridor without adversely affecting the highway user and adjacent property owners. Design and construction of storm drainage and erosion control measures will meet the project criteria specified herein, all applicable federal and state requirements, approvals and permits necessary to build the Project.

5.1 Data Collection

Contractor shall be responsible for obtaining all information required to design a storm drainage system meeting the requirements herein and the requirements of all state and local jurisdictions.

5.2 Design Features

a. Storm drainage facilities shall be compatible with all existing storm drainage systems.

b. At existing crossroads or project interfaces with existing developments, storm

Exhibit 2a

St. Louis Bay Bridge

drainage facilities shall be designed to accommodate construction phasing as may be required to maintain traffic and/or utility services.

5.3 Surface Runoff

- a. The design frequency for storm runoff shall be in accordance with the following:
 - i Cross-culverts for off-site drainage and cross drains shall be designed based on a 50-year frequency storm event.
 - ii Off-site drainage facilities shall be designed in accordance with local jurisdiction requirements.
- b. Storm water runoff within the project Right-of-Way shall be collected and conveyed to discharge points without encroachment on US 90 travel lanes and shoulders.
- c. Storm drainage facilities shall minimize changes to existing drainage patterns and flow rates outside of the project Right-of-Way at the same location and in the same manner as the existing condition.
- d. The total storm water runoff from the project corridor and contributing drainage basins shall not adversely increase the outfall velocities at the existing discharge points outside of the project Right-of-Way.
- e. Downstream conditions that are affected by the project drainage shall be evaluated for any adverse impact. Mitigation measures shall be designed and constructed to eliminate any adverse impacts to properties and environmentally sensitive features.
- f. Contractor shall be responsible for developing design solutions to all conflicts between utilities and storm drainage facilities.
- g. Storm drain pipes, culverts, end sections and headwalls shall be designed and constructed in accordance with MDOT's Pipe Culvert Material Design Criteria.
- h. Drainage patterns on adjoining properties outside the ROW shall not be changed.

5.4 Storm Water Management, Erosion and Sedimentation Control

- a. Contractor shall be responsible for planning and implementing storm water management provisions and erosion and sedimentation control for construction activities as required and approved by state and local jurisdictions.
Contractor shall prepare and submit all required plans to the applicable

Exhibit 2a

St. Louis Bay Bridge

jurisdictions for approval.

- b. Any land disturbing activity shall be conducted in such a manner so as to minimize soil erosion and resulting sedimentation.
- c. All land disturbing activities will be designed, constructed, and completed in such a manner as to minimize the exposure time of disturbed land.
- d. All sediment shall be contained within the Project limits in accordance with NPDES requirements.
- e. Any temporary or permanent facility designed and constructed for the conveyance of water around, through, or from the land disturbing activity will be designed to discharge flow at a non-erosive velocity. Side ditch treatment shall be designed and constructed in accordance with Chapter 8 of the MDOT Roadway Design Manual.
- f. Temporary soil erosion control facilities will be removed and areas of land disturbance graded and stabilized with permanent soil erosion control measures.
- g. The storm water management, erosion and sedimentation control plans shall be prepared in accordance with MDOT's guidelines and standards as necessary for the Project. Grading will include where necessary inceptor ditches at the top of cut slopes to prevent erosion.
- h. Erosion and sedimentation processes are dependent on climate, soils, ground cover, and other factors, which cause highly variable site conditions. Because these vary, site conditions may affect the suitability and effectiveness of proposed erosion and sedimentation control measures. It shall be Contractor's responsibility to provide any additional measures if the proposed measures do not function as intended.

5.5 Storm Drainage Design Reports

- a. Storm Drainage Design Reports shall be prepared for proposed MDOT storm drainage facilities. The reports shall document compliance with or variances to the established design criteria.

Exhibit 2a

St. Louis Bay Bridge

Section 6. Traffic Control and Operations

6.1 Signage

Signage shall be designed and constructed by Contractor to include all regulatory, warning, route marker, guide and information signs and trailblazers.

All regulatory, warning, route markers, guide and information signs, mounting requirements and vertical and horizontal clearances shall conform to the MUTCD and MDOT Standards.

Sign posts and structures shall be designed and constructed in accordance with MDOT design policy, specifications and standards, and AASHTO Standard Specifications for Structural Supports.

Overhead sign structures shall not be installed on any bridge structure.

6.2 Barriers

Traffic barriers shall be provided to shield vehicles from obstacles or hazards that are located in the construction area.

Contractor shall design walls, piers, non-breakaway sign and lighting structures, and/or toes of slopes to minimize the need for traffic barriers. Contractor shall provide barriers meeting NCHRP Report 350 requirements at all locations where minimum clear zone is not provided; using the procedures described the 2001 MDOT Roadway Design Manual. Contractor shall furnish and install impact attenuators where required.

a. **Metal Guardrail**

Guardrail with 6'-3" post spacing shall be the primary longitudinal barrier at the outside shoulder within the US 90 Right-of-Way. Guardrail shall be used to protect motorists from all non-breakaway sign structures, other roadside obstacles, and slopes steeper than 3:1 within the clear zone. Guardrail shall also be provided with end treatment for bridge approach barriers. Guardrail and guardrail transitions shall conform to MDOT Standard Plans.

b. **Median Barrier: Concrete**

Median Barrier (New Jersey shaped) shall be used to separate the eastbound and westbound traffic. Concrete Median Barrier shall conform to MDOT Standard Specifications, MDOT Standard Plans and shall be cast-in-place.

Exhibit 2a

St. Louis Bay Bridge

c. Barrier on Retaining Walls

Barriers on retaining walls shall match the style of the barrier located on the outside edge of the bridges. See Section 2.7 in Exhibit 2 b.

d. Impact Attenuators

Impact attenuators shall be designed and constructed as necessary to protect the motorists from the median barrier and barriers on retaining walls where necessary. The impact attenuators shall be designed for the applicable design speeds, and fabricated and installed in accordance with the manufacturer's recommendation.

6.3 Markings and Delineators

Contractor shall design and provide pavement markings and delineators to define roadway edge lane configurations and all potential roadway hazard areas.

Standard marking design and colors will be in accordance with criteria described in the MUTCD and the specifications described herein. Cross-street pavement marking materials will be in accordance with the standard practice of the local jurisdiction.

a. Pavement Markings

Pavement marking design shall be in accordance with the MUTCD and the MDOT Standard Plans.

High Performance Cold Plastic Traffic Stripe shall be used for all permanent longitudinal and transverse markings on US 90 bridges and concrete pavements.

Thermoplastic Traffic Stripe shall be used for all permanent longitudinal and transverse markings on all asphalt pavements.

Reflective High Performance Raised Markers shall be used in accordance with MDOT Standard Plans.

On the new bridges(s) and the final roadway surface course, temporary pavement markings shall be Type 1 tape and shall not be removed by grinding. Any removal required on the new decks or final riding surface shall be performed by waterblasting.

Exhibit 2a

St. Louis Bay Bridge

b. Delineators

Post and barrier-mounted delineator placement shall be in accordance with MDOT design policy, specifications and standards, the MUTCD and MDOT Standard Plans.

6.4 Street Closures

North Beach Blvd. and Bayview Street shall remain open to traffic at all times. Third Avenue shall remain open to traffic at all times except for short periods of time for work such as hanging beams. Any closure shall be submitted to the project manager for approval.

Section 7. Highway Illumination

The Contractor shall design and install low mast lighting along the US 90 Bridge and roadway from North Beach Boulevard in Bay St. Louis to Bayview Avenue in Pass Christian. All roadway lighting shall be designed for independent metering from other electrical systems. The Contractor shall obtain power sources for the lighting and pay all associated costs up to and including Final Inspection.

7.1 Lighting Assemblies

Lighting assemblies shall be low mast meeting the requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition. Light poles may be either galvanized steel or aluminum but must meet the requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Signal. Light fixtures shall be high-pressure sodium and placed so as to conform to the Illumination Requirements stated below. Ground mounted poles not protected from traffic by a barrier shall be breakaway. Luminaries mounting height shall be no more than 40 feet above the roadway surface.

7.2 Secondary Distribution

Wire, conduit and secondary power controllers shall meet the requirements of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition. Conductors and conduits of the size and material required will include, but not be limited to: control wiring, branch circuits, luminary wiring, ground wiring and service entrance wiring.

Each light assembly shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the transformer base, or, if the pole has no transformer base, inside the pole at the hand hole.

Exhibit 2a

St. Louis Bay Bridge

7.3 Illumination Requirements

The roadway lighting shall meet the requirements of ANSI / IESNA RP-8. It shall provide an average maintained illumination of 0.6-0.8 footcandles (fc) throughout the project. The minimum illumination level shall be 0.2 fc. The average-to-minimum uniformity ratio shall be in the range of 3:1 to 4:1.

Illumination levels shall apply for the full width of the bridge and for the traveled way only for US 90 beyond the limits of the bridge structures.

A total Light Loss Factor of 0.8 shall be used in the design process.

Section 8. Plans

8.1. Construction Plans

To the extent possible, construction drawings shall be similar in content, layout and detail as the sample plans provided and in MDOT Roadway Design Manual, Chapter 15.

All final design drawings shall bear the legible seal, date, and signature of the responsible engineer registered as a Professional Engineer in the State of Mississippi. Final design drawings may be issued in partial submittals to facilitate construction schedules.

8.2 Shop Plan and Working Drawing Submission and Review Process

The Contractor shall submit shop plans or working drawings to the Contractor's designer for the designer's review and approval. All approved shop plans shall be routed to the MDOT for information. All design calculations and shop plans (design drawings) shall bear the legible seal, date, and signature of the responsible engineer registered as a Professional Engineer in the State of Mississippi. The Contractor is solely responsible for the adequacy of the drawings, accuracy, completeness, and constructability of the submitted design before and after review.

8.3 As-Built Drawings

See Contract Section XVII.

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Structure Design Criteria

ADDENDUM 1

November 30, 2005

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1. Design Requirements and Specifications

1.1 Design Specifications, Standards, and References

1.1.1 Design Specifications and Standards

- a. AASHTO Standard Specifications for Highway Bridges Seventeenth Edition, 2002, adopted by the American Association of State Highway and Transportation Officials (AASHTO). **NOTE:** All references in this document in Exhibit 2 b to “AASHTO” are referring to this publication.
- b. AASHTO Guide Specification for Horizontally Curved Steel Girder Highway Bridges, 2003.
- c. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, 4th Edition 2002, with latest revisions.
- d. ANSI/AASHTO/AWS Bridge Welding Code D1.5, latest Edition.
- e. AASHTO Commentary on Bridge Welding Code D1.5, latest Edition.
- f. Post-Tensioning Institute Post-Tensioning Design Manual, latest Edition.
- g. Post-Tensioning Institute Guide Specification for Grouting of Post-Tension Structures, latest Edition.
- h. AASHTO Guide Specifications and Commentary for Vessel Collision Design of Highway bridges, 1991.

1.1.2 Supplemental Specifications and Special Provisions

- a. MDOT Standard Specifications for Highway Construction, 2004 Edition. **NOTE:** All references in this document to “Standard Specifications” are referring to this publication.
- b. MDOT Roadway Design Standard Drawings (English) (revised 03-01-02).
- c. MDOT Supplemental Specifications.

1.1.3 Geotechnical References

- a. AASHTO Manual on Subsurface Investigations, 1988.

1.1.4 Other References

- a. FHWA Publication HEC 21 No. FHWA-SA-92-010 entitled Bridge Deck Drainage Systems, 1993.
- b. AASHTO Guide Specifications for Thermal Effects on Concrete Bridge Superstructures, 1989.
- c. AASHTO Model Drainage Manual, 1991.
- d. AASHTO Roadside Design Guide, Third Edition, 2002.
- e. AASHTO A Policy on Geometric Design of Highways and Streets, 2004.
- f. FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition.

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1.2 Design Methodology

Except as noted below, all structural components of the Project shall be designed by Load Factor Design.

- a. Precast-Prestressed Concrete Girders or Precast-Prestressed Post-tensioned Concrete Girders: Flexural members shall be designed on strength using Load Factor Design and on behavior at service conditions using Allowable Stress Design at all load stages that are critical during the life of the structure from the time prestressing is first applied.
- b. Bearings: Bearings shall be designed for service loads using Allowable Stress Design.
- c. Stability: Stability analysis of structures on drilled shafts and pile-supported foundations shall be performed for service loads using Allowable Stress Design.

1.3 Loads and Forces

The structures contained in this project shall be proportioned for loads and forces in accordance with AASHTO Standard Specifications for Highway Bridges, Seventeenth Edition, 2002.

1.3.1 Live Loads

Live loads shall be calculated in accordance with AASHTO Article 3.7, AASHTO HS20-44 standard truck/lane loading or an alternate military loading whichever produces the greatest stress.

1.3.2 Thermal Forces

Thermal forces shall be calculated in accordance with AASHTO Article 3.16, as specified for moderate climate regions.

- a. Normal Temperature at the time of erection: 60° F
- b. Design Temperature Ranges:

Steel Structures:

Rise: 50° F

Fall: 50° F

Concrete Structures:

Rise: 50° F

Fall: 50° F

1.4 General Requirements for Bridges

1.4.1 Bridge Superstructures

- a. All bridges on this project shall have cast-in-place reinforced concrete bridge decks supported by either precast-prestressed concrete girders, precast-prestressed post-tensioned concrete girders or steel plate girders. Steel plate girders shall not be used

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below elevation 60.0 measured at the bottom chord of the girders, except when the spans are totally over land at grade separations.

- b. Bridge superstructures shall be continuous over a minimum of two piers.
- c. Stay-in-place steel deck forms or precast concrete deck panels shall not be used.
- d. The minimum number of longitudinal girders supporting the entire bridge cross-section shall be eight (8). In the event the CONTRACTOR elects to construct the superstructure in two (2) phases, the minimum number of girders supporting the bridge cross-section shall be four until such time the entire bridge cross-section is constructed.
- e. No fracture critical members, connections or pin and link type connections are allowed.
- f. All steel plate girder spans shall be curved to match the horizontal curvature of the alignment. Precast-prestressed concrete girder spans shall not be utilized when the horizontal curvature of the alignment results in an offset of 10-inches or more in a span measured between the chord as defined by the straight girder and the curve.

1.4.2 Bridge Substructures

Bridge substructures shall be reinforced concrete components supported by drilled shafts or concrete piles. Footings (if used) located in the Bay shall have the bottom of the footing at elevation -0.50' or lower.

1.4.3 Bridge Aesthetics

See Special Provision GS-112-a.

MDOT requires a high degree of aesthetics for the outside barriers on both sides of the Bay bridge. Proposers shall provide a minimum of three (3) alternative concepts for these barriers which demonstrate the aesthetic features and estimated costs. Two dimensional drawings and three dimensional renderings of the barrier concepts are required. For additional barrier requirements, see Section 2.7 in this Exhibit.

1.4.4 Debris Removal

All existing bridge piling or concrete footings in the Bay shall be removed to a minimum of 2 feet below the mud line.

The Contractor shall remove and dispose of all existing bridge structure and any other bridge related debris from within the area bordered by 250 feet on both the left and right sides of the centerline of the existing alignment.

See Special Provision GS-105-a for additional requirements.

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2. Bridge Design Criteria

2.1 Concrete Design

2.1.1 Reinforced Concrete

All concrete shall be designed and produced in accordance with MDOT Standard Specifications Section 804 Table 3. Cement used in concrete shall meet the requirements of Section 701 of the Standard Specifications.

Cast-in-Place Concrete:

Class AA

$f'_c = 4,000$ psi

Prestressed Concrete

Class Fx

from $f'_c = 5,000$ psi

to $f'_c = 8,500$ psi

Drilled Shaft Concrete:

Class DS

$f'_c = 4,000$ psi

2.1.1.1 Reinforcing Steel

- a. Cast-in-place concrete shall be reinforced only with deformed bars conforming to AASHTO M31 (ASTM A615) or A706. Reinforcement to be welded shall conform to ASTM A706. Reinforcing steel shall be Grade 60.
- b. Epoxy-coated reinforcing conforming to AASHTO M284 (ASTM A775/A) shall be used in the bridge superstructure. Precast-prestressed concrete girders do not require epoxy-coated reinforcing steel.
- c. Cast-in-Place Concrete Clear Cover -
 - i. Drilled Shafts – 6”
 - ii. Footings – Bottom Mat – 4”
 - iii. Footings – Top Mat – 3”
 - iv. Pedestals and Columns – 3”
 - v. All other reinforcing steel per AASHTO

2.1.1.2 Prestressing Steel

- a. Prestressing Steel shall conform to AASHTO M203 (ASTM A416). Prestressing Strand shall be weldless in accordance with AASHTO 203, subsection 8.1.4.

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2.1.1.3 Allowable Stress, Deflection and Strength Considerations

- a. Reinforced concrete structures shall be designed by the Load Factor Design Method in accordance with AASHTO Article 8.16, Serviceability Requirements.
- b. Flexural members shall be checked for serviceability in accordance with AASHTO Article 8.16.8.

2.1.1.4 Special Considerations for Bridge Decks

- a. The top one-fourth inch of all concrete slabs shall be considered as a wearing surface and shall not be included in the nominal slab depth used for the calculation of section properties but shall be included in the dead load calculations.
- b. The minimum nominal bridge deck thickness shall be 8 inches. The cantilever overhang portions of the bridge deck shall have a minimum nominal thickness of 9 inches.
- c. Final surface texture of the bridge deck shall be mechanically transverse grooved in accordance with Sections 501 and 804 of the Standard Specifications.

2.1.2 Prestressed Concrete

Prestressed concrete structures shall be designed in accordance with AASHTO Division I, Section 9, and as stated herein. Prestressed concrete girders shall be designed as simple spans and made continuous for live load.

2.1.3 Miscellaneous Requirements and Restrictions

- a. All Prestressed concrete girders shall have a 2 inch diameter vent hole located at the top of the web.
- b. A minimum of one concrete diaphragm shall be designed and constructed at mid span. The diaphragm shall be a minimum thickness of 9 inches and extend from the deck to the top of the bottom flange. Diaphragms shall be located at all intermediate piers.
- c. Concrete diaphragms are required at the ends of the girders where there is a break in deck continuity. The end diaphragms shall extend from the deck to the bottom of the bottom flange.
- d. External Post-tensioning will not be permitted.

2.2 Structural Steel Design

Steel structures shall be designed in accordance with AASHTO Division I, Section 10 and as stated herein.

2.2.1 Materials

Structural steel for primary members shall conform to the requirements of AASHTO M 270 Grade 36, Grade 50 or Grade HPS 70W. Structural steel for secondary members shall conform to the requirements of AASHTO M 270 Grade 36 or Grade 50. Steel with a

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design yield strength greater than 70 ksi will not be permitted. High strength bolts shall be ASTM A 325, designed for values as specified in AASHTO Table 10.57A with Class B contact surfaces. All field connections shall use 7/8" minimum diameter bolts. Direct tension indicators (DTIs) shall be the only acceptable method for verifying proper bolt installation.

2.2.2 Allowable Stress, Deflection, and Strength Considerations

- a. Steel members shall be proportioned for strength in accordance with AASHTO Division I Section 10, Part D, Load Factor Design Method.
- b. Fatigue shall be checked under service loads and in accordance with AASHTO Division I Section 10.

2.2.3 Design and Details

- a. Girders shall be I-shaped and shall be designed to act compositely with the deck slab in the positive moment region and with the reinforcing steel in the negative moment region.
- b. All bolted connections shall be designed as slip critical connections having Class B contact surfaces.
- d. Electroslag welding will not be permitted.

2.2.4 Special Considerations for Curved Steel Girders

Horizontally curved steel girders shall be designed in accordance with the AASHTO Guide Specifications for Horizontally Curved Steel Girder Highway Bridges, 2003. Analysis of superstructures with curved steel girders shall be performed using refined methods as described in Article 4.3.2 of the guide specification.

2.2.5 Fasteners for Steel Bridge Girders

- a. High Strength Bolts shall meet the requirement of A.S.T.M. A325, Type 1, and shall be hot dip galvanized in accordance with the requirements of A.S.T.M. A153, Class C Coating or galvanized by the mechanical process in accordance with the requirements of A.S.T.M. B695, class 50 coating. Maximum hardness for high strength bolts shall be 33 Rockwell C (RC).
- b. Nuts for high strength bolts shall be heavy hex and meet the requirements of A.S.T.M. A563, Grade DH galvanized.
- c. Hardened steel washers shall meet the requirements of A.S.T.M. F436, galvanized.
- d. Direct tension indicators shall meet the requirements of A.S.T.M. F959 and shall be galvanized by the mechanical process meeting the requirements of A.S.T.M. B695, class 50 coating.
- e. Nuts for high strength bolts shall be tapped oversize the minimum amount required for proper assembly and lubricated with an acceptable lubricant containing a dye of any color that contrasts with the color of galvanizing.

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- f. High strength bolts, nuts, or direct tension indicators shall not be reused after tightening.
- g. Mill test reports, certified test reports, and certificates of compliance are required for high strength bolts, nuts, hardened washers and direct tension indicators.

2.2.6 Paint System

All structural steel shall be painted in accordance with Section 814 of the Standard Specifications.

2.3 Structural Steel Fabrication Requirements

All girder web plates, flange plates and splice plates shall meet the Longitudinal Charpy-V-Notch Toughness Test. The Supplementary Bend Test as described in Section 717 of the Standard Specifications is not required. Miscellaneous steel less than 1/4 inch thick shall be identified on the shop drawings. Web and flange material heat numbers shall be stenciled on each girder using low stress die stamps. The heat numbers shall be stamped on the side of the web in the upper left hand corner.

All welding shall be done by the electric arc process and shall conform to the ANSI/AASHTO/AWS D1.5 BRIDGE WELDING CODE, the latest edition of the AASHTO Guide Specification For Highway Bridge Fabrication With High Performance Steel, when applicable, and as directed herein. Certification for all welders to be used on this project shall be submitted to the Contractor's Quality Control Manager and the MDOT Bridge Engineer for review. Welded shop splices in web and flanges are permissible and shall be submitted to the Contractor's Lead Design Engineer for approval of type and location. Welding machines shall have operating, properly calibrated current meters with attached calibration stickers. Run-off tabs of adequate length shall be used to help prevent weld defects at weld edges. Material surfaces for flange to web fillet welds shall be ground prior to fit-up for welding to remove all mill scale. This area includes the flange, near and far side web and the web edge.

With the exception of surface condition repairs to correct undercut or overlap conditions, repairs to groove welds require an approved welding repair procedure that includes supporting documentation, size and location of the repair, Non Destructive Evaluation (NDE) reports and the Fabricator's Non-Conformance Report. Approval by the Contractor's Quality Control Manager and review by the MDOT Bridge Engineer is required prior to performing these repairs. Repairs to base metal (including flame cut edges with excessive gouges) require an approved welding repair procedure that includes supporting documentation, size and location of the repair, NDE reports and the Fabricator's Non-Conformance Report. Approval by the Contractor's Quality Control Manager and review by the MDOT Bridge Engineer is required prior to performing these repairs.

The Fabricator shall have a Certified Welding Inspector (CWI) on each work shift where welding or other significant work is performed. Quality Control inspections for acceptance shall precede Quality Assurance inspections. Quality Control shop inspection records shall be made available to MDOT QA Inspection Shop Personnel.

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Camber shall be checked and recorded by the Fabricator at all points shown in the approved shop drawings.

NDE applications for unusual or nonstandard weld geometries shall require the Fabricator to determine specific inspection procedures that include techniques and acceptance standards.

Radiography of weld transitions shall be performed by placing the film on the flat side of the transition. A floating center punch shall be placed on the base metal adjacent to the weld and shall be visible on each radiographic film in the area of interest.

Prior to fabrication, the Fabricator shall have Shop Drawings approved by the Contractor's Lead Design Engineer. Also prior to fabrication, the Fabricator shall submit Welding Procedures, a Procedure for Storage and Handling of Welding Electrodes, Wire And Flux and A Flux Recovery Procedure (if applicable) to the Contractor's Lead Design Engineer for approval and for review by the MDOT Bridge Engineer. The Design-Build Quality Control Manager shall schedule a Pre-Fabrication Conference at each fabrication location. The Fabricator's facilities will be inspected by the Contractor's Quality Control Manager, the MDOT Bridge Engineer and MDOT QA Shop Inspection personnel during the Pre-Fabrication Conference. No fabrication shall begin prior to this inspection.

Prior to fabrication, the Fabricator and/or subcontractor shall submit their NDE procedures to the Contractor's Quality Control Manager and the MDOT Bridge Engineer for review. The NDE procedure shall include a written practice, a method procedure for each inspection process and personnel certifications.

Breaks in fabrication shall require at least two weeks advance notification to the Contractor's Quality Control Manager and the MDOT Bridge Engineer prior to restarting work.

Progressive girder assembly using a minimum three girder laydown is permissible while shop assembling girders. Drilling of material for splice connections shall occur with all items in their proper location, including splice and shim plates. Parts shall be firmly drawn together prior to drilling.

The Fabricator shall furnish MDOT QA Shop Inspection Personnel with at least 140 square feet of floor space. Additional space shall be provided as required by the MDOT Bridge Engineer. The office shall contain desks, chairs, file cabinets, telephone with long distance access, electric lights, power outlets, shelves and tables. The office shall be provided with adequate heating, ventilation and air conditioning. The office shall have access to convenient sanitary facilities with running water. The office shall be in good repair, located where there is not excessive noise and shall be used for MDOT QA Shop Inspection Personnel only. Convenient and adequate parking shall be provided.

The Fabricator shall provide MDOT QA Shop Inspection Personnel convenient access to a fax machine and a copy machine. Changes in office location or facilities shall be made only upon approval of the MDOT Bridge Engineer.

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2.4 Deep Foundation Design

Bridge foundations shall be designed in accordance with AASHTO Division I, Section 4, and as stated herein. All bridge foundations shall be constructed with deep foundations consisting of concrete piles or drilled shafts. Deep foundations are required to extend below any compacted fill.

2.4.1 Concrete Pile Foundations

- a. Foundations shall be constructed with concrete.
- b. All bridges over waterways must be designed or evaluated in accordance with 23 CFR 650, FHWA Technical Advisory, "Evaluating Scour at Bridges", October 28, 1991, Hydraulic Engineering Circular 18 (HEC 18), and any other State or Federal regulations as appropriate.
- c. Concrete piles shall be prestressed.

2.4.2 Bridge Piers

- a. All bridges over waterways must be designed or evaluated in accordance with 23 CFR 650, FHWA Technical Advisory, "Evaluating Scour at Bridges", October 28, 1991, Hydraulic Engineering Circular 18 (HEC 18), and any other State or Federal regulations as appropriate.
- b. All affected bridge piers shall be designed to resist the vessel collision forces shown in Exhibit 10.
- c. Dolphins, fenders or other means of pier protection shall not be substituted for the above pier loads.

2.5 Bridge Abutments

The bridge abutment on the Bay St. Louis side of the bay shall be located west of Station 270+00 on the existing alignment. The bridge abutment on the Pass Christian side of the bay shall be located east of Third Avenue. A single structure shall be constructed between these two locations.

2.6 Bearings

Bearings shall be designed in accordance with AASHTO Division I, Section 14. Elastomeric bearings or disc bearings are preferred. Natural rubber in elastomeric bearings will not be allowed. The maximum thickness of laminated elastomeric bearings shall be 5 1/2 inches. All bearings shall be designed and detailed to be replaceable by jacking while maintaining traffic. Disc bearing anchor bolts shall be located no closer than 1 1/2 inches clear horizontally from face of bottom flange.

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2.7 Bridge Barriers

The outside bridge railings shall be a 42” tall, open-style vertical concrete parapet that meets NCHRP Report 350 TL-4 criteria. The inside (median) barriers shall be a 32” tall, New Jersey Shape concrete parapet that meets NCHRP Report 350 TL-4 criteria.

The Contractor shall design and construct into each outside bridge railing or in cantilevered portion of the deck, a minimum 2 inch diameter conduit for Roadway and navigation lighting. The conduit system shall meet applicable electrical codes, shall be designed to accommodate required movements at expansion joints, and shall have provisions for positive drainage. See Exhibit 2a Section 7, Highway Illumination.

For additional barrier requirements, see Section 1.4.3 in this Exhibit.

2.8 Expansion Joints

Expansion joints shall be provided to accommodate the movement of the bridge. Expansion joints with a movement rating of 2 inches or less may be constructed as shown on sheet 128 of 179 in Exhibit 21. Cellular joints will not be permitted. Expansion joints with a movement rating greater than 2 inches shall be constructed with finger joints. The design and construction of the finger joint shall be similar to the joint shown on drawings 170 thru 174 in Exhibit 21. Modular joints shall not be used. Exposed metal components of joints shall be painted in accordance with this Exhibit.

2.9 Bridge Drainage

- a. Bridge deck drainage shall be provided as necessary to keep the 10-year event from spreading into the travel lanes. Rainfall intensity – Duration – Frequency Curves are provided in the MDOT Roadway Design Manual Figure 7-4f.
- b. Bridge deck drainage shall be contained on the bridge deck prior to passing through the bridge deck drains. Bridge deck drainage shall not be allowed to pass through the open style railing.
- c. Bridge deck drains shall extend below the bottom flange of steel girders or precast-prestressed post-tensioned girders. Where drainage scuppers and drain pipes are used, pipes shall be located inside of the exterior girder. Scupper gratings shall be designed to allow safe passage of future bicycle traffic.
- d. Bridge deck drains for precast-prestressed concrete girder spans may utilize drain holes with a minimum opening of 3 inches by 8 inches. Drain holes shall be located adjacent to the bridge barrier.
- e. No bridge deck drainages shall drain onto a roadway, sidewalk or shoulder below.

2.10 Abutment Seawall

A cast-in-place concrete sea wall shall be designed and constructed to protect the west bridge abutments and wing walls. The sea wall shall be founded on deep foundations and shall have a

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minimum elevation of 4.00. The sea wall shall be located a minimum of 2 feet away from the bridge abutments. The sea wall shall be U shaped and extend to the end of the Bridge Wing Wall. Concrete slope protection shall be provided between the sea wall and bridge abutments. Concrete slope protection shall be reinforced with welded wire reinforcement.

2.11 Retaining Walls

All retaining walls within 500 feet of the front face of the bridge abutment shall be constructed with cast-in-place concrete on deep foundations.

2.12 Lighting

Bridge lighting shall be installed on the bridge. Design of the bridge deck lighting shall be in accordance with Exhibit 2a Section 7, Highway Illumination

2.13 Navigation Requirements

- a. Navigation lights shall be constructed on the navigation span similar to the details shown on drawing 176 of 179 in Exhibit 21.
- b. Vertical clearance gauges shall be provided on the navigational span piers similar to the details provided on drawing 178 of 179 in Exhibit 21.

2.14 Minimum Span Length

The minimum span length for the Navigational span shall be 250 feet centerline of bearing to centerline of bearing.

3. Geotechnical Design Criteria

3.1 Geotechnical Design Criteria

Design criteria for minimum Factors of Safety and permissible displacement (vertical and horizontal) criteria are provided in the following tables. Geotechnical design criteria have been provided for the following typical transportation structures: Bridge Foundation (Table 3.1-1), and Bridge Approach Embankment (Table 3.1-2). All embankments along the alignment shall be designed using the following criteria for global stability of approach embankments or retaining walls. Drilled shafts shall be designed based upon a static load test. Failure criteria for the static load test are provided in ASTM D1143. All miscellaneous foundations such as overhead signs and light poles shall be designed in accordance with the criteria provided in Bridge/Foundation (Table 3.1-1).

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Table 3.1-1 - Bridge Foundation

<i>DEEP FOUNDATIONS</i>	Static
Driven Piles with Wave Equation Min. Factor of Safety	2.75
Driven Piles with Dynamic Testing (PDA) Min. Factor of Safety	2.50
Driven Piles with Static Load Test Min. Factor of Safety	2.00
Drilled Shafts (Less than 48 inches in diameter) Min. Factor of Safety	2.00
Drilled Shafts (48 inches in diameter or greater) Min. Factor of Safety	1.50

Table 3.1-2 - Bridge Approach Embankment

<i>-Failure Mode/Design Criteria</i>	Static
External Stability	
Bridge side and end slopes Minimum Factor of Safety	1.30

3.2 Ground Improvement

If ground improvement is necessary to meet the design criteria, the design methodology and construction specifications shall be in accordance with FHWA Publication No. SA-98-086R, Ground Improvement Technical Summaries, Volumes I and II. Prior to commencing ground improvement operations, the Contractor shall submit the type of ground improvement technique, the anticipated results from the improvement and the methodology for verifying the results from the improvement to the MDOT for review and acceptance. A summary report of the field-testing shall be submitted documenting the effects from the ground improvement techniques and indicating if the ground improvement techniques have successfully achieved the anticipated results. The Contractor is solely responsible for the performance of the ground improvement techniques.

3.3 Geotechnical Planning Report

The Design-Builder shall prepare a Geotechnical Planning report for the Project and submit the Geotechnical Planning Report within 30 working days from Notice to Proceed for review and written comment. The Geotechnical Planning Report shall include a detailed method statement describing the general philosophy and methods of design and construction and the rationale for selection of the proposed construction methods for all geotechnical and foundation aspects of the Project. The method statement shall indicate how material and design details are chosen to match selected construction methods and construction details and the soil, bay conditions, and groundwater environment for the site.

The Geotechnical Planning Report shall define the engineering and design approach that will be followed in order to develop technically and environmentally acceptable and durable foundations, cut and fill slopes, retaining structures, and geotechnical designs for the Project.

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The Geotechnical Planning Report shall discuss all aspects of the required geotechnical effort and design and analysis.

3.4 Geotechnical Exploration

3.4.1 General

The frequency and spacing of soil test borings will depend on the anticipated variation in subsurface conditions and the type of facility to be designed. The soil borings and laboratory data included in the contract document are for information only. The Contractor assumes all liability/responsibility for the interpretation and use of this data for this project. The Contractor shall obtain soil test borings needed to meet the criteria listed below. A licensed surveyor shall locate (Station and offset and GPS coordinates) and establish ground or mudline elevation at all soil test borings taken by the Contractor. The soil test boring frequency/spacing and depth criteria indicated below are the minimum requirements. The Contractor is solely responsible for the adequacy of the Geotechnical information for this project. An electronic copy of the final boring logs completed at the time of the preliminary design submittal, shall be submitted with the preliminary Geotechnical Report in TIF or Micro station format.

3.4.2 Bridge Foundations

Borings shall extend to depths sufficient to define the subsurface profile for structures, embankments and geotechnical features. All soil test borings taken for deep foundations shall extend below the anticipated pile or drilled shaft tip elevation a minimum of 20 feet.

3.4.3 Retaining Walls

All retaining walls shall have one soil test boring performed at least every 75 feet along the wall line, if the wall is within 500 feet of bridge abutments. Retaining walls more than 500 feet from the bridge abutment shall have one soil test boring performed at least every 200 feet along the wall line. All soil test borings performed by the Contractor shall extend to a depth of at least twice the height of the wall. Continuous flight auger borings are not acceptable. Undisturbed samples will be required for testing to determine the expected differential settlement along the length of the retaining wall.

3.4.4 Embankments

The support soils along all roadway alignments shall be evaluated by soil test borings performed in accordance with MDOT procedure SOP #TMD-20-14-00-000.

3.4.5 Laboratory Testing

The Contractor shall perform laboratory soils tests of sufficient numbers and type to classify and ascertain the shear strength, conditions of stability, and consolidation characteristics of the material encountered.

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3.4.6 Miscellaneous Structures

Miscellaneous structures such as light poles shall have a minimum of one soil test boring performed per foundation location. All soil borings performed by the Contractor shall extend at least 10 feet below the anticipated tip elevation of the foundation.

3.4.7 Geotechnical Report

The Contractor shall prepare a preliminary and final geotechnical report for all bridges, retaining walls, roadway embankments, concrete culverts and any other structures constructed for this project. The preliminary geotechnical report shall provide the preliminary recommendations for the design of the selected foundation types, reproductions of the field boring logs and a generalized soil profile along the alignment. The final geotechnical report shall summarize subsurface soils, foundation design recommendations, laboratory testing results, provide a reproduction of the field boring logs and a generalized soil profile containing the location of all soil borings. Each report shall be submitted to MDOT along with the final or preliminary plan submittal. The review of the report will be performed in accordance the structure submittal plan review process. In addition, after construction of the foundations is complete, the Contractor shall provide a supplement to the report containing the actual field conditions encountered and as-built foundation data and information.

4. Plans

4.1 US Coast Guard Bridge Layout and Clearance Plans

8 1/2 inch X 11 inch drawings at a scale of 1 inch = 80 feet of the bridge layout showing plan and elevation views shall be prepared and submitted to MDOT for application of the US Coast Guard Permit.

4.2 Final Plans

To the extent possible, construction drawings shall be similar in content, layout and detail as the sample plans provided in this RFP.

All final design drawings shall bear the legible seal, date, and signature of the responsible engineer registered as a Professional Engineer by the State of Mississippi. Final design drawings may be issued in partial submittals to facilitate construction schedules.

4.3 Shop Plan and Working Drawing Submission and Review Process

Shop plans or working drawings shall be submitted to the Contractor's designer for review and approval. All approved shop plans shall be routed to MDOT for information. All design calculations and shop plans (design drawings) shall bear the legible seal, date, and signature of the responsible engineer registered as a Professional Engineer in the Mississippi. The Contractor is solely responsible for the adequacy of the drawings, accuracy, completeness, and constructability of the submitted design before and after review.

Exhibit 2b

St. Louis Bay Bridge

4.4 As-Built Drawings

See Contract Section XVII. A.

5. Structure Load Factor Rating

The Contractor's designer shall provide the Load Factor Rating of the new structures including approach spans and main spans.

For this project, the following Division 100 – General Requirements will replace the Division 100 –General Provisions found in the Mississippi Standard Specifications for Road and Bridge Construction in its entirety.

DIVISION 100 – GENERAL REQUIREMENTS

SECTION 101 - DEFINITIONS AND TERMS

Whenever terms not defined herein are used to identify geometric elements of the Work, such terms shall be understood to have the meaning as established by the American Association of State Highway and Transportation Officials in the book entitled "AASHTO Highway Definitions" which is current at the time Proposals are received.

Where the following abbreviations and definitions are used in these specifications or other contract documents, they are to be construed the same as the respective expression.

101.01--Abbreviations.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
AOAC	Association of Official Analytical Chemists
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
ARBA	American Road Builders Association
AREMA	American Railway Engineering and Maintenance of Way Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AVTU	Average Value per Time Unit
AWG	American Wire Gage
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BV	Best Value
Code(NEC)	National Electrical Code
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U. S. Department of Commerce
CSPI	Corrugated Steel Pipe Institute
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ESFE	Estimated State Furnished Excavation

FCP	Fixed Contract Unit Price
FHWA	Federal Highway Administration
FM	Final Measure
FME	Final Measure - Embankment
FSS	Federal Specifications and Standards (General Services Administration)
HRB	Highway Research Board
Hz	Hertz
ICEA	Insulated Cable Engineers Association
ID	Inside Diameter
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPS	Interior Pipe Size
IS	Interim Specifications
ITE	Institute of Transportation Engineers
LVM	Loose Vehicular Measure
MAPA	Mississippi Asphalt Pavement Association
MCIA	Mississippi Concrete Industries Association
MDOT	Mississippi Department of Transportation
MIL	Military Specifications
MSG	Manufacturers Standard Gauge
MUTCD	Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NAPA	National Asphalt Pavement Association
NBC	National Building Code
NBS	U.S. National Bureau of Standards
NCHRP	National Cooperative Highway Research Program
NEC(Code)	National Electric Code
NEMA	National Electrical Manufacturers Association
NPC	National Plumbing Code
NSF	National Sanitation Foundation
NTB	Notice To Bidders
OD	Outside Diameter
OSHA	Occupational Safety and Health Administration
PCI	Prestressed Concrete Institute
PPS	Project Payment Schedule
RAP	Recycled Asphalt Pavement
RCRA	Resource Conservation and Recovery Act
RCSR	Review Comment Summary and Resolution
RFI	Request for Information
RFQ	Request for Qualifications
RFR	Request for Revision
SAE	Society of Automotive Engineers
SAVE	Society of American Value Engineering
SOP	The MDOT's Standard Operating Procedures
SOQ	Statement of Qualifications
SP	Special Provisions
SS	Supplemental Specifications
SSPC	Steel Structures Painting Council
TRB	Transportation Research Board

UL	Underwriters Laboratories, Inc.
UNC	Upset National Coarse Threaded Bolts
UST	Underground Storage Tank
VE	Value Engineering

101.02--Definitions.

Additive - A substance or agent added in small amounts to a basic ingredient of a mixture prior to mixing.

Admixture - A substance or agent added in small amounts to the basic ingredients of a mixture during the mixing process.

Advertisement - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

Alternate Designs - Alternate designs of construction or construction and materials designated in the bid schedule of the proposal as Alternate Designs which must be pre-selected by the CONTRACTOR and indicated on the bid. Alternate Designs may contain Alternate or Optional Items.

Alternate Items - Alternate pay items of work, or materials and work designated in the bid schedule of the proposal as Alternate Items, with separate pay item numbers, and which must be pre-selected by the CONTRACTOR and indicated on the CONTRACTOR's bid.

Award - The execution of the Contract for design-build of the Project by the Mississippi Transportation COMMISSION.

Base Course - The layer or layers of specified or selected material of designed thickness placed on a subgrade to support a pavement.

Basement Soils - That portion of the roadway in embankment areas below the design soil and to the bottom of the embankment or undercut, whichever is lower, and that portion of the earthwork in cut areas below the design soil and to the bottom of any undercut or other treatment required, whichever is lower.

Best Value - Will be the basis of selection and award of the Contract to the successful Proposer. The Best Value Proposal will be determined by dividing the Proposal price by the average points of evaluators in the evaluation criteria **Section VIII Criteria for Scoring** of the RFP.

The Best Value Proposal will be the responsive Proposal that has the lowest score.

Bid – Bid is understood to mean Proposal throughout all documents.

Bidder – Bidder is understood to mean Proposer throughout all documents.

Borrow - Suitable material from approved sources outside the roadway prism, used primarily for embankments.

Box Bridge - A box culvert having a clear distance between inside face of the end supports exceeding 20 feet measured along the centerline of the roadway.

Bridge - A structure, including supports, erected over a depression or an obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of the roadway of more than 20 feet between under copings of abutments or extreme ends of openings for multiple boxes.

Bridge Length - The length of a bridge structure is the overall length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.

Bridge Roadway Width - The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottoms of the lower risers.

Bridge Site - Unless otherwise specified in the contract, the bridge site shall be the entire area between the right-of-way lines and between lines paralleling the bridge ends and passing through the longitudinal extremities of the substructure or superstructure, whichever is greater.

Calendar Day - Any day shown on the calendar, beginning and ending at midnight.

COMMISSION - The Mississippi Transportation COMMISSION.

Conformity - The degree of perfection required for the materials furnished and the work performed, and determined:

(a) In the case of a required "minimum" or "maximum" value of a measurable characteristic, as set out in Subsection 700.04.

(b) In the case of a required non-measurable characteristic, as being satisfactory to MDOT.

Contract - The Contract shall be composed of this Contract and all exhibits, MDOT's Request for Proposals and all attachments, and CONTRACTOR's Proposal and all attachments. In case of conflict, the order of precedence of the Contract documents shall be: (1) the Contract; (2) Contract Exhibits; MDOT Request for Proposals with attachments and addenda, if any; CONTRACTOR's Proposal and attachments.

Contract Bond - The approved form of security, executed by the CONTRACTOR and the CONTRACTOR's Surety, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

Contract Documents - All original or official papers relied upon as the basis, proof or support of the Contract and shall include those papers stated in the definition of Contract.

Contract Time - The period of time, including authorized extensions, allowed for completion of work under the Contract.

CONTRACTOR - Firm or Entity that will contract with MDOT for completion of the Work.

Control of Access - The condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is fully or partially controlled by public authority.

Controlling Work - The Work or construction operations normally expected to be in progress as determined by the Engineer after careful consideration of the approved progress schedule.

County - The county in which the Work is to be done.

Cross Slope - The rate of transverse slope in a roadbed element.

Culvert - Any structure not classified as a bridge which provides an opening under the roadway.

Daily Diaries - Daily reports, generated by Construction Manager required for reporting on weather, manpower, equipment, material deliveries, Work activities, progress, problems, and whatever else is required by the Contract.

Department's Standard Operating Procedures - The Department's Standard Operating Procedures are the rules, regulations, instructions and policies, promulgated by the COMMISSION acting through the Executive Director or authorized representative and on file in the Central Records Section of the Support Services Division.

Department - The Mississippi Department of Transportation.

Design Grade - Design grade is an intermediate control grade at a vertical distance, as established on the typical section of the plans for the various intermediate courses, below profile grade.

Design Soil - That portion of the roadbed consisting of the top three feet of untreated or treated soils in excavated sections and embankments.

Documentation - Written evidence recorded by an authorized individual or employee of either party to the Contract of facts or conditions relating to a particular contractual matter.

Elements of Geometric Design - Those geometric elements of the highway as are defined in the "AASHTO Policy on Geometric Design" in effect at the time Proposals are received.

Engineer - The Chief Engineer of the Department, acting directly or through a duly authorized representative(s).

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Executive Director - The Executive Director of the Mississippi Department of Transportation acting directly or through authorized representatives.

Governmental Approval - Any authorization, consent, approval, action, license, lease, permit, certification, exemption, filing or registration by or with any Governmental Person.

Governmental Person - Any federal, state, local or foreign government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity, excluding MDOT unless the context requires otherwise.

Hazardous Waste - Wastes that are regulated or "listed" under RCRA (40 CFR 261), or are ignitable, corrosive, reactive, or toxic.

Hertz - A measure of the length of a cycle of alternating current expressed as the number per second.

Highway, Street, or Road - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays, Legal - In the State of Mississippi, holidays occur on:

January 1 - New Year's Day

Third Monday in January - Robert E. Lee and Dr. Martin Luther King, Jr.'s Birthday

Third Monday in February - Washington's Birthday

Last Monday in April - Confederate Memorial Day

Last Monday in May - National Memorial Day and Jefferson Davis' Birthday

July 4 - Independence Day

First Monday in September - Labor Day

November 11 - Armistice (Veterans') Day

Thanksgiving Day - As Proclaimed

December 25 - Christmas Day

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday will be observed as a legal holiday.

In-Grade - The top course or portion of the Work which is in place at the time a subsequent material or course is to be placed thereon.

In-Grade Preparation - In-grade preparation is the preparation of material in place to receive other materials or processing required in super-imposed construction.

Inspector - The CONTRACTOR's or MDOT's authorized representative assigned to make detailed inspections of contract performance.

Interim Specifications - Interim Specifications are contract provisions other than Standard and Supplemental Specifications approved for general use in all applicable contracts until changes in technology or other conditions indicate revisions should be made for subsequent contracts.

Intermediate Course - A combination of graded aggregate and bituminous material which constitutes the lower layer or layers of a flexible pavement, but not part of the base course.

Laboratory - The accredited AASHTO testing laboratory of the CONTRACTOR or Department or any other testing laboratory which may be designated by MDOT.

Legend - The words, letters and arrows, and other symbols or markings shown on the plans and designated as legend, required to be placed on the surface of a pavement in the form of paint and glass beads, thermoplastic and glass beads or other similar specified materials, to serve as pavement markings.

Local Traffic - Traffic whose origin or destination is adjacent to that part of the highway under construction.

Materials - Any substances specified for use in the construction of the Project and its appurtenances.

MDOT duly authorized representative - Those individuals or firms with specific authority to act for and on behalf of the Department.

Milestone: An activity that represents a significant point in time, and may be used to indicate the start or end of a series of related activities and/or contract accomplishment. A milestone has zero original and remaining duration, and does not increase the Contract time.

Notices to CONTRACTOR - Proposal notices to prospective proposers, including the advertisement and other pertinent proposal information labeled as Notice to CONTRACTOR.

Notice to Proposers - All Proposals, issued to the prospective Proposers, pertaining to or establishing requirements governing the submission of Proposals, qualities of materials or Work, the performance of the Work, or payment therefor.

Notice to Proceed - Written notice to the CONTRACTOR to proceed with the Contract Work including, when applicable, the date of beginning of contract time.

Omitted Section - A section within the designated project limits in which no Work, excluding construction signing, approaches and/or temporary connections, is to be performed, and the CONTRACTOR does not have any responsibility for maintenance of the roadway or traffic unless specifically provided for in the Contract.

Pavement - The portion of the roadbed constructed upon the base course and specifically constructed as the contact element for vehicular traffic.

Pavement Structure - The combination of a pavement and a base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Plans - The RFC plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, which show the location, character, dimensions, and details of the Work to be done.

Private Approvals - Any authorization, consent, approval, order, action, license, lease, ruling, permit, certification, exemption, filing or registration by or with any person or entity other than a Governmental Person.

Profile Grade - The trace on a vertical plane intersecting the top surface of the proposed wearing surface as shown on the plans usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Progress Schedule - A bar graph showing the Work phases under the Contract and each bar represents a controlling phase of the Work. The bars show the planned sequence of operations and the time at which each of the phases is to begin and end. The schedule will be developed by the CONTRACTOR with Department acceptance.

Project - The people of the State of Mississippi will benefit from the construction of the Bridge Replacement on US 90 over St. Louis Bay, Hancock and Harrison Counties, Mississippi (hereinafter referred to as “the Project”).

Project Documents - All written instruments associated with the Project including SOQ, RFP, Proposal, Contract, Exhibits, referenced materials, design, and all documents produced to administer the Project including, but not limited to, all correspondence, changes, RFRs, RCSR, Request for Information, Submittals, etc.

Project Management Services - All planning, monitoring, controlling and reporting for Project activities and design including but not limited to, personnel, facilities, materials, computer systems and training for managing the Project as determined adequate by MDOT.

Project Payment Schedule – See Section 108.03.1.4.1 of the Special Provisions.

Project Scope - All responsibilities and tasks included in the RFP necessary to complete the Project and satisfy all requirements in the Contract including all associated Work developed from the design, minor MDOT revisions, changed conditions, and contingencies that may be necessary for the CONTRACTOR to complete the Project and the Work not mentioned or included in the RFP.

Proposal - The offer of a Proposer, on the prescribed form, to perform the Work at the price quoted.

Proposal Form - The approved form on which the Department requires proposals to be prepared and submitted for the Work.

Proposal Guaranty - A certified check, cashier's check or Proposal bond furnished with the Proposal to guarantee that the Proposer will enter into a Contract for the Work and furnish acceptable bond if the CONTRACTOR's Proposal is accepted.

Proposer - Includes a firm or firms, consortia, partnerships, joint ventures and other legal entity, which has been requested by the Mississippi Department of Transportation to submit a Proposal.

Questionnaire - The specified forms on which the CONTRACTOR shall furnish, when requested, information as to the CONTRACTOR's ability to perform and finance the Work.

Review Comment Summary and Resolution (RCSR) - A written instrument to facilitate the disposition of reviewer comments of CONTRACTOR submittals.

Request for Information (RFI) - An RFI or information request is submitted by the CONTRACTOR to MDOT or duly appointed representative when information is needed concerning the Work. RFIs are answered by the appropriate party and returned to the CONTRACTOR with a response.

Request for Revision (RFR) - A written instrument for the CONTRACTOR to request a change to the Project scope identified in the RFP or the design developed during the Project by the CONTRACTOR.

Resident or Project Engineer - The Engineer assigned by the Chief Engineer and bonded to the State to have the responsibility and authority for on-the-job administration.

Right-of-Way - A general term denoting land, property, or interest therein, usually in a strip acquired for or devoted to a highway and its appurtenances.

Roadbed - The graded portion of a highway within top and side slopes prepared as a foundation for a pavement structure and shoulders.

Roadside - A general term denoting the area adjoining the outer edge of a roadway. Extensive areas between the roadways of a divided highway are also considered to be roadside.

Roadside Development - Those items necessary to the complete highway which provide for a preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; and such suitable planting, other improvements and public facilities as may increase the effectiveness and usefulness and enhance the appearance of the highway.

Roadway - All surface portions of the highway between shoulder lines. Divided highways are considered to have two roadways.

Roadway Structure - All vertical and horizontal elements of the Work, exclusive of bridges, designed to provide and support the roadway.

Shoulders - The portion of the roadway contiguous with the traveled way for the lateral support of the other elements of the pavement structures, and for emergency use of stopped vehicles.

Sidewalk - That portion of the road, highway, or street primarily constructed for use by pedestrians.

Site - Shall mean any area within the Right-of-Way and additional areas that may be designated in the Contract.

Special Provisions - Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to the Project, and included in the Proposal document.

Specifications - A general term applied to all directions, provisions and requirements pertaining to performance of the Work.

State - The State of Mississippi acting through its authorized representative.

Stipend - Allowance paid for unsuccessful responsive Proposers.

Structures - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and similar features which may be required in the Work.

Subcontractor - An individual, partnership, firm, or corporation to whom the CONTRACTOR, sublets part of the Contract.

Subgrade - The top surface of a design soil upon which the pavement structure and shoulders are constructed.

Substructure - Those parts of a bridge below the bearings of simple and continuous spans, below the bottom surfaces of girder spans in which the piers form an integral part of the span-pier unity, below skew-backs of arches, below tops of footings of rigid frames, and below wingwalls of abutments.

Superstructure - All parts of a bridge above and exclusive of the substructure.

Supplemental Agreement - A written agreement on a form provided by the Department, between the CONTRACTOR and the COMMISSION with the assent of the CONTRACTOR's Surety and the approval of all agencies involved that modifies the original Contract.

Supplemental Specifications - Additions to the Standard Specifications which are printed in volume form and issued under the title of "Supplemental Specifications," and considered as part of the Standard Specifications.

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful Proposer by a "Contract bond" to guarantee acceptable performance of the Contract and payment of all legal taxes and debts pertaining to the construction of the Project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the CONTRACTOR.

Temporary Structures - Structures required to maintain traffic while the CONTRACTOR constructs permanent structures. The temporary structure shall include the earth approaches thereto unless otherwise specified.

Titles (or Headings) - The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Township, Town, City or District - A subdivision of the county used to designate or identify the location of the proposed Work.

Traveled Way - A portion of the roadway improved, designed or ordinarily used for vehicular travel, exclusive of shoulders or berms.

Underground Storage Tanks - Any one or combination of tanks, including underground pipes connected thereto, which are used to contain an accumulation of regulated substances and the volume of which, including underground pipe volume, is ten percent or more beneath the surface of the ground.

Value Engineering - Proposed change to the Project Scope or design by MDOT or the CONTRACTOR that will reduce cost, increase quality and/or expedite the schedule.

Wetlands - As defined in EPA and Corps of Engineer's (Corps) regulations and clarified in the Corps 1987 Wetlands Delineation Manual, or sequent Federal wetland delineation manuals.

Work - "Work" shall mean all design, engineering, procurement, construction, labor supervision, testing, training and other services, equipment and materials provided or to be provided by CONTRACTOR necessary to achieve Final Acceptance of the Project in regard to which Notice To Proceed have been issued and all requirements in accordance with this Contract.

Working Drawings - Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the CONTRACTOR is required to submit.

Work Phase - A contract item or group of associated items that should be in progress at the time as a controlling phase for the orderly completion of the Work within Contract time. See Progress Schedule.

101.03-- Blank

SECTION 102 - PROPOSAL REQUIREMENTS AND CONDITIONS

102. 001--Advertisement.--Blank

102.01--Prequalification of Proposers. Prospective Proposers will be required to file with the Department a list of persons authorized to bind the company in all matters. Other information may be required from time to time before issuing Proposals.

The attention of prospective Proposers is directed to all fees and taxes required for the privilege of doing business within the State of Mississippi.

When two or more persons, firms or corporations are submitting a joint venture, each of the persons, firms or corporations may be required to comply with the above prequalification requirements.

102.02--Contents of Proposal Forms. The Proposal will identify the project, state the location, describe the Work, and state the time in which the Work must be completed. The Proposal will also include special provisions and requirements which are not contained in the Standard Specifications or required modifications thereto.

All papers bound with, attached to, or designated for addition or substitution in the Proposal are considered a part thereof and must not be detached or altered when the Proposal is submitted. All documents designated in the Proposal shall be considered a part as if attached to and included in the Proposal.

102.03--Issuance of Proposal. The Department reserves the right to refuse to issue a Proposal to a prospective Proposer for the following reasons:

- (a) Lack of competency and adequate machinery, plant, or other equipment, as revealed by the information obtained as provided in Subsection 102.01 or other determinations made by the Department.
- (b) Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- (c) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of Proposals.
- (d) Unsatisfactory performance on previous contracts.
- (e) Failure to promptly reimburse the Department for any overpayment that might have occurred.
- (f) Debarment of a prospective Proposer or any of its corporate officers or principal owners by the Mississippi Transportation COMMISSION.

102.04--Interpretation of Quantities. Determination of the quantities for the Work entailed by the project scope is the responsibility of the CONTRACTOR. Quantities are needed to determine the frequency of materials sampling and testing for quality control. Quantities are also needed for the Project Payment Schedule. All subsections within the MDOT Standard Specifications that establish the Method of Measurement and Basis of Payment for work performed are deleted. The

single Lump Sum Contract Price submitted by the CONTRACTOR in response to the RFP shall constitute full and complete compensation for all Work.

102.05--Examination of Specifications, Special Provisions, Notices to Proposers and Site of Work. The Proposer is required to examine carefully the site of the proposed Work, the Request for Proposal (RFP), specifications, special provisions, notices to Proposers and contract forms before submitting a Proposal.

MDOT has made available or provided to the CONTRACTOR information that MDOT acquired prior to the date of this Contract in the course of planning for the construction of the Project, which information is hereinafter collectively called "Informational Documents." The Informational Documents are listed in Attachment D.

MDOT hereby specifically disclaims any implication that it has made any such representation or warranty either express or implied, as to any matter whatsoever, by virtue of the fact that it is making the Informational Documents available to CONTRACTOR. Further, MDOT is not representing that the Informational Documents are exhaustive, complete, accurate or sufficient for design or construction of the Project. CONTRACTOR agrees that it has full responsibility for the design and construction of the Project and CONTRACTOR specifically acknowledges and agrees that the Informational Documents are preliminary and conceptual in nature.

The submission of a Proposal shall be considered prima facie evidence that the Proposer has made such an examination and is satisfied as to the conditions to be encountered in performing the Work at the Project site and as to the requirements of the Informational Documents, standard specifications, Request for Proposal, special provisions, Contract, and the Federal, State, and local laws which will in any way affect the execution of the Work. All contracts are subject to the provisions of Sections 65-1-89 and 65-1-91, Miss. Code Ann. (1972).

102.06--Preparation of Proposal. Proposals are to be prepared in accordance with the requirements set forth in the Request for Proposal issued by the Department. All the figures shall be in ink or typed. It is the responsibility of every Proposer to check for any addendum or modification to the Contract document(s). It shall be the Proposer's responsibility to be sure they are in receipt of all addenda, meeting information, and/or questions and answers provided at, or subsequent to, the pre-Proposal meeting, if any are issued.

Each Proposal issued will contain duplicate Certification regarding debarment, suspension, and other responsibility matters to be completed by the Proposer. The Certification must be sworn to and shall be under penalty of perjury and Proposers are cautioned to read and understand its contents in entirety before execution. The CONTRACTOR shall provide immediate written notice to the Contract Administration Engineer Division at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

Failure on the part of the Proposer to execute the Certification will result in the Proposal being rejected.

The Proposer's Proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the CONTRACTOR legally qualified to bind the CONTRACTOR and acceptable to the State. If the Proposal is made by an individual, the individual's name and address must be shown; by a partnership, the name and address of each partnership member must be shown; as a joint venture, the name and address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The address stated on the Proposal shall be the Proposer's permanent address until changed by written notice to the Executive Director. All notices provided for in the contract shall be considered as delivered to the CONTRACTOR when mailed or delivered to such address.

102.07--Irregular Proposals. Proposals will be considered irregular and may be rejected for any of the following reasons:

- (a) If the Proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached, except as allowed in Subsection 102.06.
- (b) If there are unauthorized additions, conditional or alternate Proposals or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the Proposer adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (d) If the Proposal, does not contain acknowledgement of receipt and addition to the Proposal and contract documents of all addenda issued prior to opening of Proposals.
- (e) Failure to execute required affidavits, certificates, etc., and furnish Proposal guaranty.
- (f) The Mississippi Transportation COMMISSION reserves the right to reject any or all Proposals, to waive technicalities or irregularities, or to advertise for new Proposals, and the decision of the COMMISSION to reject any Proposal shall not be cause for any liability or damage against the COMMISSION, the Department, any of its officers, duly appointed representatives or employees.

102.08--Proposal Guaranty. No Volume 2 Proposal will be considered unless accompanied by certified check, cashier's check or bond, made payable to the State of Mississippi, in an amount of not less than five percent of the total amount of the Proposal offered. The guaranty shall be evidence of good faith that, if awarded the Contract, the Proposer will execute the Contract and give Contract bond as stipulated in Subsection 103.05 and as required by law.

If a bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a qualified Mississippi resident agent and the Proposer.

102.09--Delivery of Proposals. Unless otherwise specified, each Volume 2 Proposal shall be submitted sealed in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. Proposal Forms are nontransferable and no name or names of interested parties may be shown other than those to whom the Proposal was issued. When sent by mail, the sealed Proposals shall be mailed to the Department at the address and in care of the official in whose office the Proposals are to be received. All Proposals shall be filed prior to the time and place specified in the Request for Proposals (RFP). Proposals received after the time set forth in the RFP will be returned to the Proposer unopened.

102.10--Withdrawal or Revision of Proposals. A Proposer may withdraw or revise a Proposal after it has been deposited with the Department, provided the Executive Director has received, in writing, the request for such withdrawal or revision prior to the time set for opening Proposals.

102.11--Blank

102.12--Blank

102.13--Disqualification of Proposers. In addition to those matters set forth in Section 102.07 regarding Irregular Proposals, either of the following reasons may be considered as being sufficient for the disqualification of a Proposer and the rejection of the Proposer's submitted Proposal or Proposals:

- (a) More than one Proposal for the same work from an individual, partnership, firm or corporation under the same or different name(s).
- (b) Evidence of collusion among Proposers. Participants in such collusion will receive no recognition as Proposers for any future work of the Department until reinstated as a qualified Proposer.

102.14--Material Guaranty. At the option of the Department, the successful Proposer shall be required at any time before or after the award or execution of the Contract to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the Work and shall provide the Department with access to all sources of materials for sampling and testing to determine their quality, uniformity and fitness for the work in accordance with the Contract.

SECTION 103 - PROPOSAL REQUIREMENTS AND CONDITIONS

103.01--Consideration of Proposals. After the Proposals are opened and read, they will be compared on the basis of the criteria set for in the Request For Proposal.

103.02--Award of Contract. The award of a Contract, if awarded, will be made within 60 calendar days after the opening of Proposals to the Best Value Proposal and whose Proposal complies with all the requirements prescribed. The award of contracts involving the expenditure of Federal funds is contingent upon concurrence of the FHWA. The successful Proposer will be notified of the award by letter mailed to the address shown on the Proposal.

103.03--Cancellation of Award. The Department reserves the right to cancel the award of a contract any time prior to the execution by all parties without liability against the COMMISSION, Department, or any of its officers or employees.

103.04--Return of Proposal Guaranty. The retained Proposal Guaranty of the Proposers will be returned in accordance with the following:

- i. If a contract is executed with the Best Value Proposer, then the remaining Proposers will receive their proposal guaranty within 10 days.
- ii. If the Best Value Proposer fails to execute a contract, then the Proposal Guaranty will be forfeited in accordance with Section 103.08.
- iii. If the COMMISSION elects to negotiate a contract with the next responsive Best Value Proposer(s), then the same procedure as defined above will be followed.

In the event no award is made within 30 days after the opening of the Proposals, the Executive Director may permit the Proposer to replace the certified check or cashier's check with a satisfactory Proposer's bond.

Should no award be made within 60 calendar days, all Proposals will be rejected and all guaranties returned unless the Best Value Proposer, at the request of the COMMISSION, agrees in writing to a longer delay.

103.05--Requirement of Contract Bond. Prior to the execution of the contract, the Best Value Proposer shall execute and deliver to the Executive Director a Contract bond or bonds in a sum equal to the full amount of the Contract. In the event of award of a joint Proposal, each individual, partnership, firm or corporation shall assume jointly the full obligations under the

Contract and Contract bond. The form of the bond(s) shall be that provided by or acceptable to the Department. The bond(s) shall be negotiated for, procured from and the premium paid to a qualified Mississippi resident agent of the Surety. The bond shall be signed or countersigned by a Mississippi resident agent and also bear the signature of an "attorney-in-fact" of the surety. Reference is made to Section 31-5-51 *et seq* of the Mississippi Code of 1972, Annotated, and other State statutes applicable thereto.

103.06--Blank

103.07--Execution and Approval of Contract. The Best Value Proposer to whom the Contract has been awarded shall sign and file with the Executive Director, the Contract and all documents required by the contract within 20 days after the Contract has been awarded. The Contract may require certain documents be submitted at an earlier date, in which case, those documents shall be submitted within the time frame specified. No Contract is in effect until it is executed by all parties.

103.08--Failure to Execute Contract. Failure of the Proposer to execute the Contract and file acceptable bond and/or other required documents within 20 days shall be just cause for the cancellation of the award and forfeiture of the Proposal guaranty which shall become the property of the Department, not as a penalty but in liquidation of damages sustained. Award may then be made to the next responsive Best Value Proposer, or the work may be re-advertised at the discretion of the Department.

SECTION 104 - SCOPE OF WORK

104.01--Intent of Contract. The intent of the Contract is to provide for the execution, design, construction, and completion in every detail of the Work described, and to compensate the CONTRACTOR for all acceptable Work performed in accordance with the provisions of the Contract. The CONTRACTOR shall furnish all labor, materials, equipment, supplies, transportation, supervision, methods and procedures necessary to complete the Work in accordance with the terms of the Contract.

104.01.1--Partnering Process

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

VOLUNTARY PARTNERING:

The Mississippi Department of Transportation encourages the foundation of a cohesive partnership with the CONTRACTOR and its principal subcontractors and suppliers. This partnership will be structured to draw on the strengths of each organization to identify and

achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with the Contract.

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

To implement this partnering initiative prior to starting of Work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the pre-construction conference, the CONTRACTOR's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The CONTRACTOR working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel including MDOT's duly authorized representative, the CONTRACTOR's Key Individuals of both the prime and principal subcontractors and suppliers. The CONTRACTOR's design engineers, MDOT design engineers and FHWA will be also be invited to attend as necessary. The CONTRACTOR and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the Contract as agreed by the CONTRACTOR and MDOT.

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

104.02--Alterations of Plans or Character of Work. Except as may be necessary to satisfactorily complete the Contract, no alterations of the plans or the nature of the work will involve work beyond the termini of the contemplated construction without modification of the Contract and approval by all parties concerned.

The Department reserves the right to make, in writing, at any time during the Work, such alterations in the Work as are necessary to satisfactorily complete the Project. Such changes and alterations shall neither invalidate the Contract nor release the Surety, and the CONTRACTOR agrees to perform the Work as altered.

Wherever in the Specifications a supplemental agreement is provided for, such supplemental agreement must be approved by the COMMISSION and spread upon its minutes prior to execution by the Executive Director.

104.02.1--Blank.

104.02.02--Blank

104.02.03--Blank

104.03--Extra Work. If the Engineer determines that authorized extra work changes the Project scope of the original Contract, an adjustment will be made to the Contract.

The basis for any allowable price adjustment will be a negotiated amount or, in lieu of negotiations or other agreement, an amount based on the sum of actual labor, material, equipment, insurance, bond, tax, etc. costs computed in accordance with Contract Section III Contract Price/Contract Payments Item B. 1. Allowable adjustments. The adjustment amount established by the Engineer will constitute full and complete settlement of all costs attributable to the change in Project scope.

The basis for any allowable time adjustment will be the amount of time that the change in Project scope affects completion of critical path method (CPM) Subsection 108.03.01 critical activities.

104.04--Maintenance of Traffic. Unless otherwise provided, the road under construction and all other roads and entrances to adjacent property within the right-of-way will be kept open to through and local traffic.

The CONTRACTOR shall keep the portion of the Project being used by public traffic in satisfactory condition for traffic to be adequately accommodated. The CONTRACTOR shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms. Employees of the Department, their duly authorized representative and the FHWA involved shall have access to all portions of the project at all times.

On any facility which traffic is maintained, mowing shall be performed as necessary as determined by the Engineer to provide reasonable appearance and safety to the traveling public. Mowing shall include those areas from the edge of the pavement to the edge of Right-of-Way as directed and to the satisfaction of the Engineer. The cost of mowing shall be the responsibility of the CONTRACTOR.

In case it is necessary or desirable to close a portion of the Project to traffic, the plans, special provisions, or other Contract documents will so indicate, or in case provisions are not made on the plans or in other Contract documents, the Engineer may permit in writing temporary closures of small portions of the project as deemed necessary to expedite the Work without compromising the convenience and safety of traffic.

The CONTRACTOR shall be bound by the provisions of this subsection and other applicable provisions of the Contract with regard to the safe and convenient passage of traffic.

In the case of a project for improvements or construction alongside an existing roadway on which traffic is required to be maintained, no equipment, vehicles or materials will be permitted to park or be stored within the clear/safety zone of the roadway unless it is behind a lane or shoulder closure.

The CONTRACTOR shall not obstruct any traffic facility or connection thereto which is officially opened to public or private traffic or required under the Contract to be maintained except as permitted in writing by the Engineer on the basis that other suitable provisions have been made.

Due to accident possibilities for certain days of peak traffic use, the right is hereby reserved for the Engineer to suspend upon due notice to the CONTRACTOR any operation which, if allowed to be carried on, would seriously jeopardize the safety of the traveling public. Possible examples would be on holidays including the day preceding and the day following the holiday, or on days of major public events in the general area. The notice will specifically state the dates of the suspension. Additional compensation will not be paid because of such suspension.

The CONTRACTOR will be required to restore and/or maintain traffic caused by snow, ice, major flooding, landslide or phenomenon of nature such as an earthquake, hurricane, tornado, etc. If the Engineer orders such special maintenance of traffic for the benefit of the traveling public, the ordered work shall be accomplished as provided in Subsection 104.03.

Unsatisfactory maintenance of traffic shall be subject to the procedures provided in Subsection 105.15.

104.05--Removal and Disposal of All Materials from the Project. The CONTRACTOR shall remove and dispose of all existing structures and obstructions in accordance with the provisions of Section 202 and the Special Provisions.

Upon expiration of the property owner's rights, the CONTRACTOR shall proceed to remove and dispose of structures and obstructions in accordance with this subsection and other applicable provisions of the Contract.

All existing structures and obstructions or residual portions of structures and obstructions are to be removed by the CONTRACTOR.

When materials are to be removed and disposed of at locations provided by the CONTRACTOR, the CONTRACTOR shall furnish the Engineer a copy of a release from each property owner for the servitude of the land. The CONTRACTOR shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland. The State, the COMMISSION, the Department, or any of its officers, duly appointed representatives or employees will have no ownership or liability whatsoever for materials or matter removed thus from the right-of-way.

All removals by the CONTRACTORS are to be made in accordance with the provisions of Section 201, Section 202 and Section 203.

104.06--Use of Materials Found in the Work. It is understood that the title to all materials found within the right-of-way or easements remains with the State.

However, the Engineer may permit the CONTRACTOR to use stone, gravel, sand and other suitable materials found within the grading limits that may be useful in fulfillment of the Contract requirements. The excavation material, so removed and needed for use in embankments, backfills, approaches, or otherwise in the Work, shall be replaced by the CONTRACTOR with other material acceptable to the Engineer all at no cost to MDOT.

104.07--Final Cleaning Up. Before acceptance and final payment will be made, all areas within the right-of-way shall be cleaned of all rubbish, temporary buildings and structures, equipment and excess materials. All property occupied or affected by the CONTRACTOR and all parts of the Work shall be left in a neat and orderly manner acceptable to the Engineer with all waterways unobstructed.

Prior to final inspection for release of maintenance, all areas of the Work which have developed an undesirable growth of vegetation shall be given a final mowing, and all undesirable bushes, high grasses and weeds shall be cut and disposed of as directed by the Engineer. The cost of mowing shall be the responsibility of the CONTRACTOR.

104.08--Value Engineering Incentive. Value Engineering Incentive applies to any cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract documents so as to contribute to design cost effectiveness or significantly improve the quality of the final product. This subsection does not apply unless a proposal is identified by the CONTRACTOR at the time of submission as a Value Engineering Incentive Proposal. The Department shall be the sole judge of the acceptability of any such proposal and of the estimated net savings in construction costs from adoption of all or any part of such proposal.

Cost reduction proposals approved by the Department are to be implemented by a supplemental agreement to the Contract and must result in savings without impairing any essential functions and characteristics such as safety, service life, reliability, economy of operations, ease of maintenance, aesthetics and necessary standard design features. Proposed changes in the basic design requirements of a bridge or of a pavement system will not normally be given consideration as a Value Engineering Incentive Proposal.

As a minimum, the CONTRACTOR shall submit the following information with each proposal:

- (a) A statement that the proposal is submitted as a Value Engineering Incentive Proposal;
- (b) Description of the proposal;

- (c) Narrative on the Contract requirements which will require modification including a recommendation for each change;
- (d) Estimated cost reductions;
- (e) Prediction of any effects on other costs to the Department;
- (f) Recommended implementation timeframe with supporting data for maximizing cost reduction during the remainder of the Contract; and
- (g) A statement as to the anticipated effect on the project completion date.

The COMMISSION, the Department or any of its officers, duly appointed representatives or employees will not be liable for any delay in acting upon a proposal. The decision of the Engineer as to acceptance of any such proposal will be final and not be subject to Subsection 105.17. The Department may accept the proposal, in whole or in part, by executing a supplemental agreement that will specifically state that, it is executed pursuant to these provisions. Such agreement will incorporate the necessary changes or additions to the Contract documents to permit the proposal or accepted part thereof to be put into effect. If conditional, it will include conditions upon which the Department's approval is based. The agreement will also set forth the estimated net savings attributable to the proposal and will further provide that the CONTRACTOR be paid 50 percent of said savings. For those Value Engineering proposals submitted by the Department, the CONTRACTOR will be paid 50 percent of the savings. The cost to the Department in evaluating the proposal will be considered in determining the estimated net savings. The CONTRACTOR's share of the savings shall constitute full compensation for the Value Engineering Incentive Proposal.

Approval of the proposal and performance of the work thereof shall not change the Contract completion date unless specifically provided for in the supplemental agreement implementing the proposal.

The CONTRACTOR may request that the Department not use or disclose the information submitted with a proposal and such request may be honored for the extent allowed by law. Such restriction must be in writing and submitted with the proposal. If the proposal is accepted, this restriction shall be void and the Department may use, duplicate or disclose any data necessary to utilize such proposal. The executed supplemental agreement implementing the proposal will become public information in the files of the Department.

SECTION 105 - CONTROL OF WORK

105.01--Authority of the Engineer. The Engineer will decide all questions which may arise as to the quality and acceptability of materials, the work and the progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the fulfillment of the Contract.

The Engineer will have the authority to suspend the Work wholly or in part and to withhold payments because of the CONTRACTOR's failure to 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. The Engineer may also suspend Work for periods deemed necessary due to unsuitable weather conditions, for any conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the public interest. The Engineer may authorize, in writing, the continued prosecution of Work activities past their specified seasonal limits when it is determined that the quality of the Work will not be reduced and the public interest will be best served.

The Engineer will have authority to enforce and make effective all decisions and orders relating to the contract.

105.02—Plans, Shop Drawings, and Working Drawings. The CONTRACTOR shall have one copy of the Proposal and Contract documents and one half-scale copy of the plans available at all times during Work activity on the project.

Plans will generally show details of the Work to be performed and a summary of the items appearing in the proposal. The plans will be supplemented by shop drawings or working drawings as necessary to adequately control the work. Shop drawings or working drawings shall be furnished by the CONTRACTOR as required for the completion of the work. Shop drawings or working drawings shall not be considered as plan changes and any conflicts on shop drawings or working drawings, shall not supersede the requirements of the Released for Construction (RFC'd) plans and specifications. If required, the CONTRACTOR shall furnish to the Engineer the original tracings of shop drawings or working plans in the format desired by the Engineer.

The contract price shall include the cost of furnishing all shop drawings or working drawings including all revised drawings that may be required in the event design details of the plans are changed.

105.03--Blank.-

105.04--Coordination of Specifications, Supplemental Specifications, Special Provisions and Request for Proposal (RFP). These specifications, special provisions, Request for Proposal (RFP), CONTRACTOR's Proposal and all other supplemental documents are essential parts of the contract, and a requirement occurring in one contract document is as binding as though occurring in all. They are intended to be complementary and provide for a complete Work. In case of discrepancy, calculated dimensions will govern over scaled dimensions. Parts of the contract will prevail in the following order:

- (a) Request for Proposal (RFP)
- (b) Special Provisions
- (c) Supplemental Specifications
- (d) Standard Specifications
- (e) CONTRACTOR's Proposal

Any reference in the contract documents to a particular Section or Subsection shall mean that Section or Subsection of the Mississippi Standard Specifications for Road and Bridge Construction, or that Section or Subsection as modified by the Contract.

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract requirements. When the CONTRACTOR discovers an error or omission, the Engineer shall be immediately notified. The CONTRACTOR will then make corrections utilizing the RFR process described in Attachment A Article II D. 4. and interpretations deemed necessary for fulfilling the intent of the Contract.

105.05--Cooperation by CONTRACTOR. The CONTRACTOR shall give the work the attention necessary to expedite its progress, and shall cooperate with the Department, its duly authorized representatives and other CONTRACTORS in every possible way.

The CONTRACTOR shall have a competent and experienced full time resident Project Director who is capable of reading and understanding the plans and specifications for the particular work being performed. The Project Director shall receive instructions from the Engineer or duly authorized representative. Upon issuance of the Notice of Award, the CONTRACTOR or duly appointed agent authorized to bind the CONTRACTOR shall file with the Engineer the name and address of the Project Director who will supervise the work. The Engineer shall be immediately notified in writing when a change is requested in the Contract's Project Director or Project Director's address. The Project Director shall not be changed without MDOT's approval. The Project Director shall have full authority to execute orders or directives

of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such Project Director shall be furnished irrespective of the amount of work sublet.

The Project Director shall advise the Engineer of an intended absence from the Work and designate a person to be in charge of the Work during such absence.

The CONTRACTOR shall also designate a responsible person, whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements.

The Engineer shall be furnished with the telephone numbers where the CONTRACTOR's responsible person and a substitute, authorized to act in the absence of the responsible person, may be reached at all times when not on the Project.

105.06--Blank.

105.07--Cooperation Between Contractors. The Department reserves the right to award contracts for work on or near work covered by other contracts. Each CONTRACTOR will be expected to cooperate with the other CONTRACTOR(s) and the Department in every reasonable manner.

The Department will make a determination as to the practicality of prosecuting an existing contract before an additional award is made for work in the same area. Insofar as is practicable, the Department will give notice of the intent to award subsequent contracts in the same area. Failure to do so, however, shall not prejudice the rights of the COMMISSION to award additional contracts and shall not constitute grounds for claims against the State, the COMMISSION, the Department or any of its officers or employees.

When separate contracts are let for work, any part or all of which is within the same limits, each CONTRACTOR's work shall be conducted so as to cause the least interference with work being performed by the other CONTRACTOR(s).

When contracts are awarded to separate CONTRACTORs for concurrent construction within a common area, the CONTRACTORs, in conference with the Engineer, shall establish a written joint schedule of operations. Such schedule will set out approximate dates and sequences for work to be performed with due regard to needs and contract time imitations of each contract. The Engineer may allow modification of the schedule when mutual benefit to the CONTRACTORs and the Engineer will result. Any modification of the joint schedule shall be in writing, mutually agreeable, and signed by the CONTRACTORs. Failure of either CONTRACTOR to abide by the terms of the joint schedule or modified schedule will be justification for termination of the Contract under the provision of Subsection 108.08.

Each CONTRACTOR's work shall be arranged such that the placement and disposal of the materials and equipment being used shall not interfere with the operations of the other CONTRACTOR. Each CONTRACTOR shall join their work with that of others in an acceptable manner and perform it in the sequence of the established schedule. Each CONTRACTOR involved shall assume all liability, financial and otherwise, in connection with the Contract and shall protect and save harmless the COMMISSION, Department or any of its officers, duly authorized representatives, or employees from all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of the other CONTRACTOR(s) working within the same Contract limits.

105.08--Construction Stakes, Lines and Grades. Except as noted elsewhere in the Contract, the CONTRACTOR will set construction stakes establishing lines, slopes, and profile grades in road Work and establish all centerline and benchmarks for bridge Work. The CONTRACTOR will also provide all necessary information relating to lines, slopes, and grades. These stakes and benchmarks shall constitute the field control by which the CONTRACTOR shall establish and

maintain all necessary controls and perform the Work. Any corrective Work caused by inaccurate field controls established by the CONTRACTOR will be performed in a manner satisfactory to the Engineer and at no additional cost to the Department.

105.09-- Blank

105.10--Duties of the Inspector. Inspectors assigned by the Department or his duly authorized representative will be authorized to inspect all Work and materials for compliance with the Contract requirements. The inspection may extend to all parts of the Work and to the preparation, fabrication or manufacture of the materials. The inspector will not be authorized to alter or waive the provisions of the Contract, to issue instructions contrary to the Contract requirements or to act as foreman for the CONTRACTOR.

105.11--Inspection of Work. All materials and each part or detail of the Work are subject to inspection by the Engineer. The Engineer shall be allowed access to all of the Work and shall be furnished with such information and assistance by the CONTRACTOR as necessary to make a complete and detailed inspection.

When any unit of government, political subdivision, Railroad Corporation or other public service is to pay a portion of the cost of the Work its respective representative shall have the right to inspect the Work. Such inspection shall in no way make said agency or corporation a party to this Contract and shall in no way interfere with the rights of either party of the Contract. Further, no inspection of the Work by the Engineer or any other MDOT representative shall relieve CONTRACTOR of its responsibilities under this Contract.

105.12--Removal of Unacceptable and Unauthorized Work.

Should the Engineer determine the materials or finished product do not conform to the Contract requirements, the Engineer will make a determination if the Work will be accepted and remain in place. If the materials or finished product are judged adequate for the use intended, the Engineer will document the basis for acceptance by Contract modification that will provide for an adjusted payment. If not judged adequate for the use intended, the nonconforming materials or finished product shall be either reworked or removed and replaced by the CONTRACTOR at no cost to the Engineer.

105.13--Load and Speed Restrictions during Construction. The CONTRACTOR shall determine and comply with all legal load restrictions in the hauling of materials on all public roads that are beyond the limits of the Project. The Department shall not have any obligations to determine or inform the CONTRACTOR of any legal load limitations of any municipality, county or the State of Mississippi. A special permit will not relieve the CONTRACTOR of liability for damages that may result from the moving of material or equipment.

Within the Project limits, the operation of equipment of such weight or so loaded as to cause damage to the roadway, structures or other work is forbidden. The CONTRACTOR shall regulate loads such that damage will not occur to structures or any completed subgrade or pavement structure, but in no case shall loads exceed the legal load limit. Loads will not be permitted on a portland cement concrete pavement, base or structure before the expiration of the curing period.

The CONTRACTOR shall be responsible for all damages caused by hauling equipment. The CONTRACTOR shall provide approved platform scales or a sufficient number of approved portable scales together with essentials for calibrating and all labor, tools, and equipment necessary to weigh as many loaded vehicles as will assure the Engineer of the CONTRACTOR's compliance with weight restrictions.

The CONTRACTOR shall be responsible for the safe speed of vehicles assigned to the project. Speeds less than those provided by law may be ordered in writing by the Engineer when in the opinion of the Engineer such action is essential to public safety or to the quality of Work.

105.14--Maintenance during Construction. The CONTRACTOR shall maintain the Work until released from maintenance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment, forces and material to the end that the roadway, structures and all other features of the work are kept in satisfactory condition at all times. Traffic shall be continuously, safely and conveniently maintained as required under the contract.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.

All cost for maintenance of the Work shall be the responsibility of the CONTRACTOR.

105.15--Failure to Maintain Roadway or Structures. If the CONTRACTOR, at any time, fails to comply with the provisions of Subsection 105.14, the Engineer will immediately notify the CONTRACTOR of such non-compliance. When the deficiency creates a traffic hazard, the CONTRACTOR shall immediately use all available means to correct or otherwise remove the hazard. The CONTRACTOR's failure to remedy unsatisfactory maintenance within 24 hours after receipt of such notice will be just cause for the Engineer to maintain the Project with such forces as the Engineer deems necessary. Any and all cost to the State or COMMISSION will be deducted from monies due or to become due the CONTRACTOR.

105.16--Acceptance.

105.16.1--Partial Acceptance. When the CONTRACTOR has completed a unit of the Work such as an interchange, a structure, a portion of the road or pavement or one Project of a multi-project contract, the CONTRACTOR may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the Contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit.

In the event items of Work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the Work or other engineering determination, the release shall terminate upon written notification to the CONTRACTOR. The CONTRACTOR shall make all corrections, restorations, constructions or re-constructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the Contract.

Partial acceptance does not constitute final acceptance of the Work, or any part thereof, nor in any way void or alter any of the terms of the Contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted Work.
- (b) Further public liability for the defined limits of the partially accepted Work.

105.16.2--Final Acceptance. Upon written notice from the CONTRACTOR of presumptive completion of all the Work and upon due notice from the Engineer, the Engineer will make an inspection. If all Work provided by the contract has been completed to the Engineer's satisfaction, the Engineer's inspection will constitute the final inspection, and the Engineer will conditionally release the CONTRACTOR of maintenance and notify the Executive Director of completion.

Upon evidence that the CONTRACTOR has fulfilled all obligations under the Contract, the Executive Director will make final acceptance and notify the CONTRACTOR in writing. On applicable Federal Aid projects, form FHWA-47 must be completed and submitted to the Project Engineer within 45 days of the final inspection. If the inspection discloses any Work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the CONTRACTOR all discrepancies in the Work. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed and the Engineer will notify the Executive Director as to said completion. Upon evidence that the CONTRACTOR has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the CONTRACTOR in writing.

However, if during the final inspection the Engineer determines that all Work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend acceptance of all Work except items related to growth and coverage. Upon such recommendation the CONTRACTOR may be released of maintenance and further contractual liabilities for the completed Work. The CONTRACTOR will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

105.17--Blank.

105.18--Blank.

SECTION 106 - CONTROL OF MATERIALS

106.01--Source of Supply and Quality Requirements.

106.01.1--General. The materials used in the Work shall meet all quality requirements of the Contract. At the option of the Engineer, materials may be approved at the source of supply provided the CONTRACTOR provides the quality control inspection and notifies the Engineer of the proposed source of material well in advance of the time of proposed delivery.

If previously approved materials do not produce uniform and satisfactory products, the CONTRACTOR shall furnish materials from other sources.

The CONTRACTOR is responsible for the quality control of all phases of work entailed by the contract requirements including design, construction and materials incorporated. The CONTRACTOR shall provide and maintain quality control procedures and processes to continually assess the quality of all work and to verify that the quality of work performed meets the criteria and levels of performance stipulated by the Contract.

The Engineer is responsible for determining the acceptability of all phases of Work entailed by the Contract requirements utilizing MDOT's acceptance procedures.

106.01.2--Warranties, Guaranties, Instruction Sheets and Parts Lists. For manufactured articles, units, components or materials incorporated in any mechanical or electrical facility required under the Contract, the manufacturer's warranties, guaranties, instruction sheets and parts lists shall be delivered to the Engineer before final acceptance of the work.

106.02--Local Material Sources – Deleted

106.02.1--Designated Sources – Deleted

106.02.2--CONTRACTOR Furnished Sources. The CONTRACTOR shall provide sources of materials meeting the requirements of the Contract and shall bear all costs involved in the inspection, sampling and testing for quality control of all materials.

The Department will assume the cost of acceptance sampling and testing during production and use of the materials.

106.02.3--All Sources. All pits and quarry sites are subject to approval from the Mississippi Department of Environmental Quality, Office of Geology, as set forth in Subsection 107.23. All pit operations including hauling shall comply with the applicable provisions of Subsection 107.22. Unless otherwise permitted, all pits shall be temporarily fenced where standing water is present and drained upon completion.

106.03--Samples, Tests, and Cited Specifications. All materials used in the Work shall conform to the general requirements of Section 700 and the specific requirements for each item of Work described therein. Cited specifications of AASHTO, ASTM or Federal Specifications for materials or test methods shall be understood to mean approved pre-published or published "Standards" of ASTM, AASHTO, Federal Specifications; Interim Specifications of AASHTO denoted by the suffix "I", Tentative Specifications of ASTM denoted by the suffix "T", or amended Federal Specifications denoted by a numbered amendment, current on the date of advertisement for RFP.

Unless otherwise provided, all inspection, sampling and testing for quality control of materials shall be performed in accordance with Subsection 700.03 by the CONTRACTOR. The Work shall be considered incomplete until acceptance of all materials used in the Work. Any Work performed prior to approval of materials will be the sole responsibility of the CONTRACTOR.

The Department reserves the right to retest all materials even though they have been tested and approved earlier and to reject all retested materials that do not meet the requirements of the contract.

Prior inspection, test and approval of material used as a component of another item of Work shall in no way imply acceptance if the Work in which the material is incorporated fails to meet the requirements of the Contract.

Test reports will be furnished by both parties to the Contract upon request.

106.04--Certification of Compliance. Prior to sampling and testing by the CONTRACTOR, the Engineer may permit use of certain materials or assemblies accompanied by acceptable certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract. An approved certificate of compliance in which the lot is clearly identified must accompany each lot of such materials or assemblies delivered to the work. Certificates of Compliance shall be prepared in accordance with Subsection 700.05.

Materials and assemblies used on the basis of Certificates of Compliance and found not to be in conformity with Contract requirements are subject to rejection whether in place or not.

Unless otherwise required, the original and three copies of all Certificates of Compliance shall be furnished to the Engineer. Unless specifically provided for elsewhere in the Contract, payment for the Work will not be made until proper certification has been received.

106.05--Plant Inspection. The Engineer may make additional Quality Assurance inspections at the source of material produced by a third party. In the event such plant inspection is undertaken the following conditions shall be met:

- (a) The Engineer shall have the cooperation and assistance of the CONTRACTOR and the producer.

- (b) The Engineer shall have full entry of the plant as may concern the manufacture or production of the materials.
- (c) When specified, the CONTRACTOR shall provide an approved laboratory unit conforming to the applicable requirements of Section 621.
- (d) The CONTRACTOR shall reimburse MDOT for all costs for out-of-state QA activities incurred by MDOT's representatives.

106.06--Blank

106.07--Foreign Materials.

106.07.1--Use of Domestic Steel Products: When steel or iron is used it shall be in compliance with Section 165 of the Surface Transportation Assistance Act of 1982, the applicable provisions of Title 23 CFR, Section 635.410, as amended, entitled "Buy America Requirements."

Pig Iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials used in Federal-aid highway construction projects.

Except as specifically prohibited in these specifications or other contract documents, consideration may be given by the Department to the use of certain materials manufactured or produced outside of the United States provided the materials are delivered to approved locations within the State. The CONTRACTOR shall, at no additional cost of to the State, arrange for any required sampling and testing which the State is not equipped to perform.

All testing shall generally be performed within the United States' Mainland and be subject to witnessing by the Engineer. Certain materials or processes may necessitate the testing be performed or witnessed at the foreign source by State personnel. When the Engineer authorizes inspection at a site outside the State of Mississippi, the CONTRACTOR shall reimburse the State for all expenses incurred by the State's representatives.

For materials requiring mill test reports, the State Materials Engineer will determine that in-plant quality controls are adequate to assure delivery of uniform material in accordance with contract requirements, and the State Materials Engineer's determination of the adequacy of in-plant quality controls with respect to mill test reports and certificates of compliance shall be final.

No structural materials will be accepted which cannot be properly identified with mill test reports and certificates of compliance even though in-plant quality control procedures have been established to the satisfaction of the State Materials Engineer.

106.08--Storage of Materials. Materials shall be stored in a manner to assure the preservation of their quality and fitness for the Work. Stored materials may be re-inspected and re-tested prior to their use in the Work. The materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for plant operation and storage of materials and equipment. Private property shall not be used without written permission of the owner or lessee, and duplicate copies of such written permission shall be furnished the Engineer. All sites shall be restored to their original conditions at no additional cost to the State or the COMMISSION. This shall not apply to shipping and storing of materials salvaged from the Work for use by the Department on other work.

106.09--Handling Materials. All materials shall be handled in such manner as to reserve their quality and fitness for the work. Materials shall be transported in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring for incorporation in the Work.

106.10--Unacceptable Materials. All materials not conforming to the requirements of the specifications at the time they are incorporated in the Work shall be rejected and removed immediately unless otherwise instructed by the Engineer.

106.10.1--Acceptance or Rejection of Materials: Following the application of the appropriate MDOT acceptance criteria, the decision of the Engineer will be final as to the acceptance, rejection, or acceptance at an adjusted price of all materials incorporated into the Work.

106.10.2--Disposition of Materials: All material evaluated by MDOT as unsatisfactory for the use intended shall be reworked or removed and replaced and resubmitted for acceptance. Rejected materials that have been resubmitted for acceptance shall not be used until the Engineer has given written approval. When the MDOT evaluation indicates the material may satisfactorily remain in place, acceptance will be at an adjusted price as stated in the Specifications or as directed by the Engineer.

106.11--Department Furnished Material - Deleted

106.12--Substitute Materials. The CONTRACTOR may request the Department to approve the use of substitute materials for specific uses provided the requested material is on the Department's "List of Approved Materials." CONTRACTORS proposing to use substitute materials will be responsible for determining if the material has gained Department approval. When an approved substitute material is to be used, the CONTRACTOR will furnish a certification from the manufacturer that the product is the same material as approved by the Department and that no alterations have been made. Material will be sampled and tested by the Department as necessary for acceptance. Approved lists may be obtained from the State Materials Engineer.

106.13--Convict Produced Materials - Deleted

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01--Laws to Be Observed. The CONTRACTOR will keep fully informed of and comply with all Federal, State and local laws, ordinances, regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the Work or affect the conduct of the Work. The CONTRACTOR shall protect and indemnify the State and its duly appointed representatives against all claims or liability arising from or based on the violation of such laws, ordinances, regulations, orders or decrees whether by the CONTRACTOR, the CONTRACTOR's employees, subcontractors and employees or agents thereof.

107.02--Permits, Licenses, and Taxes. The CONTRACTOR shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the Work.

The CONTRACTOR is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, *et seq.* and its requirements and penalties apply to any contract for construction, reconstruction, maintenance or repairs, for Contracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Mississippi State Tax Commission will be notified of the name and address of CONTRACTORS that are awarded MDOT contracts. The CONTRACTOR will be subject to an

audit during the life of this Contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, *et seq.*

107.03--Patented Devices, Materials, and Processes. If the CONTRACTOR employs any design, device, material or process covered by letters of patent or copyright, the CONTRACTOR shall provide for such use by agreement with the patentee or owner. The CONTRACTOR shall not involve the State or the COMMISSION in the payment for royalties, either directly or indirectly. Attention is invited to Section 65-1-61, Mississippi Code of 1972, Annotated, regarding use of patented materials for paving. At any time during the prosecution or after completion of the work, the CONTRACTOR and Surety shall indemnify and save harmless the State and/or the COMMISSION, any affected third party or political subdivision from any and all claims for infringement by use of any such patent or copyright.

107.04--Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service in the highway or street or to grant permits for same, at any time, is expressly reserved by the Department. The CONTRACTOR will not be entitled to any damages from the COMMISSION or the Department for delays or damages due to utility construction or reconstruction by a third party.

Any individual, firm or corporation wishing to make an opening in the highway must secure a permit from the Engineer. The CONTRACTOR shall allow parties bearing approved permits or agreements, and only those parties, to make openings in the highway. When ordered by the Engineer, the CONTRACTOR shall make all necessary repairs. The repairs will be subject to the same requirements as the original work and all costs will be the responsibility of the CONTRACTOR.

107.05--Federal Aid Participation. When the United States Government pays all or any portion of the cost of a Project, the Federal laws and the rules and regulations made pursuant to such laws shall be observed by the CONTRACTOR, and the work shall be subject to the inspection of the Federal agency. Such inspection shall in no way make the Government a party to this Contract nor will it interfere with the rights of either party hereunder.

107.06--Sanitary, Health and Safety Provisions. The CONTRACTOR shall provide and maintain adequate sanitation facilities for employee use. The location of such accommodations shall be subject to the prior approval of the Engineer. The CONTRACTOR shall also provide adequate dust control on the project, haul roads and at other areas of operation.

Such accommodations shall be designed and operated to conform to local and State health regulations. The CONTRACTOR shall not require any worker to work in surroundings or under conditions contrary to local, State, and Federal health and safety regulations. All such requirements and regulations shall be as binding upon the CONTRACTOR as actually included in these specifications.

107.07--Public Convenience and Safety. The CONTRACTOR shall conduct work in a manner to assure the least possible obstruction to traffic. The safety and convenience of the general public, residents along the highway and protection of persons and property shall be provided as specified under Subsection 104.04.

All work on grade separation structures, such as overpasses or underpasses of existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers to insure maximum public safety.

107.08--Railway-Highway Provisions. The CONTRACTOR will obtain railroad agreements as required by the contract.

107.08.1--Authority of Railroad Engineer and Highway Engineer. The authorized representative of the railroad, hereinafter referred to as the Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundation and structure supporting the railroad tracks.

The authorized representative of the Department, hereinafter referred to as the Engineer, shall have authority over all other matters.

107.08.2--Notice of Starting Work. The CONTRACTOR shall not commence any work on railroad rights-of-way until the following conditions have been met:

- (a) Give the Railroad Company written notice with a copy to the Engineer at least ten days in advance of the proposed date to begin work on railroad rights-of-way.
- (b) Obtain from the Railroad Company, written approval of Liability Insurance as required by Subsection 107.14.2.2.
- (c) Obtain written authorization from the Railroad Company to begin work on railroad rights-of-way. Such authorization may include specific conditions.
- (d) Before commencing work on any pier or structure adjacent to any track, the CONTRACTOR shall submit to the Engineer for the approval of the Engineer and Railroad Engineer, seven prints of the proposed sheeting and bracing details and method of installation for protection of the railroad embankment and tracks. These plans shall bear the seal of a registered structural or professional engineer and shall be accompanied by design computations and soil data pertinent to the site, or other acceptable basis used for the design. During construction, the CONTRACTOR shall make provisions satisfactory to the Engineer and Railroad Engineer against disturbing, in any manner, the railroad embankment or track(s).

The Railroad Company's written authorization to proceed with the work should include the name, address and telephone number of the railroad's representative to be notified in advance of the work. Where more than one representative is designated, the area of responsibility of each representative should be specified.

107.08.3--Interference with Railroad Operations. The CONTRACTOR shall arrange and conduct the Work in such a manner that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires and other facilities or tenants on the rights-of-way of the Railroad Company.

Whenever Work is likely to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the CONTRACTOR from liability. Any Work to be performed by the CONTRACTOR which requires protective service (flagging or inspection) shall be deferred by the CONTRACTOR until the protective service is available at the job site.

When Work within railroad rights-of-way is of such a nature that interference to railroad operations is unavoidable, the CONTRACTOR shall schedule and conduct the Work so that such interference is held to a minimum.

Should conditions arise that require immediate and unusual provisions be made to protect operations and property of the railroad, the CONTRACTOR shall provide such provisions. When these provisions are insufficient in the judgment of the Railroad Engineer or the Engineer in the absence of the Railroad Engineer, the CONTRACTOR shall provide such provisions as deemed necessary. Any such unusual provisions shall be without cost to the railroad.

107.08.4--Track Clearances. Unless written authorization to the contrary is obtained from the Railroad Engineer, the minimum track clearances shall be as specified in the AREMA and/or according to railroad requirements.

However, before undertaking any Work within railroad rights-of-way or before placing any obstruction over any track, the CONTRACTOR shall:

- (a) Notify the railroad's representative at least 72 hours in advance of the Work.
- (b) Receive assurance from the railroad's representative that arrangements have been made for any required flagging service.
- (c) Receive permission from the railroad's representative to proceed with the Work.
- (d) Ascertain that the Engineer has received copies of notice to the railroad and the railroad's response.

107.08.5--Construction Procedures.

107.08.5.1--General. Construction work on railroad property shall be subject to the inspection and approval of the railroad representative and in accordance with the railroad's outline of specific conditions and these specifications.

107.08.5.2--Excavation. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. If existing track section is substandard, the CONTRACTOR will be required only to maintain the existing section.

107.08.5.3--Excavation for Structures. When excavating and/or driving piling adjacent to tracks, the CONTRACTOR shall take special precaution and care to provide adequate lateral support for the tracks and the loads that they carry, without disturbance of track alignment and grade, and to avoid obstructing track clearances with equipment, tools, or materials. The procedure for doing such work, including the need for shoring and associated plans, shall be approved by the Railroad Engineer, but such approval shall not relieve the CONTRACTOR from liability.

107.08.5.4--Blasting. The CONTRACTOR shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to railroad property. If permission is granted, the CONTRACTOR will be required to comply with railroad requirements and the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the CONTRACTOR.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
- (c) No blasting shall be done without the presence of an authorized representative of the railroad. At least 72 hours advance notice to the person designated in the railroad's notice of authorization to proceed will be required to arrange for the presence of an authorized railroad representative and such flagging as the railroad may require.
- (d) The CONTRACTOR shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, and correct any track misalignment or other damage to railroad property as directed by the railroad's authorized representative. Cost for delay of trains caused by the CONTRACTOR's actions shall be borne by the CONTRACTOR.

The railroad representative will determine the approximate location of trains and advise the CONTRACTOR of the approximate amount of time available for the blasting and clean-up operation. The representative will have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accord with these specifications.

107.08.5.5--Maintenance of Railroad Facilities. The CONTRACTOR shall maintain all tracks, railroad beds, ditches and drainage structures free of silt or other obstructions, promptly repair eroded areas within railroad rights-of-way, and be responsible to the railroad for repair to any other damage to the property of the railroad or its tenants which is a direct result of the CONTRACTOR's operations.

107.08.5.6--Storage of Materials and Equipment. The CONTRACTOR shall not store materials and equipment on the rights-of-way of the Railroad Company without obtaining written permission from the Railroad Engineer. Such permission may be with the understanding that the Railroad Company will not be liable for any damages to materials and equipment from any cause and that the Railroad Engineer may move or require the CONTRACTOR to move such materials and equipment.

All unattended equipment that is left parked near the track shall be effectively immobilized so that it cannot be moved by unauthorized persons. The CONTRACTOR shall protect, defend, indemnify and save the railroad and any associated, controlled or affiliated corporation harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, due to the CONTRACTOR's failure to immobilize said equipment.

107.08.5.7--Cleanup. Upon completion of the work the CONTRACTOR shall remove from within the limits of the railroad rights-of-way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or authorized representative.

107.08.6--Damages. The CONTRACTOR shall assume liability for damages to the Work, the CONTRACTOR's employees, servants, equipment and materials caused by railroad traffic unless such damages result from negligent operation of the railroad.

Any cost incurred by the railroad for repairing damages to railroad property or to property of railroad tenants caused by or resulting from the CONTRACTOR's operations shall be the responsibility of the CONTRACTOR.

107.08.7--Flagging Services.

107.08.7.1--When Required. The Railroad Engineer has sole authority to determine the need for flagging. Generally, the requirement of this service will be when CONTRACTOR's personnel or equipment are, or are likely to be, working on the railroad's rights-of-way or when the work is likely to disturb a railroad structure, roadbed or grade and alignment of any track to such extent that the movement of trains must be controlled or when booming over track(s) with a crane.

107.08.7.2--Scheduling and Notification. Not later than the time that approval is initially requested to begin work on railroad rights-of-way, the CONTRACTOR shall furnish to the railroad and the Engineer a schedule for all work required to complete the portion of the project within railroad rights-of-way and arrange for a job site meeting between the CONTRACTOR, the Department, and the railroad's authorized representative. Work on railroad rights-of-way shall not begin until the job site meeting has been conducted and the CONTRACTOR's work scheduled.

The CONTRACTOR is to give the railroad representative at least ten days of advance written notice of intent to begin work within railroad rights-of-way in accordance with these specifications. If work is suspended, the CONTRACTOR shall give the railroad representative at least three days of advance notice before resuming work. Such notices shall include sufficient details of the proposed work to enable the railroad representative to determine if flagging will be required. If such notice is in writing, the CONTRACTOR shall furnish the Engineer a copy or if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger(s) are present at the job site.

If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, the CONTRACTOR shall delay work on railroad rights-of-way until such time that a flagger is available.

107.08.7.3--Payment. The CONTRACTOR will be responsible for reimbursement to the railroad directly for any and all costs for flagging and inspection services which are required to accomplish the Work required by the contract.

107.08.8--Haul Across Railroad. Where the plans show or imply that materials must be hauled across a railroad, the CONTRACTOR will be required to make all necessary arrangements with the railroad regarding means of transporting such materials. The CONTRACTOR will reimburse the railroad for cost of flagging, and the CONTRACTOR will be required to bear all other costs incidental to such crossings whether services are performed by the CONTRACTOR or by railroad personnel.

No crossing may be established for transporting materials or equipment across a railroad unless specific authority for its installation, maintenance, protective services and removal is first obtained from the Railroad Engineer.

107.08.9--Railroad Services for Benefit of the CONTRACTOR. Railroad services (including flagging and inspection) needed for any work which is for benefit of the CONTRACTOR or due to work which is the fault of the CONTRACTOR shall be at the CONTRACTOR's expense. The CONTRACTOR shall make specific arrangements for such work including basis of payment with the railroad. Prior to final acceptance, the CONTRACTOR shall furnish to the Engineer satisfactory evidence that the railroad has acknowledged receipt of payment for any such services.

107.08.10--Cooperation and Delays. It shall be the CONTRACTOR's responsibility to arrange a schedule with the railroad for accomplishing stage construction involving work by the railroad or tenants of the railroad. In arranging the schedule, the CONTRACTOR shall ascertain, from the railroad, the lead time required for assembling crews and materials and make due allowance.

No charge or claims of the CONTRACTOR against either the Engineer or the Railroad Company will be allowed for hindrance or delay on account of railroad traffic, work by the Railroad Company or other delays incident to or necessary for safe maintenance of railroad traffic or any delays due to compliance with these Specifications.

107.08.11--Trainman's Walkways. Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than ten feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail with ten foot minimum clearance from centerline of track shall be installed.

107.08.12--Insurance. The CONTRACTOR shall be required to carry insurance in accordance with Subsection 107.14.2.

107.08.13--Failure to Comply. In the event the CONTRACTOR violates or fails to comply with any of the requirements of these specifications, the Railroad Engineer may require that the CONTRACTOR vacate railroad property. Any such orders shall remain in effect until the CONTRACTOR has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

107.09--Construction Over or Adjacent to Navigable Waters and Wetlands. All Work on, over or adjacent to navigable waters or wetlands shall be conducted in accordance with permits issued by the controlling authorities.

The CONTRACTOR will obtain permits for Work over navigable waters and wetlands, and closely examine the provisions of such permits relative to spoil disposal and water quality considerations and the necessary construction of retention basins, settling ponds, temporary navigation lights, etc.

The CONTRACTOR shall conform with all provisions and conditions of the permits. Should temporary construction be proposed for the CONTRACTOR's convenience in the areas set out in the permits, the CONTRACTOR shall apply for and furnish a copy of the required permits to the Engineer before proceeding with the temporary construction.

107.10--Barricades, Warning Signs and Flaggers. The CONTRACTOR shall provide, erect and maintain all necessary barricades, lights, danger signals, signs and other traffic control devices; shall provide qualified flaggers where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. Highways or parts of the Work closed to through traffic shall be protected by effective barricades. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall erect warning signs in advance of all places on the Project where operations may interfere with traffic and at all intermediate points where the Work crosses or coincides with the existing roadway. Such warning signs shall be constructed and erected in accordance with the provisions of the contract.

All barricades, warning signs, lights, temporary signals, other protective devices, flaggers and signaling devices shall meet or exceed the minimum requirements contained in the MUTCD which is current at the time Proposals are received.

All traffic control devices on an existing highway, road or street are understood to be public property under the provisions of Subsection 107.12.

On all sections of a project which are coincident with an existing highway, road, or street and open to traffic, the CONTRACTOR shall be fully responsible for the protection, maintenance, and replacement of all existing signs, route markers, traffic control signals, and other traffic service features from the beginning of contract time or beginning of Work, whichever occurs earlier, until final completion of the Work.

Upon Notice of Award and as directed by the Engineer, the CONTRACTOR shall immediately replace in kind all traffic control devices (except traffic signals and controllers) damaged, destroyed or lost within the project limits as a result of Hurricane Katrina. The devices to be replaced shall be as determined from the most recent MDOT Sign Inventory compiled prior to the hurricane event. Placement of the devices shall not conflict with traffic control provisions specified elsewhere in the Contract. The CONTRACTOR shall also restore or replace in kind, under the provisions of Subsection 107.12, all devices damaged, destroyed or lost by the CONTRACTOR.

On or about the effective date of the Notice of Award, the CONTRACTOR will make an inventory of all traffic control devices with the exception of the signing on the US 90 Detour.

The inventory shall provide an adequate description of each sign, post, message, (not signals) and other devices as a basis for replacement in kind. A copy of the inventory, dated, identified, and signed will be forwarded to the Engineer.

Near completion of the work, the CONTRACTOR will make another inventory of the traffic control devices and distribute as indicated for the earlier inventory. A list and detail description of the traffic control devices (not including signals) which have been damaged, destroyed or lost and must be replaced in kind by the CONTRACTOR will be attached to the inventory. The Engineer will confirm in writing the completion of sign replacement by the CONTRACTOR.

Prior to performing Work on the project, the CONTRACTOR shall make the necessary arrangements to prevent damage or loss of signs and other traffic control devices. Those that cannot be left in their existing positions shall be removed, stored, or reinstalled at locations approved by the Engineer. As soon as Work that conflicted with the original position of each device has been performed, the device shall be reinstalled or replaced with new devices if needed at the original position or modified position as approved by the Engineer.

The CONTRACTOR shall maintain in position only those signs that are appropriate for existing conditions and those that are not or have served their purpose shall be removed or covered as approved by the Engineer. Sign coverings shall be of such material and so placed such that the information contained thereon will not be legible during day or night. The CONTRACTOR shall not allow vegetation, construction materials, equipment, etc. to obscure an applicable traffic control devices.

No change in posted regulatory speed signs may be made without the written authority of the Department. However, advisory speed plates conforming to the current MUTCD may be used in conjunction with the other standard warning signs provided each posted advisory speed is appropriate for the individual hazard created by construction. All proposed changes in regulatory speeds shall be submitted through the Engineer. No payment will be made for materials or work under this subsection.

107.11--Use of Explosives. The use of explosives is not permissible unless approved in writing by the appropriate regulatory agency. When using explosives, the CONTRACTOR shall exercise utmost care not to endanger life and property including the new Work. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives and shall indemnify and hold harmless the COMMISSION, the Department, and any of its officers, duly appointed representatives or employees.

The CONTRACTOR shall comply with all laws and ordinances as well as Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA), with respect to the use, handling, loading, transportation and storage of explosives and blasting agents.

The CONTRACTOR shall notify each property owner and public utility company having structures or facilities in proximity of the explosive work and shall notify all known owners or operators of short-wave radio equipment in the area. Such notice shall be given sufficiently in advance to enable those involved to take steps to protect their property.

107.12--Protection and Restoration of Property and Landscape. The CONTRACTOR shall be responsible for the preservation of public and private property and shall protect from disturbance or damage all land monuments, historical markers, and property marks and shall not move them until the Engineer has witnessed and the CONTRACTOR has referenced their location.

The CONTRACTOR shall be responsible for all damage or injury to public or private property of any character resulting from any act, omission, neglect, misconduct, inefficiency, method of executing the Work or non-execution thereof or due to defective Work or materials

and shall indemnify and hold harmless the COMMISSION, the Department, or any of its officers, duly appointed representatives or employees for any such actions or omissions.

The CONTRACTOR shall take sufficient precaution to prevent pollution of the bay, streams, lakes and reservoirs with any harmful materials including but not limited to fuels, oils, bitumens, calcium chloride, and poisons. The CONTRACTOR shall schedule and conduct grading operations, production of materials from material pits or quarry sites exclusive of commercially operated sources, construction of haul roads, hauling operations and other operations so as to prevent or minimize the pollution of adjacent property, ditches, the bay, streams, lakes and reservoirs with mineral or organic sediment. Pollution causing injury or damage within the intent of this subsection shall be subject to the restoration requirements and provisions herein set forth.

The CONTRACTOR shall restore the property, at no additional costs to the COMMISSION, to a condition equal to that existing before the damage or injury, or shall make good such damage or injury in an acceptable manner.

In case of failure on the part of the CONTRACTOR to restore or make good such damage or injury, the Engineer may, upon forty-eight hours written notice, proceed to repair, rebuild or otherwise restore such property and the cost thereof shall be deducted from monies due or which may become due the CONTRACTOR. In the event no such monies are available, the amount shall be charged against the CONTRACTOR's Surety.

Nothing within this subsection shall be construed to relieve the CONTRACTOR from the responsibilities under the requirements of Subsection 107.01.

107.13—Blank.

107.14--Damage Claims and Insurance.

107.14.1--Responsibility for Damage Claims. The CONTRACTOR shall indemnify and save harmless the COMMISSION, its officers, duly appointed representatives and employees from all suits, actions or claims of any character brought because of injuries or damage received or sustained by person(s) or property resulting from the CONTRACTOR's operations; or on account of or in consequence of any neglect in safeguarding the work; or because of any claims or amounts recovered from infringements of patent, trademark, or copyright; or from claims or amounts arising or recovered under the "Workmen's Compensation Act" or any other law, ordinance, order or decree.

Money due the CONTRACTOR may be retained for the use of the State or COMMISSION or in case no money is due, the CONTRACTOR's Surety may be held until such suits, actions or claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Department. Money due the CONTRACTOR will not be withheld when satisfactory evidence is produced that the CONTRACTOR is adequately protected by public liability and property damage liability insurance.

107.14.2--Insurance. CONTRACTOR shall procure at its own expense and maintain in full force and effect at all times prior to the Guaranteed Final Acceptance Date and at anytime thereafter with responsible insurance carriers authorized to do business in the State of Mississippi with a Best's rating of "AX" or better (except for policies underwritten by Lloyds of London and approved English companies acceptable to MDOT or equivalent companies of other nations acceptable to MDOT) such insurance as will protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be performed by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- (a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- (d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
- (e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- (g) Claims for damages to any CONTRACTOR operations or product.

The minimum limits of liability for the following types of insurance are required, except where greater limits are required by statute:

a.	<i>Workers' Compensation, including: Worker's Compensation Insurance/Employer's Liability</i>	<i>Statutory limits</i>
	Employer's Liability	\$5,000,000 each accident \$5,000,000 each employee \$5,000,000 policy limit
b.	Comprehensive General Liability	\$10,000,000 per occurrence \$10,000,000 aggregate

This policy shall include coverage for Premises and Operations Liability, CONTRACTOR's Protective Liability, and Products/Completed Operations Coverage. The policy shall contain the per project endorsement.

- c. Business Automobile Liability \$10,000,000 combined single limit - each accident
- d. This policy shall cover All Owned, Hired and Non-owned Automobiles.
- e. Project Specific Professional \$5,000,000 per occurrence Liability Insurance including errors and omissions coverage
The coverage shall be continued for three (3) years after the date of Final Completion. Evidence of such insurance shall be provided to MDOT at the time of the execution of the Contract.
- f. Longshoreman and Harbor Workers Coverage \$5,000,000 per occurrence
- g. Marine Liability Coverage \$10,000,000 aggregate
- h. Jones Act Coverage \$5,000,000 per occurrence

Each policy shall be signed or countersigned by a qualified Mississippi Resident Agent of the insurance company.

Additional Policy Requirements:

The CONTRACTOR shall have certificates furnished to the Department from the insurance companies providing the required coverage. In addition to the types and limits of coverage, the certificates must also contain the following minimum information; Named Insured, Insurance Company Name, Policy Number, Effective and Expiration Dates, Project Number and County, Signature of Mississippi Resident Agent, proof of Certificate of Authority for Mississippi Resident Agent, Address of Mississippi Resident Agent and the document notarized.

Certificates of Insurance acceptable to MDOT will be provided to MDOT prior to commencement of the Work. These certificates will name the COMMISSION and its duly appointed representatives as an additional insured under the Comprehensive General, Business Automobile policies and reference the Project to which the certificate applies. The policies must contain a provision that coverage afforded will not be canceled until at least 30 days prior written notice has been given to MDOT.

CONTRACTOR shall at the time of execution of this Contract, obtain Errors and Omissions insurance for their Professional Liability, for all claims arising from the performance of professional services on the Project. The insurance coverage shall be for not less than Twenty-Five Million Dollars (\$25,000,000) per claim and in the aggregate. The coverage shall be continued for three (3) years after the date of Final Completion or expiration of the warranty whichever is later. Evidence of such insurance shall be provided to MDOT prior to execution of the Contract and again prior to the COMMISSION's final acceptance of the Project.

A waiver of subrogation in favor of the COMMISSION and its duly appointed representatives is to be listed by name on the Worker's Compensation and Employer's Liability policies.

The CONTRACTOR shall have sole responsibility for all liabilities caused by the act(s), failure(s) to act, omissions, and/or negligence of any and all subcontractors.

Claims-made policies. If any policy is a claims made policy, the policy shall provide MDOT and CONTRACTOR the right to purchase, upon cancellation or termination by refusal to renew the policy by the insurance carrier or the CONTRACTOR, an extended reporting period of not less than

three (3) years. CONTRACTOR agrees to purchase such an extended reporting period. CONTRACTOR's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. The retroactive date of any such claims-made policy shall be not later than the date this Contract is executed by the parties hereto or the earliest date Work was performed pursuant to this Contract, whichever is earlier. If CONTRACTOR purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto or the earliest date Work was performed pursuant to this Contract, whichever is earlier.

Obligation and Liability of CONTRACTOR. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. CONTRACTOR shall be solely responsible for any deductible losses under the policy. Any failure on the part of CONTRACTOR to comply with reporting provisions or other conditions of the policies shall not affect the obligation of CONTRACTOR to provide the insurance coverage required herein.

Unimpaired Limits. CONTRACTOR expressly represents that the \$25,000,000 limit specified in 107.14.2 is an unimpaired limit; that is, no claims have reduced the aggregate limit as of the date of this Contract. Further, CONTRACTOR acknowledges that it must maintain the required limits specified herein in full force and effect at all times.

Waiver of Rights of Recovery. All policies covering insurance of property shall contain provisions to the effect that MDOT and its duly appointed representatives interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

107.14.2.1--Bonding. No proposal will be considered unless accompanied by certified check, cashier's check or Proposal Bond, made payable to the State of Mississippi, in the amount of not less than five percent of the total amount of the Proposal offered. Proposal bond shall not be conditioned in any way to modify the minimum 5% required. Proposals that fail to include a Proposal Bond shall be deemed non-responsive and will be rejected by MDOT. If a Proposal Bond is offered as guaranty, the bond must be on a form approved by MDOT, made by a Surety acceptable to the Executive Director and signed or countersigned by a qualified Mississippi resident agent and the Proposer.

The successful Proposer shall at the time of the execution of this Contract, provide MDOT the following separate bonds:

- a. A Performance Bond, or bonds in a sum equal to the full amount of the contract. In the event of award of a joint Proposal, each individual, partnership, firm or corporation shall assume jointly the full obligations under the Contract and Contract bond. The form of the bond(s) shall be that provided by or acceptable to the Department. The bond(s) shall be negotiated for, procured from and the premium paid to a qualified Mississippi resident agent of the Surety. The bond shall be signed or countersigned by a Mississippi resident agent and also bear the signature of an "attorney-in-fact" of the surety. Reference is made to Section 31-5-51 *et seq* of the Mississippi Code of 1972, Annotated, and other State statutes applicable thereto.

- b. A Payment Bond from a surety or sureties satisfactory to MDOT. The amount of bond shall be equal to the Contract Price.
- c. A warranty bond, acceptable to MDOT in the amount of 5 percent of the Contract Price to cover warranty obligations of the contract. The warranty bond(s) will cover a minimum period of three (3) years subsequent to the date of the successful completion of Milestone 2 requirements.

Bonds must be issued by a Surety with the Best's rating of at least "A" or better and Financial Size Category of VIII or better by A.M. Best Co. The Surety shall be registered with the Mississippi State Insurance Commissioner.

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

107.15--Third Party Beneficiary Clause. It is not intended by any of the provisions of the Contract to create the public or any member thereof as a third party beneficiary or to authorize any one not a party to this Contract to maintain a suit for personal injury or property damage pursuant to the provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

107.16--Opening Sections of Project to Traffic. If the Project is not already open to traffic in accordance with the provisions of Subsection 104.04, at the option of the Executive Director, all or any part may be opened to traffic. The CONTRACTOR will install the traffic control devices necessary for the safety and convenience of traffic. All maintenance of traffic expense will be borne by the CONTRACTOR. Opening sections of a project to traffic in accordance with this

subsection will be in writing and will not constitute acceptance of the work, or any part thereof, or a waiver of any provision of the Contract.

All damage to the highway, including damage or defacement of traffic control devices furnished and erected by the Department, which is the fault of the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.

If the CONTRACTOR is dilatory in completing shoulders or other features of work, the Executive Director may order all or a portion of the Project open to traffic as set out herein; but in such event the CONTRACTOR shall not be relieved of liability and responsibility during the period the work is so opened prior to release of maintenance. The remainder of the CONTRACTOR's construction operations shall be conducted as to cause the least obstruction to the safe and convenient movement of traffic.

107.17--CONTRACTOR's Responsibility for Work. Until release of maintenance in accordance with Subsection 105.16, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage by action of the elements or from any other cause, whether arising from the execution or the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, in accordance with the requirements of the contract, all injuries or damages to the work occasioned by any of the above causes before release of maintenance and shall bear the expense thereof.

All repairs of damage to items of construction, caused by the traveling public on a project or section(s) of a project open to traffic, shall be the responsibility of the CONTRACTOR.

In case of suspension of Work from any cause whatsoever, the CONTRACTOR shall be responsible for the Work and shall take the precautions necessary to prevent damage to the Work, provide for normal drainage, erect necessary temporary structures, signs or other facilities; shall maintain the Work in such a manner as to fully carry out the responsibility for maintaining traffic as required under the contract; shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the contract, and shall take adequate precautions to protect new tree growth and other vegetative growth against injury. All such protection and maintenance shall be performed by the CONTRACTOR without additional cost to the Engineer.

107.18--CONTRACTOR's Responsibility for Utility Property and Services. Where the CONTRACTOR's operations are adjacent to or coincide with properties of railroad, telegraph, telephone, power companies and other utility services and damage to said utility might result in considerable expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

All work to be performed within 50 feet either side of the centerline of any railroad track shall be executed in such manner and at such time that interference with the movements of trains or traffic upon the tracks of the Railroad Company is held to a minimum. The CONTRACTOR will be required to use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delays which would interfere with the Railroad Company's trains or other property.

The CONTRACTOR shall cooperate with the owners of all underground and overhead utility lines in the removal and rearrangement operations in order that these operations may progress in a reasonable manner and that duplication of rearrangement work may be reduced to a minimum and services rendered will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authorities and cooperate in the restoration of service. No work shall be undertaken around fire hydrants without approval of the local fire authority.

The CONTRACTOR is advised of Section 45-15-1, *et seq.*, Miss. Code Ann. (1972), regarding the performance of work in the proximity of high voltage overhead power lines. It is the CONTRACTOR's responsibility to comply with those statutory requirements.

107.19--Furnishing Rights-of-Way. MDOT will be responsible for the securing of all necessary rights-of-way in advance of construction.

107.20--Personal Liability of Public Officials. In carrying out the provisions of the Contract or exercising the authority granted by or within the scope of the Contract, there shall be no liability upon the COMMISSION, Engineer or authorized representative or any officers, duly appointed representatives or employees of the COMMISSION, either personally or as officials of the State; it being understood that in all such matters they act solely as agents and representatives of the State.

107.21--No Waiver of Legal Rights. The COMMISSION shall not be precluded or estopped by any measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by the CONTRACTOR, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The COMMISSION shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or the CONTRACTOR's Sureties, or both, within the provisions of the laws of the State of Mississippi such damage as may be sustained by reason of failure to comply with terms of the Contract. Neither the acceptance by the COMMISSION or the Department or any representative nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Department shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

The COMMISSION reserves the right to correct an error in any estimate that has been paid and to adjust to meet the requirements of the contract and specifications. Upon conclusive proof of error or collusion or dishonesty between the CONTRACTOR or the CONTRACTOR's agents and the Engineer or the Engineer's representative being discovered after final payment has been made, the COMMISSION reserves the right to claim and recover by process of law, sums as may be sufficient to correct the error or make good the defects in the work resulting from such errors, dishonesty or collusion.

107.22--Environmental Protection. In addition to the applicable provisions of Subsections 107.01 and 107.12, occupancy by the CONTRACTOR of any lands, whether on or off the right-of-way, for the performance of any Work under the contract, or preparation therefore, shall be contingent upon provisions being made and carried out for the prevention or minimization of siltation, pollution from soil erosion, and air pollution. Accordingly, it is the intent of the contract that erosion be prevented by the establishment of all necessary temporary and permanent erosion control features as the Work progresses from beginning to completion. The primary objective shall be to establish and maintain all permanent erosion control features as soon as possible. Until such time, each operation shall include the effective use of temporary measures as necessary to maintain ground surface conditions so as to prevent or minimize siltation or pollution.

107.22.1--CONTRACTOR's Protection Plan. At the pre-construction conference or prior to starting any Work on the project, the CONTRACTOR shall submit to the Engineer for approval,

an erosion control plan to supplement permanent erosion control work required under the contract. As a minimum, the plan shall include the following:

1. Plan profile sheets, 11" x 17" or larger, of the entire project showing the locations of erosion control devices such as silt fence, hay bales, silt basins, slope drains, etc. The subject plan profile sheets shall also indicate the locations of other CONTRACTOR absorbed measures such as brush barriers, diversion berms, etc. that the CONTRACTOR may elect to use to prevent siltation.
2. A plan for disposal of waste materials, if applicable.
3. A detailed schedule of operations at locations of high siltation potential to clearly indicate how siltation of streams, the bay, lakes and reservoirs and the interruption of normal stream flows will be held to a practical and feasible minimum.

The plan shall be updated as needed during the progress of the Project. Work shall not be started until an erosion control plan is approved by the Engineer. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the CONTRACTOR to carry out provisions of the erosion control plan and/or proper maintenance thereof.

107.22.2--Clearing and Grubbing, Haul Roads, Waste Areas, Plant Sites or Other Areas Occupied by the CONTRACTOR. Clearing and grubbing on erodible areas, construction and maintenance of haul roads, plant sites or other areas occupied by the CONTRACTOR in connection with the work shall include adequate protection for preventing excessive erodible material from entering water or waterways on land not occupied by the CONTRACTOR and preventing dust created by hauling equipment.

Temporary measures as necessary shall be employed by the CONTRACTOR from the beginning of the Work. These measures may consist of the expeditious use of brush, vegetation or other residue from clearing and grubbing, temporary or permanent terraces, berms, dikes, dams, sediment basins or other effective means of containing sediment. All temporary or permanent erosion control features shall be maintained in an effective manner so long as essential to the abatement of siltation.

After temporary features are no longer useful or needed, such features shall be removed and the area restored or prepared for subsequent work. All temporary protection shall be the responsibility of the CONTRACTOR, and measurement for direct payment will not be made unless otherwise provided in the contract.

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time for each of the separate operations of this subsection shall not exceed 750,000 square feet without prior approval by the Engineer.

In addition to the applicable requirements of all local authorities and those set forth by the Mississippi Department of Environmental Quality, Office of Pollution Control, the burning of waste vegetation resulting from site or right-of-way clearing shall meet the following requirements:

- (a) Starter and auxiliary fuels must not cause excessive visible emissions. Rubber tires, etc. are prohibited.
- (b) Must be permitted by local ordinance.
- (c) The burning must be conducted at least 500 yards from an occupied dwelling; this restriction may be reduced to 50 yards if forced draft air is provided for combustion.
- (d) The burning must be conducted at least 500 yards from commercial airport property, private airfields or marked aircraft approach corridors except when a lesser distance is authorized by the airport authority.
- (e) Must not produce a traffic hazard.
- (f) Burning will not be allowed during a High Fire Danger Alert issued by the Mississippi Forestry Commission or an Emergency Air Pollution Episode Alert issued by the Mississippi Department of Environmental Quality, Office of Pollution Control.

107.22.3--Pit Operations. The CONTRACTOR shall schedule, arrange and conduct pit operations in such a manner to prevent siltation or pollution of ditches, streams, lakes, reservoirs and adjacent property with sediment, fuels, oils or other objectionable materials.

107.22.4--Structures, Grading, and Other Construction. The CONTRACTOR shall perform all work required under the contract in such manner and with such protective features to control and contain siltation within the limits of the Work.

Performance in the designated or directed sequence and the providing of all erosion protection shall be considered the CONTRACTOR's responsibility.

The CONTRACTOR shall prevent or minimize undesirable siltation in connection with excavation, construction and backfill of structures. Such temporary measures as are indicated herein for clearing and grubbing or other measures such as covering of excavated materials, lining channels, constructing bulkheads or other effective measures shall be employed.

The Engineer will limit the areas of excavation, borrow, and embankment operations commensurate with the CONTRACTOR's capability and progress in keeping the finish grading, seeding, mulching, and other such permanent erosion control measures current. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be used to the extent feasible and justified. The exposed surface area of erodible material at any one time for each grading operation shall not exceed 750,000 square feet without prior approval by the Engineer.

The Engineer may increase or decrease the areas of erodible material to be exposed at any one time by clearing and grubbing, excavation, borrow and fill operations as determined by analysis of project conditions.

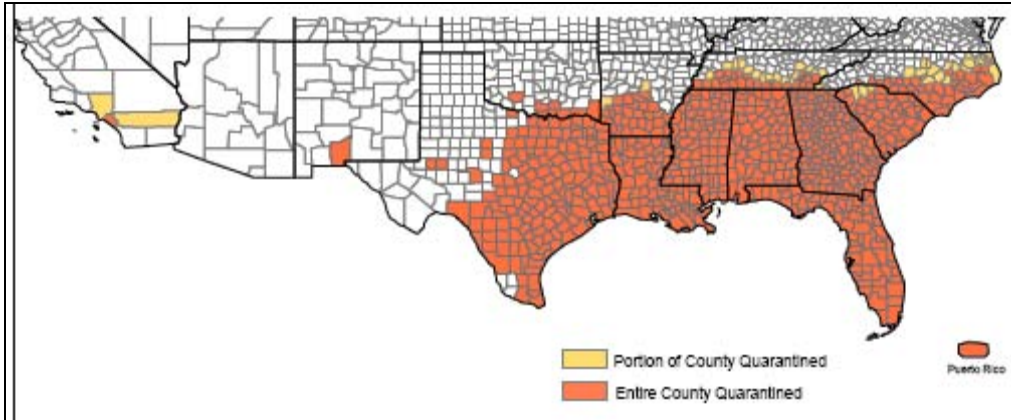
It is the intent of these specifications that the Work shall proceed in a manner and sequence to ensure the earliest possible establishment of permanent erosion control items.

107.22.5--Special Temporary Erosion Control. The CONTRACTOR shall perform all designated temporary and all emergency erosion control work such as fast growing grasses or other designated temporary features for problem areas during grading, paving or other construction work as directed by the Engineer. The Work shall be performed at the time and in the manner deemed to provide the most effective deterrent to siltation. All associated costs shall be the responsibility of the CONTRACTOR.

107.22.6--All Operations. It shall be fully understood that nothing in this subsection shall be construed in any manner to relieve the CONTRACTOR from any of the responsibilities for the establishment of permanent roadside development items and other permanent work specified for erosion control in the sequence and manner included in other provisions and requirements of the contract.

107.22.7--Quarantine Information. At the request of the U. S. Department of Agriculture, plant pest control information concerning domestic quarantines is cited as follows:

The entire state of Mississippi has been quarantined for the Imported Fire Ants. Soil and soil-moving equipment operating in the state will be subject to plant quarantine regulations. In general, these regulations provide for cleaning soil from equipment before it is moved from the state. Complete information may be secured from the State of Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, P. O. Box 5207, Mississippi State, Mississippi 39762-5207, Telephone 662-325-3390.



IMPORTED FIRE ANT QUARANTINES

The following regulated articles require a certificate or permit for movement:

1. Soil, separately or with other things, except soil samples shipped to approved laboratories*.
2. Potting soil is exempt, if commercially prepared, packaged and shipped in original containers.
3. Plants with roots with soil attached, except houseplants maintained indoors and not for sale.
4. Grass sod.
5. Baled hay and straw that have been stored in contact with the soil.
6. Used soil-moving equipment.
7. Any other products, articles, or means of conveyance of any character whatsoever not covered by the above, when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

* Information as to designated laboratories, facilities, gins, oil mills, and processing plants may be obtained from an inspector.

Conditions of Movement. - Counties entirely colored are completely regulated; Counties partially colored are partially regulated. Restrictions are imposed on the movement of regulated articles as follows:

From colored areas into or through white areas.

CONTRACTORS should consult their State or Federal plant protection inspector or County Agent for assistance regarding exact areas under regulation and requirements for moving regulated articles. For detailed information, see 7 CFR 301.81 for quarantine and regulations.

107.23--Material Pits. The CONTRACTOR is reminded of the Mississippi Surface Mining and Reclamation Act and the Rules and Regulations adopted to implement this act. Questions or problems concerning the Act or the Rules and Regulations should be directed to the Mississippi Department of Environmental Quality, Office of Geology, Jackson, Mississippi.

Prior to opening a new pit or enlarging an existing pit, the CONTRACTOR will furnish the Engineer either a copy of the "Notification of Exempt Operations" or a copy of the (permanent or temporary) Class II Permit approval from the Mississippi Department of Environmental Quality, Office of Geology. The CONTRACTOR shall also obtain a letter stating that the pit site is satisfactory from an archaeological and historical standpoint from the Mississippi Department of Archives and History, Historic Preservation Division, Jackson, Mississippi. All costs involved in obtaining clearance shall be borne by the CONTRACTOR. Delays encountered in obtaining clearance will not be a reason for extension of contract time. This requirement is not applicable to commercial sources.

When the contract requires the CONTRACTOR to disposing of excavated material, the CONTRACTOR shall, prior to removal, furnish the Engineer with a copy of a letter from the land owner stating that the CONTRACTOR has the right to place material on the said property. The CONTRACTOR shall also furnish the Engineer with a letter stating that the property is not in a wetland. Delays encountered in obtaining this information will not be a reason for extension of contract time. This requirement is not applicable to commercial sources.

The CONTRACTOR is further reminded of and shall comply with the requirements of the Clean Water Act Amendments requiring National Pollutant Discharge Elimination System (NPDES) permits for discharges composed entirely of storm water from active or inactive surface mining operations, excluding work areas covered by a U. S. Army Corps of Engineers Clean Water Act Section 404 Permit. Questions or problems concerning NPDES permits should be directed to the Mississippi Department of Environmental Quality (MDEQ), Office of Pollution Control, Industrial Branch, Jackson, Mississippi.

The CONTRACTOR shall, before a regulated area is opened or enlarged as a material pit, obtain from MDEQ the necessary Mining Storm Water NPDES Permit(s) authorizing the discharge of storm water subject to the terms and conditions of said permit. The CONTRACTOR shall furnish the Engineer a copy of the MDEQ NPDES permit. All costs involved in obtaining the permit(s) shall be borne by the CONTRACTOR. Delays encountered in obtaining the permit(s) will not be a reason for extension of contract time.

For regulated commercial sources, the owner(s) shall bear the responsibility for meeting the requirements of the NPDES permitting process.

107.24--Construction Noise Abatement. The CONTRACTOR shall comply with all state and local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without such muffler.

107.25--Hazardous and/or Toxic Waste Procedures. If underground storage tanks (USTs), buried containers, hazardous and/or toxic substances are uncovered, or even suspected, during construction, work in this area shall be immediately discontinued and measures taken to protect susceptible nearby wetlands or ground-water sources, and the Engineer shall be immediately notified.

It is essential that the suspected hazardous substances be left in place until they have been identified. The CONTRACTOR shall make every effort to prevent the CONTRACTOR's personnel, State personnel and the general public from becoming exposed to substances that may be hazardous or toxic. Once contaminated soil or debris has been removed from the ground and leaves the site, it is considered a hazardous waste if the concentration exceeds regulatory levels. In such cases, the CONTRACTOR becomes a hazardous waste generator.

Disposition of all underground storage tanks (USTs), containers, hazardous and/or toxic waste shall be in accordance with current rules and regulations of the Department of Environmental Quality, Office of Pollution Control.

The CONTRACTOR shall report to the Engineer and the Office of Pollution Control any evidence or conditions which may cause suspicion that a waste site of hazardous or toxic materials and/or containers or USTs has been located within right-of-way limits of the construction project. Work shall cease immediately at such suspected site and shall not resume until directed by the Engineer.

When the CONTRACTOR is required to perform additional work to dispose of waste, containers and/or UST's not discoverable from a reasonable investigation and analysis of the site

prior to the Proposal Date, payment will be made as provided in Subsection 109.04. The Engineer reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous and/or toxic waste. Should the disposition of such material require special procedures by certified personnel, the CONTRACTOR will make arrangements with qualified persons to dispose of the material.

When the existence of USTs are known in advance of construction activity, the CONTRACTOR shall give the Office of Pollution Control written notification 30 days in advance of removal.

When an underground storage tank contains or has been used for containment of a regulated substance and the CONTRACTOR is required to remove such tank in accordance with the provisions of Subsection 104.05, the CONTRACTOR shall not use "flotation" as a method of removal.

SECTION 108-PROSECUTION AND PROGRESS

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows for Design-Build Projects:

108.01--Subletting of Contract. The total value of all work performed by the CONTRACTOR's own organization shall be no less than 40 percent of the Contract Price. The CONTRACTOR shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT, except the furnishing of necessary materials, without prior written approval of the COMMISSION. Consent by the COMMISSION to any subcontract shall not relieve CONTRACTOR from any of its obligations hereunder, and CONTRACTOR is required to maintain final management responsibility with regard to any such subcontract.

The CONTRACTOR's "own organization" shall be construed to include workmen employed and paid directly, owned or rented equipment and trucks that are classed as owner-operator.

The simple expediency of carrying the workmen of one CONTRACTOR on the prime CONTRACTOR's or approved subcontractor's payroll to avoid subcontracting will not be permitted.

If evidence and investigation establish that a violation of the subcontract requirement is being attempted through subterfuge whereby one CONTRACTOR's equipment is leased to the prime CONTRACTOR or the workmen of one CONTRACTOR are placed on the payroll of the prime CONTRACTOR, the COMMISSION will take such action as deemed appropriate under the provisions of the Contract. This provision does not include the lease or use of equipment from a corporation or company wholly owned by the prime CONTRACTOR.

Subcontracting does not release the CONTRACTOR of bond and contract liability and shall not be construed to imply that a contract exists between the Department and a third party.

The CONTRACTOR must pay subcontractor(s) for satisfactory performance of their contracts no later than 15 calendar days from receipt of payment from the Department. Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the CONTRACTOR shall make prompt payment to all subcontractors or material suppliers for all monies due.

108.02--Notice to Proceed. The CONTRACTOR shall not begin construction on any feature of the Work before a Notice to Proceed is issued.

108.03.1--Critical Path Method (CPM) Progress Schedules.

108.03.1.1--Definitions. The following definitions pertaining to construction schedules shall apply with respect to all scheduling provisions set forth in the Contract:

1. **Activity:** Any task, or portion of a project, that takes time to complete.
2. **Baseline Schedule:** The initial CPM schedule representing the CONTRACTOR's original work plan, as accepted by the Engineer.
3. **Controlling Operation:** The activity within that series of activities defined as the Critical Path, which, if delayed or prolonged, will delay the time of completion of the Contract.
4. **Critical Path:** The series of activities that determines the earliest completion of the project (i.e., the Forecast Completion Date) in accordance with the terms and conditions of the Contract.
5. **Critical Path Method:** A mathematical calculation that determines the earliest completion of the project in accordance with the terms and conditions of the Contract and that includes a graphic representation of the sequence of activities showing the interrelationships and interdependencies of the elements composing a project.
6. **Current Contract Completion Date:** The date for completion of the Contract based on the fixed completion date as specified for full and final completion of the Work in the contract documents.
7. **Differential Completion Time:** The difference in time between the Current Contract Completion Date and the CONTRACTOR's scheduled early Forecast Completion Date as shown on the Baseline Schedule, or schedule updates and revisions thereto.
8. **Final Completion:** Completion of all Contract Work defined by the Project Scope and determined solely by the COMMISSION.9. **Float:** The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network. See Free Float and Total Float.
10. **Fragment:** A section or fragment of the network diagram comprised of a group of activities.
11. **Free Float:** The amount of time an activity can be delayed without delaying the Early Start of a successor activity.
12. **Hammock Activity:** A non-critical activity added to the network to span an existing group of activities for summarizing purposes.
13. **Milestone:** An activity that represents a significant point in time, and may be used to indicate the start or end of a series of related activities and/or Contract accomplishment. A milestone has zero original and remaining duration, and does not increase the Contract time.
14. **Revision:** A change in the schedule that modifies logic, revises the current contract completion date, adds or deletes activities, or alters activities, sequences, descriptions, calendars, actual dates, or durations.
15. **Tabular Listing:** A report showing schedule activities, their relationships, durations, scheduled and actual dates, float, budgeted cost, and all log notes where comments are inserted for an activity.
16. **Total Float:** The amount of time that an activity may be delayed without affecting the total duration of the project.
17. **Update:** The modification of the most current CONTRACTOR'S CPM progress schedule through a regular and periodic (at least monthly) review to incorporate actual progress to date by activity. Update shall indicate changes to the activity's percent complete, actual start and actual finish dates.

18. **Recovery Schedule:** A revised Baseline Schedule requested by the Engineer demonstrating how the CONTRACTOR will expedite progress to recover delays that are the responsibility of the CONTRACTOR.

108.03.1.2--Scheduling Conference. The CONTRACTOR shall schedule and conduct a Scheduling Conference. Mandatory attendees shall include the CONTRACTOR's Project Director and Construction Scheduler and the Engineer. This conference shall be scheduled within 15 calendar days after the after the Contract has been executed by both parties. At this meeting, the requirements of the Special Provisions regarding scheduling will be reviewed with the CONTRACTOR.

At the Scheduling Conference, the CONTRACTOR shall furnish an Interim Baseline Schedule as discussed in Subsection 108.03.1.4 and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. In this meeting, the CONTRACTOR shall also supply to the Engineer a copy of the CONTRACTOR's proposed activity code dictionary that will be utilized in the sorting of the activities into phases of work, areas of work, types of work, etc. The CONTRACTOR shall be prepared to discuss requirements for all off-site material testing and submittals applicable to the Contract, discuss their respective preparation, and review durations.

108.03.1.3--Blank

108.03.1.4--Interim Baseline Schedule. Within 30 calendar days of the contract award date, the CONTRACTOR shall submit a 90 calendar day Interim Baseline Schedule for review by the Engineer. This interim schedule shall provide a detailed breakdown of the activities to be performed in the initial 90 calendar days of work plus a generalized breakdown of activities for the balance of the work that includes meeting the interim milestone completion and contract completion dates. The CONTRACTOR shall maintain and submit monthly an updated 90 calendar day Interim Baseline Schedule until submission and Engineer's acceptance of the Baseline Schedule.

The Engineer will be allowed 10 calendar days to review the Interim Baseline Schedule and to provide comments. The Interim Baseline Schedule does not require the Engineer's acceptance, but all comments from the Engineer with respect to the Interim Baseline Schedule are to be incorporated within the Baseline Schedule. Re-submittal of the Interim Baseline Schedule is not required. Late review of the Interim Baseline Schedule by the Engineer shall not restrain the CONTRACTOR's submittal of the Baseline Schedule.

108.03.1.4.1 Project Payment Schedule (PPS). The PPS is a variation of the schedules set forth in 108.03.1.4 and 108.03.1.5 that outlines the estimated payment amounts per pay period over the life of the Project. The PPS sets forth the budgeted cost, beginning date, ending date, and per cent complete for each Schedule activity. Estimated pay amounts for each activity can then be developed by multiplying the per cent complete for the particular activity at the end of each pay period times the budgeted cost for that same activity.

MDOT requires that two (2) separate forms of the PPS be developed. One PPS shall be developed to indicate the maximum estimated payment application amount anticipated for each pay period based upon achieving peak production rates throughout each period. A second PPS shall be developed to indicate the average estimated payment application amount anticipated for each pay period based upon achieving normal production rates throughout each period. Both schedules shall include consideration for payments in connection with the procurement, fabrication and delivery of needed materials.

The PPS schedule shall meet all schedule requirements set forth in Subsection 108.03.1.6.

108.03.1.5--Baseline Schedule. Within 60 calendar days of the contract award date, the CONTRACTOR shall submit to the Engineer a Baseline Schedule, which shall incorporate any and all comments provided by the Engineer regarding the Interim Baseline Schedule. The Baseline Schedule shall have a data date of the effective date of the Notice to Proceed and shall not include any work prior to that date. A Baseline Schedule Narrative as described in Subsection 108.03.1.9.1 and a revised PPS to reflect all changes shall accompany the Baseline Schedule.

The Baseline Schedule shall depict how the CONTRACTOR plans to complete the Work of the Contract and shall show all those activities that define the Critical Path. The Baseline Schedule shall provide for the adequate planning of the project, as well as the Engineer's monitoring and evaluation of progress and analysis of time impacts. The CONTRACTOR shall not attribute any negative float to any activity depicted on the Baseline Schedule. The Engineer will be allowed 10 calendar days to review and accept the CONTRACTOR's submittal of the Baseline Schedule. Should the Engineer reject the CONTRACTOR's submittal of the Baseline Schedule, the CONTRACTOR shall resubmit a revised schedule within 15 calendar days of receipt of the Engineer's review comments, at which time a new 15 calendar day review period by the Engineer will begin.

108.03.1.6--General Requirements Regarding Schedules. All schedules submitted by the CONTRACTOR shall comply with the following requirements.

All schedules shall be created, updated and provided in the most current version of Primavera Project Planner (P3) and shall comply with (1) any and all interim target dates and/or milestones specified by the Contract; (2) all constraints, restraints or sequences specified by the Contract; and (3) the number of days set forth in the Contract for completion of the Work.

It shall be the CONTRACTOR's responsibility to make sure that the schedule converts exactly into the SureTrak format for MDOT review.

All schedules shall follow these scheduling requirements: 1) No constraints shall be included except on milestone, finish and start activities, 2) Negative lags shall not be used at any time, 3) Each activity shall have at least one predecessor and one successor, 4) All submittal, procurement and fabrication activities shall be included, 5) Highlight the critical path (<10 days float) on all applicable reports, and 6) Include milestone activities for completion of all investigations, foundation design, bridge superstructure design, demolition and existing bridge removal, approach, roadway, and interim and final opening of the bridge to the traveling public.

All schedules shall indicate the interdependence of activities (how the start of a given activity depends on the completion of preceding activities) and the sequence of work (how failure to complete a given activity may restrain the start of following activities).

Activities with duration times in excess of 15 calendar days, except for non-construction activities, shall be kept to a minimum and be subject to review by the Engineer.

All schedules shall include any coordination and cooperation requirements, construction restrictions or other requirements of the Contract. All schedules shall include sufficient work calendars to identify specific activities requiring multiple shifts/day, multiple crews/shift, extended workweeks, or work at times other than what may be considered regular days or hours.

All schedules shall include activities for all work required by the Contract, including detailed activities for preliminary and final design work plus associated review requirements, permit processes, utilities coordination, demolition, construction, quality control, subcontractors, vendors, and suppliers. In addition, all schedules shall include, as a minimum, activities for the procurement, fabrication, required testing time frames, delivery of critical or special materials and equipment, as well as all submittal activities required by the Contract.

The activities are to be described by location, phase, and sequence so that the work is readily identifiable and the progress of each activity can be measured. Activity duration shall be logical and consistent with the Contract documents and shall be based on realistic and available resources of the CONTRACTOR.

All schedules submitted to the Engineer shall be depicted graphically by network diagrams. The CONTRACTOR's network diagrams shall be time-scaled to show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the network diagrams. All network diagrams prepared by the CONTRACTOR shall be organized in a logical fashion. The activities shown on the diagrams shall be sorted and grouped per work structure, with the Work covered by each Project Payment Schedule Item separately designated by distinct schedule activities.

The CONTRACTOR's coding for each activity shall be in accordance with the activity code dictionary supplied to the Engineer at the Scheduling Conference. The Engineer has the authority to require the CONTRACTOR to utilize additional filters, layouts or activity codes to be able to further categorize, group or summarize the activities. Furthermore, the network diagrams shall indicate all submittals and off-site material testing required by the Contract, and the submittals shall be sub-grouped by category.

All schedules shall also identify, at a minimum, the following activities:

- Identification of utility relocations and interfaces as separate activities, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved.
- Identification of all subcontractor work and interfaces as separate activities, including activity description and responsibility coding that identifies the type of utility and the name of the subcontractor involved.
- Identification of Punchlist and final clean up activities (not to exceed 30 calendar days total) required by the CONTRACTOR to complete the Work

For each activity in the network, the CONTRACTOR shall determine the contract value of the work activity. Administrative activities, MDOT activities and milestones shall have an assigned cost of zero. The summation of the costs of all activities shall be equal to the Contract price for the project. These costs are to be incorporated into the Primavera schedule and the anticipated daily earnings computed for both early and late starts. These earnings are to be graphically displayed in a time-cost chart ("S" curve).

Float shall not be considered as time for the exclusive use of or benefit of either MDOT or the CONTRACTOR but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party.

In connection with the submittal of the Baseline Schedule and all updates thereto, the CONTRACTOR is required and shall require all of its subcontractors to submit in writing a statement certifying that the subcontractor has concurred with the schedule and that the subcontractor's related schedule has been incorporated accurately, including the duration of activities.

The Engineer's acceptance of a CONTRACTOR schedule shall not constitute a change of any portion of the Contract. Failure of the CONTRACTOR to include any element of work required by the Contract in its schedules shall not relieve the CONTRACTOR from completing the Work within the time limit specified for completion of the Contract. If the CONTRACTOR fails to define any element of work, activity or logic, and the omission or error is discovered by

either the CONTRACTOR or the Engineer, it shall be corrected by the CONTRACTOR in regard to the next monthly update or revision of the schedule. No additional time or cost to the Contract will be allowed for this correction.

Should the Baseline Schedule or any update thereto show variances from the scheduling requirements of the Contract, the CONTRACTOR shall make specific mention of the variations in the letter of transmittal, in order that, if accepted, proper adjustments to the project schedule can be made. Notwithstanding the foregoing, the CONTRACTOR will not be relieved of the responsibility for completing all Work required by the Contract.

In the event that the Baseline Schedule, or any updates or revisions, show completion occurring prior to the Completion Date and/or interim milestones, the CONTRACTOR must demonstrate to the Engineer that the schedule is reasonable, practical and achievable. Moreover, it is expressly understood and agreed that (1) the CONTRACTOR shall have no claim for delay, disruption, hindrance, or other impact based on any early completion indicated in the CONTRACTOR's schedule(s); (2) a delay is critical if and only if to the extent that the delay extends the completion of the entire Work to a date that is beyond the contractually specified date for full completion of the work, regardless of the CONTRACTOR's planned early completion; and (3) the contract price includes full compensation for all time-related costs associated with the CONTRACTOR working at the project site for the full duration of the time set forth in the Contract, even if the CONTRACTOR represents that the CONTRACTOR plans to fully finish the Work in less than the time established by the Contract for full completion of the work.

The CONTRACTOR shall not incorporate any changes or delays to the Work in the Baseline Schedule and in all schedules submitted thereafter without the Engineer's approval.

The submittal of all schedules shall also be accompanied by computer-generated mathematical analysis tabular reports for all activities included in the network diagrams.

The tabular reports (8 1/2" x 11" size) shall consist of a report detailing the following or as directed by the Engineer:

- 1) Activity number and description
- 2) Activity Codes Line
- 3) Original, and remaining durations
- 4) Earliest start date (by calendar date)
- 5) Earliest finish date (by calendar date)
- 6) Actual start date (by calendar date)
- 7) Actual finish date (by calendar date)
- 8) Latest start date (by calendar date)
- 9) Latest finish date (by calendar date)
- 10) Identify activity calendar ID
- 11) Total Float and Free Float, in calendar days
- 12) Percentage of activity complete and remaining duration for incomplete activities
- 13) Detailed Predecessor
- 14) Detailed Successor
- 15) Cost associated with each activity
- 16) Budgeted Cost

Unless otherwise specifically noted elsewhere herein, network diagrams and the tabular reports shall be submitted to the Engineer in the following quantities:

- a) 4 sets of the network diagrams on "E" size (36" x 48") sheets
- b) 4 sets of the network diagrams on reduced-size (11" x 17") sheets
- c) 8 copies of all tabular reports (8 1/2" x 11" size)
- d) 8 copies of the "S" curve

- e) 2 copies of electronic files of the Primavera data and the schedule narrative report on CD-ROM or other media as directed by the Engineer.

108.03.1.7--Monthly Progress Meetings. The Engineer and the CONTRACTOR shall hold monthly progress meetings to discuss, among other things, (1) the near-term schedule activities; (2) the current status of As-Built documentation, RFI's, CONTRACTOR Daily Reports, Quality Control, submittals, correspondence, and Contract Change Orders; and (3) Jobsite safety, cleanup, traffic control, and coordination issues. Furthermore, the meeting shall address any long-term schedule issues and discussion of any relevant technical issues. The CONTRACTOR shall develop a look-ahead schedule identifying the previous month; current month and a month look ahead. The CONTRACTOR's look-ahead schedules shall provide sufficient detail to address all activities to be performed and to identify issues requiring action or input by MDOT. At least two (2) calendar days prior to the monthly progress meetings, the CONTRACTOR shall furnish the look-ahead schedule in hard copy and electronic format to the Engineer for review.

No later than two (2) calendar days prior to the Monthly Progress Meeting, the CONTRACTOR shall furnish a list of critical items relating to the look-ahead schedule. During the meeting the parties will jointly determine whether additional items need to be listed, the priority of items, the parties responsible for resolving the critical item and the scheduled resolution date. The updated list will be distributed with the monthly meeting minutes. Nothing herein shall be construed to excuse the CONTRACTOR's obligation to timely provide either a notice of delay or a notice of potential claim.

108.03.1.8--Monthly Update Schedules. The CONTRACTOR shall regularly update the accepted Baseline Schedule to reflect the current status of the project. On the day following the payment application cut-off date, the CONTRACTOR shall submit a Monthly Update Schedule to the Engineer. The update shall include all information available and status of the project as of the payment application cut-off date, or such other date as established by the Engineer. All Monthly Update Schedules described below shall comply with the requirements indicated above.

All Monthly Update Schedules shall incorporate all changes previously approved by the Engineer.

Each Monthly Update Schedule shall reflect all as-built activities performed as of the data date of the update schedule. The Monthly Update Schedule shall include the period from the last update to the data date and for the remainder of the project. The current period's activities shall be reported as they actually took place. In the updated schedule, the CONTRACTOR shall indicate the actual dates that activities were started, completed, or split. Ongoing activities shall have an indication of the percent complete and the remaining duration to complete such activities.

Portions of the schedule on which activities are complete need not be reprinted and submitted in subsequent updates. However, the electronic file of the submitted Monthly Update Schedule and the related reports shall constitute a clear record of the actual progress of the Work from the data date of the Notice to Proceed to the effective date of the update, as well as the projected future Work up to final completion of the project.

The Monthly Update Schedule, and any other relevant information available, will be used to determine the effect of any contemplated or actual changes or delays to the Work.

108.03.1.9--Schedule Narrative Reports. The CONTRACTOR shall also prepare Schedule Narrative Reports, which are to be submitted to the Engineer concurrently with each CPM submittal.

108.03.1.9.1—Interim Baseline and Baseline Narrative Report. These Narrative Reports shall describe, in a narrative fashion, the logic of the schedule. Each shall identify the critical path and

other areas of schedule delay risk. The narratives shall include a listing of all decision/approval points in the schedule.

108.03.1.9.2--Progress Narrative Reports. The Progress Narrative Report shall describe the physical progress of work performed by the CONTRACTOR during the report period. In addition, the report shall indicate the CONTRACTOR's plans for continuing the Work during the forthcoming report period, actions planned to correct any negative float, and any delays or problems and their estimated impact on the contract completion date for the project. In addition, the CONTRACTOR shall include for consideration by the Engineer alternatives for possible schedule recovery to mitigate any potential delay. The report shall follow the outline set forth below:

1. CONTRACTOR's Transmittal Letter
2. Work completed during the report period
3. Description of the current critical path of the schedule
4. List of any and all delayed activities, reasons for delay and steps taken to mitigate the delay
5. Status of the Contract Interim Milestone and Contract Completion Dates
 - (a.) On schedule
 - (b.) Ahead of schedule and number of calendar days
 - (c.) Behind schedule and number of calendar days
6. Listing of any changes to the schedule activities or logic

Narrative reports containing non-factual, subjective statements, judgments or opinions, which appear to assign responsibility or to make conclusions as to excusability, responsibility, or compensability for delays shall be cause for rejection of the narrative report.

On a monthly basis, and on a date to be determined by the Engineer, the CONTRACTOR shall meet with the Engineer to review the Monthly Update Schedule and the Schedule Narrative Report. The Engineer will be allowed 7 calendar days after the meeting to review and accept or reject the Monthly Update Schedule and the Schedule Narrative Report. Rejected schedules and/or reports shall be revised and resubmitted to the Engineer within 10 calendar days, at which time a new 7 calendar day review period by the Engineer will begin. All efforts shall be made between the Engineer and the CONTRACTOR to complete the review and the approval process prior to the cut-off date for the next update schedule. To expedite the process, a second meeting between the Engineer and the CONTRACTOR shall be held, as determined to be necessary by the Engineer.

108.03.1.10--Schedule Revisions.

108.03.1.10.1—CONTRACTOR Proposed Revisions. Once the Baseline Schedule is accepted by the Engineer, the CONTRACTOR shall not make any revisions to the schedule except as set forth in 108.03.1.10.2.

The above provision shall not be construed as a limitation on the CONTRACTOR's obligation to accurately reflect the as-built progress of the Work with respect to each Monthly Update Schedule. It is expressly understood and agreed that the term "revisions", as used herein shall refer to changes to the schedule with respect to work that will be prospectively performed up to completion of the project.

108.03.1.10.2--Engineer Required Revisions. Within 15 calendar days of the Engineer's request, the CONTRACTOR shall submit a revised schedule whenever the Engineer determines that there is a major change in the project scope that affects the Critical Path

If CONTRACTOR falls 15 calendar days behind on any critical path activity shown on the Baseline Schedule or it becomes apparent that the Work may not be completed as scheduled or that milestone dates may not be achieved as scheduled, CONTRACTOR shall prepare and submit a proposed revised Recovery Schedule demonstrating CONTRACTOR's proposed plan to regain lost schedule progress and to achieve Substantial Completion and all Work related thereto and Final Acceptance. After the Engineer accepts the recovery schedule, it will become a part of the Baseline Schedule. The proposed revised Recovery Schedule shall include a narrative demonstrating the resources to be employed and work activities necessary to meet the proposed revision. All costs (including any additional labor costs) to analyze, revise and to incorporate any schedule modification shall be the responsibility of the CONTRACTOR. CONTRACTOR will prepare and submit the recovery schedule within 10 calendar days after the submittal of the monthly Baseline schedule update. The Engineer and its representatives shall review the recovery schedule and submit written comments to CONTRACTOR within ten (10) calendar days of receipt of the recovery schedule submittal

108.03.1.11--Measurement and Payment. CPM Scheduling will **NOT** be paid for by separate payment. All costs incurred in complying with the above requirements for furnishing the CPM schedule shall be the responsibility of the CONTRACTOR.

An amount equal to 25 percent of the total estimated value of the Work performed during each period may be withheld if the CONTRACTOR fails to submit any of the acceptable schedules. This includes Monthly Updates and Schedule Narrative Reports, and/or failure of said schedules to conform with the requirements of this section, as determined by the Engineer.

Thereafter, on subsequent successive payment application periods, the percentage withheld may be increased at the rate of 25 percent per payment application period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly payment application for partial payment following the date the schedule information is brought back into compliance with this specification.

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108.05--Character of Workers, Methods, and Equipment. The CONTRACTOR shall employ competent and efficient laborers, mechanics, or artisans. Whenever an employee is deemed to be careless or incompetent, obstructs the progress of the work, is intemperate, uncooperative or disorderly, the CONTRACTOR shall, upon written request of the Engineer, discharge or otherwise remove said employee from the work and shall not reemploy such person without the written consent of the Engineer.

The methods used in performing the work, and all equipment, tools and machinery shall be subject to the approval of the Engineer before and during work. All equipment, tools and machinery used shall be maintained in a satisfactory working condition. The measure of the capacity and efficiency of machinery and equipment shall be its actual performance on the work. Should it become apparent that the progress of work is such that the CONTRACTOR will be unable to complete the work with the available equipment within contract time, additional equipment meeting the approval of the Engineer may be required.

Permission to use alternative equipment or methods may be granted when it is of a new or improved type, and its use is deemed by the Engineer to be in furtherance of the intent of these specifications. Continued use shall be contingent upon the capability to produce work consistently equal to, or better than that which can be produced with the equipment or method specified.

Nothing in this subsection shall relieve the CONTRACTOR of the responsibility for producing work of the quality specified in the contract. Should the CONTRACTOR continue to employ or re-employ such unsatisfactory person or persons as herein described, fail to furnish suitable and sufficient machinery, equipment or forces for the proper prosecution of the work, all payments may be withheld until the Engineer's orders are complied with, or the contract may be declared defaulted as hereinafter provided.

108.06--Determination and Extension of Contract Time. The Contract Time may not be extended unless there is a delay to the critical path of the Project caused by an event listed below.

- (a) Force Majeure as that term is defined in Article XIV.
- (b) MDOT initiated scope changes, directives or authorized extra work.
- (c) Acts or omissions by MDOT or its duly appointed representative that unreasonably interfere with the CONTRACTOR's performance and cause delay of Work on the critical path of the Project.
- (d) Changes in a legal requirement or regulation that become effective subsequent to the date of this Contract.
- (e) Discovery of hazardous materials as set forth in Article X not discoverable from a reasonable investigation and analysis of the site prior to the Proposal Date.
- (f) Discovery of archeological or paleontological sites not previously identified as set forth in Article IX not discoverable from a reasonable investigation and analysis of the site prior to the Proposal Date.

Other than as noted above, the Contract Time shall not be increased for contract time adjustments or claimed delay damages. Only requests for the listed types of time extensions shall be made in writing to MDOT within 20 calendar days of the event causing the delay. Requests shall include a schedule analysis fragment demonstrating the delay in the critical path.

108.07— Blank.

108.08--Default and Termination of Contract

108.08.1 Termination for Default The CONTRACTOR shall be in default of the Contract if it:

- (a.) Fails to supply a sufficient number of properly skilled workmen, tools, materials and equipment to assure the prompt completion of the Work;
- (b.) Fails to perform Work in accordance with contract requirements and/or refuses to remove or replace rejected materials or unacceptable Work;
- (c.) Discontinues the prosecution of the Work;
- (d.) Fails to resume Work that has been discontinued within a reasonable time after notice to do so;
- (e.) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;

- (f.) Allows any final judgment to remain unsatisfied for a period of 15 calendar days;
- (g.) Makes an assignment for the benefit of creditors;
- (h.) Fails to maintain the Project schedule;
- (i.) Commits a substantial breach of the Contract or for any other cause whatsoever, fails to carry on the Work in an acceptable manner.

If the CONTRACTOR does not commence Work to cure the default within 15 calendar days after receipt of written notice from MDOT and thereafter diligently prosecute Work to completion within a reasonable time as determined by MDOT, then MDOT will have full power and authority to terminate CONTRACTOR for default and shall provide written notification of the termination to CONTRACTOR and Surety.

Upon termination for default, Surety will have the right to complete the contract and shall be given 30 calendar days, or longer in MDOT's discretion, in which to resume the Work. This procedure shall not in any way serve to extend the contract time. All charges incident to negotiation with the Surety and arranging for work to be resumed, including attorney's fees, shall be charged against CONTRACTOR or Surety as part of the cost of the Work.

If Surety refuses to complete the Work or fails to take over the Work promptly as provided by this Contract, then MDOT may appropriate or use any or all materials and equipment on the job site as may be suitable and acceptable and may enter into an agreement for the completion of the Contract. All costs and charges incurred by MDOT together with the cost of completing the Work under the Contract will be deducted from any monies due or which may become due CONTRACTOR. If such expense exceeds the sum which would have been payable under the Contract, CONTRACTOR and Surety shall be liable and shall pay to MDOT the amount of such excess.

Upon termination for default, all Project Documents, as defined in Article II (E), shall be surrendered forthwith by CONTRACTOR to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Design documents for these purposes.

108.08.2--Termination for Convenience

MDOT reserves the right to cancel the Work upon ten (10) calendar days written notice to CONTRACTOR. Should the Work be so canceled by MDOT for convenience, CONTRACTOR shall be paid for the value of the work, based upon the Project Payment Schedule, performed to the date of cancellation and demobilization together with any cancellation charges by vendors and subcontractors. The CONTRACTOR shall also be entitled to the cost of securing the Work, provided such cost is approved by MDOT. In no event, however, shall the total payment to CONTRACTOR pursuant to such a cancellation exceed the Contract Price.

Termination of all or a portion of the Contract shall not relieve CONTRACTOR of any responsibility it would otherwise have for the work completed, or any claims arising from that work.

Upon such termination, all Project Documents, as defined in Article II (E), shall be surrendered forthwith by CONTRACTOR to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Design documents for these purposes.

SECTION 109 - MEASUREMENT AND PAYMENT

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109.02--Scope of Payment. The compensation, as herein provided, constitutes full payment for the complete Work including all materials, labor, tools, equipment and incidentals necessary for performing the Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work; for all loss from the action of the elements, except as otherwise provided; for any unforeseen difficulties or obstruction of the Work which may arise or be encountered during the prosecution of the Work until its final acceptance by the Engineer; for all risks connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of the Work; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract.

Any payment prior to final acceptance of the Work by the Executive Director, shall in no way affect the obligation of the CONTRACTOR or constitute an acknowledgment of the acceptance of the Work, nor in any way affect the obligation of the CONTRACTOR to repair or renew defective parts of the Work. The Engineer will be the judge of defects or imperfections, and the CONTRACTOR shall be liable to the Department for failure to correct same as provided herein.

109.03--Deleted.

109.03--Blank

109.04--Extra and Force Account Work. Allowable contract adjustments in accordance with the requirements and provisions of Subsection 104.03 will be paid for at the unit prices or lump sum stipulated in the agreement authorizing the Work, or the Executive Director may require the CONTRACTOR to do such work on a force account basis to be compensated in the following manner:

(a) **Labor.** The CONTRACTOR will receive the rate of wage or scale agreed upon in writing for each hour that the foreman in direct charge of the specific operations and labor are actually engaged in such work. An amount will be added equal to 19 percent of the sum thereof.

(b) **Bond, Insurance and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the CONTRACTOR will be reimbursed actual cost only. The CONTRACTOR shall furnish satisfactory evidence of the rate or rates paid for the bond, insurance and tax.

(c) **Materials.** The CONTRACTOR will receive the actual cost of the materials, including transportation charges if paid by the CONTRACTOR, exclusive of machinery rentals as hereinafter set forth, plus 19 percent.

(d) **Equipment.** For any machinery or special equipment, other than small tools, authorized by the Engineer, the CONTRACTOR will receive the rates agreed upon in writing. In the event an agreement cannot be reached for a particular piece of equipment, the pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule, Region III" as published by the Department of Army, U S Army Corps of Engineers and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs,

overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the Project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

The hourly use rates are computed on the basis of a 40-hour workweek. When the CONTRACTOR works more than 40 hours per week, the cost for "Cost of Facilities Capital" (CFC) will be excluded from the hourly rate for those hours in excess of 40 hours per week.

No more than eight hours of standby will be paid during a 24-hour day, nor more than 40 hours per week. Standby time will not be allowed unless the equipment has been in idle status in excess of 16 hours during a 24-hour day. Likewise, standby will not be allowed during periods when the equipment would have otherwise been in idle status or when equipment could reasonably have been used on other parts of the Project. Actual operating time during a week will be credited against the 40 hours maximum standby allowance.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

(e) **Miscellaneous.** No allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(f) **Compensation.** No extra work on a force account basis will be paid unless unit prices for labor, materials and equipment rentals have been agreed upon in writing, or as otherwise provided for equipment in paragraph (d), before work is started. The unit prices paid shall not exceed the quoted unit price for each item stipulated in the agreement.

The CONTRACTOR, or the CONTRACTOR's authorized representative, and the Engineer shall compare records of extra work done on a force account basis at the end of each day. Copies of these records shall be made upon the form provided for this purpose and shall be certified to by the CONTRACTOR and the Engineer. The CONTRACTOR shall furnish to the Engineer itemized statements of the cost of all force account work. The statements shall include a true copy of the payroll and the original receipt of bills and invoices for the material used and the freight charges paid. Where materials used are not specifically purchased for use on extra work but taken from the CONTRACTOR's stock, the CONTRACTOR may submit an affidavit of the quantity, price and freight on these materials.

Statements covering force account work for each specific agreement shall be submitted promptly at the end of the month in which the work was actually completed. Failure to timely submit such information shall constitute a waiver if any claim for monetary damage.

109.05--Eliminated Items. The Department shall have the right to eliminate portions of the Contract relating to any of the engineering services or any of the construction services set forth therein. When the CONTRACTOR is notified of the elimination of portions of the Contract work, the Department will reimburse the CONTRACTOR for actual work done and all costs incurred prior to the notification as provided in Subsection 104.03.

109.06--Partial Payments.

109.06.1--Deleted.

109.06.1--General. The CONTRACTOR shall submit a Project Payment Schedule (PPS) for the contracted work a minimum of 30 days prior to its initial application for partial payment. This schedule will provide a breakdown of values for the contracted work aggregating the contract price, and will be the basis for partial payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. The sum of all values listed for each element shall be equal to the Contract price proposed for that element as set forth in the CONTRACTOR's Project Payment Schedule. The Work shall be subdivided into component parts in sufficient detail to serve as the basis for progress payments and price adjustments, positive and negative. Prices will include a pro rata amount of overhead and profit applicable to each item. The Department may reject or approve a Project Payment Schedule if it fails to provide reasonable detail, any prices are excessively unbalanced, or fails to account for the entire contract fixed price.

The CONTRACTOR shall submit to the Engineer an application for each payment with a Construction Certificate attached, see Exhibit 23. The CONTRACTOR shall include, in each application for payment, a schedule of the percentages of the various parts of the work completed that, based on the Project Payment Schedule shall aggregate to the payment application total.

The Engineer shall approve all payments based upon the CONTRACTOR's compliance with the Project Payment Schedule, the Contract, Construction Certificate and the documented progress of Work. MDOT will make partial payments on the contract monthly as Work progresses. In the event a submitted application for payment is completed incorrectly, contains defects or improprieties, or there is a good faith dispute, MDOT will so notify the CONTRACTOR within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. The CONTRACTOR, in the following month's application for payment, shall incorporate corrections to the application for payment.

109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and a Department representative has declared the members satisfactory for storage. The CONTRACTOR must make a written request for payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer. In the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in the State of Mississippi. In the case of prestressed concrete members that may require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States. For structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advancements will not be allowed until the Engineer has received triplicate copies of material invoices and certified test reports or acceptable certificates of conformance. For materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the State Materials Engineer, another designated Department employee or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage. Should the CONTRACTOR request,

and upon approval of MDOT, pay for MDOT's labor and direct cost for the Department's out-of-state travel.

The CONTRACTOR shall make arrangements to the satisfaction of the Engineer for suitable storage and protection at all approved sites. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent payment applications until the materials are replaced or restored to an acceptable condition.

In all cases, the CONTRACTOR shall save harmless the COMMISSION in the event of loss or damage, regardless of cause.

Advanced payment will not be made on living or perishable plant materials or seeds until planted.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the CONTRACTOR within 60 days of the payment application 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 60 days, the advanced payment will be deducted on subsequent payment application until such time proof of payment is furnished.

As the materials are incorporated into the Work, proportionate reductions for advance payments shall be made from monthly payment applications covering the Work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed Work and no consideration will be given to stockpiled materials.

109.06.3--Retainage. Regardless of the value of the earned Work based on the value of Work scheduled for completion by the approved progress schedule, no deduction for retainage will be made from payments and advancement of materials due to the CONTRACTOR. Likewise, the CONTRACTOR shall not withhold any retainage from any payments due to a Subcontractor or Supplier.

109.06.4--Withholding of Payments. A payment may be withheld indefinitely until the CONTRACTOR has complied with all directives given by the Engineer in compliance with and by virtue of the terms of the Contract.

109.07--Blank.

109.08--Contract Overpayment(s). The CONTRACTOR is duly responsible to and will immediately reimburse the Mississippi Transportation COMMISSION, without any demand therefore, for any overpayment(s) of which it has knowledge, or through due diligence, should have knowledge.

By the execution of the Contract, the CONTRACTOR also agrees that if the Mississippi Transportation COMMISSION has made any overpayment(s) to the CONTRACTOR on any previously executed contract(s), the Mississippi Transportation COMMISSION may notify the CONTRACTOR in writing of the nature and the amount of the overpayment(s). If the CONTRACTOR fails to remit the overpayment(s) to the Mississippi Transportation COMMISSION within sixty (60) calendar days from the date of such notice, interest shall accrue from the date of such notification until payment is made in full at the rate of one percent (1%) per month until fully paid.

By the execution of the Contract, the CONTRACTOR also agrees that the Mississippi Transportation COMMISSION may offset and withhold a sum equal to any overpayment(s) on

any previously executed contract(s), plus interest, where applicable, against any sums due the CONTRACTOR under the terms of this Contract or any other active contract(s).

By the execution of the Contract, the CONTRACTOR also agrees that if any overpayment(s) are made by the Mississippi Transportation COMMISSION to the CONTRACTOR under the terms of this Contract the Mississippi Transportation COMMISSION shall have the right to offset and withhold that amount, plus interest, where applicable, from any sums which the Mississippi Transportation COMMISSION might owe the CONTRACTOR on any other active contract(s) or any future executed contract(s).

109.09--Freight Rates and Labor Rates. No allowance or deduction will be made for increases or decreases in freight rates or demurrage or for any increase or decrease in labor rates unless so stipulated in the contract.

109.10--Blank.

109.11--Acceptance and Final Payment. When the Executive Director has notified the Contractor of final acceptance pursuant to Section 105.16.2 a final application for payment showing the value of the Work will be prepared by the CONTRACTOR. The amount of this payment, less all previous payments and deductions required under the contract, will be paid to the CONTRACTOR as soon as practicable. Final payment will not be made until written consent of the CONTRACTOR and the Surety has been delivered to the Contract Administration Engineer of the Department. It shall be the CONTRACTOR's responsibility to have the Surety provide the consent. Delays in final payment because of non-receipt of Surety's consent shall not be cause for the payment of interest under the provisions of Section 31-5-27 of the Mississippi Code, 1972, Annotated, for the period of time occasioned by such delay.

Acceptance by the CONTRACTOR of final payment shall operate as and shall be a release to the COMMISSION from all claims or liability under the contract and any act or neglect of the COMMISSION relating to or connected with the contract.

109.12--Right to Audit. The Department reserves the right to audit the CONTRACTOR's records at any time during the contract period and up to three years after the final Contract payment or up to three years after any litigation is filed with court, whichever is later. In the event of an audit, the CONTRACTOR will be required to provide sufficient original documents and records to substantiate that the costs represented in the final payment or claim were incurred; were appropriate for payment under the terms of the Contract; and were incurred solely in performance of the referenced Project and Project phase. Department's audit will be conducted in accordance with United States General Accounting Office's Governmental Auditing Standards, the Institute of Internal Auditor's Professional Practice Standards, and the American Institute of Certified Public Accountant's Auditing Standards.

SECTION 110 - REQUIRED CONTRACT PROVISIONS

110.01—Blank

110.01.1--Blank.

110.02--Application. Projects constructed with Federal funds.

110.02.1--Statements and Payrolls. The CONTRACTOR and subcontractors shall submit weekly two copies of all payrolls to the Project Engineer and meet the requirements of U. S.

Department of Transportation Form FHWA 1273, on projects constructed in whole or in part with Federal funds.

The CONTRACTOR and subcontractors shall submit two copies each of Form CAD-880, "Weekly Summary of Wage Rates", and CAD-881, "Weekly Statement of Compliance", each week to the Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.

110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect at time of advertisement for RFPs and/or contained in the contract.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 1

CODE (SP)

DATE: 11/18/2005

SUBJECT: Placement of Fill Material in Federally Regulated Areas

PROJECT:

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

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

Nationwide Permit No. 14 (Waters of U.S.) -- All sites with area less than 0.10 acre
U.S. Army Corps of Engineers 404

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 3

CODE: (SP)

DATE: 11/03/2005

SUBJECT: Final Clean-Up

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

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

Litter removal is considered incidental to Work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 4

CODE: (IS)

DATE: 11/30/2005

SUBJECT: Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)

Relative to the Federal Clean Air Act requirements concerning emission standards for hazardous air pollutants, the Contractor is reminded of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61.

The Contractor will be responsible for the proper disposal of all structures on the project and should take special care with the removal of asbestos containing materials. The disposition of all structures, including those with asbestos, become the responsibility of the Contractor

The demolition, handling, loading, transporting and disposal of materials from these structures shall be in accordance with applicable codes, regulations and standards, including but not limited to asbestos NESHAP regulations. Questions or problems concerning applicable regulations should be directed to the Mississippi Department of Environmental Quality, Office of Pollution Control, Air Toxics Branch, Jackson, Mississippi.

All applicable codes, regulations and standards have the same force and effect and are made a part of the contract documents by reference as if copied directly into the contract documents, or as if published copies were contained herein.

The Contractor must complete an asbestos inspection report and a completed Mississippi Office of Pollution Control Demolition/Renovation Notification Form for each structure to be removed and submit the forms to Mississippi Department of Environmental Quality (MDEQ), Bureau of Pollution Control, Air Toxics Branch, P.O. Box 10385, Jackson, Mississippi, 39289-0385, Telephone No. (601) 961-5171, from whom blank forms can also be obtained, at least ten (10) working days (where working days are Monday through Friday) prior to commencement of demolition activity. Copies of the completed demolition/renovation notification forms and letters of transmittal shall be furnished the Project Engineer as proof of the required notification to the Office of Pollution Control. The Contractor must have copies of the asbestos inspection reports on site during the asbestos abatement and/or demolition activities.

Copies of any and all other documents required to be furnished by the Contractor or obtained by the Contractor from other agencies in complying with applicable local, State and Federal regulations, including but not limited to asbestos NESHAP regulations, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 5

CODE: (IS)

DATE: 11/03/2005

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

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

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

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

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

All temporary pavement markings placed and measured for payment under this section shall include any required removal. Removal of all temporary stripe will not be measured for separate payment and is included in the Lump Sum price.

Existing pavement markings conflicting with temporary markings shall be removed. Removal of such materials (paint, tape, marker, etc.) will be considered part of the Work and no additional payment for this removal will be considered.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 7

CODE: (IS)

DATE: 11/18/2005

SUBJECT: St. Louis Bay Bridge

CONTRACTORS are hereby advised that the Notice of Award and the Notice to Proceed/Begin Contract Time will be issued with the following restriction:

The section of the Project between Station 380 + 00, 225' RT and Station 387 + 00, 115' RT will not be available for construction activities until March 31, 2006.

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 10

CODE: (IS)

DATE: 05/03/2004

SUBJECT: DBE Participation and Payment

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

Form OCR-484 has been developed to comply with this requirement. Proposers are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20th of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 12

CODE: (IS)

DATE: 11/18/2005

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 13

CODE: (IS)

DATE: 11/18/2005

SUBJECT: Submission of Form OCR-485

Proposers are hereby advised that Form OCR-485 will be completed by **ALL PROPOSERS** submitting a RFP proposal and **must be included in Volume II of the RFP Proposal package**. Failure to include Form OCR-485 in the RFP Proposal package will be considered **non-responsive**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 14

CODE: (SP)

DATE: 05/03/2004

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 204

CODE: (IS)

DATE: 11/03/2005

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
427	619.04	Delete the second paragraph.
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".

596	701.02	In the table under the column titled “Cementations material required”, change Class F, FA” to “Class F FA,”.
603	702.11	In the first sentence, change “702.12” to “Subsection 702.12”.
612	703.04.2	In the fifth paragraph, delete “Subsection 703.11 and”.
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.
618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.

976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 342

CODE: (SP)

DATE: 11/18/2004

SUBJECT: Open Burning - Restrictions On Ozone Action Days

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 450

CODE: (SP)

DATE: 11/08/2005

SUBJECT: Cost Adjustment Factors

This Contract **DOES NOT** have an adjustment code and **NO** adjustment for changes in the cost of fuel or materials will be allowed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 586

CODE: (SP)

DATE: 11/03/2005

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

PROJECT:

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

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

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

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

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

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

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

Upon successful completion of all permanent erosion and sediment controls for a covered project, accepted and documented by the Engineer, a completed Notice of Termination (NOT) of Coverage form shall be submitted to the Office of Pollution Control. If no sediment and erosion control problems are identified, the prime contractor will receive a termination letter from the Office of Pollution Control.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 696

CODE: (SP)

DATE: 11/30/2005

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

PROJECT: ER/BR-0003-01(098) / 104555 -- Hancock and Harrison Counties

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

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE:

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

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted Contracts. Failure by the Contractor to carry out these requirements is a material

breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

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

The apparent lowest responsive Proposer shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, with Volume II submittal package.

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

Failure of the lowest Proposer to furnish acceptable proof of good faith efforts, submitted with Volume II Proposal, shall be considered as nonresponsive. Award may then be made to the next lowest responsive Proposer or the work may be readvertised.

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

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

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

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation.

To initially count toward meeting the goal, the DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this Proposal and approved by MDOT. DBE credit is received only when the DBE firm has been paid for the work they performed on the Project.

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

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

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

PARTICIPATION / DBE CREDIT

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

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

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

AWARD

Award of this Contract to the best value Proposer will be contingent upon the following conditions:

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

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

DEFAULT

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

meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

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

SANCTIONS

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

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments

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

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

SUPPLEMENT TO NOTICE TO PROPOSERS NO. 696

DATE: 11/08/2005

The goal is 5 percent for the Disadvantaged Business Enterprise.

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

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

A pre-Proposal meeting will be held in the first floor auditorium of the Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi at 2:00 P.M. on November 21, 2005.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 700

CODE: (SP)

DATE: 11/29/2005

SUBJECT: Proposal Documents

Proposers are hereby advised that all documents necessary to execute this Contract shall be signed and included in the Volume II submittal package, including but not limited to, a Proposal and performance bond, warranty bond, Section 902, Section 903, Certification of Insurance, OCR-481, & OCR-485.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-100-a

CODE: (SP)

DATE: 10/28/2005

SUBJECT: Gopher Tortoises

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-101-a

CODE: (SP)

DATE: 10/28/2005

SUBJECT: Dredged Materials and Debris

The Contractor shall dispose of all dredged materials and debris in a protected upland site(s) with the possible exception of concrete bridge rubble. The Contractor shall dispose of all concrete debris from the bridge(s) to an approved site(s) in accordance with State and Federal Law. The Contractor may utilize sites designated by the Mississippi Department of Marine Resources (MDMR) for beneficial use programs as permitted by USACE – Mobile District. A copy of the permit may be obtained by contacting MDMR, 1141 Bayview Avenue, Suite 101, Biloxi, MS 39530.

The Contractor will obey all State and Federal regulations and laws concerning the proper disposal of all of these materials.

Additional information is available from the following contacts:

NOAA Contacts:

Mark Thompson, Essential Fish Habitat & Living Marine Resources,
Panama City office (850) 234-5061

Robert Hoffman, Endangered Species,
St. Petersburg office (727) 551-5774

MDMR Contacts:

Leah Bray, (228) 374-5022
Jan Boyd, (228) 297-5216

USACE-Mobile District Contact:

Susan Rees, (251) 694-4141

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-102-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Potential Presence of Threatened or Endangered Species

Contractor shall instruct all personnel associated with the project of the potential presence of threatened or endangered species as outlined in the appropriate environmental documentation, and advise the personnel that there are civil and criminal penalties for harming, harassing or killing species protected under the Endangered Species Act.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-103-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Monitoring for Presence of Threatened or Endangered Species During Construction and Dredging Activities

Contractor shall monitor for threatened or endangered species during all construction and dredging activities. At least two onsite observers for endangered species will be in place an hour prior to blasting activities. Blasting will be halted for 30 minutes following a sighting and will not be allowed to continue until the sighted endangered species are no longer present. Onsite observers will log any sighting of an endangered species in an endangered species diary which will include location, time, species first sighted and time the species was observed leaving the site.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-104-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Blasting Procedures to Prevent Dispersion of Blasted Materials

Blasting mats and other precautions will be utilized by the Contractor to prevent dispersion of blasted materials and minimize shock wave impacts. Startle charges shall be used prior to detonation of explosives. Blasting techniques shall be utilized to reduce the outward explosive force of the blasts. Contractor shall confirm no presence of people or animals within the affected area. A count down of 30 seconds over a loud speaker shall be performed prior to detonation. Observers shall be placed at a safe distance to observe for presence of any people or animals before, during and after detonation. Contractor is responsible for the safe execution of all activities associated with blasting and the safety of all personnel and properties on Site. Contractor shall follow all Federal and State Laws governing such activity.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-105-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Removal of Concrete Debris Where Threatened and Endangered Species are Present

All concrete debris and other structures of the damaged US 90 bridge shall be removed from the gulf, rivers, bayous, and other waters with habitat suitable for threatened and endangered species until no more than three (3) pieces measuring approximately 3' X 3' X 3' total are located in an area smaller than 100 square feet. In all cases, concrete will be removed to the mud line.

All existing pilings or concrete footings of the damaged US 90 bridge shall be removed from the gulf, rivers, bayous, and other waters with habitat suitable for threatened and endangered species, existing piling will be removed to two feet below the mud line.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-106-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Injured or Killed Protected Species

If any protected species (i.e., gulf sturgeon, sea turtles, manatees, etc.) are injured, killed, or found already injured or dead, the Contractor will immediately notify MDOT, NOAA and US FWS.

Contact numbers for the agencies with jurisdiction:

NOAA Contact:
727-824-5312

US FWS Contact:
601-956-4900

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-107-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Operation of Vessels in Construction Areas While in Water

Contractor shall insure all vessels associated with the construction projects shall operate at “no wake/idle” speeds at all times while in the construction areas and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible. Contractor shall follow all Maritime Laws.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-108-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Best Management Practices for the Control of Erosion, Sediment and Stormwater

Contractor shall use Best Management Practices as referenced in the Mississippi Standard Specifications for Road & Bridge Construction and the Mississippi Department of Environmental Quality Planning & Design Manual for the Control of Erosion, Sediment, and Stormwater. Contractor shall follow all applicable Federal and State Laws concerning the control of erosion, sediment and stormwater.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-109-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Unanticipated Discoveries of Potentially Historic or Archaeological Significance

In the event of unanticipated discoveries of potentially historic or archaeological significance, the Contractor is to notify the Mississippi Department of Transportation Environmental Division who, in turn, will contact the State Historic Preservation Office (SHPO). MDOT and SHPO will jointly be consulted and given an opportunity to review and evaluate the situation and determine if the discoveries warrant detailed investigation. The Contractor will stop Work in the area of the disturbed resource(s) until said investigation is completed and clearance from the State Historic Preservation Office is received in writing. Extension of contract time will be awarded to the Contractor for loss of time as a result of discovery and investigation of unanticipated historically and/or archaeologically significant resource(s) if the Contractor can demonstrate that his critical path is impacted. Contractor shall obey all Federal and State Laws concerning this matter.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-110-a

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Staging Areas Located Outside the Existing Rights- of -Way

For staging areas located outside the existing right of way, the Contractor shall obtain prior concurrence from SHPO and the property owners and shall obtain all applicable permits.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-112-a

CODE: (SP)

DATE: 11/21/2005

SUBJECT: Bridge Aesthetics

Aesthetic treatments shall be included in the design of the bridges. Design will include use of imprinted concrete utilizing a form liner finish. Design details of the aesthetic treatment and form liner imprints shall be submitted for MDOT's concurrence a minimum of 60 days prior to the scheduled fabrication of the liners.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-119-a

CODE: (SP)

DATE: 11/07/05

**SUBJECT: Removal and Disposal of any Structures Having Lead, Lead-Based Paint
and/or Asbestos**

Removal and disposal of any structure having lead, lead-based paint, and /or asbestos shall be in accordance with MDEQ & EPA guidelines. The removed materials shall be handled and deposited in a suitable upland site designated for such material (s).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-132-a

CODE: (SP)

DATE: 11/18/2005

SUBJECT: Dredging and Access Channel Plans

The Contractor shall develop Dredging and access channel plans in a way that avoids or minimizes impacts to submerged vegetation (i.e., sea grass) and emergent wetlands vegetation.

The Contractor will obey all State and Federal regulations and laws.

The Commission has obtained a permit from the Department of Marine Resources that allows the dredging of 100,000 cubic yards of material from the Bay area, excluding marsh areas. The Contractor will be responsible for obtaining an additional permit from the Department of Marine Resources for any dredged material in excess of the 100,000 cubic yards. No additional time will not be justified for obtaining another permit.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103.06 Escrow Proposal Documents

CODE: (SP)

DATE: 11/07/2005

SUBJECT: Escrow Proposal Documents

Section 907-103.06, Blank, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.06 – Escrow Proposal Documents. The purpose of this specification is to preserve the Proposer’s Proposal documents for use by MDOT in the resolution of any claim or dispute between MDOT and the CONTRACTOR either during or after construction. Within seven (7) days following submittal of the Volume 2 Proposal documents, the CONTRACTOR shall have delivered into escrow the original of all documentary information used in preparation of its Volume 2 Proposal for the Project (the “Escrowed Proposal Documents” or “EPD”). The EPD will be held in escrow until all of the following have occurred: (a) 180 days have elapsed from the date of the final Contract voucher certification, (b) all disputes regarding this Contract have been settled, and (c) final payment on this Contract has been made by MDOT and accepted by the CONTRACTOR.

The EPD shall be available during business hours for joint review by representatives of the CONTRACTOR and MDOT in connection with the resolution of disputes. The EPD are, and shall always remain, the property of the CONTRACTOR, subject to MDOT’s right to review the EPD as provided herein. Copies of the EPD shall be provided to the courts of the State of Mississippi and other dispute resolvers upon request by MDOT. The CONTRACTOR shall have the right to seek a protective order governing the disclosure of the EPD to parties other than MDOT. The CONTRACTOR represents and warrants that the EPD delivered into escrow prior to execution hereof constitute all of the information used in the preparation of its Proposal and agrees that no other Proposal preparation information will be considered in resolving disputes or claims related thereto, including in any judicial proceeding to resolve such disputes or claims. The CONTRACTOR also agrees that the EPD are not part of this Contract and that nothing in the EPD shall change or modify this Contract.

The CONTRACTOR represents and warrants that:

- (a) the EPD clearly itemize the estimated costs of performing the Work required by the Contract Provisions, all Work is separated into sub-items as required to present a complete and detailed estimate of all costs, and crews, equipment, quantities and rates of production are detailed;
- (b) estimates of costs are divided into CONTRACTOR’s usual cost categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate, plant and equipment and

indirect costs are detailed in the CONTRACTOR's usual format, and the CONTRACTOR's allocation of plant and equipment, indirect costs, contingencies, markup and other items such as overhead and profit to each direct cost item shall be clearly identified;

(c) the EPD include all assumptions, quantity takeoffs, rates of production and progress calculations, quotes from Subcontractors and suppliers, memoranda, narratives and all other information used by CONTRACTOR to arrive at the Contract Price.

It is not intended that the CONTRACTOR perform any significant extra work in the preparation of the EPD prior to delivery thereof into escrow. However, the CONTRACTOR represents and warrants that the EPD provided prior to execution of this Contract were personally examined prior to delivery to escrow by authorized officers of the CONTRACTOR and that they meet the requirements of herein and are adequate to enable a complete understanding and interpretation of how the CONTRACTOR arrived at its Proposal. Prior to execution of this Contract representatives of MDOT and CONTRACTOR shall jointly review the EPD to determine whether it is complete, and shall organize the EPD and label each page so that it is obvious that the page is a part of the EPD and so as to enable a person reviewing a page out of context to determine where it can be found within the EPD. The representatives shall also compile an index listing each document included in the EPD and briefly describe the document and its location in the EPD. This index and document description shall be kept with the EPD. In the event that, following the initial organization, MDOT determines that the EPD is incomplete, MDOT may request CONTRACTOR to supply data to make the EPD complete. CONTRACTOR shall provide all such data within three business days of the request, and at that time it will be date stamped, labeled to identify it as supplementary EPD information, and added to the EPD. CONTRACTOR shall have no right to add documents to the EPD except upon MDOT's request.

The EPD shall at all times be treated as proprietary and confidential information and shall be used only for purposes described in herein. Failure or refusal to provide Proposal documentation shall delay execution of the Contract or may be cause for forfeit.

The cost of the escrow will be borne by the CONTRACTOR. CONTRACTOR will provide escrow instructions to the selected repository of EPD's or banking institution located in Jackson, Mississippi, consistent with this specification.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-1

CODE: (IS)

DATE: 11/03/2005

SUBJECT: Temporary Grassing

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

SECTION 907-226 -- TEMPORARY GRASSING

907-226.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass.

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

907-226.02--Materials.

907-226.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients and agricultural limestone.

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

Fertilizers shall meet the requirements of Subsection 715.02.

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

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

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

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

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

907-226.03--Construction Requirements. When the payment for temporary grassing is made using individual pay items, the rate of application shall not exceed the rate shown on the temporary vegetation schedule, unless otherwise approved by the Engineer. Any unauthorized overage due to increased application rates will not be measured for payment.

907-226.03.1--Ground Preparation.

907-226.03.1.1--General. Any equipment used for ground preparation shall be approved units suitable to perform the work and subject to the requirements of Subsection 108.05.

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

907-226.03.1.2--Light Ground Preparation. Light ground preparation consists of scratching the surface with a close-tooth harrow, disk-harrow, or similar equipment. The depth of scratching should be at least three-quarters inch but not deep enough to damage existing grasses of the type being planted.

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

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

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

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

All fertilizer should be incorporated within 24 hours following spreading.

907-226.03.3--Seeding.

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

The required type of seeds, recommended rates of application and recommended planting dates of seeds are shown in the vegetation schedule on the plans. It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required.

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

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

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

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

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

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

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

907-226.03.4--Mulching.

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-1

CODE: (SP)

DATE: 11/03/2005

SUBJECT: Crushed Stone Granular Material

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

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

Gradation requirements for crushed stone granular material shall meet the following:

Percent By Weight Passing Square Mesh Sieves

Sieve Size	Percent Passing by Weight
1 1/2 inch	100
1 inch	90 - 100
1/2 inch	62 - 90
No. 4	30 - 65
No. 10	15 - 40
No. 200	3 - 16

Granular material, RAP shall be milled recycled asphalt pavement and shall be visually inspected by the Engineer to insure it is free from chunks and deleterious materials. Unless otherwise specified, density shall be achieved by two passes of an approved roller and density tests will not be required.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-306-1

CODE: (IS)

DATE: 11/03/2005

SUBJECT: Asphalt Drainage Course

Section 306, Asphalt Drainage Course, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted in toto and replaced as follows:

SECTION 907-306 -- ASPHALT DRAINAGE COURSE

907-306.01--Description. This work shall consist of the construction of a bituminous drainage course composed of a mixture of crushed aggregate and asphalt cement properly laid upon a prepared surface, in accordance with these specifications and in conformity with the lines, grades, thickness, and typical sections shown on the plans.

907-306.02--Materials.

907-306.02.1--Aggregates. The aggregate shall be crushed limestone, sandstone, granite, gravel or reclaimed concrete pavement conforming to the quality requirements of Subsections 703.01, 703.02 and 703.03.

907-306.02.1.1--Non-Gravel Mixtures. The aggregate shall be size no. 57 crushed limestone, sandstone or granite.

907-306.02.1.2--Gravel and/or Blended Mixtures. The aggregate shall be crushed gravel, or a combination of crushed gravel, limestone, sandstone, granite or reclaimed concrete pavement conforming to the following additional requirements.

DESIGN MASTER RANGE

<u>Sieve Size</u>	<u>% Passing</u>
1"	100
¾"	90 - 100
½"	89 max.
No. 4	20 max.
No. 8	15 max.
No. 200	3.5 max.

Total voids of the mixture shall be a minimum of 20% calculated by solid volume, compacted at 250° F, and 50 gyrations.

The mechanically fractured faces by weight of the combined aggregate coarser than the No. 4 sieve shall be a minimum of 90% with two (2) fractured faces.

907-306.02.2--Bituminous Material. The bituminous material used in the mixture shall be petroleum asphalt cement, Grade PG 67-22, unless otherwise designated, meeting the requirements of Subsection 702. If more than 5% visual stripping is observed from Mississippi Test Method MT-59, liquid anti-strip additive, at the rate recommended by the manufacturer, shall be added to the asphalt.

907-306.02.3--Hydrated Lime. Hydrated lime shall meet the requirements of Subsection 714.03.2 for lime used in soil stabilization.

907-306.02.4--Composition of Mixtures.

907-306.02.4.1--Non-Gravel Mixtures. The mixture shall have an asphalt cement content of 2.5 percent by weight of total dry aggregate and production shall conform thereto within a production tolerance of plus or minus 0.4 percent. Hydrated lime shall be used at the rate of one percent (1%) by weight of the total dry aggregate.

The temperature of the completed mixture shall be $235^{\circ} \pm 15^{\circ}$ F.

907-306.02.4.2--Gravel and/or Blended Mixtures. The mixture shall have an asphalt cement content of 2.0 to 3.0 percent by weight of total mixture, as determined by mix design, and production shall conform thereto within a production tolerance of plus or minus 0.4 percent. Hydrated lime shall be used at the rate of one percent (1%) by weight of the total dry aggregate. No natural sands will be allowed in the mixture.

The temperature of the completed mixture shall be $275 \pm 25^{\circ}$ F. However, if excessive draindown is observed, temperature restrictions may be lowered by approval of the Engineer.

907-306.02.5--Job Control Sampling and Testing. Sampling and testing of asphalt drainage course shall be performed at a frequency of one sample per 1000 tons of mixture produced.

907-306.02.5.1--Non-Gravel Mixtures. Tests for gradation shall be performed on aggregate samples obtained from the belt at the plant. Tests for AC content shall be performed on mixture samples obtained at the plant.

907-306.02.5.2--Gravel and/or Blended Mixtures Tests for gradation, AC content and voids shall be performed on mixture samples obtained at the plant. The following job mix formula control limits shall apply:

Job Mix Formula Control Limits:

<u>Item</u> <u>Sieve, % Passing</u>	<u>Tolerance, %</u>
½" and larger	± 6
No. 4	± 5
No. 8	± 5
No. 200	+1 to -2
AC	± 0.4
Calculated Voids	20% min.

Voids: 20% minimum, calculated by solid volume, compacted at 250° F, and 50 gyrations.

Mechanically Fractured Faces: Minimum of 90% with two (2) fractured faces, by weight of the combined aggregate coarser than the No. 4 sieve, sampled once a day of production.

Mix Temperature: 250° to 300° F

If two consecutive test results exceed the Job Mix Formula Control Limits Tolerances, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.

907-306.02.6--Acceptance Procedure.

907-306.02.6.1--For Non-Gravel Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work.

907-306.02.6.2--For Gravel and/or Blended Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work.

The Engineer will base final acceptance of the asphalt mixture production on the results of the job control testing for calculated voids at 50 gyrations, gradation and asphalt content.

Pay Factor for Mixture Quality *

Item	Produced Outside JMF Tolerances Limits (Allowed to Remain in Place)
Gradation	0.90
Asphalt Content	0.85

Calculated Voids @ 50 gyrations	0.70
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* The minimum single payment will apply

907-306.03--Construction Requirements.

907-306.03.1--Weather Limitations. The asphalt drainage course shall not be placed on a wet or frozen surface, or when weather conditions will prevent proper handling, compacting or finishing of the mixture. No asphalt mixture shall be placed when either the surface or the air temperature is less than 40° F, as measured in the shade and away from any heat source.

907-306.03.2--Stockpiling. Aggregates shall be reclaimed from the stockpile so as to minimize segregation. Aggregates that have been mixed with earth or foreign material, or become coated with undesirable material shall not be used.

907-306.03.3--Asphalt Mixing Plant. The asphalt mixing plant for asphalt drainage course shall conform to the requirements of Subsection 401.03.2.

907-306.03.4--Blank.

907-306.03.5--Blank.

907-306.03.6--Hauling Equipment. Hauling equipment shall conform to the requirements of Subsection 401.03.3.

907-306.03.7--Spreading Equipment. The asphalt mixture shall be spread with a bituminous paver meeting the requirements of Subsection 401.03.4.

907-306.03.8--Rollers. Rollers shall conform to the requirements of Subsection 401.03.5 with the following exceptions for non-gravel mixtures.

- (a) Pneumatic-tired rollers shall not be used.
- (b) Rollers shall not weigh less than eight (8) tons nor more than 12 tons.
- (c) Vibratory rollers, if used, shall only be operated in the static mode.

907-306.03.9--Spreading and Finishing. Asphalt drainage course mixture shall be deposited and spread on an approved surface. On areas where irregularities or unavoidable obstacles preclude spreading by mechanical equipment, the mixture shall be deposited, spread, raked and luted by hand tools.

Unless otherwise noted, the asphalt drainage course shall be spread and compacted in one layer to a 4-inch thickness.

907-306.03.10--Compaction.

907-306.03.10.1--Non-Gravel Mixtures. Compaction shall consist of rolling by vibratory rollers operated in the static mode or steel-wheeled tandem rollers. Compaction shall be achieved by the application of 1 to 3 complete roller coverages with a steel-wheel, two-axle tandem roller weighing not less than eight (8) tons nor more than 12 tons, as directed by the Engineer. Compaction shall not begin until the temperature of the mixture has cooled to less than 150° F and shall be completed before the mixture is less than 100° F. Asphalt drainage course shall not be cooled with water.

907-306.03.10.2--Gravel and/or Blended Mixtures. Compaction shall be as required for stability for placement of HMA lifts and for necessary drainage characteristics.

907-306.03.11--Surface Tolerances. The surface, excluding shoulders, will be tested after final rolling at selected locations using a 10-foot straightedge. The variation of the surface between any two contacts with the surface shall not exceed 3/8 of an inch. All bumps or depressions exceeding this requirement shall be corrected by removing defective work and replacing with new material as directed at no additional cost to the State. All areas requiring removal and replacement shall meet the above surface tolerances.

907-306.03.12--Thickness Requirements. The maximum allowable deficiency shall be 3/8 of an inch. When the thickness deficiency exceeds 3/8 of an inch, the Contractor shall remove the deficient material and replace at no additional cost to the State.

When stringline grade controls are eliminated for the placement of the asphalt drainage course, the thickness shall be determined by cores taken from the completed pavement in accordance with Subsection 403.03.3. When the thickness deficiency exceeds 3/8 of an inch, payment will be made on a pro rata basis of the required thickness.

Example based on a 4-inch required thickness:

Measured thickness = 3.0"

Minimum allowable thickness = 3.625" (3 5/8")

Payment = $\frac{3.0}{3.625}$ Eighty-three percent (83%) of the bid item price

907-306.03.13--Construction Traffic and Equipment Restriction. Construction traffic and equipment operating on the completed asphalt drainage course shall be restricted to only that directly involved in placement of the pavement layer on the asphalt drainage course. The asphalt drainage course shall not be used as a haul road for delivery of materials. Trucks delivering paving materials shall enter immediately in front of the paver and after emptying, shall depart immediately therefrom. Twisting and turning traffic shall not be allowed. The Contractor shall protect the asphalt drainage course from becoming clogged with dirt or foreign materials resulting from the operation of construction traffic and equipment. Damage to asphalt drainage course by construction

traffic and equipment shall be corrected through repair or replacement of the damaged area at no additional cost to the State.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-307-1

CODE: (IS)

DATE: 11/03/2005

SUBJECT: Lime Treated Courses

Section 907-307, Lime Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-307.03.2--Equipment. Delete the second paragraph of Subsection 307.03.2 on pages 196 & 197.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-308-1

CODE: (IS)

DATE: 11/03/2005

SUBJECT: Portland Cement Treated Courses

Section 907-308, Portland Cement Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-308.03.2.1--General. Delete the second paragraph of Subsection 308.03.2.1 on page 206.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-311-1

CODE: (IS)

DATE: 11/18/2005

SUBJECT: Lime-Fly Ash Treated Courses

Section 907-311, Lime-Fly Ash Treated Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-311.03.2--Equipment. Delete the Subsection 311.03.2 on pages 223 & 224, and substitute the following:

907-311.03.2--Equipment. Equipment necessary for the proper prosecution of the Work shall meet the applicable requirements of Subsection 907-308.03.2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-401-2

CODE: (SP)

DATE: 11/04/2005

SUBJECT: Hot Mix Asphalt (HMA)

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

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

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

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

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

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

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

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

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

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

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

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the

Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected, the Engineer will stop production until corrective action is taken.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-414-1

CODE: (SP)

DATE: 11/03/2005

SUBJECT: Joint Sealing Tape

Section 907-414, Joint Sealing Tape, is hereby added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-414 - JOINT SEALING TAPE

907-414.01--Description. This work consists of sealing joints and cracks in asphalt pavement by cleaning the existing surface and placing a waterproofing membrane over the joints and cracks as shown on the plans or specified in contract documents.

907-414.02--Materials.

907-414.02.1--High Density Joint Sealing Tape.

Membrane: The waterproofing membrane may be self adhesive and shall be a composite material consisting of high density asphalt mastic sandwiched between a bottom layer of non-woven fabric and a top layer of woven fabric meeting the following properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Weight, minimum	0.8 lb./sq.ft.	
Caliper, minimum, retain 95% after loading	0.120 inches	ASTM D 1777
Absorption	1% maximum	ASTM D 517
Brittleness	Pass	ASTM D 517
Softening Point, minimum, Mastic	200°F	ASTM D 36
Cold Flex., 2-inch x 5-inch Specimen, 180° Bend on 2-inch Mandrel @ 0°F	No Cracking	
Heat Stability, 2-inch x 5-inch Specimen suspended vertically in a mechanical convection oven 2 hours @ 190°F	No Dripping or Delamination	

Flammability 302	Self-extinguishing, no burn rate	Federal	FMVSS
Percent Elongation	100% Maximum		
Tensile Strength, minimum Modified Measured in Weakest Principle Direction	150 lbs./in.	ASTM	D 882

Tack Coat: The tack shall be AC-30, unless otherwise approved by the Engineer, and shall be applied to non-self adhesive tape at the rate specified by the membrane manufacturer's representative.

Sand: Although not required, small amounts of washed sand may be used to blot excess asphalt if necessary to facilitate movement of traffic or construction equipment over the material prior to the overlay. There should be no need, however, if the correct amount tack is used.

907-414.02.2--Joint Sealing Tape.

Membrane: The waterproofing membrane shall incorporate a high strength, heat resistant woven or non-woven fabric embedded in a layer of self-adhesive rubberized asphalt with the following properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Thickness, minimum	0.065 inch	
Permeance - Perms, maximum, grains/sq.ft./hr., in hg.	0.10	ASTM E 96 Method B
Tensile Strength, minimum Opening	50 lbs./in. Measured in Weakest Principle Direction	ASTM D 882 Modified for 1-inch
Puncture Resistance, mesh, minimum	200 lb.	ASTM E 154
Pliability - 1/4-inch Mandrel, 180° bend at 15°F	No cracks in mesh or rubberized asphalt	ASTM D 146

Primer: A surface primer will be required under conditions and/or applications recommended by the joint sealing tape manufacturer. The type of primer and rate of application will be in accordance with the manufacturer's recommendations.

907-414.03--Construction Requirements. All joints shall be sealed as detailed herein and all cracks as designated by the Engineer shall be sealed as detailed herein.

The ambient temperature and pavement surface temperature shall be no less than 50°F, and the pavement surface shall be dry and clean. All dirt, loose particles of pavement, debris and other foreign material shall be removed. If not self adhesive, a tack coat shall be applied for the high density joint sealing tape and the membrane placed at the appropriate time to ensure that the tack coat bonds the membrane to the pavement.

Any pavement spalls that may cause a debonding of the membrane or cause a cavity beneath the membrane shall be filled with an approved hot mix asphalt prior to placement of the joint tape membrane.

The membrane shall be installed straight and wrinkle-free with no curled or uplifted edges. Any wrinkle over three-eighths inch in width shall be slit and folded down.

A hand roller shall be used to conform the material to the pavement surface. In addition to the roller coverage, the material must be left under traffic no less than two days but no more than seven days prior to covering with asphalt pavement.

All damaged or disbonded membrane shall be replaced prior to overlaying at no additional cost to the Department.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-617-2

CODE: (SP)

DATE: 08/12/2005

SUBJECT: Right-Of-Way Markers

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

SECTION 907-617 - RIGHT-OF-WAY MARKERS

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

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

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

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

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

907-617.03--Construction Requirements.

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

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

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

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

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

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

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

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

shall verify the accuracy of the control points before proceeding with the installation.

907-617.03.2--Removal of Existing Markers. Existing right-of-way markers which are specified to be removed shall be removed in accordance with the plans or as directed by the Engineer without additional compensation.

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-620

CODE: (IS)

DATE: 11/08/2005

SUBJECT: Mobilization and Requisite Work

Section 620, Mobilization and Requisite Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted in toto and replaced as follows:

907-620.01-Description. Subsection 602.01 on page 430 is hereby revised as follows.

Mobilization consists of moving all labor, equipment, supplies, and incidentals to the project site and removing same after other work under the contract has been completed. It includes all mobilization costs that are necessary direct costs to the project and are of a general nature rather than directly attributable to specific work activities.

Such costs shall include, but are not limited to, all obligations, preparation, design, construction, warranty and any other costs for which no compensation is provided in other Contract Work activities.

In no event shall the total compensation for project mobilization costs as defined herein exceed five percent (5%) of the total Contract Price.

907-620.04.1-Mobilization. Subsection 602.04.1 on page 431 is hereby revised as follows.

Measurement for payment will be in accordance with the following schedule:

- (a) When one (1) percent of the original Contract Price is earned from the Work other than mobilization, 10 percent of the amount submitted for mobilization will be paid.
- (b) When five (5) percent of the original Contract Price is earned from the Work other than mobilization, 50 percent of the amount submitted for mobilization will be paid.
- (c) When 10 percent of the original Contract Price is earned from the Work other than mobilization, 100 percent of the amount submitted for mobilization will be paid.

As noted above, in no event shall the total compensation for Project mobilization costs as defined herein exceed five percent (5%) of the total Contract Price.

In the event the Contract is terminated under the provisions of Subsection 108.08, the percentage of the original Contract Price earned at the time of termination will be applied to the amount submitted for mobilization. If the amount previously paid for mobilization is different from the Contract completion percent the CONTRACTOR shall reimburse the Department.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-620.02

CODE: (SP)

DATE: 10/28/2005

SUBJECT: Water Transportation For Engineer

Section 620, Mobilization and Requisite Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

Delete Subsection 620.02 on page 620-1 and substitute the following:

907-620.02.1-Boats. The Contractor shall provide and maintain two safe serviceable Coast Guard approved boats, each equipped with two inboard or outboard motors, which shall be available for the exclusive use of the Engineer or his representatives at all times during working hours. The boats shall accommodate safely at least eight (8) adult passengers including operator and shall have adequate freeboard to withstand wave action and current conditions which are expected to occur. Its size and general acceptability shall meet the approval of the Engineer. The boat shall be equipped with an anchor capable of preventing drift in case of motor failure and it shall be provided with bumpers to protect the sides while landing at barges, docks, or piers. The boat shall be equipped with life jackets, two-way radio, oars and other safety guards as prescribed by the Coast Guard and/or the Engineer. The boats will be operated by boat persons employed by the Contractor.

907-620-02-2-Boat Docks. Two safe and serviceable boat docks shall be furnished by the Contractor. The docks shall be located within the right of way, one on each side of the bay. Each dock shall accommodate two (2) boats. The docks shall be maintained in serviceable condition for the duration of the contract. If required by the Engineer, adequate lighting for night operations shall be provided at each dock. The docks shall be constructed so as to provide safe and easy access to and from the boats at all stages (low and high tide) of the bay. The Contractor shall be responsible for securing all required permits for boat docks. The contractor shall remove the boat docks upon completion of the contract.

907-620-02.3-Insurance. The Contractor shall provide liability insurance (with a minimum coverage of \$500,000) and shall save the Mississippi Department of Transportation harmless from any and all damage to or caused by the boats while being operated. The Contractor shall file with the Department prior to or at the time of execution of the contract, a "Certification of Insurance" or other Evidence to the Department for the above coverage.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 622-1

CODE: (SP)

DATE: 11/03/2005

SUBJECT: Engineer's Field Office Building

Section 622.03.1—Types of Field Office Buildings is hereby amended as follows for Design-Build Projects:

Section 622.03.1--Provide two (2) each Type 3 field office buildings and one (1) each Type 3 LO field office building including all other section requirements.

Section 622.03.1.1—Type 1, Type 2 and Type 3 Field Office Buildings K. Utilities add the following after the third paragraph:

The Contractor shall pay for telephone service including all Project related long distance calls.

Section 622.03.1.1 - Type 1, Type 2 and Type 3 Field Office Buildings M. Digital Camera add the following:

The Contractor shall provide two (2) 8.0 Megapixel digital cameras for the Quality Assurance inspection use that is equivalent to a Canon Digital Rebel XT EOS Digital SLR Camera.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-630-3

CODE: (IS)

DATE: 11/18/2005

SUBJECT: Contractor Designed Overhead Sign Supports

Section 630, Traffic Signs and Delineators, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as amended as follows:

907-630.01--Description. Delete the last two paragraphs of Subsection 630.01 on page 454 and substitute the following:

The Contractor shall submit to the Bridge Engineer a design using steel. The design shall be a rectangular box truss connected at both the top and bottom to the vertical support posts. With the exception of cantilever mounts, overhead support structures shall have two vertical support posts at each end of the truss. Design drawings, calculations and other necessary supporting data shall be submitted as soon as possible after the Pre-Construction Conference. The design shall be prepared by a Professional Engineer registered in the State of Mississippi proficient in the design of overhead sign structures.

The design wind speed shall be as shown in the design specifications with a minimum of 110 mph. In addition to the loads required in the design specifications, overhead sign supports shall be designed to support a uniform load of 40 pounds per linear foot applied to the vertical truss to which the signs are attached, extending along the truss across the roadway below from points four feet outside each outer edge of pavement, unless otherwise specified. Appropriate damping or energy absorbing devices shall be installed in the event that an overhead structure is erected without installation of the permanent sign panels or if the area of permanent sign panels installed is not sufficient to prevent detrimental wind-induced vibration.

The larger of the following sign configurations shall be used in the design of overhead sign support structures:

- 1) The sign dimensions and configuration shown in the contract plans
- 2) Sign Height: 20 feet; Sign Width: Pavement Edge to Pavement Edge plus 16 feet
- 3) Sign Height: 20 feet; Sign Width: Post to Post Clear Spacing minus 44 feet

The sign widths in configurations 2) and 3) should be located symmetrically about the center of the truss.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-681-2

CODE: (IS)

DATE: 11/03/2005

SUBJECT: Submittal Data

Section 681, Roadway Lighting System, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete the first paragraph of Subsection 681.04.2 on page 568 and substitute the following:

907-681.04--Basic Materials and Methods. The Contractor shall submit to the Engineer eight (8) copies of submittal data for all electrical materials and equipment proposed for use not later than forty-five (45) days prior to beginning any lighting work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-1

CODE: (IS)

DATE: 05/20/2005

SUBJECT: Portland Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-701.02--Portland Cement. Delete the table in Subsection 701.02 on page 596, and substitute the following:

Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II* cement or Type I cement with 25% Class F fly ash or 50% GGBFS replacement
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with 25% Class F fly ash or 50% GGBFS replacement

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II cement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-1

CODE: (IS)

DATE: 06/07/2005

SUBJECT: Fly Ash In Concrete Pipe

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-708.02.1.2--Fly Ash. In the first sentence of Subsection 708.02.1.2 on page 639, change “20 percent” to “25 %”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-1

CODE: (IS)

DATE: 09/23/2004

SUBJECT: Agricultural Limestone

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704 and substitute the following.

Grade "A" liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 60 sieve.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Grade "A" liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Grade "A" liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

$$\text{ENV} = \text{Fineness Value} \times \text{Assay}(\%)$$

Where: Fineness Value = $((\% \text{ Passing } \#10 - \% \text{ Passing } \#60) \times \frac{1}{2}) + \% \text{ Passing } \#60$, expressed as a whole number

Assay = % calcium carbonate equivalent

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-1

CODE: (SP)

DATE: 11/22/2005

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-804.03.22.1--General. After the first paragraph of Subsection 804.03.22.1 on page 890, insert the following:

If the installation or plant producing the prestressed members is not currently PCI certified, the installation or plant shall be working toward PCI certification and meet the following PCI requirements:

1. The producer has another installation or plant that produces similar prestressed members. Management must be experienced in operating a prestressed plant, and is experienced with the PCI Manual for Quality Control (MNL-116).
2. A Quality System Manual (QSM) specific to the new plant will be written and submitted to PCI for approval within six months after beginning production. A copy of the QSM shall be provided to the Engineer at the same time of submission to PCI.
3. The new plant will have experienced, PCI certified personnel employed at the new plant, as required by MNL 116.
4. The new plant will pass an in-depth, two-day, first unannounced audit.

If the installation or plant is not PCI certified, then prior to beginning production, the Contractor shall submit for approval by the Engineer a schedule for meeting the above PCI requirements.

907-804.03.22.6—Handling, Storage and Installation. After the fourth paragraph of Subsection 804.03.22.6 on page 895, insert the following:

If maturity meters are used to determine strength requirements, concrete piling shall not be shipped to the jobsite until maturity calculations and/or concrete strength/maturity graphs indicate that piling from a casting bed meets the required design strength. A thermocouple or maturity meter probe shall be inserted into the last concrete placed on the piling casting bed. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T-325 specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Inter-Departmental Memorandum

TO: Mr. John Pickering
Roadway Design 83-01

DATE: October 31, 2005

FROM: Mr. Anthony M. McFarlin
Engineering Technician Certified 16-15

SUBJECT OR PROJECT NO: ER/NH-0003-01(098)
Utility Status Report

INFORMATION COPY TO:

COUNTY: Harrison

Project File 16-15
Utility Division (Mr. Jack Ivy) 84-01
Sixth District (Mr. Steve Twedt) 16-01
Project Engineer (Mr. David Seyfarth) 16-15
Central Records 96-20

UTILITY STATUS REPORT

The status of utility work on the above project is as follows:

Centerpoint Energy Entex

No Utility Agreement required.
No work has begun as of October 31, 2005.
There is an underground 2" gas line at Sta. 373+00.
Mr. Dennis Ladnier 228-896-9219 ext 247

BellSouth Telecommunications, Inc.

No Utility Agreement required.
No work has begun as of October 31, 2005.
There are aerial utilities on poles belonging to Mississippi Power from STA. 379+00 to 395+00.
Mr. Jerry LeFant 228-868-5039

Mississippi Power Company

No Utility Agreement required.
No work has begun as of October 31, 2005.
There are aerial utilities on poles from STA. 379+00 to 395+00.
Mr. Chad Pulliam 228-867-1004

Cable One, Inc.

No Utility Agreement required.
No work has begun as of October 31, 2005.
There are aerial utilities on poles belonging to Mississippi Power from STA. 379+00 to 395+00.
Mr. Wes Roberts 228-867-6980

GulfSouth Pipeline

No Utility Agreement required.

No work has begun as of October 31, 2005.

Have underground utilities crossing the north side of Highway 90 and Bayview Street.

Mr. Hollis Nelson 228-832-9351 ext 10

Harrison County Wastewater

No Utility Agreement required.

No work has begun as of October 31, 2005.

Have underground utilities crossing the north side of Highway 90 and Bayview Street.

228-868-8752

Henderson Point

No Utility Agreement required.

No work has begun as of October 31, 2005.

228-452-2031

City of Bay St. Louis

No utilities in the proposed construction.

This is to certify that all necessary arrangements have been made for all utility work involved to be undertaken and completed as required for proper coordination with the physical construction schedules.