

Mississippi Department of Transportation (MDOT)

**REQUEST FOR PROPOSALS
ADDENDUM No. 2**

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

December 22, 2005



**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**

Addendum No. 2 Summary

Item	Document	Partial Description
1	Proposal Checklist	Replace in entirety.
2	Request for Proposal	Replace in entirety.
3	Attachment A - Contract	Replace or insert the following pages: 7, 12 - 15, 17-22, 32-34, 39, 43, Section 903 Performance Bond Section 903 Payment Bond Section 905 Sheet 2-3.
4	Exhibit 2a – Roadway Design Criteria	Replace the following pages: 1,3,5,6,7,11
5	Exhibit 2b – Bridge Design Criteria	Replace the following pages: 1, 3, 5, 12
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 the following pages: 3, 4, 11-13, 17-22, 24, 30, 35-37, 44, 45, 54, 55, 58, 59
14	Exhibit 12 – Special Provisions	Replace or insert the following: NTP 5, NTP 7, NTP 204, NTP 640, NTP 696, NTP 700, NTP 710, NTP 720 SP GS-101-a, SP GS-115-a, SP GS-130-a SP 907-620-2, SP 907-621-1, SP 907-622-1 SP 907-711-3, SP 907-804-1, SP 908-01
15	Exhibit 13 – MDOT MITCM and SOPs	For copies of these documents, Proposers are directed to the www.gomdot.com website, select Business Section under Materials Testing Section.
16	Exhibit 14 – Federal Aid Project	No change, not included.



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	Supplemental Specifications	
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	Replace with updated utility status
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.
23	Additional Data	Add new Proposed Typical Section (12-14-05)



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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 Bond 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

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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 February 3, 2006;
- Milestone No.1 Completion: opening of two lanes, to two-way unrestricted and continuous traffic as soon as possible. The Commission, desires this complete by May 1, 2007;
- Milestone No. 2 Final Completion of all Work as documented by the Full Release of Maintenance for all Work on the project, as soon as possible. The Commission desires this complete by November 15, 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 February 3, 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 \$150,000 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 27, 2005.

RFP questions shall be directed in writing to:

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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:

RFPPQuestionsStLouisBayDL@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 30, 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 January 13, 2006 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 23, 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.

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.*

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IV. PROJECT SCOPE

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

It is the Commission's desire that the Project will be completed with two lanes open for traffic by May 1, 2007 (Milestone No. 1) and all Work defined by the Project Scope will be completed, as documented by the Full Release of Maintenance by November 15, 2007 (Milestone No. 2). 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 number of calendar days submitted by the Proposer shall be used as the basis for an award of a lump sum No Excuse Bonus, assessment of the Disincentives and Liquidated Damages included in the Contract.

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.

- ◆ 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.

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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.

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:

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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.
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

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installation, the total number of calendar days from the Notice to Proceed to complete Milestone No.1 and the total number of calendar days from the Notice to Proceed to complete Milestone No. 2. The proposed number of calendar days for Milestones 1 and 2 submitted with this Volume shall be the same number of calendar days submitted in Volume 2. 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. The lump sum No Excuse Bonus, disincentives 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, 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, the total number of calendar days from the Notice to Proceed to complete Milestone 1 and the total number of calendar days from the Notice to Proceed to complete Milestone 2 (same as Volume 1). 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")
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")

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

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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.

The successful Proposer will be required to furnish a Section 903 Performance Bond, a Section 903 Payment Bond (Attachment B), Certificates of Insurance, and W9 Form immediately upon Contract Award but in no event, greater than 10 days after Contract Award.

VI. ESCROW PROPOSAL DOCUMENTS

Proposer is required to escrow all Proposal documents in accordance with Special Provision 907-103.06 within two (2) 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 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

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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 - 15*
- ◆ *Qualitative Considerations – 20*
- ◆ *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?

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?

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- 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?
- Contractor specified number of calendar days to complete Milestone 1.
- Does the Proposal contain adequate assurances that the entire Project will be completed on time?
- Contractor specified number of calendar days to complete Milestone 2.
- Did the Proposer meet or beat the Commission's desired date for Milestone 1?
- Did the Proposer meet or beat the Commission's desired date for Milestone 2?
- 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 (maximum of 100 points) 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 Best Value Proposal shall be determined by the following formula:

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[THE FORMULA WILL BE ISSUED BY ADDENDUM 3 ON DECEMBER 30, 2005.]

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

In the event that one Proposer submits the Best Value Proposal 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 that submitted the Best Value Proposal with the lowest score and the other Project to the Proposer that submitted the Best Value Proposal with the next to the lowest 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.

Saint Louis Bay Bridge

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.

Saint Louis Bay Bridge

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
- Issue RFP Addendum 2 December 22, 2005
- Deadline for Proposers to submit written questions (4:00 PM) December 27, 2005
- Target Date for MDOT to mail last responses to written questions and to issue Addenda December 30, 2005
- Submittal of 10 Copies of Volume 1 – Technical Proposal (Noon) January 13, 2006
- 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 23, 2006
- Award January 24, 2006
- Notice to Proceed February 3, 2006
(Approximate Date)
- Milestone No. 1 - Complete two lanes / US 90 May 1, 2007
- Milestone No. 2 – Final Completion (Full Maintenance Release) November 15, 2007

RFP Attachment A – CONTRACT Section 902

Addendum 2

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 (2001 Edition)
- J. AASHTO – A Policy on Geometric Design of Highways and Streets (Green Book)
- K. MDOT Design Standard Drawings revised March 1, 2002
- L. MDOT Pipe Culvert Material Design Manual
- M. MDOT Standard Specifications for Road and Bridge Construction, 2004
- N. MDOT Materials Division Inspection, Testing, and Certification Manual (MITCM)
- O. MDOT Bridge Standard Drawings (1998 Edition)
- P. Attachments to the CONTRACT not listed above
- Q. CONTRACTOR's Statement of Qualifications
- R. 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 with a Shared Use Path (bicycle/pedestrian), 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

RFP Attachment A – CONTRACT Section 902

Addendum 2

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, local statutes and regulations and this CONTRACT. :

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

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. The COMMISSION representatives shall be given 72 hours advance notice 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. 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. Document control specifications consist of the following requirements:

All correspondence to MDOT from Contractor will be accompanied by a transmittal using a sequential document number. Each transmittal will be addressed to the MDOT Chief Engineer, Mr. Harry Lee James, P.E., Mississippi Department of Transportation, Attn: Document Control, Post Office Box 1850, Jackson, MS 39215-1850 and will list the Project name and Project number. This will be followed by a subject reference that will be used as the document name. All correspondence is to be signed by the Project Director. Any other form of correspondence will not be considered as binding. Emails to various team members will also be entered into document control, but will not be considered as official correspondence for purposes of direction unless backed up with a signed hard copy.

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.

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 shall have the right to review and inspect the Work at any time.

2. 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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Addendum 2

B. CONTRACT Price Adjustments.

1. Allowable adjustments.

Except as otherwise provided in Article IV, C, the CONTRACT Price may only be adjusted due to any of the following occurrences:

- (a) COMMISSION approved Scope changes, value engineering proposals, 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 as set forth in Article X. not discoverable from a reasonable investigation and analysis of the Site prior to the Proposal Date.
- (e) Discovery of archeological or paleontological sites, as noted in Article IX.E. that were not discoverable from a reasonable investigation and analysis of the Site prior to the Proposal Date.

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 that are deemed direct costs as defined in Article III.B.4. The allowable amount shall be 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

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Addendum 2

1. 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 revised General Provisions.

2. 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 revised General Provisions.

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IV. CONTRACT COMPLETION REQUIREMENTS

A. No Excuse Bonus and Disincentive Dates.

Milestone 1 - Interim Completion Date (Part B)

This Project will utilize A + B + C contract time methodology as a component in determining the lowest Best Value Proposal. The CONTRACTOR shall determine the number of calendar days between the date of the Notice to Proceed/Begin Contract Time and the CONTRACTOR's specified Milestone 1 completion date including the beginning and ending date. The product of the number of calendar days specified to complete the requirements of Milestone 1, as determined by the CONTRACTOR, shall be multiplied by a value of \$100,000 per day. The COMMISSION desires to have two-lane two-way unrestricted travel flow, Milestone 1, no later than May 1, 2007. 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 completion date shall be the number of calendar days specified by the CONTRACTOR.

The CONTRACTOR shall be awarded a lump sum value of \$5,000,000 as a No Excuse Bonus for the completion of Milestone 1 requirements on or before the specified number of calendar days for Milestone 1 as submitted in Volume 2. If Milestone 1 is not completed within the CONTRACTOR specified number of calendar days, the CONTRACTOR will be assessed a Disincentive amount of \$100,000 for each calendar day required to complete Milestone 1. **There shall be no maximum disincentive amount.** The Disincentive amount will continue to be assessed until Milestone 1 is completed.

Milestone 2 - Final Completion (Part C)

The CONTRACTOR shall determine the number of calendar days between the date of the Notice to Proceed/Begin Contract Time and the CONTRACTOR's specified Milestone 2 completion date including the beginning and ending date. The product of the number of calendar days specified to complete the requirements of Milestone 2, as determined by the CONTRACTOR, shall be multiplied by a value of \$50,000 per day. Milestone 2 shall be the date that all Work on the Project is completed as documented by the full release of maintenance per Section 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, including the demolition of the existing structures, 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

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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.

This process will repeat until the Project is released of maintenance. Milestone 2 completion date shall be the number of calendar days specified by the CONTRACTOR.

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 CONTRACTOR specified time. 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 CONTRACTOR specified time constraints.

If the CONTRACTOR fails to complete all items of Work by the CONTRACTOR specified Final Completion Date, Milestone 2, the COMMISSION will assess road user costs (\$50,000/day) and liquidated damages (\$7,950/day) in the amount of \$57,950 **per calendar day** until the date all items of Work are completed.

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.

C. No Excuse Bonus. The lump sum No Excuse Bonus will be paid only if the CONTRACTOR completes the requirements of Milestone 1 within the specified number of calendar days for Milestone 1 as submitted in Volume II and is subject to the conditions set forth below. For purposes of the determination of entitlement to the No Excuse Bonus, the Milestone 1 completion date specified by the CONTRACTOR will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (e.g., tornado, earthquake, hurricane or declared state of emergency) which occurs through no fault of the CONTRACTOR.

The parties to this Contract anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including but not limited to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes/revisions or defects, extra work, right-of-way issues, permitting

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issues, actions of suppliers, subcontractors or other CONTRACTORS, actions by third parties, shop drawing approval process delays, plan review and approval process delays, weather, special events, holidays, suspension of CONTRACTOR's operations, or other such events, forces or factors sometimes experienced in highway and bridge construction work. Such delays or events and their potential impact on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the Milestone 1 completion date established by the CONTRACTOR. Further, any and all costs or impacts whatsoever incurred by the CONTRACTOR in accelerating the CONTRACTOR's work to overcome or absorb such delays or event impacts in an effort to complete the Contract by the Milestone 1 completion date, regardless of whether the CONTRACTOR successfully does so or not, shall be the sole responsibility of the CONTRACTOR in every instance.

If a catastrophic event occurs through no fault of the CONTRACTOR (e.g., tornado, earthquake, hurricane or declared state of emergency) directly and substantially affecting the CONTRACTOR's operations on the Contract, the CONTRACTOR shall provide any and all documentation to support their justification to extend the Milestone 1 completion date to the COMMISSION within fourteen (14) calendar days of the event. The COMMISSION will have fourteen (14) calendar days to review the CONTRACTOR's request to extend the Milestone 1 completion date. If the CONTRACTOR and the COMMISSION are unable to reach an agreement, the COMMISSION shall unilaterally determine the number of calendar days to extend the Milestone 1 completion date reasonably necessary and due solely to the catastrophic event and the CONTRACTOR shall have no right whatsoever to contest such determination, save and except that the CONTRACTOR establishes that the number of calendar days determined by the COMMISSION was arbitrary or without any reasonable basis.

The CONTRACTOR shall have no rights under the Contract to make any claim arising out of this No Excuse Bonus provision except as is expressly set forth herein.

As conditions precedent to the CONTRACTOR's entitlement to any No Excuse Bonus the CONTRACTOR must:

- (1) Actually complete the requirements of Milestone 1 as stated in the Contract, as determined by the Engineer, and obtain written verification of completion and acceptance from the Engineer on or before the Milestone 1 completion date.
- (2) The CONTRACTOR shall notify the COMMISSION in writing within thirty (30) calendar days of receiving written verification of completion of Milestone 1 requirements by the Engineer, that the CONTRACTOR elects to be paid the No Excuse Bonus which the CONTRACTOR is eligible to be paid based on the actual Milestone 1 completion date, and such written notice shall constitute full and complete waiver, release and acknowledgement of satisfaction by the CONTRACTOR of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the COMMISSION, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the CONTRACTOR has or may have as to the work performed. Work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility

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conflicts, design changes/revisions or defects, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other CONTRACTORS, actions by third parties, shop drawing approval process delays, plan review and approval process delays, weather, special events, holidays, suspension of CONTRACTOR's operations, extended or unabsorbed home office or job site overhead, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to arising out of the Contract. This waiver, release and acknowledgement of satisfaction shall be all-inclusive and absolute, save any change orders, supplemental agreements that may be pending on the CONTRACTOR specified Milestone 1 completion date, which will be resolved within thirty (30) days and prior to the eligible payment to the CONTRACTOR of the No Excuse Bonus.

Should the CONTRACTOR fail to actually complete Milestone 1 requirements and obtain written verification of completion of Milestone 1 from the Engineer on or before the Milestone 1 completion date, or should the CONTRACTOR, having done so, fail to timely request the No Excuse Bonus for any reason, and including but not limited to the CONTRACTOR choosing not to fully waive, release and acknowledge satisfaction as set forth in item (2) above, the CONTRACTOR shall have no right to any payment whatsoever under this provision.

In the event the CONTRACTOR elects to exercise the No Excuse Bonus payment as described in this provision and this provision should conflict with any other provision in the Contract, then the Contract shall be interpreted in accordance with this provision.

As to any Contract work provided for herein, the CONTRACTOR will remain responsible for all such work and the continued maintenance thereof until such date as the COMMISSION final accepts all work under the Contract in accordance with the Contract documents and without regard to whether the COMMISSION has provided written verification of completion or not, and without regard to whether any No Excuse Bonus was earned or elected hereunder.

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

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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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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 the project shall be fit for its intended purpose and 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 design, 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 or does not meet the requirements of the performance criteria outlined in the CONTRACT.

The warranty period begins upon the effective date of the Full Release of Maintenance as documented in writing in accordance with Section 105.16.2 of the revised 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. Periodic Warranty Inspection. MDOT will conduct periodic inspection of the project at any time during the warranty period, including a final warranty inspection during the last month of the warranty period. MDOT will give the Contractor two weeks written notice of the time and date of each such inspection, which may be attended by representatives of the Contractor. 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 does not meet the requirements of the performance criteria outlined in the CONTRACT. The cost of such corrective services shall be the CONTRACTOR's responsibility.

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C. Remedial Work Procedure. Within 30 days of notification of the discovery of any defect and prior to starting any remedial work, the Contractor will submit to MDOT in writing the precise scope of and schedule for the proposed remedial work. 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 for MDOT's approval. The Contractor shall commence remedial work as specified in the Contract. The Contractor shall be responsible for obtaining all necessary permits. The Contractor shall provide traffic control complying with the standards set forth in the Contract. The Contractor shall maintain at least level of service D for two-way traffic at all times while conducting remedial work. CONTRACTOR shall submit traffic analysis and plan to MDOT and receive written approval of plan from MDOT prior to any lane closures.

The Contractor shall provide MDOT certification that the insurances required by the Contract are in effect at the time of the remedial work.

D. 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.

E. Pavement Warranty. The CONTRACTOR shall warrant the pavement in accordance with Supplement Specification No. 908-01.

F. Warranty Guarantee. 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 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.

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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 or warranties 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.

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.

RFP Attachment A – CONTRACT Section 902

Addendum 2

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.

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

RFP Attachment A – CONTRACT Section 902 Addendum 2

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.

RFP Attachment A – CONTRACT Section 902

Addendum 2

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Executive Director 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: _____
Larry L. "Butch" Brown
Executive Director

Date: _____

CONSTRUCTION CONTRACT PAYMENT BOND

SECTION 903

Contract Bond for: _____

Located in the County of: _____

State of Mississippi

County of _____

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____
_____, (*Entity Name*) hereinafter called Principal or Contractor, a _____
_____ (*Type of Entity*), having its principal place of business at

(*Office, Street Address, City, State, Zip Code, Phone #*), authorized to do business in the State of Mississippi under the laws thereof, and _____

_____, hereinafter called Surety, a corporation of the State of _____
_____, having its principal place of business at _____

(*Office Street Address, City, State, Zip Code, Phone #*), authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the MISSISSIPPI TRANSPORTATION COMMISSION, Obligee, hereinafter referred to as "Owner" and the STATE OF MISSISSIPPI for the use and benefit of the Owner and those claimants set forth herein below and described in Sections 31-5-51, 31-5-53, and 65-1-85, *Mississippi Code of 1972, Annotated*, as amended, in the amount of _____

_____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the _____ day of _____, _____ A.D., entered into a Contract with the Mississippi Transportation Commission for the construction of certain transportation facilities in the State of Mississippi as further described in said Contract in accordance with plans, specifications, and special provisions therefore, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi. All of the terms and provisions of the above mentioned Contract, specifications, contract documents, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as the "Contract". Notice to the Surety of alterations, extensions, or forbearance is hereby specifically waived. This obligation of Principal and Surety shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

II. LABOR AND MATERIAL PAYMENT BOND

The Surety shall be bound unto the Mississippi Transportation Commission and all claimants as contemplated by Sections 31-5-51, 31-5-53, and 65-1-85, in the full contract amount of _____ Dollars (\$ _____) to insure prompt payment of all providers of labor, material, equipment and supplies on the project.

The conditions of this Labor and Material Payment Bond are that if Principal shall promptly make payments to all persons supplying labor, material, equipment, or supplies used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

III. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

The Surety shall also be bound unto the Mississippi Transportation Commission and all claimants as contemplated by Sections 31-5-51, 31-5-53, and 65-1-85, for ten percent (10%) of the full contract amount of _____ Dollars (\$ _____) to insure prompt payment of all of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon incurred by the Contractor during or arising out of the Contract.

The conditions of this Bond for Payment of Taxes and other Assessments is such that if Principal shall promptly make payments of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to both of the abovementioned Bonds:

1. The Labor and Material Payment Bond are for an amount equal to the full amount of said Contract. The Bond for the payment of Taxes and Other Assessments is for an amount equal to ten percent (10%) of the full amount of the contract. These amounts are cumulative.
- 2.. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
3. The Principal and the Surety agree to keep and perform all the terms, covenants, guarantees, and agreements in the Contract; furnish all of the material and equipment specified in the Contract in strict accordance with the terms of the Contract; maintain the work contemplated by the Contract until its final completion and acceptance by the Owner; save harmless the Owner for any loss or damage occasioned by the negligence, wrongful or

criminal act, overcharge, or fraud of the Principal, its agents or employees, in connection with the Contract.

4. The Principal and the Surety shall be liable and responsible in a civil action instituted by the State or the Owner for double the amount in money or property the State or Owner may lose or be overcharged or defrauded of by reason of the wrongful or criminal act of the Principal or its employees or agents.
5. The Principal and Surety shall be liable for any liquidated damages which may arise prior to any termination of Principal's Contract due to Principal's default and for any liquidated damages which may arise after termination of Principal's Contract due to Principal's default.
6. The Principal and Surety shall be liable for all costs, expenses, and attorney's fees that may be incurred in the enforcement of the performance of the Contract or the enforcement of the obligations of this bond.
7. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

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

SURETY (typed)

PRINCIPAL (typed)

By: _____
(Signature)

By: _____
(Signature)

(Name and Title) (typed)

(Name and Title) (typed)

(Address)

(Address)

(City/State/Zip/Phone)

(City/State/Zip/Phone)

COUNTERSIGNED:

Mississippi Resident Agent (typed)

(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

(SURETY SEAL)

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RFP Attachment "B" Addendum 2

CONSTRUCTION CONTRACT PERFORMANCE BOND

SECTION 903

Contract Bond for: _____

Located in the County of: _____

State of Mississippi

County of _____

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____, (Entity Name) hereinafter called Principal or Contractor, a _____ (Type of Entity), having its principal place of business at _____

(Office, Street Address, City, State, Zip Code, Phone #), authorized to do business in the State of Mississippi under the laws thereof, and _____, hereinafter called Surety, a corporation of the State of _____, having its principal place of business at _____

(Office Street Address, City, State, Zip Code, Phone #), authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the MISSISSIPPI TRANSPORTATION COMMISSION, Obligee, hereinafter referred to as "Owner" and the STATE OF MISSISSIPPI for the use and benefit of the Owner in the amount of _____

Dollars(\$_____), lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the _____ day of _____, _____A.D., entered into a Contract with the Mississippi Transportation Commission for the construction of certain transportation facilities in the State of Mississippi as further described in said Contract in accordance with plans, specifications, and special provisions therefore, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi. All of the terms and provisions of the above mentioned Contract, specifications, contract documents, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as the "Contract". Notice to the Surety of alterations, extensions, or forbearance is hereby specifically waived. This obligation of Principal and Surety shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

II. PERFORMANCE BOND

The Surety is hereby bound to pay unto the Mississippi Transportation Commission the full Contract amount of _____ Dollars \$_____, in order to secure the full and faithful performance and timely completion of the Contract according to its plans and specifications, including but not limited to any overpayment to the Contractor, any liquidated damages assessed, and any damage to third parties caused by contractor's negligence.

The conditions of this Performance Bond are that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its Terms and conditions.

Should there be a succession of defaults; the Surety is responsible for completion of the Contract. The Surety shall provide all funds required to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the abovementioned Bonds:

1. This Performance Bond is for an amount equal to the full amount of said Contract.
2. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
3. The Principal and the Surety agree to keep and perform all the terms, covenants, guarantees, and agreements in the Contract; furnish all of the material and equipment specified in the Contract in strict accordance with the terms of the Contract; maintain the work contemplated by the Contract until its final completion and acceptance by the Owner; save harmless the Owner for any loss or damage occasioned by the negligence, wrongful or criminal act, overcharge, or fraud of the Principal, its agents or employees, in connection with the Contract.

4. The Principal and the Surety shall be liable and responsible in a civil action instituted by the State or the Owner for double the amount in money or property the State or Owner may lose or be overcharged or defrauded of by reason of the wrongful or criminal act of the Principal or its employees or agents.
5. The Principal and Surety shall be liable for any liquidated damages which may arise prior to any termination of Principal's Contract due to Principal's default and for any liquidated damages which may arise after termination of Principal's Contract due to Principal's default.
6. The Principal and Surety shall be liable for all cost, expense, and attorney's fees that may be incurred in the enforcement of the performance of the Contract or the enforcement of the obligations of this bond.
7. This Bond is governed by and shall be construed in accordance with Mississippi law. Any inconsistency between the provisions of this Bond and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

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

SURETY (typed)

PRINCIPAL (typed)

By: _____
(Signature)

By: _____
(Signature)

(Name and Title) (typed)

(Name and Title) (typed)

(Address)

(Address)

(City/State/Zip/Phone)

(City/State/Zip/Phone)

COUNTERSIGNED:

Mississippi Resident Agent (typed)

(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

(SURETY SEAL)

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CONTRACT TIME AND COMPARISON OF BIDS

1. BEGINNING OF CONTRACT TIME February 3, 2006
2. MILESTONE #1 (Total number of calendar days) _____
MILESTONE # 1 COMPLETION DATE (Line 1 + Line 2) _____
B = (Line 2 x \$100,000) _____
3. MILESTONE #2 (Total number of calendar days) _____
MILESTONE # 2 COMPLETION DATE (Line 1 + Line 3) _____
C = (Line 3 x \$50,000) _____

IN THE EVENT OF A DISCREPANCY BETWEEN A **MILESTONE COMPLETION DATE** AND **MILESTONE CALENDAR DAYS**, THE MILESTONE CALENDAR DAYS USED TO DETERMINE THE COMPLETION DATE WILL CONTROL AND WILL BE USED BY THE DEPARTMENT TO ESTABLISH THE OFFICIAL COMPLETION DATE.

PROPOSER ACKNOWLEDGES THAT THIS SHEET HAS BEEN CHECKED FOR ACCURACY AND CERTIFIES THAT THE FIGURES SHOWN CONSTITUTE THE OFFICIAL AMOUNT FOR COMPARISON OF BIDS.

PROPOSER'S SIGNATURE

Exhibit 2a
St. Louis Bay Bridge

ROADWAY DESIGN CRITERIA

ADDENDUM 2

December 22, 2005

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 with a shared use path (bicycle/pedestrian), 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. The existing frontage road located south of the existing US 90 alignment approximately Station 380+00 to Bayview Street, shall be removed, regarded and grassed by Contractor.

The Shared Use Path for bicyclists and pedestrians shall be provided along the south side of the roadway and bridge from station 266+75 to station 393+25.

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,"; Americans with Disabilities Act Guidelines for Buildings and Facilities; AASHTO Guide for the Development of Bicycle Facilities (1999); 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.

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
 - ii. Shared Use Path: 8-ft. width
- b. Shoulder Widths
 - i. US 90
 - 8-ft. standard width on left
 - 10-ft standard width on right
 - ii. Shared Use Path
 - 2-ft. standard width on left and 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).
 - iii. Maximum cross slope on shared use path shall be 2%.
- 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.
 - iii. The maximum shoulder slope on the shared use path shall be 6:1.
- e. Shared Use Path

The Shared Use Path on the bridge and on adjacent roadway sections utilizing retaining walls:

The total width of the path shall be 12 feet (8 foot wide path, plus 2 foot shoulders) between the back of a 32 inch high concrete traffic barrier and a 54

Exhibit 2a

St. Louis Bay Bridge

inch high bicycle/pedestrian rail on the outside of the bridge and retaining wall.

The Shared Use Path on roadway sections with no retaining walls:

The Shared Use Path shall be 8 feet wide. The path shall be separated from the highway shoulder with a curb and gutter and a 2 foot wide paved shoulder on the path. A 2 foot wide clear grassed shoulder shall be provided on the outside of the path.

The Shared Use Path shall meet the requirements of the Americans with Disabilities Act and the AASHTO Guide for the Development of Bicycle Facilities.

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. 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.

Exhibit 2a

St. Louis Bay Bridge

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)	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.

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.

The Shared Use Path shall be a minimum of eight (8) inches of concrete.

Exhibit 2a

St. Louis Bay Bridge

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.

Single face barrier (New Jersey shaped) shall be used to separate eastbound traffic and the Shared Use Path. Single face barrier shall conform to MDOT Standard Specifications for Road and Bridge Construction, MDOT Standard Plans and shall be cast in place.

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.

Exhibit 2b
St. Louis Bay Bridge

Structure Design Criteria

ADDENDUM 2

December 22, 2005

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.
- g. AASHTO Guide for the Development of Bicycle Facilities, 1999 Edition.

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 nine (9). 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.

2.7 Bridge Barriers

For the Bay Bridge, the North outside bridge railing shall be a 42" (minimum) 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 barrier that meets NCHRP Report 350 TL-4 criteria. The South side barrier adjacent to traffic shall be a single face 32" tall, New Jersey Shape concrete barrier that meets NCHRP Report 350 TL-4 criteria. The South outside bridge railing shall be a 54" tall, open-style railing designed for a combination of both pedestrian and bicycle traffic in accordance with AASHTO Standard Specifications for Highway Bridges, 2002. Materials for the South outside bridge railing may be concrete, aluminum alloy, or a combination thereof.

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 finger joints in the shared use path shall be made bicycle safe. 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.

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 as described in **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.

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 Facilities and Record Management 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).

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. The proposal guaranty amount should not include the dollar amount determined for the Contract time (Parts B and C).

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.

102.08.1--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 payment bond and performance bond amount should not include the dollar amount determined for the Contract time (Parts B and C).

The successful Proposer shall, immediately upon award or up to 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. Prior to the maintenance release, the CONTRACTOR should be prepared to provide 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.

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.

Proposal Guaranty Bonds will not be returned.

Certified checks or cashier's checks submitted as proposal guaranties will not be returned until a Contract has been executed with the Mississippi Transportation Commission.

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 10 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 10 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

- (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 Contract Documents; and all questions as to the fulfillment of the Contract.

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.

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 other work on or near work covered by the CONTRACT. 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 or other representative shall relieve CONTRACTOR of its responsibilities under this Contract.

105.12--Blank.

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 and conditionally relieve the CONTRACTOR of certain contractual responsibilities with respect to a portion of the Work as set forth below.

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. (Refer to **RFP Attachment A - Contract Section 902 XVIII. Dispute Resolution.**)

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

- (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 stripping 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 preserve 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.

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 COMMISSION will be responsible for reimbursement to the CSX Transportation Railroad directly for any and all costs for flagging, inspection and engineering services which are required to accomplish the Work required by the Contract. The CONTRACTOR will indicate in the Volume 2 submittal, the actual amount of the flagging, inspection and engineering costs included in the lump sum cost proposal based on \$600.00 per eight hour CONTRACTOR work shift. If the total amount invoiced by the railroad exceeds the

amount specified by the CONTRACTOR in Volume 2, the amount exceeding the amount specified in Volume 2 will be deducted by the COMMISSION from monies due the CONTRACTOR. If the amount specified in Volume 2 exceeds the total amount invoiced by the railroad, the remaining unused amount shall be deducted from monies due the CONTRACTOR.

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

- 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 Five Million Dollars (\$5,000,000) 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 \$5,000,000 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--Railroad Agreements. In the event a railroad requires the CONTRACTOR to enter into an agreement directly with the Railroad regarding any construction in, over, below or around any railroad right-of-way, the CONTRACTOR shall fulfill all terms of that agreement. In the event of any conflict between the CONTRACT and any such agreement between the railroad and the CONTRACTOR, the CONTRACTOR shall notify the COMMISSION and shall comply with the terms and conditions of the railroad agreement unless directed otherwise in writing by the COMMISSION.

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:

When the contract requires the CONTRACTOR to dispose 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 Executive Director. Consent by the Executive Director 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 Executive Director 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.

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 Except as otherwise provided in Article IV., C., of the Contract, 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.

Before the Contract is terminated, the CONTRACTOR and Surety will be notified in writing by the Executive Director of the conditions which make termination of the Contract imminent. 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 receipt of notice from the Executive Director that the Contract has been terminated, the CONTRACTOR shall immediately discontinue all operations.

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 the Surety does not proceed 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.

108.10--Termination of Contractor's Responsibility. The construction phase of this Contract will be considered complete when all Work has been satisfactorily completed, the final inspection made, the Work accepted by the Executive Director and the final estimate paid. When the Executive Director writes the formal letter of acceptance, the Contractor will be released from further obligation except as set forth under the warranty provisions of the Contract or as provided by law.

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. Now 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

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 Four Lane Operation will be as follows:

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

Commission has obtained Right of Entry to the parcels between station 380+00, 225 ft RT and station 387+00, 115 ft RT. These areas are no longer restricted, the Contractor has full access.

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".
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. 640

CODE: (IS)

DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Proposers are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 696

CODE: (SP)

DATE: 11/30/2005

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

PROJECT: ER/BR-0003-01(099) / 104556 -- Jackson 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. In this case, all work performed by a certified DBE firm is considered to be a “race neutral” measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor’s work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

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

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

The apparent lowest responsive 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 and other Unified Certification Partners.

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

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

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

PARTICIPATION / DBE CREDIT

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

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

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

AWARD

Award of this Contract to the 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

The Contract goal established by MDOT in this proposal must be met to fulfill the terms of the Contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's Contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the Contract as long as it

meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to 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 2 submittal package, including but not limited to, a Proposal Guarantee, Section 902, Section 905, OCR-481, and OCR-485.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO PROPOSERS NO. 710

CODE: (SP)

DATE: 12/15/2005

SUBJECT: Concrete Maturity Meters

The use of concrete maturity meters shall be allowed on this project for structural concrete placement. Maturity meters are **required** to be used with curing of concrete piles, in accordance with 907-804.03.22.6.

Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T-325. Validation of the maturity curves shall be made at least once for every 500 cubic yards produced of each concrete mix used. Validation of the maturity curve shall be considered acceptable when the results of compressive strength tests are within 10% of the predicted value determined by the maturity curve. If the 10% requirement is not met, a new maturity curve shall be developed.

Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment. Training and maintaining a list of approved maturity technicians shall be the responsibility of the Mississippi Concrete Industries Association. Copies of all data produced by the Contractor's use of maturity meters shall be submitted to the Engineer for review and approval.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO PROPOSERS NO. 720

CODE: (SP)

DATE: 12/22/2005

SUBJECT: Railroad

All mention of railroads do not effect this project.

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) as designated by Mississippi Department of Environmental Quality (MDEQ) with the possible exception of concrete bridge rubble. The Contractor shall dispose of all dredged materials and concrete debris from the bridge(s) to an approved site(s) in accordance with State and Federal Law. For disposal of concrete debris, 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:

MDEQ Contacts:

Robert Seyfarth, (601) 961-5160

Billy Warden, (601) 961-5047

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-115-a

CODE: (SP)

DATE: 11/07/2005

**SUBJECT: Design for Utility Conflict Avoidance and Wastewater Discharge
Responsibility**

Contractor will design to avoid utility conflicts as much as practicable and will be responsible for all wastewater discharges and for water loss that occurs in association with construction within the right-of-way during the term of the contract. Utilities damaged during construction will be brought to MDOT attention and repaired satisfactorily. Contractor will relocate utilities that conflict with construction.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. GS-130-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. 907-202-3

CODE: (SP)

DATE: 12/16/05

SUBJECT: Removal of Structures and Obstructions

Subsection 202, Removal of Structures and Obstructions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-202.03.3 -- Removal of Bridges, Culverts, and Other Structures

Add the following to Paragraph 2:

The contractor shall provide equipment using sonar technology to verify that all debris from existing structures, as described in GS-105-a, has been removed from the water. The verification shall be based on sonar sweeps of the debris removal areas with locations of any remaining debris identified by GPS coordinates. The sonar sweeps shall continue until debris removal is completed. The sonar equipment must be capable of identifying an object 3 feet X 3 feet X 3 feet at a depth of 100 feet. The GPS equipment will be capable to defining the location latitude and longitude within 3 feet and include capability of storing multiple locations to be used for directing debris removal operations.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-620-2

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:

907-620-2.1-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.

907-620-2.2-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.

907-620-2.3-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. 907-621-1

CODE: (SP)

DATE: 12/16/05

SUBJECT: Field Laboratory

Section 621, Field Laboratory, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-621 -- Field Laboratory

Delete Section 621 and substitute the following

907-621.01 - Description. This work consists of providing, for the exclusive use of the Engineer, one or more approved field laboratories. These laboratories will include building and equipment as required. Portable trailers may be used for the laboratory housing. It shall also include the furnishing of utilities as herein provided and the removal of the facilities after the work has been completed. Unless otherwise specified, the building or trailer and testing equipment will remain the property of the Contractor.

907-621.02 - Equipment and Materials. The laboratory shall be supplied with the equipment and materials necessary to conduct the test as per the test methods listed in table 1.

TABLE 1

AASHTO T 2	Sampling Aggregates
AASHTO T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO T 23	Making and Curing Concrete Test Specimens in the Field
AASHTO T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T 119	Slump of Hydraulic Cement Concrete
AASHTO T 141	Sampling Freshly Mixed Concrete
AASHTO T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method
AASHTO T 231	Capping Cylindrical Concrete Specimens
AASHTO T 248	Reducing Field Samples of Aggregate to Testing Size
ASTM C 1064	Temperature of Freshly Mixed Portland cement Concrete
AASHTO T 89	Determining the Liquid Limit of Soils
AASHTO T 90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T 310	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

907- 621.03 – Construction Requirements. The field laboratory shall contain at least 300 square feet and shall satisfy the minimum requirements to house the equipment to conduct the tests listed above and adequate working space for three technicians. The laboratory shall be floored, roofed, and weather-tight and shall contain the following:

- a) At least three windows, each having at least six and one-half square feet of opening.
- b) Two doors with locks and two keys each.
- c) Suitable workbenches with adequate drawers.
- d) Sink with running water supply.
- e) Adequate ventilation and lighting, and facilities for providing reasonable temperature control.
- f) Adequate supply of gas and electric current as required for testing.
- g) Adequate facilities to store and cure the number of concrete test cylinders anticipated for acceptance during the maximum production cycle of the contractor.
- h) Adequate toilet facilities

The unit(s) shall be located as directed by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-622-1

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—Add the following:

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. Add the following:

Digital Camera

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.

Add the following to Subsection 622.03.1

907-622.03.1.3 – Storage Facilities for Nuclear Density Testing Equipment. A suitable storage facility shall be provided for the storage of project nuclear testing devices. The type, size, and construction of the storage facility plus security measures for the safe and secure storage of the device(s) within the facility shall meet the applicable requirements of MDOT as well as comply with Nuclear Regulatory Commission requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-622-1

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—Add the following:

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. Add the following:

Digital Camera

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.

Add the following to Subsection 622.03.1

907-622.03.1.3 – Storage Facilities for Nuclear Density Testing Equipment. A suitable storage facility shall be provided for the storage of project nuclear testing devices. The type, size, and construction of the storage facility plus security measures for the safe and secure storage of the device(s) within the facility shall meet the applicable requirements of MDOT as well as comply with Nuclear Regulatory Commission requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-3

CODE: (SP)

DATE: 09/26/2005

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

<u>Property</u>	<u>Results</u>
Length, minimum	1.5 inches
Aspect Ratio (length / equivalent diameter)	90
Breaking tenacity, minimum *	530 mN/tex
(Tensile Strength, minimum	70 ksi)
Chord modulus, minimum *	980 cN/tex
(Modulus of Elasticity, minimum	1,300 ksi)

* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd³). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd³).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

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:

907-804.03.6.1--General. After the last paragraph of Subsection 804.03.6.1 on page 863, insert the following:

Concrete placed for structures having a minimum dimension of more than 36 inches, or concrete that uses Type III cement, or has more than 658 lbs. of cementitious materials in the concrete mix, shall be considered mass concrete and shall meet the following additional placement requirements:

1. The temperature gradient between the center portion of the concrete structure and any concrete surface shall not be more than 35°F as measured by an approved internal temperature device.
2. Concrete forms and insulation material shall remain in place until the peak gradient temperature is reached and the concrete begins to cool.
3. The maximum internal concrete temperature shall not exceed 160°F.
4. Concrete temperatures shall be measured at no less than one hour intervals.

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.

907-804.03.15 – Removal of Falsework, Forms, and Housing. After the table in Subsection 804.03.15 on page 872, insert the following:

In lieu of using concrete strength cylinders or minimum curing time to determine when falsework, forms, and housing can be removed, an approved maturity meter may be used to determine concrete strengths. A maturity meter probe shall be inserted into the last concrete placed in the pour. Falsework, forms, and housing may be removed when maturity meter readings indicate that the minimum required concrete strength is obtained.

907-804.03.16.1 – Cold Weather Concreting. After the third paragraph of Subsection 804.03.16.1 on page 873, insert the following:

An approved maturity meter may be used to determine concrete maturity in lieu of using heating equipment and enclosures, but an approved insulating blanketing material shall be provided to protect the work during freezing conditions. The minimum number of maturity meter probes required for each structural component shall meet the requirements of AASHTO T-325.

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:

Maturity meters shall be used to determine strength requirements of concrete piling. 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

SUPPLEMENTAL SPECIFICATION NO. 908-01

CODE: (SS)

DATE: 12/14/2005

SUBJECT: Bituminous Pavement Warranty Performance Criteria

Bituminous Pavement

The *Distress Identification Manual for the Long-Term Pavement Performance Program* (U.S. Department of Transportation Federal Highway Administration Publication No. FHWA-RD-03-031) will be used as the basis for identifying the type, quantity and severity level for each applicable pavement distress. After each distress has been identified and quantified, MDOT will utilize DEDUCT CURVE VIEWER v2.0 software application to determine the amount of deduct points produced by each quantified pavement distress. Both publication FHWA-RD-03-031 and the DEDUCT CURVE VIEWER v2.0 software application are available for distribution upon request by contacting the Department's Research Division (telephone number 601-359-7650).

MDOT will conduct pavement distress surveys on the mainline and/or ramps by dividing the roadway surfaces into 500-foot long sections. Each travel lane shall be measured separately. For the purposes of quantifying distresses in segments measuring less than 500 feet in length, distress present in any section measuring less than 500 feet will be increased by a factor of 500/(section length in feet) for input into the DEDUCT CURVE VIEWER v2.0 software application.

MDOT shall perform distress surveys whenever deemed necessary during the two year warranty period. If any of the threshold levels are met or exceeded, the Contractor will remedy the distress.

Remedial action will be taken in all segments of the project where the threshold is met or exceeded. Remedial action will be taken within 45 days of the survey that indicated the threshold is met or exceeded provided that conditions and weather are acceptable as determined by the Department. Remedial action will be applied to the entire segment(s) in which the threshold is met or exceeded unless otherwise noted under remedial action. If anytime during the warranty period, 30 percent or more of the total project segments require or have received any remedial action, then the entire project will receive a remedial action as determined by the Department.

The Contractor will perform the remedial work. If, in the opinion of the Department, the problem requires immediate attention for the safety of the traveling public, and the Contractor cannot commence the remedial work within 24 hours after notification, the Department will have the remedial work performed by other forces and bill the Contractor accordingly. Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the Contractor.

If remedial work or elective/preventive action work performed by the Contractor necessitates a corrective action within the project limits to the pavement or pavement markings, then such corrective action will be the responsibility of the Contractor. The Contractor will also be responsible for any and all damage to any highway feature resulting from such action.

The Contractor will not be held responsible for distresses which are caused by factors beyond the control of the Contractor. Repairs of distresses caused by such factors will be the responsibility of MDOT.

Specific Pavement Distress - The Contractor will be responsible for the following remedial action if the threshold levels for any of the distress types are met or exceeded:

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Alligator Cracking	4.0	Remove and replace distressed layer(s). The removal area shall be equal to 150% (to include the full lane width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	6.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Block Cracking	1.2	Remove and replace distressed layer(s). The removal area shall be equal to 110% (to include the full lane/ramp width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	2.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Reflection Cracking	3.6	Seal cracks according to the current Department SOP.
Edge Cracking	1.2	Remove and replace distressed surface. The removal area shall be equal to 110% of the distressed surface area.
Longitudinal Cracking	1.6	Seal cracks according to the current Department SOP.
	2.4	Remove and replace surface layer full depth in the segment.
Transverse Cracking	1.2	Seal cracks according to the current Department SOP.
	2.0	Remove and replace distressed layer(s) to a depth not to exceed the materials placed on this contract for the segment.

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Potholes	2.0	Remove and replace distressed surface. The removal area shall be equal to 150% of the distressed surface area.
	4.8	Remove and replace surface layer or patch potholes as outlined above and place a 1.25 inch overlay with a 9.5 mm mixture which meets current MDOT Specifications for the segment.
Rutting	2.0	Diamond Grind surface of the segment and fog seal with 0.1 gal/sy of asphalt emulsion diluted 50/50 with water.
	2.8	Remove and replace surface layer for the segment.
Raveling / Segregation	0.1	Remove and replace distressed surface. The removal area shall be equal to 150% (to include the full lane/ramp width) of the distressed surface area.
	0.3	Remove and replace surface layer for the full pavement width and place a 1.25 inch overlay with a 9.5-mm mixture which meets current MDOT Specifications for the segment.
Surface Bleeding	0.2	Remove and replace distressed surface mixture full depth for the segment.
Friction Number**	Average Min. 35 No Value Below 25	Remove and replace surface mixture full depth for the segment.

*

** The friction number of the pavement surface will be measured by MDOT using MDOT SOP RDD-02-01-00-000, "Pavement Friction Testing Procedures". Initially, friction numbers will be measured within 30 to 60 days after the date of final inspection. Re-measurements will be taken 30 to 60 days after the completion of any maintenance work which provides a new surface for any segment.

Exhibit 18
List of Known Utilities

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**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**

UTILITY STATUS REPORT **December 15, 2005**

This information supersedes and replaces any prior dated utility reports.

The status of utility work on the above project is as follows:

Centerpoint Energy Entex

There is an underground 2" gas line at Sta. 373+00.

Centerpoint Energy Entex is in the process of adjusting the conflict. Work is scheduled to begin approximately the second week of January.

Mr. Dennis Ladnier 228-896-9219 ext 247

BellSouth Telecommunications, Inc.

There are aerial utilities on poles belonging to Mississippi Power from STA. 379+00 to 395+00.

At the present time all services are abandoned. BellSouth is the process of adjusting their facilities to avoid any conflicts.

Mr. Jerry LeFant 228-868-5039

Mississippi Power Company

There are aerial utilities on poles from STA. 379+00 to 395+00.

Mississippi Power is scheduled to begin adjusting their facilities right after the new year.

Mr. Chad Pulliam 228-867-1004

Cable One, Inc.

There are aerial utilities on poles belonging to Mississippi Power from STA. 379+00 to 395+00.

Cable One is in the process of adjusting their facilities. Schedule to begin work just after the new year.

Mr. Wes Roberts 228-867-6980

GulfSouth Pipeline

Have underground utilities crossing the north side of Highway 90 and Bayview Street.

Unless an bent comes in conflict, GulfSouth Pipeline shouldn't have any conflicts.

Mr. Hollis Nelson 228-832-9351 ext 10

Harrison County Wastewater

Have underground utilities crossing the north side of Highway 90 and Bayview Street.
Unless an bent comes in conflict, Harrison County Wastewater shouldn't have any
conflicts

228-868-8752

Henderson Point

No known utilities in the proposed construction.

228-452-2031

City of Bay St. Louis

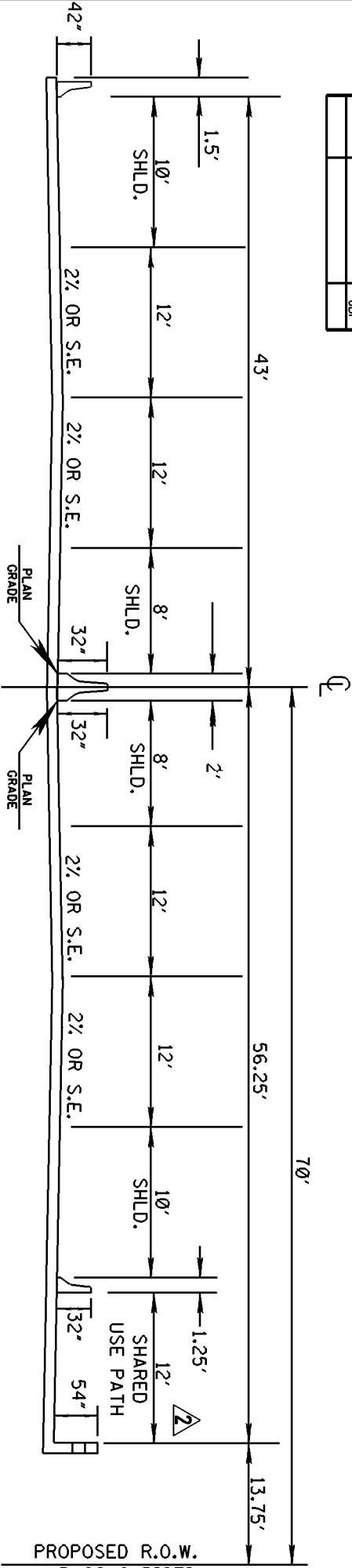
No known utilities in the proposed construction.

Issued for Information
12/22/05

PROPOSED TYPICALS ST. LOUIS BAY BRIDGE

Revised Date: 12-14-05

REVISIONS		
DATE	DESCRIPTION	BY
11-02-05	B.O.P. / E.O.P., BARRIER HEIGHT	JBP
12-14-05	ADDED SHARED USE PATH	JBP



PROPOSED R.O.W.
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