



PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(EXEMPT)

14
Bridge Repair on Interstate 55 at Wildwood Road, known as Maintenance
No. MP-3055-82(001) / 302568, in the County of Yazoo, State of
Mississippi.

Project Completion: June 11, 2004

NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL
FROM MDOT CONTRACT ADMINISTRATION DIVISION
TO BID ON THIS PROJECT.

Electronic addendum updates will be posted on www.goMDOT.com

SECTION 900
OF THE CURRENT
(1990) STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
- _____ Form OCR-485 has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Special Provision No. 907-102-1).
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ Subcontract Certificate, when included in contract, has been completed and signed.
- _____ The Certification (regarding Non-Collusion, Debarment and Suspension, etc.) has been executed in duplicate.
- _____ A Certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.
- _____ Non-resident Bidders: A copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. (STATE FUNDED PROJECTS ONLY) (See Subsection 103.01 Mississippi Standard Specifications for Road and Bridge Construction and Section 31-7-47, MCA, 1972).

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents (Exception - An addendum requires substitution of second sheet of Section 905). A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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907-721-7:	Reflective Sheeting
906-3:	On-The-Job Training Program
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SECTION 905 - PROPOSAL - PROPOSAL SHEET NOS. 2-1 through 2-3,

COMBINATION BID PROPOSAL,

STATE BOARD OF CONTRACTORS REQUIREMENTS

NON-COLLUSION CERTIFICATE

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

HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET
OF SECTION 905 AS ADDENDA)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, February 24, 2004; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, February 24, 2004, and shortly thereafter publicly opened for

Bridge Repair on Interstate 55 at Wildwood Road, known as Maintenance Project No. MP-3055-82(001) / 302568, in the County of Yazoo, State of Mississippi.

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

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

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

Bid proposals must be acquired from the MDOT Contract Administration Division, Room 1013, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7744 or FAX (601) 359-7940. These proposals are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7460 or e-mail at plans@mdot.state.ms.us or FAX (601) 359-7461.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

LARRY L. "BUTCH" BROWN
EXECUTIVE DIRECTOR

(SPWP)

MISSISSIPPI STATE HIGHWAY DEPARTMENT

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 7/26/90

SUBJECT: Governing Specifications

The current (1990) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi State Highway Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1976 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 1990 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 882

CODE: (IS)

DATE: 7/1/92

SUBJECT: AGENCY, COMMISSION AND OFFICER NAME CHANGES

Whenever the term "Mississippi State Highway Department", the word "Department", or variations thereof meaning the Mississippi State Highway Department appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Mississippi Department of Transportation."

Whenever the term "Mississippi State Highway Commission", the word "Commission", or variations thereof meaning the Mississippi State Highway Commission appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Mississippi Transportation Commission."

Whenever the term "Director", or variations thereof meaning the Chief Administrative Officer of the State Highway Department appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Executive Director of the Mississippi Department of Transportation."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1428

CODE: (IS)

DATE: 6/18/93

SUBJECT: ERRATA AND MODIFICATIONS TO 1990 STANDARD SPECIFICATIONS BOOK

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101-2	101.01	Change the abbreviation for Military Specifications from "MS" to "MIL".
101-2	101.01	After OD (Outside Diameter) add "OSHA" as the abbreviation for "Occupational Safety and Health Administration".
101-4	101.02	After the word "specifications," in the second line of the second paragraph under the definition for Contract add "supplemental specifications, ".
101-5	101.02	In the definition for County delete the word "specified".
105-2	105.03	In the fourth line of the last paragraph change "relieve" to "relieve".
105-10	105.16	In the second line of this page change "grass" to "plant establishment".
107-21	107.25	In the third line of the fourth paragraph change "until" to "unit".
108-9	108.06.2	In the last two lines of the sixth full paragraph delete "or when the number is greater than 1.0, the assessment is assigned as 1.0".
218-1	218.03.2	In the second line of third paragraph change "uniformly" to "uniformly".
405-8	405.03.3.2.2	In the first line change "crack" to "cracks".
405-8	405.03.3.2.2	In the first line change "then" to "than".
405-9	405.03.3.3.1	In the last line of the second paragraph add "shall" after the word "aggregate".
405-9	405.03.3.3.1	In the third line of the third paragraph change "Contract" to "Contractor".
405-10	405.03.4	In the last line of the first paragraph change "enterlayer" to "innerlayer".

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
405-10	405.04	In the second line of the first paragraph change "ploymmer" to "polymer".
405-10	405.04	In the last line of the third paragraph change reference "109.08" to "907-109.08".
408-1	408.04	In the first line change "Measurment" to "Measurement".
603-9	603.03.9.3	In the third line of the last paragraph of this subsection change "directd" to "directed".
603-10	603.05	In the description for pay item 603-C-F change "Sections" to "Section".
603-12	603.05	In the description for pay item 603-P-A delete the second "Box Culvert".
604-1	604.02	Change subsection reference for gray iron castings from "716.03" to "716.04".
615-1	615.03.2	In the eighth line change "placement" to "replacing,".
618-2	618.03.1	In the sixth line of the fourth paragraph change "walkaways" to "walkways".
618-2	618.03.1	In the seventh line of the fourth paragraph change the second "a" to "at".
626-3	626.05	Remove 4" from in front of Thermoplastic in description of pay item 626-G.
628-2	628.05	Add "linear foot" as a unit of measurement for payment under pay item 628-E.
630-6	630.03.8.1	In the last line of the first paragraph change the references from "810.03.6 and 810.03.7" to "810.03.5 and 810.03.6", respectively.
630-6	630.03.8.1	In the last line of the second paragraph change "shown" to "specified".
630-7	630.03.8.2	In the second line of the first paragraph change reference "810.03.2" to "810.02.2".
699-2	699.04	In the fourth line of the first paragraph change "included" to "include".
702-7	702.12	In the title for TABLE III change "EA-I" to "EA-1".
711-1	711.02.1	In the table for areas and weights of Standard Reinforcing Bars change the weight-lbs. per foot of number 5 bar from "1.048" to "1.043".

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
712-1	712.04	In the third line of the second paragraph change "Class B" to "Class D".
712-1	712.04	In the fifth line of the second paragraph change "Class A" to "Class C".
712-8	712.12.5	In the third line change the ASTM designation from "A 120" to "F 1083".
714-13	714.11.7	Change the Subsection No. "714-11.7.1" to "714.11.7.1".
715-7	715.09.3	In the fifth line from the bottom of the page change the lbs./sq.yd. minimum dry wt. requirement for straw from "0.70" to "0.5".
716-2	716.11	In the second line change the ASTM designation from "A 120" to "A 53".
717-8	--	Change the Section No. shown in the upper left corner of the page from "7171" to "717".
721-3	721.03.3	In lines 5 and 7 of this subsection add "B 221, B 241, or" in front of B 429.
803-10	803.03.9.6	Revise the definition of the letter "S" in the pile formulas to read: "S = the average penetration in inches per blow for the last 5 to 10 blows for gravity hammers and the last 10 to 20 blows for steam/air hammers."
804-37	804.03.19.6.3	In the fourth line of the first paragraph change "otherwise" to "otherwise".
820-2	820.03.4.1	In the second line of this subsection change "with out" to "without".
820-2	820.03.4.3	In the second line of this subsection change "abraisions" to "abrasions".
1	Index	Change reference subsection for Advance on Materials from "109.02" to "109.06.2".
5	Index	Change reference subsection for Cofferdams and Cribs from "810.03.4" to "801.03.4".
28	Index	Delete the listing "Working Day, Definition of 101.02" contained in the third line from the bottom of the page.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3191

CODE: (IS)

DATE: 4/08/96

SUBJECT: Selection of Optional Items

Bidders are hereby advised that, because of a change by the Department in classifying "Optional" items, the bid schedule for this project lists as "Optional" items that formally have been listed as "Alternate".

The summary of quantities sheet(s) in construction plans printed prior to the effective date of this change may list as "Alternate" items that are listed as "Optional" in the bid proposal.

When this contradiction occurs, the listing in the bid schedule is correct and bidders are to disregard the contradicting listing on the summary of quantities sheet(s) in the construction plans.

Bidders should pay close attention to the items classified in the bid schedule as "Optional" items.

With the change by the Department in classifying optional items, a change will be required of the Contractor in the selection of optional items. (Refer to 907-101-2, 907-102-4 and Section 905)

WHEN THE BID SCHEDULE LISTS OPTIONAL ITEMS, THE CONTRACTOR'S SELECTION MAY, BUT IS NOT REQUIRED TO, BE MADE AT THE TIME OF BIDDING. FOR OPTIONAL ITEMS NOT PRE-SELECTED, THE CONTRACTOR'S SELECTION SHALL BE MADE PRIOR TO OR AT THE TIME OF EXECUTION OF THE CONTRACT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3745

CODE: (IS)

DATE: 3/31/97

SUBJECT: Plant Pest Quarantines Information

AT THE REQUEST OF THE U. S. DEPARTMENT OF AGRICULTURE, PLANT PEST CONTROL INFORMATION CONCERNING DOMESTIC QUARANTINES IS CITED AS FOLLOWS:

The entire state of Mississippi has been quarantined for the Imported Fire Ants. Soil and soil-moving equipment operating in the state will be subject to plant quarantine regulations. In general, these regulations provide for cleaning soil from equipment before it is moved from the state. Complete information may be secured from the State of Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, P. O. Box 5207, Mississippi State, Mississippi 39762-5207 -- Telephone 325-3390.

IMPORTED FIRE ANT QUARANTINES

THE FOLLOWING REGULATED ARTICLES REQUIRE A CERTIFICATE OR PERMIT FOR MOVEMENT:

1. Soil, separately or with other things, except soil samples shipped to approved laboratories*. Potting soil is exempt, if commercially prepared, packaged and shipped in original containers.
2. Plants with roots with soil attached, except houseplants maintained indoors and not for sale.
3. Grass sod.
4. Baled hay and straw that have been stored in contact with the soil.
5. Used soil-moving equipment.
6. Any other products, articles, or means of conveyance of any character whatsoever not covered by the above, when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

* Information as to designated laboratories, facilities, gins, oil mills, and processing plants may be obtained from an inspector.

Imported Fire Ant Quarantines



Conditions of Movement.

Counties entirely colored are completely regulated; Counties partially colored are partially regulated.

Regulated Area.

Restrictions are imposed on the movement of regulated articles as follows:
From colored areas into or through white areas.

Consult your State or Federal plant protection inspector or your County Agent for assistance regarding exact areas under regulation and requirements for moving regulated articles. For detailed information, see 7 CFR 301.81 for quarantine and regulations.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4670

CODE: (IS)

DATE: 9/30/99

SUBJECT: Prompt Payment

Bidders are hereby advised that the Prime Contractor must pay their subcontractor(s) for satisfactory performance of their contracts no later than a specific number of days from receipt of payment from the Department.

Therefore, Prime Contractors are hereby advised of the following:

- (a) Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the Prime Contractor shall make prompt payment to all sub-contractors or material suppliers for all monies due.
- (b) Within 15 calendar days after receiving payment from the Department for work satisfactorily completed, the Prime Contractor shall promptly return all retainage monies due to all sub-contractors or material suppliers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4758

CODE: (IS)

DATE: 6/11/99

SUBJECT: Alterations In Bidding Process

Bidders are hereby advised that they may either use the traditional method of entering their bid information by hand on Section 905--Proposal, or may insert printed information obtained from the available Electronic Bid System (EBS).

It is the responsibility of every bidder to check for any addendum or modification to the contract document(s) for which they intend to submit a response. It shall be the bidder's responsibility to be sure they are in receipt of all addenda, pre-bid conference information, and/or questions and answers provided at, or subsequent to, the pre-bid conference, if any are issued.

The Mississippi Transportation Commission assumes no responsibility for defects, irregularities or other problems caused by the use of electronic media. Operation of this electronic media is done at the sole risk of the user.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4954

CODE: (IS)

DATE: 4/4/2000

SUBJECT: ON-THE-JOB TRAINING PROGRAM

Bidders are hereby advised that the Department's policy for administering On-The-Job Training has been changed. Affective in the March 2000 letting, payment for training hours will be handled as outlined in Special Provision 906-4. A pay item for trainees will no longer be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-4).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-4) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5185

CODE: (IS)

DATE: 9/29/2000

SUBJECT: Change Order / Quantity Adjustment Name Change

Whenever the term "Change Order" appears in the plans, proposal, contract documents, and specifications for highway construction projects, it shall mean "Quantity Adjustment."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6027

CODE: (IS)

DATE: 02/27/2002

SUBJECT: Work In Proximity Of High Voltage Power Lines

Bidders are hereby advised of Section 45-15-1, et seq., Mississippi Code of 1972, regarding the performance of work in the proximity of high voltage overhead power lines. It is the Contractor's responsibility to comply with those statutory requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6143

CODE: (IS)

DATE: 05/22/2002

SUBJECT: Payments to Subcontractors

Bidders are hereby advised that each month, the Contractor will submit to the Project Engineer form OCR-484 certifying payments to all subcontractors. Form OCR-484 can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at the MDOT website under the *Business Section, Construction Contracts and Bidding, Disadvantaged Business Enterprise (DBE), Applications and Forms for the DBE Program.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6159

CODE: (IS)

DATE: 06/07/2002

SUBJECT: Contract Overpayment(s)

Bidders are hereby advised that by the execution of the contract for this project, the Contractor agrees that it has the duty 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 for this project, 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 for this project, the Contractor also agrees that the Mississippi Transportation Commission may offset and withhold a sum equal to any overpayment(s) on any previously executed contract(s), plus interest, where applicable, against any sums due the Contractor under the terms of this contract or any other active contract(s).

By the execution of the contract for this project, the Contractor also agrees that if any overpayment(s) are made by the Mississippi Transportation Commission to the Contractor under the terms of this contract the Mississippi Transportation Commission shall have the right to offset and withhold that amount, plus interest, where applicable, from any sums which the Mississippi Transportation Commission might owe the Contractor on any other active contract(s) or any contract(s) executed subsequent to the execution of this contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6275

CODE: (IS)

DATE: 09/17/2002

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

<http://ops.fhwa.dot.gov/freight/regulate/sw/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6289

CODE: (IS)

DATE: 09/26/2002

SUBJECT: Certification of Traffic Control Devices

Category 1 Traffic Control Devices

Category 1 traffic control devices are defined as low-mass, single-piece traffic cones, tubular markers, single-piece drums, and delineators.

The Contractor shall certify to the Project Engineer by a letter ONLY stating that the Category 1 traffic control devices, furnished and used, either meet the requirements of NCHRP Report 350 or were purchased prior to October 1, 1998.

All documentation supporting the certification is to be kept on file by the Contractor subject to review by the Department at any time. Support documentation shall be kept on file for two years after the completion of the project.

The Contractor may self-certify Category 1 Traffic Control Devices. In order to make the self-certification, the Contractor shall have as a minimum the following support documentation regarding the certification.

1. A title, e.g., "Certification of Crashworthiness";
2. Name and address of vendor making the certification;
3. Unique identification of the certificate (such as serial number) with numbered pages and the total number of pages;
4. Description and unambiguous identification of the item tested;
5. Identification of the basis for self-certification process used and to what test level of NCHRP Report 350. This basis as crash test experience with similar devices or years of demonstrably safe operational performance;
6. A signature and title, or an equivalent identification of the person(s) accepting responsibility for the content of the certification, however produced, and the date of issue;
7. A statement that the certification shall not be reproduced except in full.

All documentation supporting the self-certification is to be kept on file by the Contractor subject to review by the Department at any time. Support documentation shall be kept on file for two years after the completion of the project.

The Contractor's letter to the Project Engineer shall state that all Category 1 traffic control devices, furnished and used, were purchased after October 1, 1998 and met the requirements of NCHRP Report 350, or that the Category 1 traffic control devices, furnished and used, were purchased prior to October 1, 1998.

Category 2 Traffic Control Devices

Category 2 traffic control devices are defined as barricades, intrusion detectors, vertical panel assemblies, portable sign supports, drums with warning lights, and cones with warning lights.

The Contractor shall certify to the Project Engineer by a letter ONLY stating that the Category 2 traffic control devices, furnished and used, either meet the requirements of NCHRP Report 350 or were purchased prior to October 1, 2000. The Contractor's letter shall state that all Category 2 traffic control devices, furnished and used, were purchased after October 1, 2000 and met the requirements of NCHRP Report 350, or that the Category 2 traffic control devices, furnished and used, were purchased prior to October 1, 2000.

Category 3 Traffic Control Devices

Category 3 Traffic Control Devices are items similar to Category 2 but weigh more than 100 pounds. Category 3 Traffic Control Devices include concrete barrier, truck mounted attenuators (TMAs), workzone crash cushions, and fixed sign supports.

Concrete barrier and fixed sign supports, furnished and used, and purchased after October 1, 2002 must meet the requirements of Report 350.

The Contractor shall furnish a letter ONLY certifying that all concrete barrier and fixed sign supports purchased after October 1, 2002 meets the requirements of NCHRP Report 350. Concrete barrier and fixed sign supports purchased prior to October 1, 2002 may be used without written certification until they complete their normal service life.

Work zone crash cushions and truck mounted attenuators (TMAs), furnished and used, and purchased after October 1, 1998 must meet the requirements of Report 350.

The Contractor shall furnish a letter certifying that all work zone crash cushions and TMAs purchased after October 1, 1998 meets the requirements of NCHRP Report 350. Work zone crash cushions and TMAs purchased prior to October 1, 1998 may be used without written certification until they complete their normal service life.

Contractor's Letter to the Project Engineer

The following is an example of a letter to the Project Engineer.

"I, (*Contractor's name*), certify that the Category 1 traffic control devices used on this project and purchased after October 1, 1998 meet the requirements of NCHRP Report 350 and all Category 1 traffic control devices used on this project not meeting NCHRP Report 350 were purchased prior to October 1, 1998.

I also certify that the Category 2 traffic control devices used on this project and purchased after October 1, 2000 meet the requirements on NCHRP Report 350 and all Category 2 traffic control devices used on this project not meeting NCHRP Report 350 were purchased prior to October 1, 2000.

I also certify that except for concrete median barrier, all of the Category 3 traffic control devices crash cushions and truck mounted attenuators used on this project and purchased after October 1, 1998 meet the requirements on NCHRP Report 350 and all Category 3 crash cushions and truck mounted attenuators used on this project not meeting NCHRP Report 350 were purchased prior to October 1, 1998."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6522

CODE: (SP)

DATE: 05/12/2003

SUBJECT: Removal of Construction Signs

Bidders are hereby advised that upon receipt of the **Final or Partial** Maintenance Release, as documented in writing by the State Construction Engineer, the Contractor shall have **fifteen (15)** calendar days in which to remove all construction signs on the project. It is agreed that if the signs are not removed within the **fifteen (15)** calendar days the signs shall be considered abandoned and shall become the property of the Mississippi Transportation Commission which may remove, use, and/or dispose of such signs as it sees fit.

The Contractor shall place and maintain appropriate construction signs for any additional work on the project after the Maintenance Release has been issued. These construction signs will not be measured for separate payment. Payment for these signs shall be included in Pay Item No. 618-A, Maintenance of Traffic.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6783

CODE: (IS)

DATE: 10/28/2003

SUBJECT: Fuel Tax Applicability to Bidders and Contractors

Bidders are hereby advised that the “Mississippi Special Fuel Tax Law”, Section 27-55-501, et seq. and its requirements and penalties apply to any contract for construction, reconstruction, maintenance or repairs, for contracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Mississippi State Tax Commission will be notified of the name and address of the Contractor that is awarded this contract. The Contractor will be subject to an audit during the life of this contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, et seq.

In addition to any audits performed by the Mississippi State Tax Commission, the Department also reserves the right to audit the Contractor’s records during the life of this contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, et seq.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6794

CODE: (SP)

DATE: 11/12/2003

SUBJECT: Estimated Monthly Quantities

Bidders are hereby advised that each month the Contractor works, the Engineer furnishes the Contractor with a monthly progress estimate showing the total estimated quantities for each pay item in the contract. The Contractor should review the Engineer's progress estimate as to the accuracy of the quantities. Should the Engineer's estimated quantity for any pay item be greater than a tolerance of plus or minus ten percent ($\pm 10\%$) of the Contractor's estimated quantity, the Contractor should confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6845

CODE: (SP)

DATE: 01/22/04

SUBJECT: CONTRACT TIME

PROJECT: MP-3055-82(001) / 302568 - YAZOO COUNTY

The calendar date for completion of work to be performed by the Contractor for this project shall be June 11, 2004, which date or extended date as provide in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice to Proceed will be issued by not later than March 29, 2004, and the Beginning of Contract Time will be April 8, 2004.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. **907-101-5**

CODE: (IS)

| DATE: **01/03/2002**

SUBJECT: **Definitions**

Section 101, Definitions and Terms, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Delete the definition of "Change Order" on page 101-4.

Delete the definition of "Extra Work Order" on page 101-6.

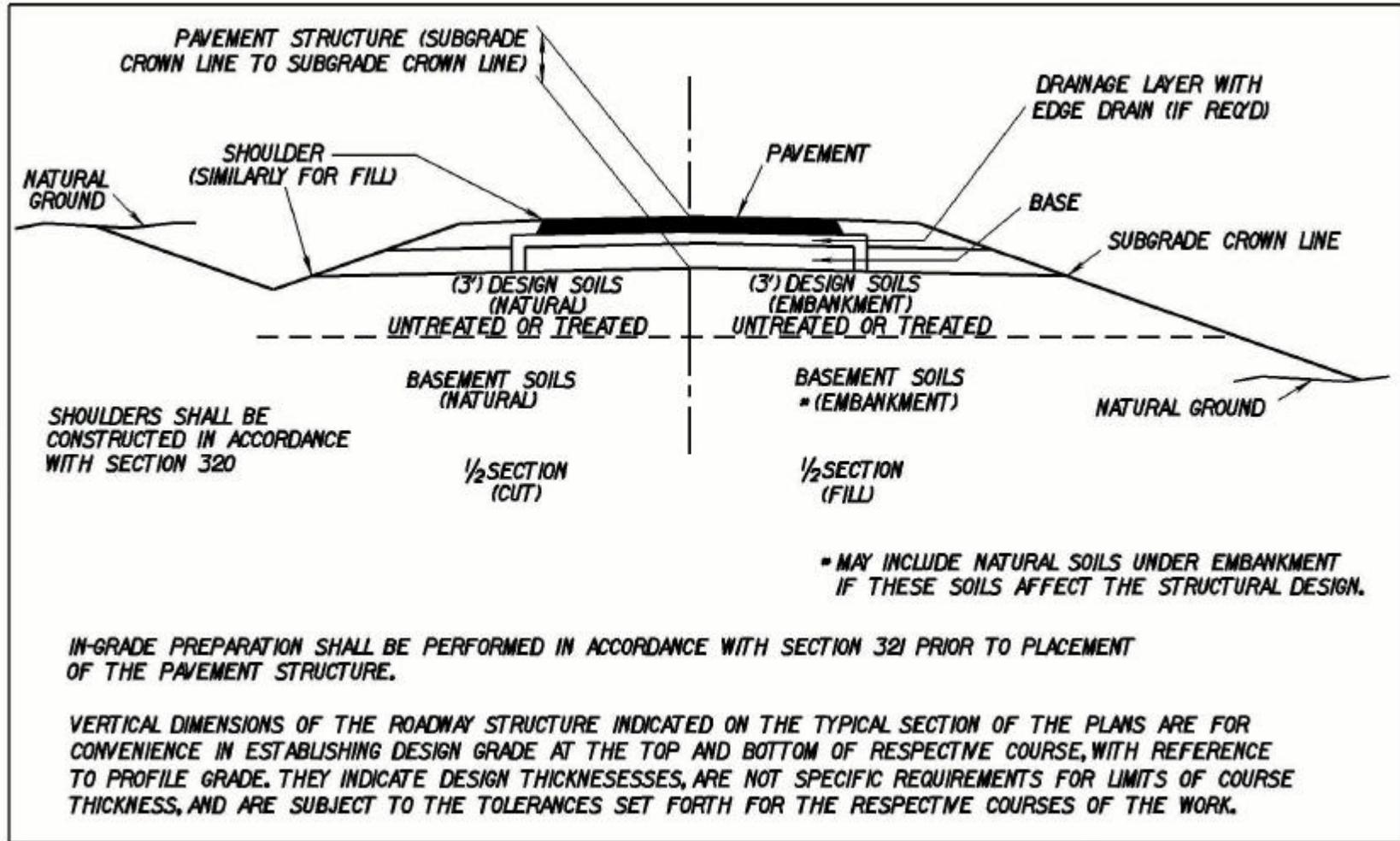
Delete the definition of "Optional Items" on page 101-8 and substitute:

Optional Items - Items listed in the bid schedule of the proposal which are considered to be comparable for the purpose intended, and the Contractor is required to make a selection prior to or at the time of execution of the contract.

After the eighth definition on page 101-9, add the following:

Quantity Adjustment - A modification of contract quantities covering increases or decreases resulting from plan errors, omissions or changes made necessary in order to carry out the intent of the plans.

| Delete Figure 1 at the end of Section 101 on page 101-13, and substitute the following:



* MAY INCLUDE NATURAL SOILS UNDER EMBANKMENT IF THESE SOILS AFFECT THE STRUCTURAL DESIGN.

IN-GRADE PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 321 PRIOR TO PLACEMENT OF THE PAVEMENT STRUCTURE.

VERTICAL DIMENSIONS OF THE ROADWAY STRUCTURE INDICATED ON THE TYPICAL SECTION OF THE PLANS ARE FOR CONVENIENCE IN ESTABLISHING DESIGN GRADE AT THE TOP AND BOTTOM OF RESPECTIVE COURSE, WITH REFERENCE TO PROFILE GRADE. THEY INDICATE DESIGN THICKNESSES, ARE NOT SPECIFIC REQUIREMENTS FOR LIMITS OF COURSE THICKNESS, AND ARE SUBJECT TO THE TOLERANCES SET FORTH FOR THE RESPECTIVE COURSES OF THE WORK.

FIGURE 1 - REFERENCE DIVISION 100 - PAGE 101-1

MISSISSIPPI STATE HIGHWAY DEPARTMENT

SPECIAL PROVISION NO. 907-102-1

CODE: (IS)

DATE: 9/5/90

SUBJECT: Combination Bids

Section 102, Bidding Requirements and Conditions, of the 1990 Edition of the Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

Delete Subsection 102.11 in toto and substitute the following:

907-102.11--Combination Bids. Combination bids which combine two or more individual projects may be submitted by stating in writing on each project proposal to be considered in the combination, one of the following:

(a) That the bidder is bidding on "All or None" of the work for designated proposals. The Department will evaluate all bids on these proposals and make awards based on the bids most advantageous to the State.

(b) The reduction the bidder will make in the unit price of one or more of the items in any or all of the proposals if awarded the combination; however, the bidder will not be permitted to make a reduction in any unit price that may be fixed by the Department in the proposal. The Department will select from the proposals submitted the individual or combination bids most advantageous to the State.

(c) That he is bidding on a number of projects but desires to be awarded work not to exceed a specified total amount or a specified number of contracts. The Department will select from his proposal those which are most advantageous to the State within its specified amount or total number of contracts.

Combination bids which state that a lump sum shall be deducted from the final estimate or retained percentage, or that a reduction in prices shall be made on a percentage basis, or that states that award of a job is contingent upon being awarded another job will not be accepted and the bids with which such a letter is submitted will be considered irregular and rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. **907-102-8**

CODE: (IS)

| DATE: **03/01/2002**

SUBJECT: **Preparation of Proposal**

Section 102, Bidding Requirements and Conditions, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-102.06--Preparation of Proposal. Delete in toto the second full paragraph on page 102-4 and substitute:

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

Bidders are cautioned that using older versions of the EBS will result in improperly printed bid sheets. The latest version of the EBS can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.mdot.state.ms.us.

If bidders submit EBS generated bid sheets, then the bid sheets included in the proposal should not be completed. The EBS generated bid sheets should be stapled together and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the EBS generated bid sheets are completed and submitted, only the EBS generated sheets will be recognized and used for the official bid. The diskette containing the information printed on the EBS generated bid sheets should be placed in the pouch located on the inside of the front cover of the bid proposal package. Bid sheets printed from the EBS should be a representation of the data returned on the diskettes. To have a true representation of the bid sheets, the Bidder must copy the inputted unit prices back to the diskette by using the option titled "Copy Project File To Floppy Disk" from the drop-down menu under "Projects". Otherwise, the unit prices bid will not be recorded to the diskette. Bidders are cautioned that failure to follow proper diskette-handling procedures could result in the Department being unable to process the diskette. **Any modification or manipulation of the data contained on the diskette, other than entering unit bid prices, will not be allowed and will cause the Contractor's bid to be considered irregular.**

When the bid schedule lists optional items, the Contractor's selection may, but is not required to, be made at the time of bidding. For optional items not pre-selected, the Contractor's selection shall be made prior to or at the time of execution of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-5

CODE: (IS)

DATE: 12/2/99

SUBJECT: Execution and Approval of Contract

Section 103, Award and Execution of the Contract, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.01-Consideration of Proposals. Delete the third paragraph of Subsection 103.01 on page 103-1, and substitute the following:

In consideration of contract proposals which are equal to or in excess of \$50,000 and financed 100% with State funds, a nonresident bidder domiciled in a state having laws granting preference to local Contractors will be considered for such contracts on the same basis as the nonresident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. When a nonresident Contractor submits a bid equal to or in excess of \$50,000 on a contract financed 100% with State funds, a copy of the current laws from the state of domicile and an explanation thereof pertaining to treatment of nonresident Contractors shall be attached. If no preferential treatment is provided for Contractors in the state of domicile and contracts are awarded to the lowest responsible bidder, a statement to this effect shall be attached. Should the attachment not accompany the bid when submitted, the Contractor shall have 10 days following the opening of the bids to furnish the required information to the Contract Administration Engineer for attachment to the bid. As used herein, the term "resident Contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this State and has maintained a permanent full-time office in the State of Mississippi for two years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.

907-103.04--Return of Proposal Guaranty. Delete the third paragraph of Subsection 103.04 on page 103-2 and substitute the following:

In the event no award is made within **30 days** after the opening of bids, the Executive Director may permit the successful bidder to replace the certified check or cashier's check with a satisfactory bidder's bond.

Delete in toto Subsection 103.07 on page 103-2, and substitute the following:

907-103.07--Execution and Approval of Contract. The successful bidder to whom the contract has been awarded shall sign and file with the Director the contract and all documents required by the contract within **10 days** after the contract has been mailed to the bidder. 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. If the contract is not executed by the Department within 15 days following receipt of the signed contract and all necessary documents, the bidder shall have the right to withdraw his bid without penalty. No contract is in effect until it is executed by all parties.

907-103.08--Failure to Execute Contract. Delete in toto Subsection 103.08 on page 103-2, and substitute the following:

Failure of the bidder to execute the contract and file acceptable bond 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 lowest responsible bidder, or the work may be readvertised at the discretion of the Department.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SPECIAL PROVISION NO. 907-104-12**

CODE: (IS)

| **DATE: 04/11/2003**

SUBJECT: Minor Alterations to the Contract

Section 104, Scope of Work, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the end of Subsection 104.02.2 on page 104.3, add the following:

907-104.02.3--Minor Alterations to the Contract. When the Department makes alterations in the details of construction or specifications that are minor in nature, the Resident or Project Engineer may elect to make an equitable adjustment to the contract under the provisions of this subsection. Minor alterations shall be defined as those alterations to the contract that are not addressed in the Standard Specifications, or supplements thereto, and are valued at less than \$5,000.00. The District Engineer shall designate, in writing, the Resident or Project Engineer authorized to execute the Class I Supplemental Agreement. The Resident or Project Engineer and Contractor shall agree upon the scope of work and a lump sum amount, within the above stated limit, for the work to be performed. The agreement shall be reflected in a Class I Supplemental Agreement signed by the Resident or Project Engineer and the Contractor's authorized representative, which, when it bears both the signature of the Resident or Project Engineer and Contractor, shall constitute the scope of work and basis of payment under the item "Minor Alterations to the Contract." Work shall not proceed until both parties sign the agreement.

Any adjustment of contract time due to Minor Alterations will be in accordance with Subsection 108.06 of the Standard Specifications.

Payment will be made under:

| 907-104-A S/A: Minor Alterations to the Contract

- lump sum

(This pay item is not to be included on the plans or in the contract proposal)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-9

CODE: (IS)

DATE: 9/8/95

SUBJECT: Claims

Section 105, Control of Work, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-105.17--Claims for Adjustments and Disputes. Delete in toto Subsection 105.17 on pages 105-10 and 105-11 and substitute the following:

It is in the public interest that the Department have early or prior knowledge of an existing or impending claim of any nature by the Contractor so that the Department may appropriately consider modifying the details of the work or other actions of the Department which might result in mitigation or elimination of the effect of the act or conditions objected to by the Contractor and so that the Department may institute appropriate procedures, as required, to keep strict account of actual costs and to verify, at the time, facts upon which a claim for contract time adjustment is made. Therefore, if in any case the Contractor deems that additional compensation is due for work or materials not clearly covered in the contract or not ordered by the Engineer as Extra Work, or if the Contractor deems that adjustment in the contract time should be made because of any of the reasons provided for in the contract as a basis for an extension of time, the Contractor shall notify the Engineer in writing of an intention to make such claim for additional compensation before beginning the work on which the Contractor bases the claim or for such extension of time as soon as the facts first become known on which the Contractor bases the claim for adjustment. If such written notification is not given by the Contractor in accordance with these specifications and the Engineer and the Department's Audit Division are not afforded proper facilities by the Contractor for keeping strict account of actual costs or verification at the time of facts upon which a claim for contract adjustment is made, the Contractor hereby agrees that failure to provide written notice has denied the Department the prerogative of verifying additional time, materials, equipment, labor and making adjustments in the work which might remove or alleviate the conditions for which a claim might be made, and the Contractor further agrees that such failure on the Contractor's part shall be a conclusive waiver of any claim, or part thereof.

Mere oral notice or statement will not be sufficient, nor will an unnecessarily delayed notice or statement after the event.

Any such notice shall be in writing and shall describe any act of omission or commission by the Department or its agents that allegedly caused or contributed to the condition for which a claim may be made and the nature of the claimed damage. The Contractor shall deliver or mail the notice to the Project Engineer.

Upon receipt of the notice, the Project Engineer will acknowledge receipt in writing to the Contractor with a copy of the notice and acknowledgment to the District Engineer, State Construction Engineer and the Department's Audit Director.

The Project Engineer will evaluate the Contractor's claim and forward his/her recommendations to the District Engineer with a copy to the State Construction Engineer and the Department's Audit Director.

The State Construction Engineer, after consultation with the District Engineer and Project Engineer, will notify the Audit Division of the Contractor's claim and request that the Audit Director take the necessary steps to review the legitimacy of the Contractor's documentation of the claim.

Even when the Audit Division determines that the Contractor's documentation relative to the time, materials, equipment and labor are legitimate, that division will continue to monitor the Contractor's charges until the Contractor's services are complete.

Such notice by the Contractor and the fact that the Engineer has kept account of the costs and the Audit Division has verified the legitimacy of the Contractor's documentation and other facts as aforesaid shall not in any way be construed as substantiating the validity of a claim.

In presenting a claim, the Contractor shall clearly and specifically state:

- (a) The contract subsection number(s) under which each part of the claim is made.
- (b) The event(s) or conditions covered in each such subsections and made the basis for each part of the claim.
- (c) A claim for additional compensation shall include supporting auditable cost figures from entries made in the original records entered at the time of the work. The Contractor will be required to provide all records that the Department's Audit Director deems necessary for the performance of an audit in accordance with the United States General Accounting Office's Governmental Auditing Standards, the Institute of Internal Auditor's Professional Practice Standards, and the American Institute of Certified Public Accountant's Auditing Standards.

All claims made shall be sent to the Resident or Project Engineer for review and processing.

If a claim is so vague that the Engineer cannot reasonably and expeditiously determine the specific contractual provisions relied on by the Contractor as the basis of each part of the claim, or if the Audit Director cannot reasonably and expeditiously determine that the costs related to the claim are related specifically to the reference project and are not related to any other project(s) that the Contractor is constructing or has constructed, it will be denied by the Engineer or returned without action.

Any part of a claim based on after-the-fact general statements of costs such as "Normal cost of such work", "computed as a percentage of..... etc." or other such indefinite statements will be denied or returned to the Contractor without action.

The Resident or Project Engineer may request supplemental data in writing, or return the claim to the Contractor for resubmission in accordance with these specifications.

A claim, as approved by the Department, will be paid in accordance with the provisions of 104.02 and 104.03 and adjustments in contract time will be made in accordance with the provision of 108.06. When a claim is denied or returned without action, the notice will state the reasons thereof.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-1

CODE: (IS)

DATE: 9/22/93

SUBJECT: Convict Produced Materials

Section 106, Control of Materials, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the end of Subsection 106.12 on page no. 106-5, add the following:

907-106.13--Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-Aid highway construction project if such materials have been:

- (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
- (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-Aid highway construction projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-10

CODE: (IS)

DATE: 3/1/99

SUBJECT: Contractor's Responsibility For Work

Section 107, Legal Relations and Responsibility to Public, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the second full paragraph of Subsection 107.17 on page 107-15, add the following:

Damage to items of construction, caused by the traveling public on a project or section(s) of a project open to traffic, shall be repaired by the Contractor. The Contractor will be paid for repairing such damage to certain acceptably installed items of construction at the contract unit price(s) for the applicable item(s) used in the repair. An acceptably installed item shall be complete-in-place meeting the requirements of the specifications. The acceptably installed items of construction eligible to receive payment for repair of damage caused by the traveling public shall be items used for signing, safety and traffic control. The eligible items shall be limited to traffic signal systems, signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or permanent pavement markings. If damage to the above items necessitate only minor repairs, in lieu of total replacement, the work shall be performed in accordance with Subsection 109.04, or as directed by the Engineer. Damage not meeting the requirements to qualify for repair payment shall be repaired at no additional cost to the State.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-12

CODE: (IS)

| DATE: 10/21/2003

SUBJECT: Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.14.2--Liability Insurance.

Delete Subsection 107.14.2.1 on page 107-12 in toto and substitute:

907-107.14.2.1--General. The Contractor shall carry contractor's liability (including subcontractors and contractual) with limits not less than: \$300,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective.

Delete the last paragraph on page 107-12 and substitute:

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained.

Delete the last sentence of the first paragraph on page 107-13 and substitute:

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).

Delete the first sentence of the fourth paragraph on page 107-13 and substitute:

For work within the limits set out in 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).

Delete subparagraphs (a), (b) and (c) on pages 107-13 and 107-14 and substitute:

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of his agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella**

Liability \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting his operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-13

CODE: (SP)

DATE: 11/13/2003

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 107.22.1 on page 107-17 and substitute:

907-107.22.1--Contractor's Protection Plan. At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Engineer for approval, an erosion control plan to supplement permanent erosion control work required under the contract. As a minimum, the plan shall include the following:

1. Plan profile sheets (11" x 17" or larger) of the entire project showing the locations of erosion control devices (pay items) such as silt fence, hay bales, silt basins, slope drains, etc. Also, showing the locations of other measures (absorbed items) such as brush barriers, diversion berms, etc. that the Contractor may elect to use to prevent siltation.
2. A plan for disposal of waste materials, if applicable.
3. A detailed schedule of operations at locations of high siltation potential to clearly indicate how siltation of streams, lakes and reservoirs and the interruption of normal stream flows will be held to a practical and feasible minimum.

The plan shall be updated as needed during the progress of the project. Work shall not be started until an erosion control plan is approved by the Engineer.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of the erosion control plan and/or proper maintenance thereof.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-11

CODE: (SP)

DATE: 4/30/98

SUBJECT: Determination and Extension of Contract Time

Section 108, Prosecution and Progress, of the 1990 Standard Specifications for Road and Bridge Construction is modified as follows:

Delete Subsection 108.06 in toto, and insert:

907-108.06 - Determination and Extension of Contract Time. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the physical features of work included in the contract will be indicated in the contract documents and will be known as "Contract Time."

For contracts in which a Completion Date is specified, the span of Contract Time shall be determined by the number of Calendar Days allowed in the contract between the date for the beginning of Contract Time and the Specified Completion Date or revised date for beginning of Contract Time and the revised Specified Completion Date in accordance with the provisions of the contract.

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

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

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

The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

No extension of the Specified Completion Date will be granted except as provided herein, and, except for abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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

In the event the Engineer determines that the completion date when extended as provided in the contract would cause certain items of work or portions thereof, properly prosecuted in the normal sequence and manner, to fall within a period of seasonal or temperature limitations, he will make a determination as to the scope of unavoidable delays, if any, contemplated because of such seasonal or temperature limitations for periods in excess of those contemplated in the original contract. The Director may thereupon establish a revised contract completion date by notifying the Contractor and his Surety in writing of such established completion date as warranted by the engineering determination.

Liquidated Damages as set forth under the heading "Per Calendar Day" in the "Schedule of Deductions for Each Day of Overrun in Contract Time," Subsection 108.07, shall be applicable to each Calendar Day after the Specified Completion Date, or authorized extension thereof, and until all work under the contract is completed.

Progress Schedule referred to in Subsection 108.03 will not be required.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-20

CODE: (IS)

DATE: 1/02/2003

SUBJECT: Liquidated Damages Table

Section 108, Prosecution and Progress, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

Delete the table in Subsection 108.07 on page 108-12, and substitute the following:

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 0	\$ 100,000	\$ 140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	2,000,000	400
2,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	----	1,400

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-8

CODE: (IS)

DATE: 9/8/95

SUBJECT: Claims

Section 109, Measurement and Payment, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

At the end of Section 109 on page 109-9, add the following:

907-109.12--Right to Audit. The Department reserves the right to audit the Contractor's records at any time during the contract period and up to three years after the final contract payment or up to three years after any litigation is filed with court, whichever is later. If the Department commences an audit, the Contractor will be required to provide sufficient original documents and records to satisfy the Department's Audit Division that the costs included in the Contractor's claim were incurred solely in performance of the referenced project and project phase and were not incurred on any other project or phase of the referenced project that the Contractor is constructing or has constructed. Department's audit will be conducted in accordance with United States General Accounting Office's Governmental Auditing Standards, the Institute of Internal Auditor's Professional Practice Standards, and the American Institute of Certified Public Accountant's Auditing Standards.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-15

CODE: (IS)

| DATE: 01/05/2004

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.06.2--Advancement on Materials. After the first sentence of the first paragraph of Subsection 109.06.2 on page 109-6, add the following:

Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative.

Remove the period at the end of the third sentence of the first paragraph of Subsection 109.06.2 on page 109-6 and add the following:

; or 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; or in the case of 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.

Delete the second paragraph of Subsection 109.06.2 on page 109-6 and substitute the following:

Advancements will not be allowed until the Project Engineer has received triplicate copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of 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.

Delete the first sentence of the third paragraph of Subsection 109.06.2 on page nos. 109-6 and 109-7 and substitute the following:

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the

commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection.

Delete the second full paragraph on page 109-7, and substitute:

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.

Delete in toto Subsection 109.06.3 on pages 109-7 and 109-8, and substitute the following:

907-109.06.3--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 due to the Contractor. Likewise, no retainage will be made on any advancement of materials to the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-16

CODE: (IS)

DATE: 11/10/98

SUBJECT: Placement of Temporary Traffic Stripe

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-618.03 -- Construction Requirements.

907-618.03.3 -- Safe Movement of Traffic. Delete the third paragraph of Subsection 618.03.3 on page 618-3 and substitute the following:

A longitudinal pavement edge that traffic is expected to move across should have an elevation difference of not more than 2¼ inches. If the pavement edge is more than 1½ inches and less than or equal to 2¼ inches, uneven pavement signs will be required as shown in the plans or contract documents. If the pavement edge is less than or equal to 1½ inches, no uneven pavement signs will be required. Transverse pavement joints shall be sufficiently tapered to allow for the safe movement of traffic.

When a paving operation produces a longitudinal pavement edge that traffic is expected to move across, the adjacent lane shall be constructed to eliminate any uneven pavement edge within 48 hours, unless prohibited by weather conditions or an emergency arises.

Delete the last paragraph on page 618-3 under Subsection 618.03.3 and substitute:

All centerline, lane lines, edge lines and no-passing stripes that have been covered or removed during the day's operations shall be replaced with temporary stripe before work is discontinued for the day or as soon thereafter as weather conditions will permit, except that:

- (1) Replacement of no-passing stripes may be delayed for a period not to exceed three (3) days for a two or three lane road.
- (2) Temporary edge lines may be eliminated on projects requiring shoulders constructed of granular material.
- (3) Temporary edge lines placed on the final pavement course of projects requiring paved shoulders without surface treatment shall be placed in the permanent stripe location, otherwise temporary edge lines on projects requiring paved shoulders may be placed on the adjacent shoulder in as near the permanent location as possible.

Temporary no-passing stripe is not considered a major item of work and such stripe which is eliminated because of placing the next course prior to expiration of the 3-day period shall not result in a monetary adjustment to the Contractor as provided in 104.02. All temporary stripe shall be placed in accordance with the plans and Subsection 907-619.03.2.

Delete the first sentence of the first paragraph on page 618-4 under Subsection 618.03.3 and substitute the following:

In addition to the temporary no-passing stripe, the Contractor shall erect standard "DO NOT PASS," "NO-PASSING ZONE," and "PASS WITH CARE" signs in accordance with plan details or as specified in the MUTCD.

Delete the last sentence of the third paragraph on page 618-4 under Subsection 618.03.3 and substitute the following:

All temporary stripe shall be maintained in good order until placement of the permanent pavement markings or placement of the next pavement course or until removed. Maintenance of temporary stripe may require more than one application over the life of the project. Payment will be made for one application only.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. [907-619-22](#)

CODE: (IS)

| DATE: [06/18/2003](#)

SUBJECT: Traffic Control for Construction Zones

Section 619, Traffic Control for Construction Zones, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-619.02.4--Construction Signs. Delete the last sentence of the second paragraph of Subsection 619.02.4 on page 619-1 and substitute:

Standards for height of construction signs shall be those shown for roadside signs in Chapter 6F of the Manual of Uniform Traffic Control Devices (MUTCD). Signs mounted on portable supports or barricades may be at lower heights but the bottom of the sign shall be no less than one foot above the traveled way.

Delete the third paragraph of Subsection 619.02.4 on page 619-1 and substitute the following:

Unless specified otherwise, fluorescent orange reflective sheeting, meeting the requirements of Subsection 721.06, shall be used on all construction signs regardless of whether used during daytime or nighttime hours.

Delete the fourth paragraph of Subsection 619.02.4 on page 619-1 and substitute the following:

Unless otherwise specified on the plans, the material on which the reflective sheeting is to be applied shall be 16 gauge (minimum) steel, 0.080" (minimum) aluminum, or 5/8" (minimum) high density overlaid plywood. Ungalvanized steel, exterior grade plywood and lumber shall have a minimum of two coats of paint on front, back, and edges. High density overlaid plywood shall have the edges painted. The material to which reflective sheeting is to be applied shall be prepared in accordance with the recommendations of the sheeting manufacturer.

| [Delete](#) the third sentence of the [sixth](#) paragraph of [Subsection 619.02.4](#) on page 619-2 and substitute the following:

If tested by the Central Laboratory, the reflective sheeting shall have at least 50 percent of the reflectivity specified for new sheeting.

| **[907-619.02.5--Advance Warning Flashing Arrow Panels.](#)** Delete in toto Subsection 619.02.5 on page 619-2 and substitute:

907-619.02.5--Advance Warning Flashing Arrow Panels. Flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD.

| **[907-619.02.6--Concrete Median Barrier and Delineators.](#)** Delete [in toto](#) Subsection 619.02.6 on pages [619-2](#) & [619-3](#) and substitute:

907-619.02.6--Concrete Median Barrier and Delineators. Precast concrete median barrier shall meet the requirements of the plans, contract documents, and Section 615 except the surface may be a Class 1 ordinary surface finish unless designated otherwise. When precast concrete median barriers are no longer needed at one location, as determined by the Engineer, the barriers shall be removed and reset at other designated locations. When barriers have to be stored until needed at another location, payment for removing and resetting will not be made until they are reset at their designated location. The Contractor shall furnish the storage area.

The Engineer may allow the installation of used barriers for temporary traffic control upon an inspection and determination that the barrier units are structurally adequate for their intended purpose. Barriers with small chips or fractures not affecting their integrity may be accepted.

Precast concrete barriers used on this project which were purchased or manufactured after October 1, 2002 must meet the requirements of NCHRP Report 350. Precast median barriers purchased or manufactured prior to October 1, 2002 may be used until they complete their normal service life.

Certification of precast concrete barriers shall be as required in the Notice to Bidders titled "Certification of Traffic Control Devices".

Delineators shall be listed on the Department's "Approved Sources of Materials" and meet the requirements of the plans and Section 6F.68 of the MUTCD.

907-619.02.7--Channelization Devices, Barricades, and Warning Lights. Delete in toto Subsection 619.02.7 on page 619-3 and substitute:

907-619.02.7--Channelization Devices, Barricades, and Warning Lights. Channelization devices, vertical panels, tubular markers, cones, drums, barricades and temporary raised islands shall meet the requirements of the plans and Sections 6F.55 through 6F.64 of the MUTCD. Drums shall be constructed of lightweight, deformable material capable of retaining reflective sheeting. Reflective sheeting for drums shall be Type III meeting the requirements of 721.06. Warning lights shall meet the requirements of Section 6F.72 of the MUTCD.

907-619.02.8--Traffic Signals and Flashers. Delete in toto Subsection 619.02.8 on page 619-3 and substitute:

907-619.02.8--Traffic Signals and Flashers. Traffic signals and flashers shall meet the requirements of the plans and Sections 6F.71 & 6F.74 of the MUTCD.

907-619.02.9--Impact Attenuators. Delete in toto Subsection 619.02.9 on page 619-3 and substitute:

907-619.02.9--Impact Attenuators. Impact attenuators must be listed on the Department's "Approved Sources of Materials".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-4

CODE: (IS)

DATE: 8/17/95

SUBJECT: Buy America

Division 700, Materials and Tests, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-700.01--General. Delete the fourth paragraph of Subdivision 700.01 on page no. 700-1 and substitute the following:

Domestic steel, iron and wire products including prestressing cable and strand shall be furnished for incorporation in the work. All manufacturing processes, including application of a coating, for these materials must occur domestically. However, 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 products. For the purpose of this specification, the activity of coating is considered a manufacturing process. The material being applied as a coating is not covered under Buy America. Coating includes all processes which protect or enhance the value of the material to which the coating is applied, such as epoxy coatings, galvanizing, painting, etc.

Add the following paragraph at the end of Subdivision 700.01 on page no. 700-1.

In the case of coatings for the above referenced domestic steel, iron and wire products, it shall be the Contractor's responsibility to forward to the State Materials Engineer a certified statement from those having applied a coating to these materials that the application of the coating occurred domestically.

907-700.05--Material Certifications and Certified Test Reports.

907-700.05.01-- Certifications. Delete paragraph (e) of Subdivision 700.05.1 on page no. 700-6 and substitute the following:

(e) Certification for all iron, steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes, excluding those for pig iron and processed, pelletized, and reduced iron ore used in the manufacture of said steel and/or iron products, have occurred domestically.

907-700.05.2--Certified Test Reports. Delete paragraph (d) of Subdivision 700.05.2 on page no. 700-6 and substitute the following:

(d) Test reports for all iron, steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes, excluding those for pig iron and processed, pelletized, and reduced iron ore used in the manufacture of said steel and/or iron products, have occurred domestically.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-716-1

CODE: (IS)

DATE: 05/16/2002

SUBJECT: Miscellaneous Materials

Section 716, Miscellaneous Metals, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 716.04 on page 716-1 and substitute the following:

907-716.04--Gray Iron Casings. Gray iron castings shall conform to AASHTO Designation: M 105. Class 30B shall be furnished unless otherwise specified. For testing purposes a lot size shall be defined as the lesser of either a total of 35,000 pounds or one week's production for the Department. The test bars shall be made from a melt of iron used in production of units for the Department. The test bar length shall be a minimum of 16 inches.

907-716.07--Copper Bearings and Sheet Copper.

Delete Subsection 716.07.1 on page 716-1 and substitute the following:

907-716.07.1--Rolled Copper-Alloy Bearings and Expansion Plates. Rolled copper-alloy bearings and expansion plates shall conform to ASTM Designation: B 100. Alloy UNS No. C51000 shall be furnished unless otherwise specified.

Delete Subsections 716.10 on page 716-2 and substitute the following:

907-716.10--Lead Plates, Pipes, Etc. Lead used for plates, pipes, etc. shall conform to ASTM Designation: B 29, Grade: Pure Lead.

907-716.14--Bar Grates.

Delete Subsection 716.14.1 on page 716-3 and substitute the following:

907-716.14.1--Material Requirements. Plain round steel bars and strap bars shall conform to the following requirements:

B-9 Grates and Bar Grates: AASHTO Designation M 270, Grade 36.
MI, GI, & SS-3 Grates: AASHTO Designation: M270, Grade 50W,
or as specified in the plans.

Delete the last paragraph of Subsection 716.14.2 on page 716-3 and substitute the following:

After fabrication, the bar grate shall be coated with an approved commercial quality coating designed for coating steel castings and fabricated units. The State Materials Engineer shall approve the coating material prior to application.

MISSISSIPPI STATE HIGHWAY DEPARTMENT

SPECIAL PROVISION NO. 907-720-3

CODE: (IS)

DATE: 1/13/92

SUBJECT: Performed Pavement Markings for Construction Zones

Section 720, Pavement Marking Materials, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-720.05.2.2--Type 2.

Delete lines 8 thru 18 on page no. 720-13 and substitute:

Removability. The markings shall be removable from asphalt and portland cement concrete pavement, either manually or with a roll-up device, at temperatures above 40°F. with the use of a small amount of controlled heat that does not damage the pavement. The manufacturer shall be able to show that the markings have met this requirement after the following minimum traffic exposure based on transverse test decks with rolling traffic:

Time in place -----	365 days
ADT per lane -----	9,000 (28% Trucks)
Minimum axle hits -----	10,000,000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-7

CODE: (IS)

DATE: 01/18/2002

SUBJECT: Reflective Sheeting

Section 721, Materials for Signing, of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 721.06 beginning on page 721-4 and ending on page 721-12, and substitute the following:

907-721.06--Reflective Sheeting.

907-721.06.1--General. Retroreflective sheeting materials shall comply with all applicable requirements of ASTM Designation: D 4956, except as specifically modified herein, and must be listed on the Department's "Approved Sources of Materials".

Reflective sheeting shall be one of the following types.

Type III A high-intensity retroreflective sheeting. This shall be an encapsulated glass-bead or unmetallized microprismatic retroreflective material. This sheeting shall have a protected, pre-coated, pressure-sensitive adhesive backing.

Type VII A super high-intensity retroreflective sheeting. This shall be an unmetallized microprismatic retroreflective material. This sheeting shall have a protected, pre-coated, pressure sensitive adhesive backing.

Type VIII A super high-intensity retroreflective sheeting. This shall be an unmetallized microprismatic retroreflective material. This sheeting shall have a protected, pre-coated, pressure sensitive adhesive backing.

Type IX A very-high intensity retroreflective sheeting. This shall be an unmetallized, microprismatic retroreflective material. This sheeting shall have a protected, pre-coated, pressure sensitive, adhesive backing.

All other retroreflective sheeting shall be as shown in the plans.

907-721.06.2--Performance Requirements. The retroreflective sheeting shall have the following minimum brightness values at 0.2° and 0.5° observation angle (in addition 1.0° for Type IX sheeting) expressed as average candelas per footcandle per square foot of material.

Sheetings and inks processed and applied in accordance with the manufacturer's recommendations, shall perform effectively for the number of years stated below. The sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions or (2) the coefficient of retroreflection

is less than the minimum specified for that sheeting during the periods listed below. For screen printed transparent colored areas on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding color in the table.

Type III Sheeting Retain 85% of initial values listed in Table 1 through 7 years
Retain 80% of initial values listed in Table 1 between 7 & 10 years

Type VII Sheeting Retain 85% of initial values listed in Table 2 through 7 years
Retain 80% of initial values listed in Table 2 between 7 & 10 years
Retain 50% of initial values listed in Table 2 through 3 years (Fluorescent Orange)

Type VIII Sheeting Retain 85% of initial values listed in Table 3 through 7 years
Retain 80% of initial values listed in Table 3 between 7 & 10 years
Retain 50% of initial values listed in Table 3 through 3 years (Fluorescent Orange)
Retain 80% of initial values listed in Table 3 through 7 years (Fluorescent Yellow/Green) (Fluorescent Yellow)

Type IX Sheeting Retain 85% of initial values listed in Table 4 through 7 years
Retain 80% of initial values listed in Table 4 between 7 & 10 years
Retain 80% of initial values listed in Table 4 for 7 years (Fluorescent Yellow/Green)(Fluorescent Yellow)

MINIMUM COEFFICIENTS OF RETROREFLECTION

(Candela per foot candle per square foot) - cd/ft²

(Per ASTM E 810)

**TABLE 1
Type III Sheeting**

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue	Brown
0.2°	-4°	250	170	100	45	45	20	12
0.2°	+30°	150	100	60	25	25	11	8.5
0.5°	-4°	95	62	30	15	15	7.5	5.0
0.5°	+30°	65	45	25	10	10	5.0	3.5

**TABLE 2
Type VII Sheeting**

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Orange
0.2°	-4°	750	560	75	150	34	23	200
0.2°	+30°	430	320	43	86	20	10	85
0.5°	-4°	240	180	24	48	11	8	90
0.5°	+30°	135	100	14	27	6.0	4	50

**TABLE 3
Type VIII Sheeting**

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Orange	Fluorescent Yellow/ Green	Fluorescent Yellow
0.2°	-4°	700	525	70	105	42	21	200	480	375
0.2°	+30°	325	245	33	49	20	10	85	240	170
0.5°	-4°	250	190	25	38	15	7.5	90	235	165
0.5°	+30°	115	86	12	17	7	3.5	50	110	85

**TABLE 4
Type IX Sheeting**

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/ Green	Fluorescent Yellow
0.2°	-4.0°	380	285	38	76	17	325	240
0.2°	+30.0°	215	162	22	43	10	205	150
0.5°	-4.0°	240	180	24	48	11	240	165
0.5°	+30.0°	135	100	14	27	6.0	110	75
1.0°	-4.0°	80	60	8	16	3.6	65	45
1.0°	+30.0°	45	34	4.5	9	2.0	35	25

907-721.06.3--Certification. The Contractor shall require the supplier to furnish certified evidence and/or samples to the Engineer showing conformance to these requirements. Manufacturer's warranties or guarantees provided as customary trade practice shall be furnished the Department.

907-721.06.4--Color. Reflective sheeting shall meet the color requirements of ASTM Designation: D 4956. See Table 5 below for color specifications for fluorescent yellow green, fluorescent orange, and fluorescent yellow sheeting.

**TABLE 5
Color Specification Limits for New Sheeting (Daytime)**

Color	Chromaticity Coordinate <u>1</u>		Chromaticity Coordinate <u>2</u>		Chromaticity Coordinate <u>3</u>		Chromaticity Coordinate <u>4</u>		Total Luminance Factor Limit <u>Y?</u> <u>Min.</u>
	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	
Fluorescent Yellow Green	0.387	0.610	0.460	0.540	0.438	0.508	0.376	0.568	60%
Fluorescent Orange	0.562	0.350	0.645	0.355	0.570	0.429	0.506	0.404	30%
Fluorescent Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	40%

907-721.06.5--Adhesive. The retroreflective sheeting shall include a pre-coated pressure sensitive adhesive (ASTM Designation: D 4956, Class I) applied without the necessity of additional adhesive coats on the retroreflective sheeting or application surface.

The Class I adhesive shall be a pressure sensitive adhesive of the aggressive tack type requiring no heat solvent or other preparation for adhesion to smooth clean surfaces.

The protective liner attached to the adhesive shall be removed by peeling without soaking in water or other solutions and shall be easily removed after accelerated storage for four hours at 160° F under a weight of 2.5 pounds per square inch.

907-721.06.6--Additional Contract Requirements. In addition to the above requirements, the following requirements are applicable only when the sheeting material is being purchased for use in the MDOT Sign Shop.

907-721.06.6.1--Sheeting Manufacturer's Replacement Obligation. Where it can be shown that retroreflective traffic signs with Type III, Type VII, Type VIII, or Type IX sheeting supplied and used according to the sheeting manufacturer's recommendations have not met the performance requirements, the sheeting manufacturer shall replace the sheeting required to restore the sign surface to its original effectiveness during the entire 10 years. In addition, during the first seven (7) years the manufacturer of Type III, Type VII, Type VIII, or Type IX sheeting shall cover the cost of restoring the sign surface to its original effectiveness at no cost to the Department for materials and labor for both sign manufacture and installation.

907-721.06.6.2--Technical Assistance Requirements.

Instruction and Training. The manufacturer supplying the retroreflective sheeting shall provide at no additional cost the services of a qualified technician for instruction and training at the sign manufacturing facility. This instruction shall be provided bi-annually or when requested, and shall include but not be limited to training films, material application, equipment operation, silk screening techniques, packaging, storage, and other proven sign shop practices as they apply to the retroreflective sheeting supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications.

Technical Service. The sheeting manufacturer shall, without additional cost to the Department, provide the sign shop with competent technical service and product information including service on screen printing problems with the inks furnished by the manufacturer.

Equipment. The manufacturer supplying the retroreflective sheeting shall provide technical assistance for the recommended sheeting application equipment and certify that trained personnel shall be available on 72 hours notice to render such service necessary to adjust ink consistency or otherwise modify the application of silk screen equipment to accommodate use of manufacturer's sheeting. "Service" is understood to mean the capability of calibration and trouble shooting, as well as the training and retaining of personnel as required.

907-721.06.6.3--Warranty. Any warranties prepared by the manufacturer shall be included with the bid documents.

SPECIAL PROVISION NO. 906-3

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a

journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

SPECIAL PROVISION NO. 906-4

2000 MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM

ALTERNATE TRAINING SPECIAL PROVISION

PURPOSE

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

INTRODUCTION

The Year 2000 OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors follow uniform and basic procedures in training in keeping records of trainees' progress toward journey status, and in reporting trainees' successful completion or termination from the program.

FUNDING

MDOT will establish an annual OJT Fund in which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program, with a cap of \$50,000.00.

PROCEDURE

Trainee positions will be selected by prime and sub contractors and will not be project specific. Provided below are some of the factors that will be used to establish the number of trainee positions each contracting year, they are:

- number of contracts let during a contracting year
- dollar volume
- type of project
- location
- available trainees
- training program(s) submitted by contractor

Each contractor will submit a yearly certification with regard to their participation in the OJT Program. This certification will also identify the number of trainees each prime or sub contractor intends to train on either federal or state funded highway projects.

DISBURSEMENT OF FUNDS

Contractors will be paid \$3.00 rate for each hour of training performed by all trainees in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Request for payment will be submitted to the Contract Administration Office for approval.

Contractors must complete the form providing the following information to be reimbursed.

Contractor's Name _____
 Mailing Address _____

Trainee Name _____

Social Security Number _____

Type of Program _____

Total Number of Training Hours Required _____

Training Hours Completed for Reimbursement _____

Type of Statement: Monthly _____ Quarterly _____ Annual _____

Work Period or Time Frame	Project Number	Total Hours Worked By Project	Cumulative Hours in Program	Number of Hours to be paid on this Voucher

I hereby certify that this information is true... (Must have customary certification of information).

Signed by: _____ Date: _____

TRAINING PROGRAM APPROVAL

A. To use the OJT Program on highway construction projects, the contractor will notify the Department Contract Administration Office using the Request for On-the-Job Training Program Approval. The notification must include the following information:

- Trainee Starting Date
- Project number (s) trainee starting on
- Training program (classification) to be used; and
- Anticipated date of trainee employment
- Number of classroom training hours by subject

- B. If a contractor chooses to use a training program different from those listed in the OJT Program, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
 2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
 3. Minimum wage.
 4. Trainee certification of completion.
 5. Records and reports submitted to the Contract Administration Office on a quarterly basis.

DEPARTMENT RESPONSIBILITY

1. Department project staff will monitor trainees on the project. They will monitor payrolls for payment of correct wage rates and fringe benefits. The Contract Administration Office will maintain a master list by contractor name, project number, trainee name and trainee social security number to aid project staff in monitoring trainees who work on multiple projects.
2. The Contract Administration Office may elect to interview trainees periodically during the training period to assess their performance and training program. To facilitate the interviews, the Contract Administration Office will contact contractors for the location of the trainees.

CONTRACTOR RESPONSIBILITY

1. Trainees must be identified on payrolls (i.e. dragline trainee).
2. The contractor will submit a quarterly report of training hours completed by trainees to the Contract Administration Office by the tenth working day of the first month of the new quarter using the Federal-Aid Highway Construction Contractors Monthly Training Report form (CAD-322). The trainee must also be provided a copy of the report.
3. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the quarterly training report.
4. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper

records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.

5. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Contract Administration Office with an explanation (*refer to 2 above*).
6. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
7. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the Contract Administration Office must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
8. Program reimbursements will be made directly to the prime or sub contractor.

CLASSROOM TRAINING

1. Classroom training programs must be pre-approved by the Department, if the contractor wishes to count the hours toward the trainee's training program.
 2. Contractors will be reimbursed for classroom training hours after the trainee has completed 20 hours of work on a highway construction project.
 3. Reimbursement for classroom training will be limited to 40 hours per trainee per construction season.
- **NOTE:** All proposed classroom training must be submitted as part of the trainee's OJT training program.

WAGE RATE

1. The wage rate for all trainees is \$5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.
2. For the purpose of this training program, a quarter does not represent three months. The first two quarters of a 500-hour training program would end after 250 hours. On a 750-hour training program, the first two quarters would end after 375 hours, the third quarter after 560 or an additional 186 hours or work and the fourth after 750 hours.

JOURNEY WORKER RATIO

The ratio of trainee to journey will be less than 1:4 and not more than 1:10.

RECRUITMENT AND SELECTION PROCEDURES

- A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;
2. Has had at least one year of driving experience; and
3. Is occupying the seat next to the driver.

C. Recruitment

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.
2. The contractor must target minority, female or economically disadvantaged trainees.
3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the Contract Administration Office for review and approval. Approval must be obtained before the trainee can begin work under the training program.
4. Present employees will be screened for upgrading.

D. Selection

1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the Contract Administration Office with the other required information as part of the approval process for trainees.

- **NOTE:** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

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

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

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

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

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 907-102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

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

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

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

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda
issued prior to opening of bids)

Respectfully submitted, _____
Contractor

BY _____

TITLE _____

ADDRESS _____

Date _____, _____

(To be filled in if a corporation.)

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

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

BRIDGE REPAIR ON INTERSTATE 55 AT WILDWOOD ROAD, KNOWN AS MAINTENANCE NO. MP-3055-82(001) / 302568, IN THE COUNTY OF YAZOO, STATE OF MISSISSIPPI.

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

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DIRECT PAY ITEMS</u>									
(10)	618-B		0 square foot		Additional Construction Signs	10	0000	0	00
(20)	907-824-PP		40 each		Bridge Repair (Install 16" x 16" Laminated Bearing Pads) Per Plans				
(30)	907-824-PP		lump sum		Bridge Repair (Repair Bent No. 2 With Epoxy Mortar) Per Plans	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(40)	907-824-PP		lump sum		Bridge Repair (Repair Bent No. 4 With Epoxy Mortar) Per Plans	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SECTION 905

MP-3055-82(001) / 302568

PROPOSAL (Sheet No. 2- 2)

Yazoo County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT

SUBTOTAL - DIRECT PAY ITEMS.....\$ _____

DEPENDENT PAY ITEMS

(50)	618-A				lump sum Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(60)	620-A				lump sum Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ _____

SECTION 905

MP-3055-82(001) / 302568

PROPOSAL (Sheet No. 2- 3)

Yazoo County

TOTAL BID - DIRECT AND DEPENDENT ITEMS\$ _____

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.5955 AND SUPPLEMENT.

- 1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
- 3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

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

BIDDER'S SIGNATURE

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

COMBINATION BID PROPOSAL

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option ____* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____	_____ _____	_____ _____	_____ _____	
2. _____	_____ _____	_____ _____	_____ _____	_____ _____	
3. _____	_____ _____	_____ _____	_____ _____	_____ _____	
4. _____	_____ _____	_____ _____	_____ _____	_____ _____	
5. _____	_____ _____	_____ _____	_____ _____	_____ _____	
6. _____	_____ _____	_____ _____	_____ _____	_____ _____	
7. _____	_____ _____	_____ _____	_____ _____	_____ _____	
8. _____	_____ _____	_____ _____	_____ _____	_____ _____	

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

_____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.

_____ I (We) desire to be awarded work not to exceed _____ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED _____

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor _____

By _____

Title _____

CERTIFICATE MUST BE EXECUTED

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

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

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

penalty of perjury under the laws of the United States and the State of Mississippi that
_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

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

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

Executed on _____
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

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

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

penalty of perjury under the laws of the United States and the State of Mississippi that
_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

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

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

Executed on _____
Signature

S E C T I O N 9 0 2

CONTRACT FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

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

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

S E C T I O N 9 0 3

CONTRACT BOND FOR: _____

LOCATED IN THE COUNTY OF: _____

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____,

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

State of Mississippi in the sum of _____

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

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

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

_____ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain highways in the State of Mississippi as mentioned in said contract in accordance with the plans, specifications and special provisions therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

DATE: _____

PROJECT: MP-3055-82(001) / 302568

COUNTY: YAZOO

LOCATION: BRIDGE REPAIR ON INTERSTATE 55 AT WILDWOOD ROAD

A permit is issued to _____ for transporting loads exceeding the posted limit for any such bridge located on State designated routes within the project termini provided that such transport vehicles comply with all other governing statutory weight limits.

This permit is valid on all State designated routes from the point of origin to the point of delivery for materials and equipment utilized in construction of said project and also valid for sub-contractors and vendors upon written permission of the Contractor. The permit is non-transferable and no other haul permit for posted bridges will be issued to other individuals, vendors, or companies for construction of this project.

A copy of this signed permit shall be carried in all vehicles operating under the authority of this permit and also a copy of the Contractor's written permission when the vehicle is other than Contractor owned.

In accordance with State law, the above named Contractor will be liable for damages directly attributable to vehicles operating under this permit.

EXECUTIVE DIRECTOR