



SM No. CIM005503077

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF  
(NONEXEMPT)

2

Clearing, Milling, & Overlaying approximately 15 miles of I-55 near the Montgomery/Carroll County Line to MS.8, known as Federal Aid Project No. IM-0055-03(077)/103400, in the Counties of Montgomery, Carroll, & Grenada, State of Mississippi.

Project Completion: 140 Time Units

## 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](http://www.goMDOT.com)

**SECTION 900**  
**OF THE CURRENT**  
**(2004) STANDARD SPECIFICATIONS**  
**FOR ROAD AND BRIDGE CONSTRUCTION**  
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**JACKSON, MISSISSIPPI**

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

- \_\_\_\_\_ All unit prices 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, when required by contract, 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 Subsection 102.11).
- \_\_\_\_\_ 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 with project number identified on same. 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: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the 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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(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, January 25, 2005; 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, January 25, 2005, and shortly thereafter publicly opened for:

Clearing, Milling, and Overlaying approximately 15 miles of I-55, from 2.5 miles South of the Montgomery/Carroll County Line to Mississippi Highway 8, known as Federal Aid Project No. IM-0055-03(077) / 103400, in the Counties of Montgomery, Carroll, and Grenada, State of Mississippi.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

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.

**The award of this contract will be contingent upon the Contractor satisfying the DBE requirements.**

Bid proposals must be acquired from the MDOT Contract Administration Division. 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](http://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](mailto:plans@mdot.state.ms.us) or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Governing Specifications**

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

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

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Status of Right-of-Way, Utility Adjustments and Potentially Contaminated Sites**

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receipt of bids, it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way and utility adjustments and potentially contaminated sites are set forth in attachments entitled "Status of Right-of-Way", "Status of Utility Adjustments" and "Status of Potentially Contaminated Sites."

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

**STATUS OF RIGHT-OF-WAY**

IM-0055-03(077)

103400/301000

MONTGOMERY COUNTY

IM-0055-03(077)

103400/302000

CARROLL COUNTY

IM-0055-03(077)

103400/303000

GRENADA COUNTY

December 3, 2004

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

**NONE.**

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
IM-0055-03(077)  
103400/301000  
MONTGOMERY COUNTY  
November 16, 2004

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

This project is for overlay within existing Right of Way. There are no buildings in the contract to be removed.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
IM-0055-03(077)  
103400/302000  
CARROLL COUNTY  
November 16, 2004

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

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This project is for overlay within existing Right of Way. There are no buildings in the contract to be removed.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
IM-0055-03(077)  
103400/303000  
GRENADA COUNTY  
November 16, 2004

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

This project is for overlay within existing Right of Way. There are no buildings in the contract to be removed.

STATUS OF POTENTIALLY CONTAMINATED SITES  
IM-0055-03(077)  
103400/301000  
MONTGOMERY COUNTY  
November 16, 2004

THIS PROJECT IS FOR OVERLAY WITHIN EXISTING RIGHT OF WAY AND NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. ANY CONTAMINATION DISCOVERED ON EXISTING RIGHT OF WAY WILL BE HANDLED BY THE DEPARTMENT.

STATUS OF POTENTIALLY CONTAMINATED SITES  
IM-0055-03(077)  
103400/302000  
CARROLL COUNTY  
November 16, 2004

THIS PROJECT IS FOR OVERLAY WITHIN EXISTING RIGHT OF WAY AND NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. ANY CONTAMINATION DISCOVERED ON EXISTING RIGHT OF WAY WILL BE HANDLED BY THE DEPARTMENT.

STATUS OF POTENTIALLY CONTAMINATED SITES

IM-0055-03(077)

103400/303000

GRENADA COUNTY

November 16, 2004

THIS PROJECT IS FOR OVERLAY WITHIN EXISTING RIGHT OF WAY AND NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. ANY CONTAMINATION DISCOVERED ON EXISTING RIGHT OF WAY WILL BE HANDLED BY THE DEPARTMENT.

**UTILITY STATUS REPORT**

**IM-0055-03(077) / 103400**

**Montgomery, Carroll, and Grenada Counties**

**November 18, 2004**

This is to certify that there are no known utility conflicts associated with the above referenced project.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 7**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: On-The-Job Training Program**

Payment for training hours will be handled as outlined in Special Provision 906-4. A pay item for trainees will not 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.

**SUPPLEMENT TO NOTICE TO BIDDERS NO. 8**

**DATE: 05/03/2004**

The goal is 7 percent for the Disadvantaged Business Enterprise.

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

The bidder hereby gives assurance pursuant to the applicable requirements of "Transportation Equity Act for the 21<sup>st</sup> Century -- TEA-21" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

A pre-bid meeting will be held in the first floor auditorium of the Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 8**

**CODE: (IS)**

**DATE: 05/03/2004**

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

This contract is subject to the "Transportation Equity act for the 21st Century -- TEA-21" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights  
Mississippi Department of Transportation  
P. O. Box 1850  
Jackson, Mississippi 39215-1850

## **POLICY**

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

## **ASSURANCES THAT CONTRACTORS MUST TAKE:**

MDOT will require that each contract which MDOT signs with a subrecipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

### **DEFINITIONS**

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

### **CONTRACTOR'S OBLIGATION**

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. All work performed by a certified DBE firm is considered to be a “race neutral” measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor’s work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit. DBE credit is received when the DBE firm is paid.

### **CONTRACT GOAL**

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

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

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- (7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

### **DIRECTORY**

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation.

To count toward meeting the goal, the DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal. DBE credit is received only when the DBE firm has been paid for the work they performed on the project.

### **REPLACEMENT**

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. All DBE replacements must be approved by the Department.

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

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

### **GOOD FAITH EFFORTS**

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

- (a) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

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

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

### **PARTICIPATION / DBE CREDIT**

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

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture. The joint venturer must submit a Joint Venture Eligibility Form provided by the Mississippi Department of Transportation.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The

Contractor may count 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

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

### **AWARD**

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.
- (3) Bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

### **DEFAULT**

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

## **DBE REPORTS**

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

## **SANCTIONS**

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

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 10**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: DBE Participation and Payment**

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-484 has been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20<sup>th</sup> of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Form OCR-484 can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at [www.gomdot.com](http://www.gomdot.com) under the *Business Section, Construction Contracts and Bidding, Disadvantaged Business Enterprise (DBE), Applications and Forms for the DBE Program*.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 12**

**CODE: (IS)**

**DATE: 05/03/2004**

**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 7<sup>th</sup> 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. 13

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Submission of Form OCR-485

Bidders are hereby advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal package**. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered **irregular**.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 15**

**CODE: (SP)**

**DATE: 05/03/2004**

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

**PROJECT: IM-0055-03(077) / 103400 - Montgomery, Carroll, and Grenada Counties**

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

The Department has acquired Certificate of Permit Coverage MSR-103353 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Construction Notice of Intent (CNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder assumes the responsibility for meeting all permit terms and conditions and for performing permit requirements including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

In accordance with Part IV.B, the Contractor shall display proof of coverage at a conspicuous place accessible by the public on or at the edge of the construction site.

The Contractor shall make inspections in accordance with Part IV.D and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the form provided in Part VII with the inspection portion completed shall be sufficient. The weekly inspections must be documented on the Monthly Inspection Report and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

An amount equal to 25 percent (25%) of the total estimated value of the work performed during each period in which the Contractor fails to submit the completed monthly Inspection Report and Certification Form to the Project Engineer will be withheld from the Contractor's earned work. Thereafter, on subsequent successive estimate periods, the percentage withheld will be increased at the rate of 25 percent per estimate period in which the non-conformance with this specification continues. Monies withheld for this non-conformance will be released for payment on the next monthly estimate for partial payment following the date the submittal of the completed Monthly Inspection Report and Certification Form is brought back into compliance with this specification.

Upon successful completion of all permanent erosion and sediment controls for a covered project, accepted and documented by the Engineer, a completed Notice of Termination (NOT) of Coverage form (provided in Part VIII.) shall be submitted to the Office of Pollution Control. All the monthly inspection forms will be submitted at this time with the Notice of Termination (NOT) of Coverage form. If no sediment and erosion control problems are identified, the prime contractor will receive a termination letter from the Office of Pollution Control.

In summary, prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1). Also, prior to the commencement of construction on the project, the Contractor shall transmit by letter an original signed copy of the completed Prime Contractor Certification (Form No. 2) to the Office of Pollution Control, P.O. Box 10385, Jackson, Mississippi 39289-0385. Copies of the completed Prime Contractor Certification (Form No. 2) and letter of transmittal shall be furnished the Project Engineer as proof of the required filing with the Office of Pollution Control. At project completion, when accepted and documented by the Engineer, a Notice of Termination of Coverage will be submitted to the Office of Pollution Control along with all monthly inspection forms.

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 152**

**CODE: (IS)**

**DATE: 07/15/2004**

**SUBJECT: Fiber Reinforced Concrete**

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 204

CODE: (IS)

DATE: 09/01/2004

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.

464	631.02	Change the subsection reference for Water from “714.01.0” to “714.01.1”.
575	683.10.4	Change the subsection number from “683.10.4” to “683.04”.
575	683.10.5	Change the subsection number from “683.10.5” to “683.05”.
596	701.02	In the table under the column titled “Cementations material required”, change Class F, FA” to “Class F FA,”.
603	702.11	In the first sentence, change “702.12” to “Subsection 702.12”.
612	703.04.2	In the fifth paragraph, delete “Subsection 703.11 and”.
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.
618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.

- 879 804.03.19.3.2 In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
- 962 814.02.3 In the first sentence, change “710.03” to “Subsection 710.03”.
- 976 820.03.2.1 In the first sentence, change “803.02.6” to “803.03.1.7”.
- 976 820.03.2.2 In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
- 985 Index Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.
- 985 Index Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
- 985 Index Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
- 986 Index Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
- 988 Index Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
- 988 Index Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
- 999 Index Delete “501.03.3.3” as a subsection reference for Truck Mixers.
- 1001 Index Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
- 1002 Index Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
- 1007 Index Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
- 1007 Index Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
- 1009 Index Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
- 1010 Index Delete reference to “Working Day, Definition of”.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO BIDDERS NO. 303**

**CODE: (SP)**

**DATE: 12/10/2004**

**SUBJECT: Petroleum Products Base Prices For Contracts Let in January, 2005**

**REFERENCE: Subsection 109.07**

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$1.4825	\$0.3916
Diesel	\$1.6150	\$0.4266

MATERIALS OF CONSTRUCTION

<u>ASPHALT CEMENT</u>	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
Viscosity Grade AC-5	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-10	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-20	\$0.8159	\$193.57	\$0.2155	\$213.37
Viscosity Grade AC-30	\$0.8159	\$193.57	\$0.2155	\$213.37
Grade PG 64-22	\$0.8184	\$194.17	\$0.2162	\$214.03
Grade PG 67-22	\$0.8079	\$191.67	\$0.2134	\$211.28
Grade PG 76-22	\$1.2085	\$286.71	\$0.3192	\$316.04
Grade PG 82-22	\$1.3935	\$330.60	\$0.3681	\$364.42

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$0.7570	\$0.2000
Grade RS-2C (CRS-2)	\$0.7858	\$0.2076
Grade CRS-2P	\$0.9093	\$0.2402

PRIMES

Grade EA-1 & MC-70	\$1.0203	\$0.2695
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## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 314

CODE: (SP)

DATE: 11/23/2004

SUBJECT: Contract Time

PROJECT: IM-0055-03(077) / 103400 - Montgomery, Carroll, and Grenada Counties

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued by not later than **February 9, 2005** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be **March 10, 2005**.

Should the Contractor request a Notice to Proceed earlier than **March 10, 2005**, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

Allowable Time Units will be **140**.

The contract time has been based on Column "**D**" of the Table of Time Units, in Subsection 108.06.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 315

CODE: (SP)

DATE: 11/23/2004

SUBJECT: Specialty Items

PROJECT: IM-0055-03(077) / 103400--MONTGOMERY, CARROLL, & GRENADA COUNTY(IES)

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

### CATEGORY: EROSION CONTROL

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Ref No	Pay Item	Description
110	213-C	Superphosphate
130	907-225-A	Grassing
140	907-225-B	Agricultural Limestone

### CATEGORY: GUARDRAIL

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Ref No	Pay Item	Description
390	606-A	Guard Post, Type II Modified
400	606-B	Guard Rail, Class A, Type 1
410	606-C	Guard Rail, Cable Anchor, Type 1
420	606-D	Guard Rail, Bridge End Section, Type I
430	606-E	Guard Rail, Terminal End Section
440	606-E	Guard Rail, Terminal End Section
450	907-606-PP	Remove and Replace Guard Rail Blockouts
670	630-F	Delineators, Guard Rail, White
680	630-F	Delineators, Guard Rail, Yellow
730	630-G	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted

### CATEGORY: PAVEMENT MARKING

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Ref No	Pay Item	Description
570	626-A	6" Thermoplastic Traffic Stripe, Skip White
580	626-C	6" Thermoplastic Edge Stripe, Continuous White
590	626-F	6" Thermoplastic Edge Stripe, Continuous Yellow
600	626-G	Thermoplastic Detail Stripe, White

**CATEGORY: PAVEMENT MARKING**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
610	626-G	Thermoplastic Detail Stripe, Yellow
620	626-H	Thermoplastic Legend, White
630	627-K	Red-Clear Reflective High Performance Raised Markers
640	628-I	6" High Performance Cold Plastic Traffic Stripe, Skip White
650	628-J	6" High Performance Cold Plastic Traffic Stripe, Continuous White
660	628-M	6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow

**CATEGORY: SIGNING**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
690	630-F	Delineators, Post Mounted, Double White
700	630-F	Delineators, Post Mounted, Double Yellow
710	630-F	Delineators, Post Mounted, Single White
720	630-F	Delineators, Post Mounted, Single Yellow

**CATEGORY: TRAFFIC CONTROL**

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<b>Ref No</b>	<b>Pay Item</b>	<b>Description</b>
460	619-A1	Temporary Traffic Stripe, Continuous White
470	619-A2	Temporary Traffic Stripe, Continuous Yellow
480	619-A3	Temporary Traffic Stripe, Skip White
490	619-A5	Temporary Traffic Stripe, Detail
500	619-A6	Temporary Traffic Stripe, Legend
510	619-D1	Standard Roadside Construction Signs, Less than 10 Square Feet
520	619-D2	Standard Roadside Construction Signs, 10 Square Feet or More
530	907-619-E3	Changeable Message Sign
540	619-G4	Barricades, Type III, Double Faced
550	619-G4	Barricades, Type III, Single Faced
560	619-G5	Free Standing Plastic Drums

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 348**

**CODE: (SP)**

**DATE: 12/03/2004**

**SUBJECT: Current Traffic & Estimated Accumulated ESALs**

**PROJECT: IM-0055-03(077) / 103400 – Montgomery, Carroll, and Grenada Counties**

Bidders are hereby advised of the current traffic and estimated accumulated ESALs. See page 5 of Special Provision 907-403-17 for further reference.

I-55 – from US 82 to 2.5 miles south of the Carroll County Line			
Year	Projected ADT	Average 18 kip Axle Loads per 1,000 Vehicles	Cumulative Thousands Of 18 k ESALs From Base Year
2005	15,000	1614	0
2012	20,000	2152	13344

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 -NOTICE TO BIDDERS NO.349**

**CODE: (SP)**

**DATE: 12/03/2004**

**SUBJECT: Clearing and Grubbing**

**PROJECT: IM-0055-03(077)/103400 – Montgomery, Carroll & Grenada Counties**

Bidders are advised of the following requirements applicable to clearing and grubbing.

The clearing zone shall be limited to a maximum length of four consecutive miles. All operations associated with logging, clearing and grubbing and reshaping of roadway side slopes shall be contained within the clearing zone. Grassing of the slopes must begin upon the completion of a maximum of four consecutive miles of slope reshaping. No more than two simultaneous clearing zones, one in each direction, will be allowed within the project limits. Lane closure requirements as noted in the plans shall apply to the clearing zones.

Burning of waste vegetation, debris, etc. resulting from clearing and grubbing operations will not be allowed on the interstate right-of-way. Burning on adjacent private property that might result in a traffic hazard will likewise not be permitted.

Logging, clearing, grubbing, chip/debris/vegetation removal and erosion control operations must be performed during daylight hours. Any of these operations that are underway within 30' of the outside edge of the travel lane are to be performed behind the appropriate shoulder/lane closures as specified elsewhere within the contract or as directed by the Engineer. Accumulations of chips and clearing debris shall not be allowed to remain within 30' of the outside edge of the travel lane.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 -NOTICE TO BIDDERS NO.350**

**CODE: (SP)**

**DATE: 12/03/2004**

**SUBJECT: Lane Closure Restrictions**

**PROJECT: IM-0055-03(077) / 103400 – Montgomery, Carroll & Grenada Counties**

Bidders are hereby advised of the following lane closure restrictions.

Work requiring a lane closure shall begin within one (1) hour of completion of the closure set-up. Lane closures will be allowed only at times when work requiring a lane closure is underway except as follows.

Lane closures may remain in place overnight:

- To allow for cooling of a lift of hot mix place during the day. If work is completed in such a lane closure, the closure shall be moved or removed by 8:00 of the following morning.
- To restrict public access to a section of roadway that has been cold milled resulting in a longitudinal drop-off that exceeds the Department's allowable drop-off policy.
- To restrict public access to a section of roadway that is undergoing full depth concrete repair.

Lane closures that remain in place overnight shall comply with the requirements of the plans for Extended Period lane closures.

Changes or variances from the listed restrictions shall be submitted to the Project Engineer for review and approval.

SUPPLEMENT TO FORM FHWA-1273

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in Wage Determination Decision No. MS030021 dated 6/13/2003.

**AREA 2 - COUNTIES**

BOLIVAR, CARROLL, COAHOMA, GRENADA, LEFLORE, MONTGOMERY, PANOLA, QUITMAN, SUNFLOWER, TALLAHATCHIE, TATE, TUNICA, WASHINGTON AND YALOBUSHA

<u>PAYROLL CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM HOURLY WAGE RATE</u>
100	Air Tool Operator (Jack Hammer/Air Comp.)	\$5.15
105	Asphalt Raker	6.55
108	Mason Tender (Cement Mason Helper)	6.84
110	Carpenter	8.56
120	Cement Mason (Finisher)	8.07
130	Electrician	16.34
131	Mechanic (Heavy Equipment)	8.83
135	Oiler-Greaser	7.60
140	Form Setter	7.00
145	Grade Checker (Asphalt Crew)	7.50
150	Ironworker, Reinforcing (Tie Steel)	8.00
155	Ironworker, Structural	7.26
160	Laborer, Unskilled	6.12
165	Pipelayer	7.42
175	Painter (Structural Steel)	8.23
180	Piledriverman	7.71
185	Truck Driver (All Types)	6.66
190	Joint Filler	5.15
195	Joint Setter	5.15
197	Welder	9.03

**POWER EQUIPMENT OPERATORS**

205	Aggregate Spreader Operator	6.75
212	Asphalt Broom (Sweeper) Operator	5.75
214	Asphalt Paving Machine/Spreader Operator	7.47
215	Asphalt Distributor Operator	7.30
216	Asphalt Plant Operator	6.85
220	Backhoe (Shovel) Operator	8.72
225	Bulldozer Operator	8.83
235	Concrete Finishing/Curing Machine Operator	7.25
240	Concrete Paving Machine Operator (Spreader)	9.00
250	Concrete Saw Operator	8.30
255	Concrete Breaker & Hydro-Hammer Operator	8.24
270	Loader (All Types)	7.95
275	Milling Machine Operator	7.40
280	Mixer Operator (All Types)	6.00
285	Motor Patrol (Grader) Operator	9.22
290	Mulcher Machine Operator	6.00
295	Earth Auger Operator	8.00
300	Piledriver Machine Operator	10.50
305	Roller Operator (Self-Propelled)	6.57
310	Scraper Operator (All Types)	8.05
315	Striping Machine Operator	12.50
320	Tractor Operator (Track Type)	7.14
325	Tractor Operator (Wheel Type)	6.26
330	Trenching Machine Operator	8.01
350	Crusher Feeder Machine Operator	5.50
360	Crane (Dragline) Operator	9.47
365	Guardrail Post Driver	6.75

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

**SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 6/15/94

**SUBJECT: Final Certificate and Contract Provisions for Subcontracts**

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

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

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

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

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

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ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be

taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward

qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

**1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

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

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

**2. Classification:**

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

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

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

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

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

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

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

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

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

**3. Payment of Fringe Benefits:**

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

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

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

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees:

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

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

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

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the

same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **7. Overtime Requirements:**

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

#### **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

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

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

### **V. STATEMENTS AND PAYROLLS**

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

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

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

#### **2. Payrolls and Payroll Records:**

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

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

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

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

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

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned,

without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

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

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

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

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

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

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

## VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary,

hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification - Primary Covered Transactions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
 Until further notice	 Goals for minority participation for each trade (percent)
 SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport-----	19.2
Jackson-----	30.3
 SMSA Counties:	
Desoto-----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson-----	16.9
 Non-SMSA Counties:	
George, Greene -----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
Adams, Amite, Wilkinson-----	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.
5. The notification required in Paragraph 3 shall be addressed to the following:

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-104-1**

**CODE: (IS)**

**DATE: 05/03/2004**

**SUBJECT: Partnering Process**

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

**907-104.01--Intent of Contract.** At the end of Subsection 104.01 on Page 24, add the following:

**907-104.01.1--Partnering Process.**

### **COVENANT OF GOOD FAITH AND FAIR DEALING:**

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The contractor and the Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- A. Each will function within the laws and statutes applicable to their duties and responsibilities.
- B. Each will assist in the other's performance.
- C. Each will avoid hindering the other's performance.
- D. Each will proceed to fulfill its obligations diligently.
- E. Each will cooperate in the common endeavor of the contract.

### **VOLUNTARY PARTNERING:**

The Mississippi Department of Transportation intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and supplier. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in make-up, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partnering initiative prior to starting of work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the preconstruction conference, the contractor's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The Contractor working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel, the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA and key local government personnel will be also be invited to attend as necessary. The contractors and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the contractor and Mississippi Department of Transportation.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-107.14.2--Liability Insurance.** Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$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.** The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

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

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

Coverage shall include:

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

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-225-1**

**CODE: (IS)**

**DATE: 09/23/2004**

**SUBJECT: Grassing**

Section 907-225, Grassing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-225.04--Method of Measurement.** After the second sentence of Subsection 225.04 on page 163, add the following:

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

**907-225.05--Basis of Payment.** After the first paragraph of Subsection 225.05 on page 163, add the following:

Agricultural limestone will be paid for at the contract unit price per ton. Grade "A" agricultural limestone with an equivalent neutralizing value (ENV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (1/2) the contract unit price per ton. No payment will be made for Grade "A" agricultural limestone with an ENV less than 60.0%.

Delete the first pay item listed on page 163 and substitute the following:

907-225-A: Grassing	- per acre
907-225-B: Agricultural Limestone	- per ton

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-226-1

CODE: (IS)

DATE: 06/23/2004

SUBJECT: Temporary Grassing

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

## SECTION 907-226 -- TEMPORARY GRASSING

**907-226.01--Description.** This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce rapid-growing grasses, grains or legumes to provide an initial, temporary cover of grass. This work includes ground preparation, fertilizing, seeding and mulching necessary to establish a satisfactory growth of temporary grass.

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

### **907-226.02--Materials.**

**907-226.02.1--Fertilizers.** Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients and agricultural limestone.

All fertilizer shall comply with the State fertilizer laws and the requirements of these specifications.

Fertilizers shall meet the requirements of Subsection 715.02.

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

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

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

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

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

**907-226.03--Construction Requirements.** When the payment for temporary grassing is made using individual pay items, the rate of application shall not exceed the rate shown on the temporary vegetation schedule, unless otherwise approved by the Engineer. Any unauthorized overage due to increased application rates will not be measured for payment.

**907-226.03.1--Ground Preparation.**

**907-226.03.1.1--General.** Any equipment used for ground preparation shall be approved units suitable to perform the work and subject to the requirements of Subsection 108.05.

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

**907-226.03.1.2--Light Ground Preparation.** Light ground preparation consists of scratching the surface with a close-tooth harrow, disk-harrow, or similar equipment. The depth of scratching should be at least three-quarters inch but not deep enough to damage existing grasses of the type being planted.

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

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

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

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

All fertilizer should be incorporated within 24 hours following spreading.

**907-226.03.3--Seeding.**

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

The required type of seeds, recommended rates of application and recommended planting dates of seeds are shown in the vegetation schedule on the plans. It is the Contractor's responsibility to apply an ample amount of each type of seed to produce a satisfactory growth of grass and of the seed type required.

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

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

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

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

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

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

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

**907-226.03.4--Mulching.**

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

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

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

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

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

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

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

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

**907-226.04--Method of Measurement.** When a pay item for temporary grassing is included in the plans, temporary grassing will be measured by the acre. Acceptance will be based on a satisfactory growth and coverage of seeds planted. When a pay item for temporary grassing is not included in the plans, temporary grassing shall be measured for payment using the appropriate pay items in the contract.

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

Payment will be made under:

907-226-A: Temporary Grassing

- per acre

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-403-1**

**CODE: (SP)**

**DATE: 05/03/2004**

**SUBJECT: Maintained Hot Mix Asphalt (HMA)**

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

## **SECTION 907-403 – MAINTAINED HOT MIX ASPHALT PAVEMENT**

### **907-403.01--General.**

**907-403.01.1--Description.** This work will consist of the construction and maintenance of Hot Mix Asphalt (HMA) pavement in conformance with the lines and grades shown on the plans or as designated by the Department.

The Contractor will maintain the finished roadway and ramps for a period of seven years. The maintenance period will commence on the date of the full maintenance release as documented in writing by the State Construction Engineer. The Contractor shall have no obligation to monitor or review the finished roadway or ramp at any time during the seven (7)-year maintenance period, as set out herein. The Contractor's only obligation is to perform required remedial work after first having been given notice by the Department of the need for such work. In all other respects, project closeout will proceed in accordance with MDOT Standard Operating Procedures.

Sections 401, 702 and 703 of the Standard Specifications are deleted for this item of work..

The provisions of this Special Provision will apply to all HMA placed on the finished roadway and ramps.

The maintenance work referenced in the special provision does not nor is intended to include routine maintenance work. The referenced maintenance work consists of remedial work deemed to be necessary as a result of evaluation criteria established on the basis of the Distress Identification Manual for Long-Term Pavement Performance (LTPP) Program published by Strategic Highway Research Program (SHRP).

**907-403.01.2--Maintenance.** Upon full maintenance release as documented above, a single term 7-year maintenance bond will be in effect for the entire period. The bonding company is required to have an A.M. Best rating of "A-" or better and the Contractor will provide proof of a 7-year bond commitment before execution of the contract.

The 7-year maintenance bond will be \$ 2,000,000 for the HMA pavement. The bond will insure the proper and prompt completion of required maintenance work following the completion of the

pavement, including payments for all labor performed, equipment and materials used in accordance with this specification.

All remedial work will be in accordance with Subsection 907-403.01.5. At the end of the maintenance period, the Contractor will be released from further maintenance work or responsibility, provided all previous maintenance work has been completed.

**907-403.01.3--Documentation.** Prior to the start of construction, the Contractor shall provide the Department with a Project Management Plan which will include but not be limited to: the proposed Job Mix Formula (JMF), the method of developing the JMF, all JMF testing, a list of materials and their test properties, a quality control plan and construction plan that includes lift thickness and lane widths. The job mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The purpose of the Contractor's Project Management Plan is to provide sufficient information to adequately inform the Department of proposed project activities.

Appendix 'A' is provided for the Contractor's information and may be used in developing applicable sections of the Contractor's Project Management Plan.

Within ten (10) working days of receiving the Contractor's Project Management Plan, the Engineer will approve said plan as to meeting the requirements of this specification.

If deemed necessary, the Contractor may submit a revised Project Management Plan.

Prior to final inspection, the Contractor shall provide the Department with copies of records for any quality control testing of mixture properties and roadway density tests conducted during the construction of the project.

**907-403.01.4--Conflict Resolution Team.** The Conflict Resolution team shall consist of two Contractor representatives, two Department (one District & one Central Office) representatives, and a third party representative mutually agreed upon by both the Department and the Contractor. The cost of third party representative will be shared equally between the Department and the Contractor. The team members will be identified in writing prior to the start of paving. The Conflict Resolution Team may perform a distress survey of the pavement as defined by this special provision if necessary and will have the final authority to make decisions if conflict occurs. Prior to conducting such a survey, team members will receive the standard Department training given to pavement distress raters. Decisions rendered by the Conflict Resolution Team will require a simple majority, with a vote of all five members being required.

**907-403.01.5--Remedial Work.** During the maintenance period, the remedial work, if necessary, will be performed at no additional cost to the State and will be based on the results of the Department's pavement distress survey as referenced in Subsection 907-403.01.5.1. The materials to be used for remedial work will be the joint decision of the Contractor and the Department. Should an impasse develop, the Conflict Resolution Team will render a final decision.

During the maintenance period, the Contractor may, but has no obligation to, monitor the pavement in question using nondestructive procedures. All proposed remedial action(s) will be coordinated with the Department.

Coring, milling or other destructive procedures may not be performed by the Contractor, without prior consent of the Department. The Contractor will not be responsible for damages as a direct result of coring, milling or other destructive procedures conducted by the Department.

**907-403.01.5.1--Pavement Distress Indicators, Thresholds and Remedial Action.** The *Distress Identification Manual for the Long-Term pavement Performance Program* (U.S. Department of Transportation Federal Highway Administration Publication No. FHWA-RD-03-031) will be used as the basis for identifying the type, quantity and severity level for each applicable pavement distress. After each distress has been identified and quantified, MDOT will utilize DEDUCT CURVE VIEWER v2.0 software application to determine the amount of deduct points produced by each quantified pavement distress. Both publication FHWA-RD-03-031 and the DEDUCT CURVE VIEWER v2.0 software application are available for distribution upon request by contacting the Department's Research Division.

MDOT will conduct pavement distress surveys on the mainline and/or ramps by dividing the project into nominal one (1) mile sections. Each section will be divided into ten approximately 500-foot long segments. Two 500-foot segments in each section will be evaluated for pavement distress at the approximate third points of the section.

As a minimum, MDOT will conduct the distress surveys annually. The Contractor will be advised prior to conducting the survey. The results will be made available to the Contractor, District, Central Office (Construction), and FHWA within 30 days. If the Contractor disputes the survey findings, written notification of the dispute will be made to the Department within 15 days from the date the Contractor received the results.

If any of the threshold levels are met or exceeded and the Contractor agrees to the validity of the pavement distress survey, the Contractor will remedy the distress. If the Contractor does not agree with the pavement distress survey results, the Conflict Resolution Team will resolve the dispute within 30 days from the date the Contractor received the results.

Remedial action will be taken in all segments of the project where the threshold is met or exceeded. If areas outside the survey segments are suspected of meeting or exceeding a threshold level, the Department will conduct the distress survey in other randomly located 500-foot sections to see if a threshold level has been met or exceeded. Unless disputed, remedial action will be taken within 45 days of the survey that indicated the threshold is met or exceeded provided that conditions and weather are acceptable as determined by the Department. Remedial action will be applied to the entire segment(s) in which the threshold is met or exceeded unless otherwise noted under remedial action. If anytime during the maintenance period, 30 percent or more of the total project segments require or have received any remedial action, then the entire project will receive a remedial action as determined by the Contractor and the Department. If an impasse develops, the Conflict Resolution Team will make a final determination.

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

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

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

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

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Alligator Cracking	10.0	Remove and replace distressed layer(s). The removal area shall be equal to 150% (to include the full lane width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	15.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Block Cracking	3.0	Remove and replace distressed layer(s). The removal area shall be equal to 110% (to include the full lane/ramp width) of the distressed surface area to a depth not to exceed the materials placed on this contract.
	5.0	Remove and replace distressed layer(s) of the segment to a depth not to exceed the materials placed on this contract.
Reflection Cracking	9.0	Seal cracks according to the current Department SOP.
Edge Cracking	3.0	Remove and replace distressed surface. The removal area shall be equal to 110% of the distressed surface area.
Longitudinal Cracking	4.0	Seal cracks according to the current Department SOP.
	6.0	Remove and replace surface layer full depth in the segment.
Transverse Cracking	3.0	Seal cracks according to the current Department SOP.
	5.0	Remove and replace distressed layer(s) to a depth not to exceed the materials placed on this contract for the segment.

DISTRESS TYPE	THRESHOLD LEVELS (Deduct Points)	REMEDIAL ACTION
Potholes	5.0	Remove and replace distressed surface. The removal area shall be equal to 150% of the distressed surface area.
	12.0	Remove and replace surface layer or patch potholes as outlined above and place a 1.25 inch overlay with a 9.5 mm mixture which meets current MDOT specifications for the segment.
Rutting *	5.0	Diamond Grind surface of the segment and fog seal with 0.1 gal/sy of asphalt emulsion diluted 50/50 with water.
	7.0	Remove and replace surface layer for the segment.
Raveling / Segregation	0.2	Remove and replace distressed surface. The removal area shall be equal to 150% (to include the full lane/ramp width) of the distressed surface area.
	0.6	Remove and replace surface layer for the full pavement width and place a 1.25 inch overlay with a 9.5-mm mixture which meets current MDOT specifications for the segment.
Surface Bleeding	0.4	Remove and replace distressed surface mixture full depth for the segment.
Friction Number**	Average Min. 35 No Value Below 25	Remove and replace surface mixture full depth for the segment.

\* The Contractor will be relieved of the responsibility for remedial action if the estimated accumulated ESALs based on a current traffic count are 100% above the projected seventh year accumulated ESALs.

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

**907-403.01.6--Elective Preventive Maintenance.** Elective preventative maintenance shall be a Contractor option with the concurrence of the Department.

**907-403.01.7--Traffic Control.** This work shall be in accordance with Section 618 and Section 619 of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction and as follows. During maintenance work operations, all signing and traffic control will be in accordance with the Manual on Uniform Traffic Control and Devices.

**907-403.01.8--Acceptance Procedure for Pavement Smoothness.**

**907-403.01.8.1--General.** When compaction is completed, the lift shall have a uniform surface and be in reasonably close conformity with the line, grade and cross section shown on the plans.

The smoothness of the final surface lift will be determined by using a profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-403.01.8.2.

The smoothness of the final surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the profilograph are acceleration and deceleration lanes, tapered sections, transition sections (for width), shoulders, crossovers, ramps, side street returns, etc. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the superelevation transition of such curves are excluded from a test with the profilograph. The profilogram shall terminate 15 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract.

A profilogram will be made on the final surface lift. The measurements will be made in the outside wheel path of exterior lanes and either wheel path of interior lanes. The wheel path is designated as being located three feet from the edge of pavement or longitudinal joint. The testing will be limited to a single profilogram for each lane except that a second profilogram will be made on the lots that have been surface corrected. Other profilograms may be made only to define the limits that are out of tolerance.

Acceptance will be made on a segment to segment basis for pavement smoothness. No segment of the lift with a profile index greater than 30.0 inches per mile shall be allowed to remain in place without correction. For the purpose of determining pavement smoothness and contract price adjustment for rideability, each day's production will be sub-divided into sections which terminate at bridges, transverse joints or other interruptions. Each section will be sub-divided into segments of 528 feet. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of the profile index. The last 15 feet of a day's lift may not be obtainable until the lift is continued and for this reason may be included in the subsequent segment.

A profile index will be determined for each segment as inches per mile in excess of the "Zero" blanking band which is simply referred to as the "Profile Index". From the profilogram of each segment, the scallops above and below the "Zero" blanking band are totaled in tenths of an inch. The totaled count of tenths is converted to inches per mile to establish a smoothness profile index for that segment.

Individual bumps and/or dips that are identified on the profilogram by locating vertical deviations that exceed four tenths of an inch when measured from a chord length of 25 feet or less shall be corrected regardless of the profile index value of the segment.

Scheduling will be the responsibility of the Contractor with approval of the Engineer, and the tests shall be conducted within 72 hours after each day's production unless authorized otherwise by the Engineer. The Contractor will be responsible for traffic control associated with this testing operation.

**907-403.01.8.2--Computerized Profilograph.**

**907-403.01.8.2.1--General** The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the roadway. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to each 528 feet of continuous pavement section. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallops above and below the blanking band are then detected and totaled according to the

California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (4/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length of the measurement, and the raw inches for each tenth mile segment.

**907-403.01.8.2.2--Mechanical Requirements.** The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

**907-403.01.8.2.3--Computer Requirements.** The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of roadway. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the roadway shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show "must correct" locations on the printout. The computer must have the ability to display on screen "must correct" conditions and alert the user with an audible warning when a "must correct" location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and IBM compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

**907-403.01.9--Third Party Rights.** The Contractor's duties herein extend for the benefit of the Department, and no other duties, express or implied, are created herein. No third parties shall have the right to bring any claims, causes of actions, suits, demands, civil actions or any proceedings for any breach of any duty arising hereunder unless said third party can demonstrate an express contractual relationship with or through the Contractor (as a Subcontractor of any tier) which entitles it to the benefit of the duties set out herein.

**907-403.02--Blank.**

**907-403.03--Truck Scales.** The specifications, tolerances and regulations for commercial weighing and measuring devices as recommended by the National Bureau of Standards [National Institute of Standards and Technology (NIST) Handbook 44] shall govern truck scales used in the State of Mississippi, except weighing devices with a capacity of ten thousand (10,000) pounds or more used to weigh road construction materials (i.e. sand, gravel, asphalt, fill dirt, topsoil and concrete) shall have a tolerance of one-half of one percent (1/2 of 1%) in lieu of the requirements of Handbook 44 and shall be regulated by the Mississippi Department of Transportation.

Scales shall be checked and certified by a scale company certified in heavy truck weights by the Mississippi Department of Agriculture and Commerce. In the case of scales used for measurement of materials on Department of Transportation projects, certification shall be performed in the presence of an authorized representative of the Department or a copy of the certification may be furnished for scales that have been checked and certified within the last six months for use on other Department of Transportation projects and are still in the position where previously tested. Scales that have not been checked and certified under NIST Handbook 44 guidelines, except for the herein modified tolerances allowed, shall be so checked and certified prior to use for measurement of materials on Department of Transportation projects. Tests shall be continued on six month intervals with the test conducted in the presence of an authorized representative of the Department.

Truck scales shall be accurate to one-half of one percent of the applied load, shall be sensitive to 20 pounds, and shall have a graduation of not more than 20 pounds.

The Contractor may use an electronic weighing system in lieu of truck scales.

The Contractor shall provide MDOT with a certified copy of the haul tickets as required below. All recorded weights shall be in pounds and shall be accurate to within one-half of one percent of the true weight, and the system shall be sensitive to 20 pounds. The Engineer may require random loads to be checked on certified platform scales at no cost to the Department.

When an electronic weighing system utilizes the plant scales of a batch plant, the system may be used only in conjunction with a fully automatic batching and control system.

**907-403.04--Method of Measurement.** Maintained HMA Pavement will be measured for payment by the ton based on the quantity of mixture placed, completed and accepted. The Contractor shall provide the Department a copy of the haul ticket for each load when delivered to the project site with the following information:

MDOT, Contractor's name, project number, county, ticket number, load number, pay item number, item description of the material delivered, date, time of day, haul vehicle number, gross weight, tare weight, net weight and total daily net weight.

In addition, the Contractor will present certified records of shipment for the quantities placed under this special provision to the Project Engineer on a monthly basis for payment on the progress estimate. Upon completion of the placement of all HMA, and prior to final payment, the Contractor will furnish the Project Engineer with a final certification of quantities shipped. The

final certification will recapitulate the monthly submittals and show the total of all HMA incorporated into the project.

The Contractor will be paid for the quantity of HMA measured for pavement as shown above or 105% of plan quantity, whichever is less. Plan quantities are estimated based on a HMA weight of 110 pounds per square yard per inch of thickness.

**907-403.05--Basis of Payments.** Maintained Asphalt Pavement, measured as provided above, will be paid for at the contract unit price per ton of mixture, which price will be full compensation for furnishing, preparing, hauling, mixing and placing all materials; for compacting mixtures; maintenance bond, and performing maintenance work; for the Project Management Plan, testing, record keeping and sampling; for traffic control; and all labor, tools, equipment and incidentals necessary to complete the work.

The final surface lift will be tested for smoothness using a profilograph according to the procedures in Subsections 907-403.01.8. The following adjustment schedule lists the price adjustments as a function of the Profile Index for each lot:

Profile Index inches / mile / segment	Adjustment Price percent of modified HMA bid price *
less than 10.0	108
10.0 to 14.0	106
14.1 to 18.0	104
18.1 to 22.0	102
22.1 to 30.0	100
over 30.0	100 (with correction of PI = 30.0)

\* The modified HMA bid price is defined as eighty-five percent (85%) of the contract bid price for Maintained HMA Pavement.

The final contract price is equal to fifteen percent (15%) of the contract bid price plus the adjusted price determined for the HMA in the above table.

Contract price adjustments for smoothness shall only be applicable to the final surface lift and furthermore to only the lot(s) or portions of the lot(s) that require smoothness to be determined.

Payment will be made under:

907-403-F: Maintained Hot Mix Asphalt

- per ton

## APPENDIX 'A'

### HOT MIX ASPHALT (HMA)

- I. **Description.** This appendix includes general guidelines that are applicable to all types of HMA.

Work consists of constructing one or more lifts of HMA in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans.

A. **Definitions.**

**Maximum Sieve Size** - Maximum sieve size is the smallest sieve size at which 100 percent of the aggregate passes.

**Nominal Maximum Sieve Size** - The nominal maximum sieve size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate.

**Maximum Density Line** - The maximum density line is a straight line plot on the FHWA 0.45 power gradation chart which extends from the zero origin point of the chart through the plotted point of the combined aggregate gradation curve on the nominal maximum sieve size.

II. **Materials.**

A. **Aggregates.**

1. **Coarse Aggregates.** Coarse aggregate, material retained on the No. 8 sieve, should be either crushed stone, slag, or granite; shell; expanded clay; expanded shale; crushed reclaimed concrete pavement; reclaimed asphalt pavement; crushed gravel or combination thereof.

The percentage of wear should not exceed 45 when tested in accordance with AASHTO Designation: T 96.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale should not be less than 70 pounds per cubic foot, and crushed slag used in the surface course should have a dry rodded unit weight of not more than 90 pounds per cubic foot except the maximum unit weight is waived for chromium slag.

The coarse aggregate should be free of any injurious coating which will prohibit the adherence of asphalt to the aggregate particles.

The percentage of loss should not exceed 20 when tested for soundness using magnesium sulfate in accordance with AASHTO Designation: T 104.

When used, shell should consist of durable, washed particles of dead clam or dead reef oyster shell, or combination thereof. The shell should be free of objectionable matter such as sticks, mud, clay lumps, cannery or live shell, or other deleterious matter. Not more than five percent by weight of the dredged material should pass the No. 200 sieve; any such material should be dispersed throughout the mass.

Mechanically fractured faces by mass of the combined mineral aggregate coarser than the No. 4 sieve:

<u>Mixture</u>	<u>Percent Fractured Faces, minimum</u>
25 mm	70 (one face)
19 mm	80 (one face)
12.5 mm	90 (two face)
9.5 mm	90 (two face)

The maximum percentage by weight of flat and elongated particles, maximum to minimum dimension greater than 5, should not exceed 10% for all mixtures. This should be determined in accordance with ASTM D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

**2. Fine Aggregates.**

Fine aggregate, material passing the No. 8 sieve, should consist of hard, durable particles of naturally disintegrated rock, or material obtained by crushing stone, slag, gravel, reclaimed concrete pavement, reclaimed asphalt pavement, or combination thereof.

Fine aggregate should be free of lumps of clay and friable particles, loam, organic or foreign matter.

Fine aggregate produced by crushing stone, slag or gravel should be manufactured from coarse aggregate as outlined in Section II. A. 1.

Individual sources of fine aggregate should be non-plastic when tested in accordance with AASHTO Designation: T 90.

Natural deposits of fine aggregate should contain no more than 10 percent by weight passing the No. 200 sieve when tested in accordance with AASHTO Designation: T 11.

Individual fine aggregate components should be of such consistency and dryness that a uniform and even flow from the cold feed will be provided.

Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent should pass the No. 30 sieve.

**3. Combined Aggregate Blend.**

	<u>Design Range</u>			
Mixture:	25 mm	19 mm	12.5 mm	9.5 mm
Nominal Max. Sieve Size:	1 inch	3/4 inch	1/2 inch	3/8 inch
<u>Sieve Size</u>		<u>Percent Passing</u>		
1-1/2 inch	100			
1 inch	90-100	100		
3/4 inch	89 max.	90-100	100	
1/2 inch	-	89 max.	90-100	100
3/8 inch	-	-	89 max.	90-100
No. 4	-	-	-	89 max.
No. 8	16-50	18-55	20-60	22-70
No. 200	4.0-9.0	4.0-9.0	4.0-9.0	4.0-9.0

The minus No. 40 fraction of the combined aggregate should be non-plastic when tested according to AASHTO T 90. The clay content for the combined aggregate used in underlying layers should not exceed 1.0 percent and used in top layers should not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO T 88.

**B. Bituminous Materials.** Asphalt cement should be homogeneous, free of water and should not foam when heated to a temperature of 175°C.

The bituminous material used in all types of hot mix asphalt should conform to AASHTO Designation: MP 1, for the performance grade used.

**C. Hydrated Lime.** When used, hydrated lime should meet the requirements of 714.03.2 for lime used in soil stabilization.

**III. Job Mix Formula.** The HMA should consist of a uniform mixture of asphalt, aggregate, and may contain hydrated lime and antistripping agent and/or other materials.

When Superpave design procedures are used, the applicable sections of AASHTO Designation: MP2-99, TP4-99 and PP28-99 should be referenced.

**IV. Contractor's Quality Management Program.**

- A. General.** The Contractor shall have full responsibility for quality management and maintain a quality control system. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the HMA. Adjustments to plant operation and spreading and compaction procedures should be made immediately when results indicate that they are necessary.
- B. Personnel Requirements.** The Contractor should provide at least one Certified Asphalt Technician-I (CAT-I) full-time during HMA production at each plant site used to furnish material to the project. Sampling should be conducted by a certified technician or by plant personnel under the direct observation of a certified technician. All testing, data analysis and data posting should be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor should have a Certified Asphalt Technician-II (CAT-II) available to make any necessary process adjustments. Technician certification shall be in accordance with MDOT SOP TMD-22-10-00-000, MDOT HMA Technician Certification Program. An organizational chart, including names, telephone numbers and current certification, of all those responsible for the quality control program should be posted in the contractor's laboratory while the asphaltic paving work is in progress.
- C. Testing Requirements.** As a minimum, the Contractor's quality management program should include the following:
- (1) Bituminous Material. The Contractor should have independent testing performed on the bituminous material.
  - (2) Fractured Face Count. The Contractor should determine fractured face content of aggregates retained on the No. 4 sieve. A fractured face is defined as a mechanically fractured surface having an area not less than the approximate cross-sectional area of the aggregate particle.
  - (3) Mixture Gradation. The Contractor should conduct extraction tests for gradation determination of the mixture.
  - (4) Total Voids and VMA. The Contractor should determine total voids and voids in mineral aggregate (VMA), at  $N_{Design}$ , from the results of bulk specific gravity tests on laboratory compacted specimens. The compactor shall be set to the required number of revolutions for  $N_{Design}$ .
  - (5) Asphalt Content. The Contractor should determine the asphalt content.
  - (6) Stripping Tests. The Contractor should conduct a stripping test at the beginning of each job-mix production and thereafter, as deemed necessary.
  - (7) Roadway Density Tests. The Contractor should conduct density tests as necessary to control and maintain compaction.

(8) Quality Control Charts. The Contractor should plot all test data for the following items as a minimum:

- Mixture Gradation (Percent Passing Sieves)
- Asphalt Content, Percent
- Maximum Specific Gravity
- Total Voids @  $N_{Design}$ , Percent
- VMA @  $N_{Design}$ , Percent

The Contractor should keep charts up-to-date. The Contractor should note any process changes or adjustments on the Air Voids chart.

**D. Documentation.** The Contractor should document all observations, records of inspection, adjustments to the mixture, and test results. The Contractor should record the results of observations and records of inspection as they occur in a permanent field record. The Contractor should record all process adjustments and job mix formula (JMF) changes on the air void charts.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-1

CODE: (SP)

DATE: 06/02/2004

SUBJECT: Changeable Message Signs

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

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

**907-619.02.12--Changeable Message Sign.** The changeable message sign shall be trailer-mounted, full size, LED, full matrix, solar powered, portable changeable message sign. The sign shall be capable of on-site operation via onboard keyboard/keypad, and when specified, remote operation via software compatible with Windows 2000 / Windows XP operating system. The entire sign assembly shall be designed and constructed to withstand and operate during a minimum of 75 MPH wind gusts with all outriggers and/or leveling jacks in place. The entire sign assembly, including each component exposed to weather, shall be sealed and water-proofed to prevent water penetration when subjected to rain and gusting winds of 75 MPH. If more than one changeable message sign is specified, they shall all be of the same model and from the same manufacturer. All parts and materials used to construct the changeable message sign shall be new.

When specified, each sign shall be provided either with or without the necessary hardware to control the sign remotely. If provided without the hardware, the sign shall be constructed with wiring in place to provide the connections for the necessary onboard hardware to control the sign remotely. The manufacturer shall supply a serial and/or USB connection within the sign control cabinet so that a laptop computer using the remote software can communicate directly with the sign CPU.

When specified, the sign shall be capable of displaying dynamic, in-situ traffic speeds through the use of an optional traffic radar transducer. The sign shall also be capable of radar interrupt. This option shall interrupt the original user-specified sequence of messages to display the approaching vehicle speeds and/or an alternate sequence of messages as determined by the user. This option shall also have the functionality to display the speeds of the approaching vehicles as a stand-alone sequence.

When specified, each sign shall be NTCIP compliant/compatible.

When specified, each sign shall be provided either with or without the necessary hardware to operate a Highway Advisory Radio (HAR) system. If provided without the hardware, the sign shall be constructed to provide the required connections to easily add the necessary onboard hardware to operate the HAR.

**General.** The sign shall be mounted on a portable trailer containing the necessary solar panels, deep-cycle heavy-duty batteries, and battery charger. When specified, gel-type batteries shall be a replacement for deep-cycle heavy-duty batteries. In the event of prolonged lack of sufficient sunlight, the sign batteries shall be capable of being charged while the sign is operating by the use of a standard 120 Volt AC generator. The sign shall be equipped with a male plug-in and a 50-foot long extension cord constructed of a minimum 12-gauge wire for this purpose. This plug-in shall also be capable of charging the sign batteries using standard 120 Volt AC current when the sign is not in use.

When specified, the sign shall be supplied with either the necessary onboard hardware to control the sign remotely, or the required connections to easily add the necessary onboard hardware to control the sign remotely. This hardware shall consist of, but is not limited to, a cellular telephone capable of operating in digital mode, and/or analog mode when specified, the necessary external antenna, communications cables, and the necessary modem for communicating with the sign operating software. The sign shall also be supplied with the necessary software to control the sign from a remote location. This software shall be Windows 2000 / Windows XP operating system compatible for use on any desktop or laptop equipped with a Hayes Compatible Modem, and any necessary software which must be installed on the sign for communication with a remote computer. The cell phone and/or modem shall be capable of communication using the MDOT cell service provider and it shall be the responsibility of the manufacturer/contractor to demonstrate this service. The sign shall be capable of data communications at a minimum transmission speed of 40 kilobytes per second. The sign shall not be dependent on cellular digital packet data type technology for wireless communications.

The software for controlling the sign and sign messages shall be password protected to safeguard against unauthorized use. There shall be a minimum of three (3) levels of password protection. The most restrictive level shall allow an operator to select a preprogrammed sequence of messages for display while restricting access to the computer's sign and sequence programming. The next restrictive level shall allow the operator to access the sign's primary controls such as sign brightness, message and sequence editing, and establishing schedules. The least restrictive level shall allow full access to all controls, passwords, signs parameter display, and diagnostic display.

Sign diagnostics shall include, but not be limited to, LED brightness controls, internal operating temperature, sign status, communications status, radar status and solar status via onboard display and/or when specified, remote software. The sign status shall provide information on the sign operation that includes CPU inputs and outputs, battery voltage, 110 VAC service indicator, low voltage indicator, and photocell ambient light level. The solar status shall provide information on voltage level from the batteries, voltage level for the LED display, sign brightness level, percent of maximum brightness for LED's, and photocell ambient light level.

The sign software shall be capable of scheduling predetermined sequences of messages based on a programmed time and date.

There shall be a minimum of 180 pre-stored, standard signs and messages as detailed in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), all capable of being displayed. There shall also be storage space provided for an additional 150 user-programmed signs and/or messages. Each sign CPU shall have the capacity to store a minimum of 150 programmable sequences. Each sequence shall be capable of displaying up to six (6) programmed signs, symbols, or messages. There shall also be provided, as stored data, and capable of being displayed, all graphical symbols of regulatory and warning symbols detailed in the latest edition of the MUTCD.

The sign display shall be capable of displaying both static and dynamic graphics/messages. The sign display shall also be capable of displaying messages in full size to utilize the maximum area of display. It shall also be capable of displaying conventional one, two, or three-line messages for display with a choice of a minimum of nine (9) font sizes.

At least two copies of user manuals shall be provided with each sign. Each manual shall include all operational functions and software required to operate the sign on site and remotely. This manual shall include all wiring diagrams, parts lists, and sign specifications as well as component warranty information. Each copy shall be bound and shall contain laminated sheets.

**Trailer Control Cabinet.** The control cabinet shall be constructed of aluminum and shall receive an automotive grade protective coating as should the rest of the trailer. The sign cabinet shall be manufactured to withstand all types of adverse weather conditions and shall have screens or filters installed to keep insects out. This control cabinet shall be lockable, internally illuminated, and house the keyboard terminal and control panel. Lighted keys and terminal displays are acceptable. This control cabinet shall be manufactured in accordance with the latest NEMA 3R/4 standards. The control cabinet shall contain all controls and the necessary gauges for monitoring sign activity. All controls shall be labeled using engraved laminated plastic that is a minimum of 1/16-inch thick. These gauges shall include, but are not limited to, a voltmeter, which indicates current battery charge status, and an amp meter, which indicates current/charging status. The provision of this information via digital readout on a control console or panel is acceptable.

**Sign Display.** The sign display housing shall be constructed of aluminum and shall be composed of a full matrix of LED's. The sign display housing shall be manufactured in accordance with the latest NEMA 3R/4 standards. The sign shall be comprised of easily interchangeable modules that may be individually replaced in the event of failure or damage. The sign display shall have the minimum capability of displaying three lines of 18-inch nominal high text with eight characters per line. The sign display shall be capable of displaying preprogrammed Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. This sign shall be a full matrix type, not a fixed matrix type. The sign display shall also be capable of displaying user-defined custom messages and graphics. These messages shall be capable of saving for later recall and use. The sign shall be capable of displaying a preprogrammed default message, or no message at all, in the event of a power failure. When displaying text messages, the spacing between lines of text shall be a minimum of six (6) inches and the inter-character spacing shall be a minimum of three (3) inches. The sign shall be capable of shutting down its LED display if internal cabinet temperatures reach a level that is determined

unsafe by the manufacturer. The LED's shall be ITE amber wide angle for both daytime and nighttime viewing at an angle of 17 degrees, shall be rated for a service life of 100,000 hours, and shall have an operating temperature range of between -22°F to +165°F. The associated electronics for operation of display power supply shall be fully operational in the temperature range of -30°F to +165°F. The sign display shall be protected by a non-glaring polycarbonate material of at least ¼ inch thickness. The display shall provide easy access to all components contained within the display housing.

**LED Brightness Control.** The sign shall be equipped with both automatic and manual controls to adjust the brightness of the LEDs. The automatic control shall be capable of varying the LED brightness by sensing the ambient light level using photocells. The manual brightness control shall be password protected to safeguard against unauthorized use. LED brightness control shall also be contained within the remote operational software.

**Sign Trailer.** The trailer shall be equipped with a minimum of two wheels with heavy-duty radial tires. It shall be constructed using a minimum of ASTM A36, 3-inch by 3-inch and 3-inch by 5-inch steel tubing both with a minimum of 3/16-inch wall thickness. Each wheel shall be equipped with one locking lug nut. A minimum of four keys for the locking lug nuts shall be supplied for each trailer. The trailer spring leafs shall be rated for 3500 pounds. The wheels shall be 15-inch steel wheels with five lug bolts per wheel. The wheels shall each be fitted with new P 205-75-15B rated tires.

The trailer shall be provided with a minimum of four outriggers or leveling jacks. One outrigger or leveling jack shall be mounted near each corner of the trailer. The length of the leveling jacks shall be such that when the trailer is level, all four jacks and the tongue jack can be lowered into the vertical position. The trailer shall also be provided with a trailer stand mounted on the tongue of the trailer. The trailer stand shall be a corrosion resistant, screw type jack stand which provides up to a 25-inch lift with a pull-pin swivel release that enables the jack to swing up to a horizontal position for towing. The stand shall also include a 6-inch wheel that allows horizontal positioning of the trailer. The jack stand shall be welded, not bolted, to the tongue of the trailer. The trailer shall be provided with legal tail/brake lights, signals, and license plate mounting bracket. The trailer shall be provided with a 2-inch "hammer blow coupler" style hitch capable of being reversible with a 2½-inch Pintle ring. The trailer shall contain the batteries, solar panels, display lift, and control console.

The trailer shall be equipped with an electric or hydraulic lift, or combination thereof, for the sign display. The sign shall also be equipped with a manual backup lift. The display lift shall raise the sign to a minimum of seven feet above the roadway surface. The sign display shall be capable of rotating and locking at any selected angle up to 360 degrees. A positive brake assembly with lockable control arm shall be provided to position the sign display in the desired position. A mast safety pin shall be provided to prevent the sign display from falling in the event of an electric or hydraulic system failure.

All welding shall be performed by certified welders and in accordance to applicable American Welding Society standards. All metal surfaces shall receive a protective coating such as powder

coating, two coats of primer and two coats of finish/color. The finished coating shall be automotive grade.

All cabinets, display cases, battery cabinets and connections shall be NEMA 3R/4 compliant. All cabinets must be completely encased and lockable with a standard padlock. A lockable storage cabinet shall be provided to house various accessories.

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

**Radar.** When specified, the sign shall be equipped with a traffic radar operating in the "K" band, in an "approach only" mode. In conjunction with the radar, the sign shall be capable of displaying dynamic, in-situ vehicle speeds. The radar shall be able to interface directly with the CPU and operational software for applications such as vehicle speeds. The unit shall be programmable to allow the interruption of user-defined messages to display vehicle speed and/or alternate messages whenever a settable speed threshold is exceeded. The radar unit shall be encased in an aluminum enclosure with a polycarbonate lens, and the metal portion shall receive the same protective coating, priming, and painting as the rest of the sign.

**907-619.03--Construction Requirements.** After Subsection 619.03.9 on page 427, add the following:

**907-619.03.10--Changeable Message Sign.** Each changeable message sign shall be installed and continuously operated at the location selected by the Engineer on State right-of-way. The Contractor is advised that selected locations may be outside the planned indicated limits of the project. The Contractor shall perform all work necessary for preparation of the site selected and approved by the Engineer, to insure maximum safety for and sign visibility of the traveling public; and may be required to remove any temporary work at a later date as directed by the Engineer. The Contractor will also place a minimum of two plastic drums in advance of the sign and one beside the sign as long as it is in use. The Contractor shall be required to move the sign to a new location if directed by the Engineer.

The Contractor may be permitted to bring electric power from outside the normal right-of-way for operation of the equipment if the Department determines that the installation operation will not be hazardous to the traveling public. The Contractor will be required to secure a permit from the Department prior to any work by the power company on the right-of-way. The entire cost of providing electrical service, power to operate the equipment, and removal of the power source from the right-of-way shall be borne by the Contractor.

**The changeable message sign(s) will remain the property of the Contractor after the Engineer determines that there is no further need for the sign(s) on the project.**

**907-619.04--Method of Measurement.** After the last paragraph of Subsection 428 on page 619-7, add the following:

Changeable message signs, as described above, will be measured by the unit. When directed, separate measurements will be made for items included in the contract and required for temporary site preparation for the sign as referenced in Subsection 907-619.03.10. Materials for which no pay items are included in the contract will not be measured for separate payment. Separate measurements will not be made for moving the changeable message sign to a new location, but materials used for which pay items are included in the contract and are necessary for repositioning the sign as directed by the Engineer will be measured for separate payment. Removal of materials used for site preparation for changeable message signs will not be measured for separate payment.

**907-619.05--Basis of Payment.** After the second paragraph of Subsection 619.05 on page 428, add the following:

Payment for items required by the Engineer for temporary location of the changeable message sign, and for which pay items are included in the contract, will be made by the individual pay item. No additional payment will be made for having to work outside the planned indicated project limits.

Payment for removal of materials used for site preparation at changeable message sign locations shall be included in the contract bid price for Maintenance of Traffic.

Between pay item nos. 619-E2 and 619-F1 on page 429, insert the following:

907-619-E3: Changeable Message Sign (\_\_\_\_\*\_\_\_\_) - per each

\* Indicate when the sign is "With Remote" and/or "With Radar"

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-711-2**

**CODE: (IS)**

**DATE: 11/03/2004**

**SUBJECT: Synthetic Structural Fiber Reinforcement**

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

After Subsection 711.03.4.3 on page 665, add the following:

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

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

\* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd<sup>3</sup>).

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-715-1**

**CODE: (IS)**

**DATE: 09/23/2004**

**SUBJECT: Agricultural Limestone**

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-715.02.2.1.1--Screening Requirements.** Delete the first sentence of Subsection 715.02.2.1.1 on page 704 and substitute the following.

Grade "A" liming material, including ground shells, shall not have less than 90% of the material passing the No. 10 sieve, and not less than 47.5% passing the No. 60 sieve.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

**907-715-02.2.1.2--Calcium Carbonate Equivalent.** Grade "A" liming material shall not have less than 85.5% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

**907-715-02.2.1.3--Neutralizing Values.** Grade "A" liming material shall have a minimum equivalent neutralizing value (ENV) of 63.0%, which is determined as follows:

$$\text{ENV} = \text{Fineness Value} \times \text{Assay}(\%)$$

Where: Fineness Value =  $((\% \text{ Passing } \#10 - \% \text{ Passing } \#60) \times \frac{1}{2}) + \% \text{ Passing } \#60$ ,  
expressed as a whole number

$$\text{Assay} = \% \text{ calcium carbonate equivalent}$$

### **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 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 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 (Sheet No. 2- 1)

CLEARING, MILLING, & OVERLAYING APPROXIMATELY 15 MILES OF I-55 NEAR THE MONTGOMERY/CARROLL COUNTY LINE TO MS.8, KNOWN AS FEDERAL AID PROJECT NO. IM-0055-03(077)/103400, IN THE COUNTIES OF MONTGOMERY, CARROLL, & GRENADA, 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)	201-B		106 acre		Clearing and Grubbing				
(20)	202-B		6,825 linear foot		Removal of Guard Rail				
(30)	202-B		30 each		Removal of Guard Rail Cable Anchor, Texas Twist Including Post & Rail				
(40)	202-B		30 square yard		Removal of Continuously Reinforced Concrete Pavement, All Depths				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 2)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	202-B		4,000 linear foot		Removal of Traffic Stripe				
(60)	202-B		1 each		Removal of Concrete Headwall				
(70)	202-B		7 each		Removal of Guard Rail Cable Anchor, Type 1 Including Post, Rail, Anchor & Hardware				
(80)	202-B		115 each		Removal of Guard Rail Cable Anchor, Type 2 Including Post, Rail, Anchor & Hardware				
(90)	203-EX	(E)	11,500 cubic yard		Borrow Excavation, AH, FME, Class B9				
(100)	203-EX	(E)	20,700 cubic yard		Borrow Excavation, AH, FME, Class B9-6				
(110)	213-C		56 ton		Superphosphate				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 3)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	220-A		56 acre		Insect Pest Control	30	0000	1,680	00
(130)	907-225-A		112 acre		Grassing				
(140)	907-225-B		280 ton		Agricultural Limestone				
(150)	234-A		5,000 linear foot		Temporary Silt Fence				
(160)	235-A		500 each		Temporary Erosion Checks				
(170)	304-B	(GT)	6,400 ton		Granular Material, Class 3, Group D				
(180)	403-E	(B) (A1)	8,000 ton		Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified, Leveling				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 4)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	907-403-F		109,139 ton		Maintained Hot Mix Asphalt				
(200)	406-A		518,000 square yard		Cold Milling of Bituminous Pavement, All Depths				
(210)	423-A		29 mile		Rumble Strips, Ground In				
(220)	503-A	(C)	30 square yard		8" and Variable Continuously Reinforced Concrete Pavement, Broom Finish				
(230)	503-C		45 linear foot		Saw Cut, Full Depth				
(240)	503-C		25 linear foot		Saw Cut, 3-inch				
(250)	503-D		5 cubic yard		Concrete for Base Repair				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 5)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(260)	503-E		25 each		Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted				
(270)	512-A		35 each		Holes				
(280)	512-B		48,600 pound		Portland Cement Pressure Grout Slurry, Type 1				
(290)	601-B	(S)	7 cubic yard		Class "B" Structural Concrete, Minor Structures				
(300)	602-A	(S)	150 pound		Reinforcing Steel				
(310)	603-ALT	(S)	312 linear foot		18" Type A Alternate Pipe				
(320)	603-ALT	(S)	72 linear foot		24" Type A Alternate Pipe				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 6)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(330)	603-CA	(S)	28 linear foot		18" Reinforced Concrete Pipe, Class III				
(340)	603-CA	(S)	30 linear foot		24" Reinforced Concrete Pipe, Class III				
(350)	603-CA	(S)	200 linear foot		48" Reinforced Concrete Pipe, Class III				
(360)	603-CB	(S)	2 each		18" Reinforced Concrete End Section				
(370)	603-CB	(S)	1 each		24" Reinforced Concrete End Section				
(380)	603-CB	(S)	1 each		48" Reinforced Concrete End Section				
(390)	606-A		100 each		Guard Post, Type II Modified				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 7)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(400)	606-B		6,850 linear foot		Guard Rail, Class A, Type 1				
(410)	606-C		7 each		Guard Rail, Cable Anchor, Type 1				
(420)	606-D		2 each		Guard Rail, Bridge End Section, Type I				
(430)	606-E		115 each		Guard Rail, Terminal End Section				
(440)	606-E		8 each		Guard Rail, Terminal End Section				
(450)	907-606-PP		10,230 each		Remove and Replace Guard Rail Blockouts				
(460)	619-A1		100 mile		Temporary Traffic Stripe, Continuous White				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 8)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(470)	619-A2		90 mile		Temporary Traffic Stripe, Continuous Yellow				
(480)	619-A3		85 mile		Temporary Traffic Stripe, Skip White				
(490)	619-A5		57,000 linear foot		Temporary Traffic Stripe, Detail				
(500)	619-A6		3,072 linear foot		Temporary Traffic Stripe, Legend				
(510)	619-D1		48 square foot		Standard Roadside Construction Signs, Less than 10 Square Feet				
(520)	619-D2		784 square foot		Standard Roadside Construction Signs, 10 Square Feet or More				
(530)	907-619-E3		2 each		Changeable Message Sign				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 9)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(540)	619-G4			48 linear foot	Barricades, Type III, Double Faced				
(550)	619-G4			36 linear foot	Barricades, Type III, Single Faced				
(560)	619-G5			25 each	Free Standing Plastic Drums				
(570)	626-A			28 mile	6" Thermoplastic Traffic Stripe, Skip White				
(580)	626-C			33 mile	6" Thermoplastic Edge Stripe, Continuous White				
(590)	626-F			30 mile	6" Thermoplastic Edge Stripe, Continuous Yellow				
(600)	626-G			19,000 linear foot	Thermoplastic Detail Stripe, White				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 10)

Montgomery, Carroll, &amp; Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(610)	626-G		500 linear foot		Thermoplastic Detail Stripe, Yellow				
(620)	626-H		1,024 linear foot		Thermoplastic Legend, White				
(630)	627-K		3,500 each		Red-Clear Reflective High Performance Raised Markers				
(640)	628-I		250 linear foot		6" High Performance Cold Plastic Traffic Stripe, Skip White				
(650)	628-J		900 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous White				
(660)	628-M		900 linear foot		6" High Performance Cold Plastic Traffic Stripe, Continuous Yellow				
(670)	630-F		1,160 each		Delineators, Guard Rail, White				

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 11)

Montgomery, Carroll, & Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(680)	630-F		774 each		Delineators, Guard Rail, Yellow				
(690)	630-F		82 each		Delineators, Post Mounted, Double White				
(700)	630-F		39 each		Delineators, Post Mounted, Double Yellow				
(710)	630-F		55 each		Delineators, Post Mounted, Single White				
(720)	630-F		18 each		Delineators, Post Mounted, Single Yellow				
(730)	630-G		36 each		Type 3 Object Markers, OM-3R or OM-3L, Post Mounted				

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

(11/17/2004)

SECTION 905

IM-0055-03(077) / 103400

PROPOSAL (Sheet No. 2- 12)

Montgomery, Carroll, & Grenada County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
<u>DEPENDENT PAY ITEMS</u>									
(740)	618-A				lump sum Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(750)	620-A				lump sum Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

SUBTOTAL - DEPENDENT ITEMS.....\$ \_\_\_\_\_

SECTION 905  
PROPOSAL (Sheet No. 2- 13)

IM-0055-03(077) / 103400

Montgomery, Carroll, & Grenada County

TOTAL BID - DIRECT AND DEPENDENT ITEMS .....\$ \_\_\_\_\_

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.8 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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

\_\_\_\_\_  
(COMPANY)

BY \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

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

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

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

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

# 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. **IM-0055-03(077) / 103400**

in **Montgomery, Carroll, and Grenada** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

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

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

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

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

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

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

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

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

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

Executed on \_\_\_\_\_  
Signature

(11/23/92F)

**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. **IM-0055-03(077) / 103400** \_\_\_\_\_,

in **Montgomery, Carroll, and Grenada** \_\_\_\_\_ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

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

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

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

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

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

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

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

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

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

Executed on \_\_\_\_\_  
Signature

(11/23/92F)

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

By \_\_\_\_\_  
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 projects(s)

in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on

file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden \_\_\_\_\_

\_\_\_\_\_ in all things shall stand to and abide by and well and truly observe,

do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract,

contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the

manner and form and furnish all of the material and equipment specified in said contract in strict accordance with

the terms of said contract which said plans, specifications and special provisions are included in and form a part of

said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in

Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission

from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud,

or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil

action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State

authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or

otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

**SECTION 903 - CONTINUED**

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

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

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	_____
Title _____	_____
(Contractor's Seal)	(Name and Address of Local (Mississippi) Representative) (Surety Seal)

**MAINTENANCE BOND**  
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

MAINTENANCE 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 \_\_\_\_\_, \_\_\_\_\_.

The condition of the above referenced obligation is that the Principal or Contractor will maintain the pavement on the finished roadway for a period of seven (7) years, commencing on the date of the final inspection as documented in writing by the State Construction Engineer. The Principal is required to maintain the travel lanes placed on the project against defects in materials or workmanship as governed by the Special Provisions of the contract; and such maintenance is to be in accordance with the Special Provisions of the contract (which is made a part of this bond) for maintained asphalt pavement. If the Principal satisfactorily fulfills the above condition, then this obligation shall be null and void; otherwise such obligation is to remain in full force and effect.

It is agreed that no modifications, omissions, additions in or to the terms of the contract or in or to the plans or specifications shall affect the obligations of the Surety on its bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said maintenance, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the Mississippi Department of Transportation all loss which it may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In the event suit is brought upon this bond by the Mississippi Department of Transportation or the Mississippi Transportation Commission and judgment is recovered, the Surety shall pay all costs incurred by the Mississippi Department of Transportation in such suit, including reasonable attorney's fee to be fixed by the court.

Witness our signatures and seals this the \_\_ day of \_\_\_\_\_,\_\_\_\_\_.

\_\_\_\_\_  
(Contractor) Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Attorney in Fact

\_\_\_\_\_

Title \_\_\_\_\_  
(Contractor's Seal)

\_\_\_\_\_  
(Name and address of local (Mississippi)  
representative) (Surety Seal)





**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**HAUL PERMIT FOR BRIDGES**

**WITH**

**POSTED WEIGHT LIMITS**

**DATE:** \_\_\_\_\_

**PROJECT: IM-0055-03(077) / 103400**

**COUNTIES: Montgomery, Carroll, and Grenada**

**LOCATION: From the Montgomery/Carroll County Line to Mississippi Highway 8.**

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