



PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF (NONEXEMPT)

Construction necessary to repair the US Highway 90 Bridge at Henderson Point, known as Federal-Aid Project No. ER-BR-0003-01(115) / 104576, in the County of Harrison, State of Mississippi.

Project Completion: February 15, 2006

This project will be a SPECIAL ADVERTISEMENT for ONE WEEK ONLY.

Bids will be received at 10:00 AM, October 31, 2005.

NOTICE

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

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

**SECTION 900
OF THE CURRENT
(1996) 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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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 10:00 A.M., Monday, October 31, 2005; and shortly thereafter publicly opened for:

Construction necessary to repair U.S. Highway 90 bridge at Henderson Point, known as Federal Aid Project No. ER-BR-0003-01(115) / 104576, in the County of Harrison, State of Mississippi.

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.

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, MDOT Administration Building, 401 North West Street, Jackson, Mississippi, 39201, Telephone (601) 359-7460 or e-mail at plans@mdot.state.ms.us or FAX (601) 359-7461. 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. 1M

CODE: (IS)

DATE: 1/2/96

SUBJECT: Governing Specifications

The current 1996 Metric Edition of the Mississippi 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 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3M

CODE: (IS)

DATE: 1/2/96

SUBJECT: Restriction On Tricalcium Aluminate Content And Source Of Fly Ash

All references to the term "Portland Cement Concrete" in the Mississippi Standard Specifications for Road and Bridge Construction, contract plans and documents, and the Department's Standard Operating Procedures shall be deemed to mean a concrete mixture composed of cementitious materials, water, fine and coarse aggregates, and admixtures when specified or permitted.

The Department has substantiated that for technical reasons concrete mixtures used in certain classes of application must have restrictions on the tricalcium aluminate content and source of fly ash used for replacement of portland cement. The need for the restrictions set forth herein have been documented.

In the event of a written request by interested persons, the documentation will be made available for review at the Department's Central Laboratory located at 412 East Woodrow Wilson Avenue, Jackson.

Except for those classes of application which are excluded herein, the tricalcium aluminate content of the portland cement portion of cementitious materials used in stabilization and concrete mixtures shall not exceed eight percent (based on aluminum or aluminum oxide content). At the Contractor's option, the cementitious material may be portland cement (Type I or II), portland cement (Type III when permitted), blended hydraulic cement (Type IP), portland cement combined with ground granulated blast furnace slag or portland cement combined with fly ash.

The addition of fly ash as a replacement for cement will not be permitted in blended hydraulic cement (Type IP), portland cement combined with ground granulated blast furnace slag or portland cement (Type III) when specified in the contract.

The restrictions on tricalcium aluminate content and source of fly ash are not applicable for the following classes of application:

- a) manufacture of prestressed structure members, concrete pipe, post and right-of-way markers and
- b) construction of bridge decks, curbs, rails and intermediate caps.

The replacement of portland cement with fly ash shall not exceed 20 percent and the replacement rate (by mass) shall be one part fly ash for one part cement. The scales for determining the mass of fly ash shall meet the requirements of cement scales as set forth in Subsection 501.03.2.3.

When blended hydraulic cement (Type IP) is incorporated in the work or when portland cement is replaced with ground granulated blast furnace slag or fly ash, cylinder tests shall be used as a guide for the removal of falsework and forms as set forth in Column B of Subsections 601.03.6.3 and 804.03.15; and concrete pavement shall not be opened to traffic until cylinder tests have attained a compressive strength of 25 MPa or may be opened after a curing period of 28 days.

In addition to meeting the requirements set forth in Subsection 714.05, the source of fly ash must have been approved for listing in the Department's "List of Approved Sources of Fly Ash for Concrete Mixtures in Sulfate Areas" prior to its use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4M

CODE: (IS)

DATE: 1/2/96

SUBJECT: Use of Ground Granulated Blast Furnace Slag (GGBFS)

Subject to the conditions set forth herein and at the Contractor's option, GGBFS may be used as a replacement for portland cement as the cementitious material in concrete mixtures and in cement-soil or cement-soil-aggregate mixtures. The replacement of portland cement with GGBFS shall not exceed 50 percent by mass of the total cementitious material and the replacement rate (by mass) shall be one part GGBFS for one part portland cement. Only one mineral admixture will be allowed for portland cement replacement in any mixture.

The addition of GGBFS as a replacement for portland cement will not be permitted in blended hydraulic cement, portland cement combined with fly ash or portland cement (Type III), when specified in the contract.

In addition to meeting the requirements set forth in Subsection 907-714.06, the source of GGBFS must have been approved for listing in the Department's "List of Approved Suppliers of Grade 120 - Ground Granulated Blast-Furnace Slag".

Concrete mixtures containing portland cement combined with GGBFS shall not be mixed or used alternately with concrete mixtures containing other cementitious materials in any structure or part thereof that, in its permanent position, will be visible above the ground.

When GGBFS is proposed to be used in concrete mixtures, the Contractor shall furnish the concrete mixture design with documentation of performance characteristics (based on trial batching or plant produced mixtures) to the Engineer for review prior to use. The approval of the mixture design will be based on verification of performance at the beginning of production.

When GGBFS is used for replacement of portland cement in concrete mixtures, cylinder tests shall be used as a guide for the removal of falsework and forms as set forth in Column B of Subsections 601.03.6.3 and 804.03.15 and concrete pavement shall not be opened to traffic until cylinder tests have attained a compressive strength of 25 MPa or may be opened after a curing period of 28 days.

Scales for determining the mass of GGBFS shall meet the requirements of cement scales as set forth in Subsection 501.03.2.3.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6M

CODE: (IS)

DATE: 1/2/96

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

ER-BR-0003-01(115)

104576/301000

HARRISON COUNTY

October 17, 2005

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

NONE.

STATUS OF POTENTIALLY CONTAMINATED SITES

ER-BR-0003-01(115)

104576/301000

HARRISON COUNTY

October 17, 2005

THERE IS NO RIGHT OF WAY REQUIRED FOR THIS PROJECT. NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. IF CONTAMINATION ON EXISTING RIGHT OF WAY IS DISCOVERED, IT WILL BE HANDLED BY THE DEPARTMENT.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
ER-BR-0003-01(115)
104576/301000
HARRISON COUNTY
October 17, 2005

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.

There is no Right of Way required for this project. There are no buildings to be removed by the contractor.

**STATUS OF UTILITIES
PROJECT NO. ER-BR-0003-01(115) – 104576/301000
HARRISON COUNTY**

All work associated with this project is to be done within existing rights-of-way. No conflict with contractor's operations is anticipated.

Forty-eight hours prior commencing any excavation operations the contractor is advised to call MS One-Call at 1-800-227-6477.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 13M

CODE: (SP)

DATE: 1/2/96

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 29M

CODE: (IS)

DATE: 4/9/96

SUBJECT: Selection of Optional Items

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 32M

CODE: (IS)

DATE: 5/8/96

SUBJECT: Soft Metric Reinforcing Steel

Anywhere in the plans, proposal or specifications reference is made to Grade 400 or Grade 500 reinforcing steel, it shall be understood that Grade 420 and Grade 520 reinforcing steel are the correct grades.

Anywhere in the plans, proposal or specifications reference is made to AASHTO Designation: M 31M, it shall be understood that AASHTO Designation: M 31M, as amended by special provision, shall apply.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 33M

CODE: (IS)

DATE: 5/8/96

SUBJECT: ASTM or AASHTO Designation

Whenever in the specifications reference is made to an ASTM or AASHTO Designation No., the metric edition in effect on the date of advertisement for bids shall apply, provided a metric version exists, regardless of whether or not the Designation No. shown in the specifications carries a "M" to signify metric version.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 37M

CODE: (SP)

DATE: 6/21/96

SUBJECT: Substitution of Reinforcing Steel - Soft Metric to Imperial

Bidders are hereby advised that, at their option, imperial (inch-pound) reinforcing steel for cast-in-place or pre-cast concrete structures may be substituted for soft metric reinforcing steel in accordance with the following table. The spacing or total number of bars will remain as shown on the contract plans.

Soft Metric Bar Designation No.	Imperial Bar Designation No.
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11

Computation of quantities for final payment will be based on approved order lists.

The basis of payment will be in metric units. The conversion factor to use in the conversion to and from metric is as follows:

$$1 \text{ pound} = 0.4536 \text{ kilogram}$$

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 74M

CODE: (IS)

DATE: 3/31/97

SUBJECT: Plant Pest Quarantines Information

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

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

IMPORTED FIRE ANT QUARANTINES

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

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

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

Imported Fire Ant Quarantines



Conditions of Movement.

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



Regulated Area.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 166M

CODE: (SP)

DATE: 3/2/98

SUBJECT: Bridge Deck and Bridge End Slab Final Surface Texture

All references in the plans and contract documents to transverse tine finish as the required final surface texture of the bridge decks and bridge end slabs shall be **disregarded** and it is understood that a transverse grooved finish is the required final surface texture.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 223M

CODE: (SP)

DATE: 5/20/98

SUBJECT: Quantity for Fillet Concrete

Bidders are hereby advised that the following note is shown on the span detail sheets in the bridge plans:

“The Volume Of Concrete In The Fillets Between The Bottom Of Nominal Slab And Top Of The Beams Has Been Estimated By Using One Half (1/2) Of The Fillet Height At The Bearing Times The Top Flange Width For The Full Length Of The Beam. This Volume Shall Be Used For Final Pay Quantity.”

The purpose of this note is to show the method that is used to determine the final pay quantity of fillet concrete. The calculated volume of concrete may or may not be equal to the actual volume of concrete that is placed in the fillet. The volume of fillet concrete used for final pay quantity is based upon the plan fillet height at bearing and a zero millimeter (0 mm) plan fillet height at midspan.

If bidders feel that variations from these dimensions will be encountered, they should adjust their bid accordingly.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 432M

CODE: (IS)

DATE: 11/10/98

SUBJECT: Concrete Base for Bridge End Pavement

The plans specify a certain thickness of hot mix asphalt under the bridge end pavement.

The Contractor may substitute Class "B" Structural Concrete base in lieu of the hot mix asphalt.

The concrete base shall be constructed in one course on a prepared base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness, and typical cross-sections as shown on the plans or as directed.

The concrete base will be allowed to cure 24 hours prior to placement of the bridge end pavement. A 25-mm premolded expansion joint will be required along the face of the paving bracket.

The concrete base will be paid for as the hot mix asphalt for which the substitution was made, calculated as follows:

Metric tons of hot mix asphalt allowed = Area * Thickness * 0.00235

Area = square meters of portland cement concrete bridge end pavement

Thickness = concrete base thickness in millimeters

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 506M

CODE: (IS)

DATE: 9/30/99

SUBJECT: Prompt Payment

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

Therefore, Prime Contractors are hereby advised of the following:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 526M

CODE: (IS)

DATE: 6/11/99

SUBJECT: Alterations In Bidding Process

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 575M

CODE: (IS)

DATE: 2/24/2000

SUBJECT: ON-THE-JOB TRAINING PROGRAM

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 664M** **CODE: (IS)**
| **DATE: 5/02/2001**
SUBJECT: ERRATA AND MODIFICATIONS TO 1996 STANDARD SPECIFICATIONS BOOK

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101-4	101.02	In the fourth line change the word "six" to "6.1".
104-4	104.02.3	Change the unit of pay item 104-A from "lump um" to "lump sum".
105-4	105.06	In the sixth line of the third paragraph change "Contractor's" to "Contractor".
714-9	714.13.12	In Note 3 of Table I, change "EOS" to "AOS".
721-3	721.03	In the first line of the second paragraph change "banks" to "blanks".
721-3	721.03	In the first line of the third paragraph change "banks" to "blanks".

SUPPLEMENT TO NOTICE TO BIDDERS NO. 724M

DATE: 12/10/2001

The goal is 6 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 21st 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, 405 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.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 724M

DATE: 08/13/2004

Delete the second paragraph under the heading DIRECTORY on page 3 and substitute the following:

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

Delete the first paragraph under the heading REPLACEMENT on page 3 and substitute the following:

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

Delete subparagraph (3) on page 5 under the heading AWARD, and substitute the following:

- (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.

Delete the first sentence of subparagraph (2) on page 6 under the heading DBE REPORTS, and substitute the following:

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.

Delete subparagraph (5) on page 6 under the heading DBE REPORTS, and substitute the following:

- (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).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 724M

CODE: (IS)

DATE: 12/10/2001

**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 OCR Form 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 performed on this 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" on Page 6 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 to Contract Administration Division a list of all firms that submitted quotes for material supplies or items to be subcontracted no later than 10 days after opening of the bids. This information must be submitted on form [OCR-485](#).

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 on page no. 2 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 DBE Contractor/Supplier to satisfy the contract goal. 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 Contractor (apparent low bidder) will submit to Contract Administration Division within 10 days from the opening of the bids, a list of all firms that submitted quotes for material supplies or items to be subcontracted.

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. 726M

CODE: (IS)

DATE: 12/10/2001

SUBJECT: DBE Goals

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. Prime Contractors will submit this form to the Project Engineer no later than the 20th of each month. This form should be submitted monthly showing all firms even if the 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 741M

CODE: (IS)

DATE: 02/27/2002

SUBJECT: Work In Proximity Of High Voltage Power Lines

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 777M

CODE: (IS)

DATE: 05/22/2002

SUBJECT: Payments to Subcontractors

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 778M

CODE: (SP)

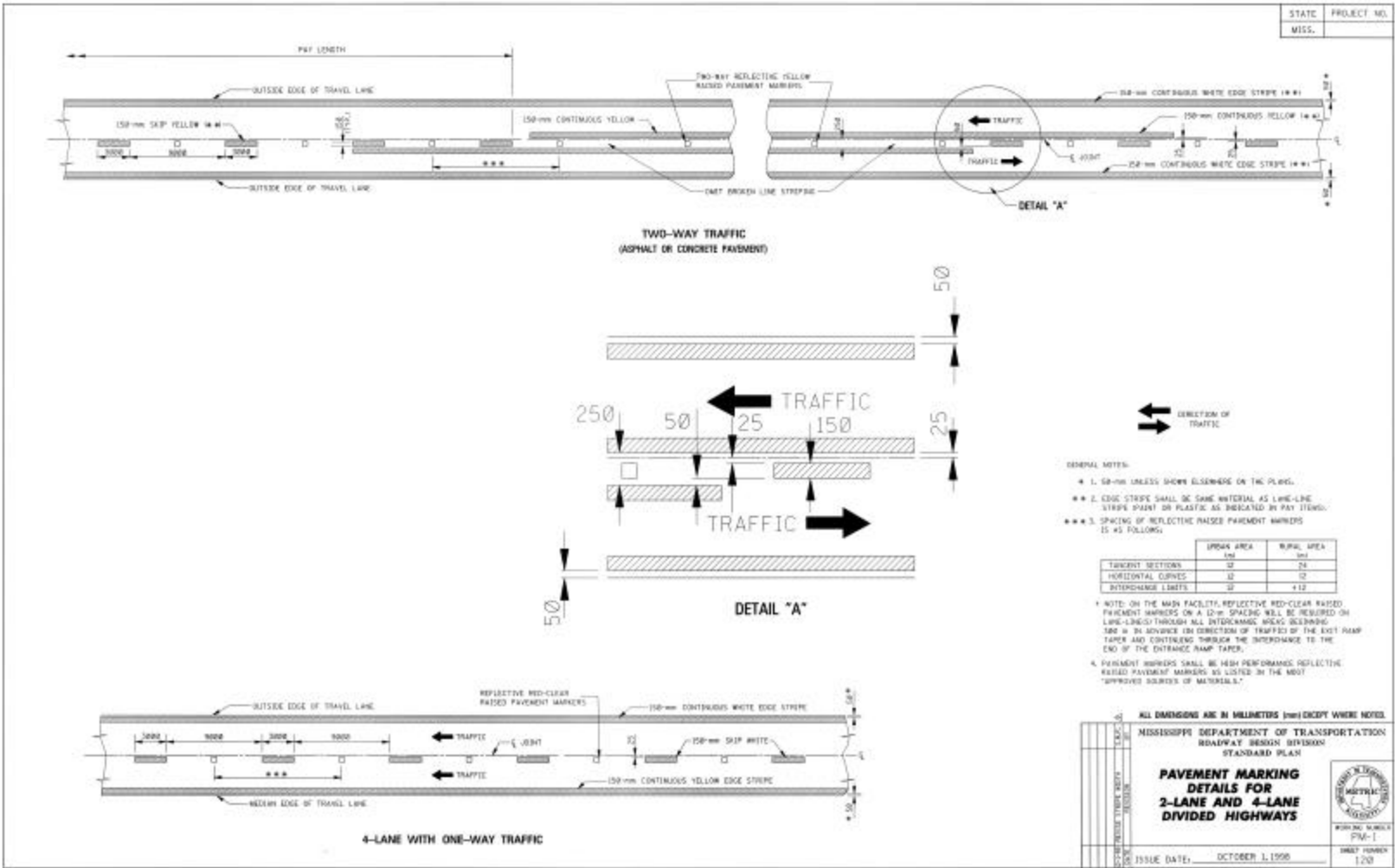
DATE: 05/30/2002

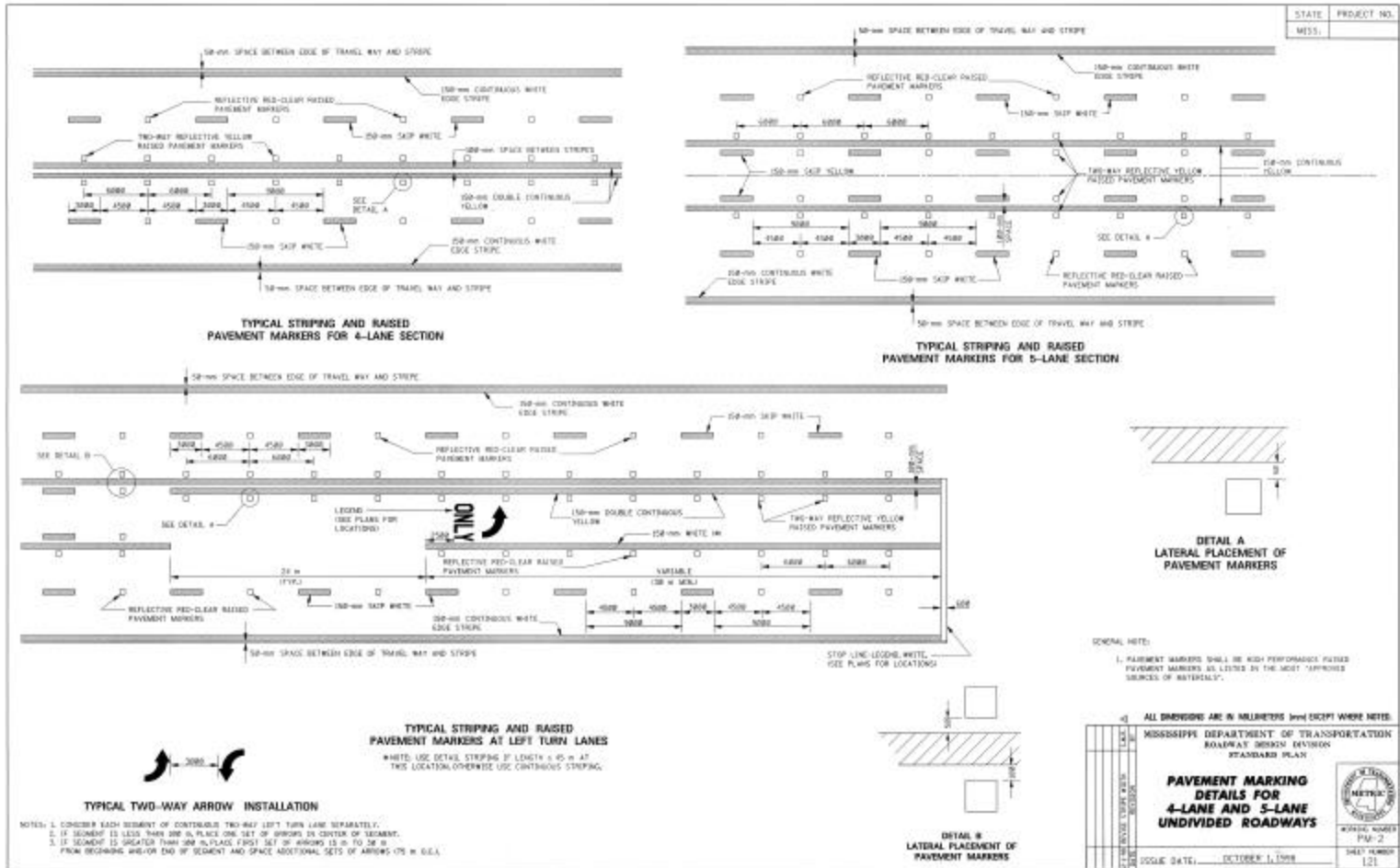
SUBJECT: Standard Drawings

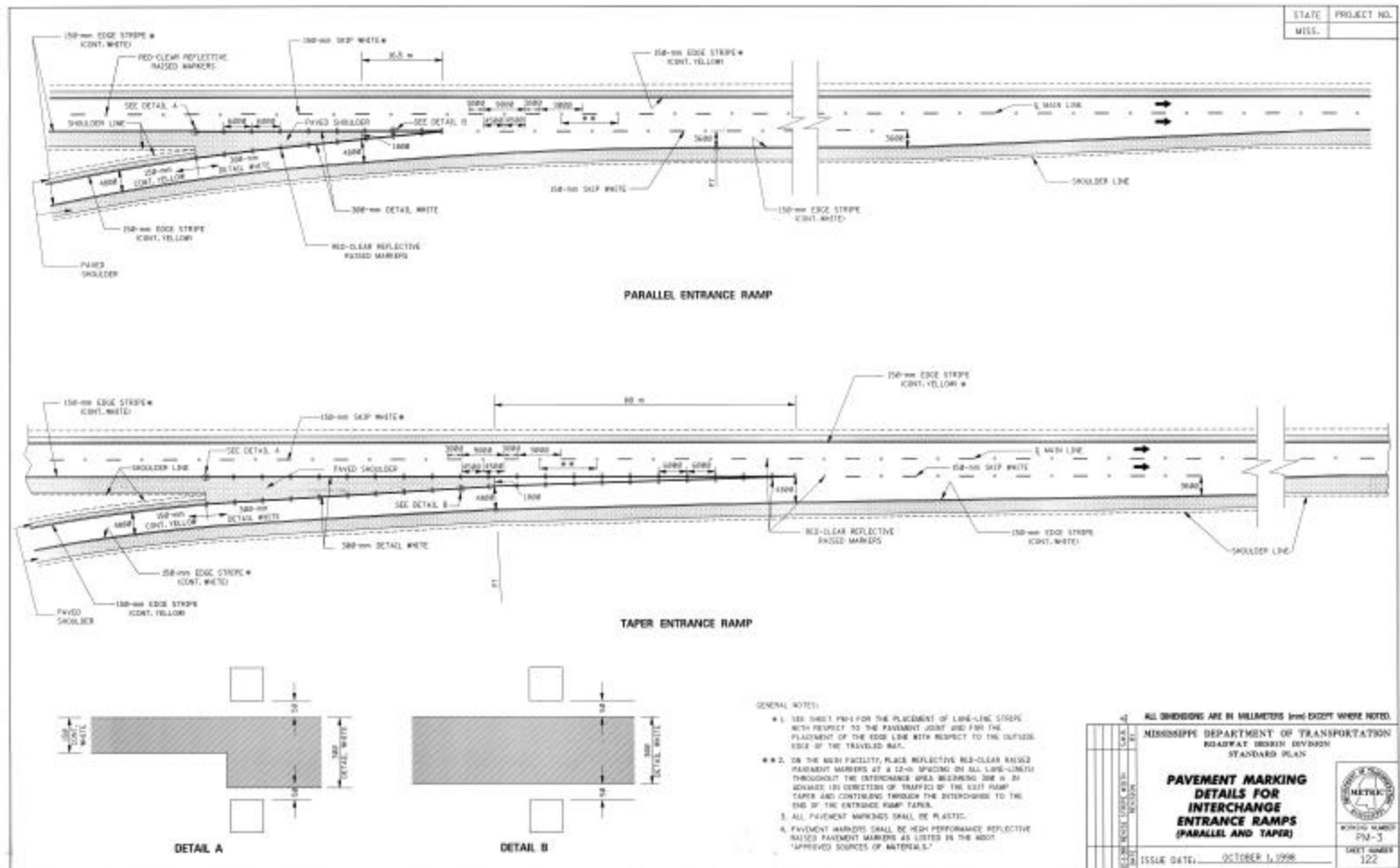
Standard Drawings attached hereto shall govern appropriate items of required work.

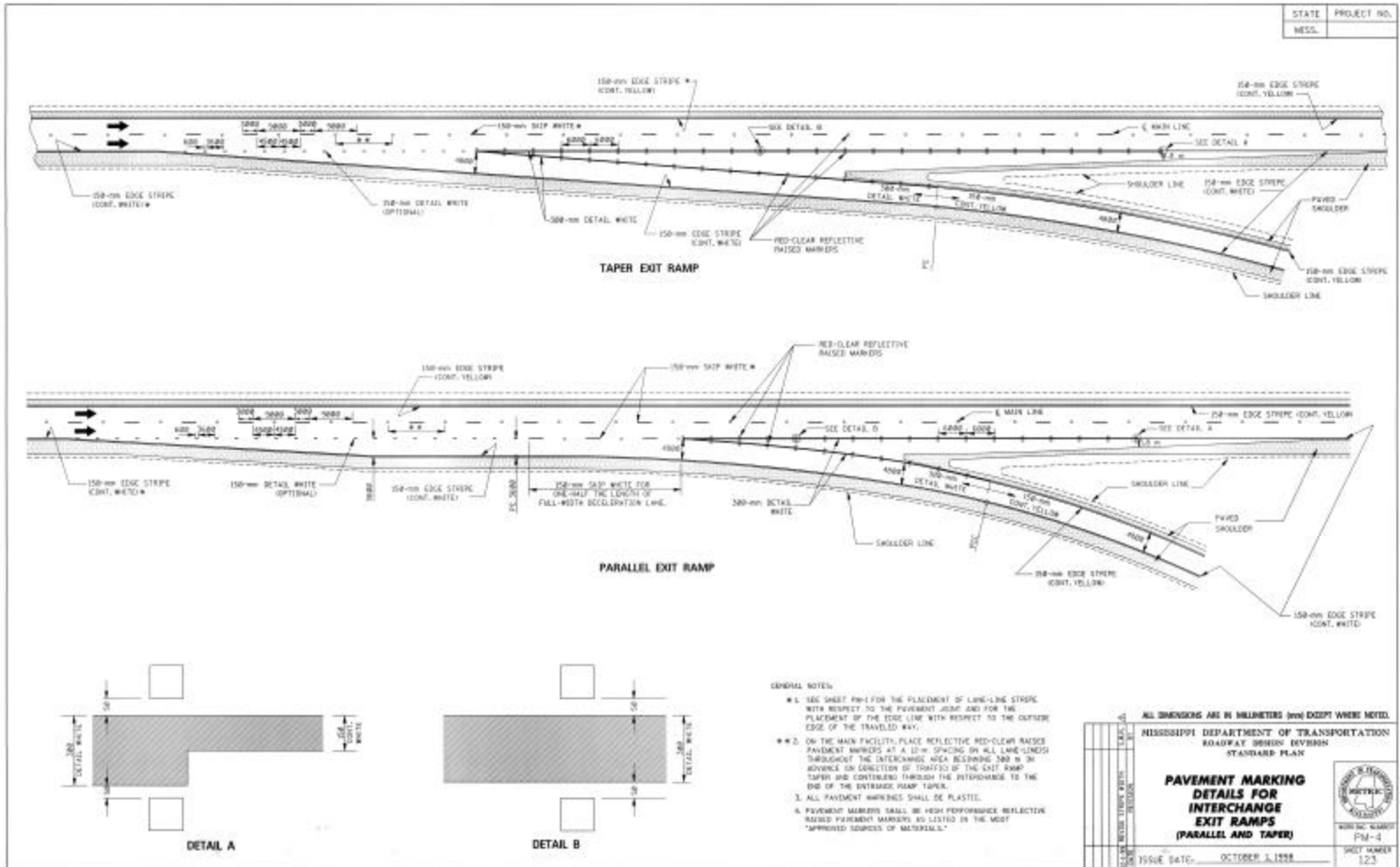
Larger copies of Standard Drawings may be purchased from:

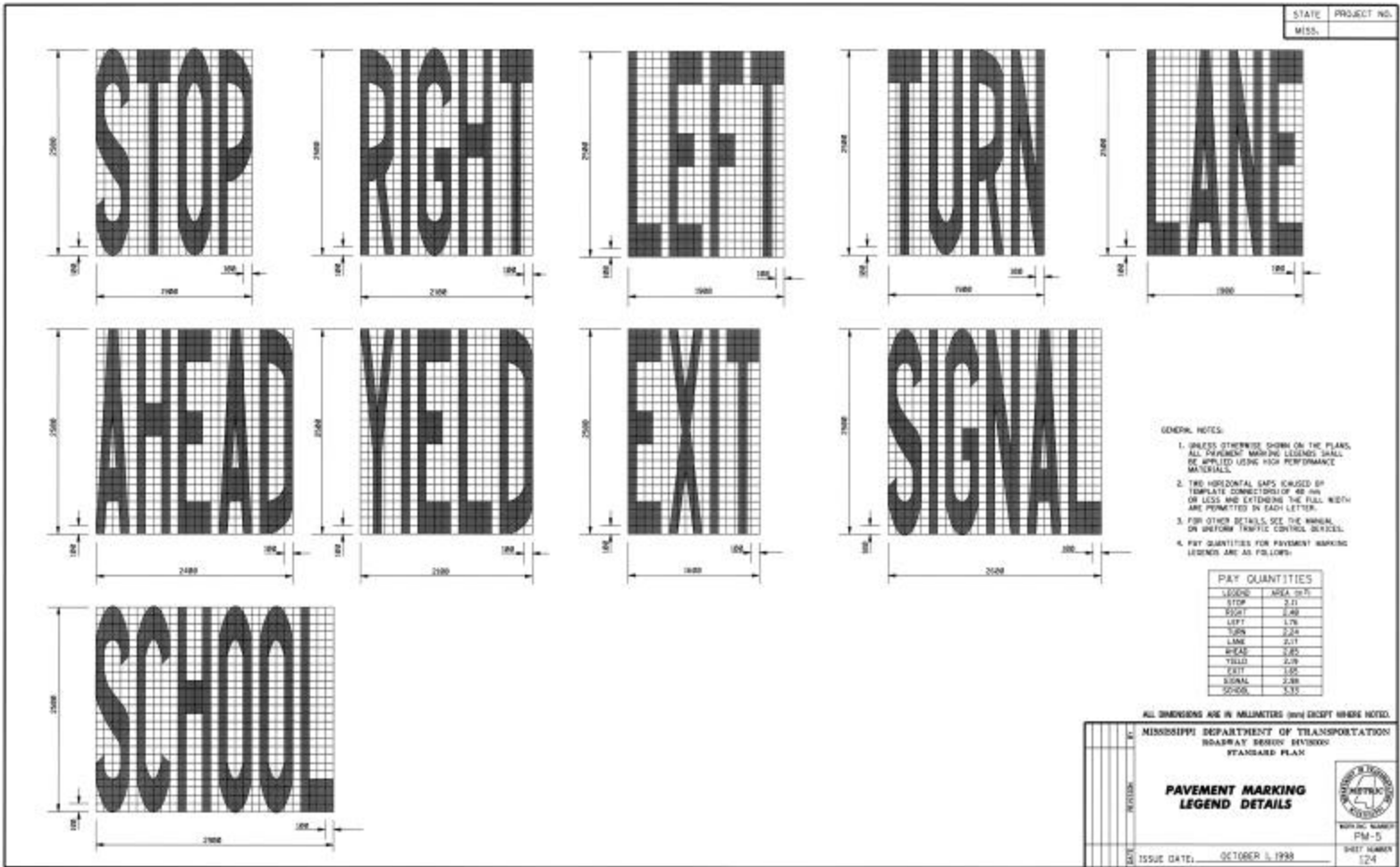
MDOT Plans Print Shop
MDOT Administration Building
401 North West Street, Room 1100
P.O. Box 1850
Jackson, MS, 39215-1850
Telephone: (601) 359-7460
or FAX: (601) 359-7461
or e-mail: plans@mdot.state.ms.us

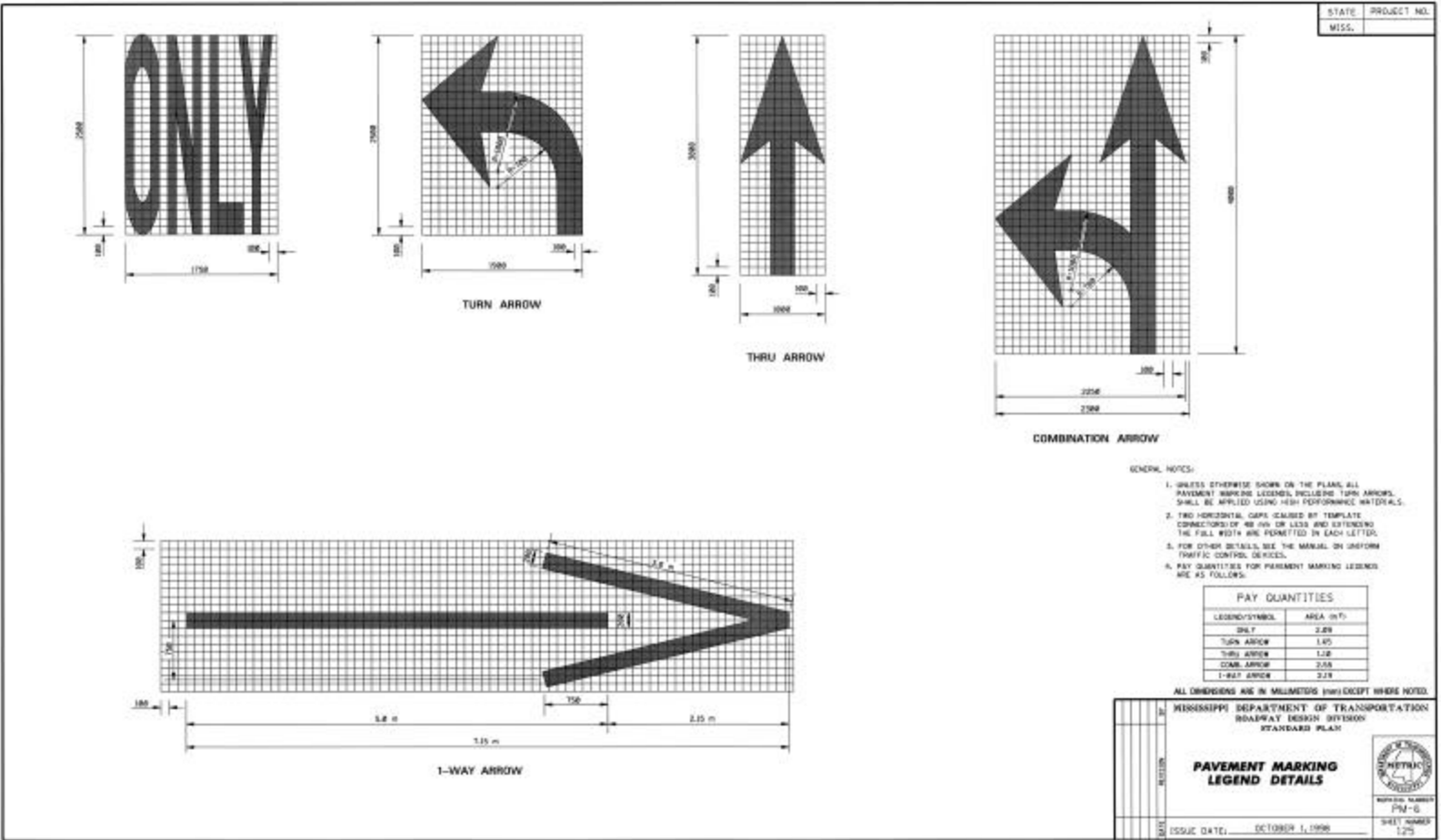


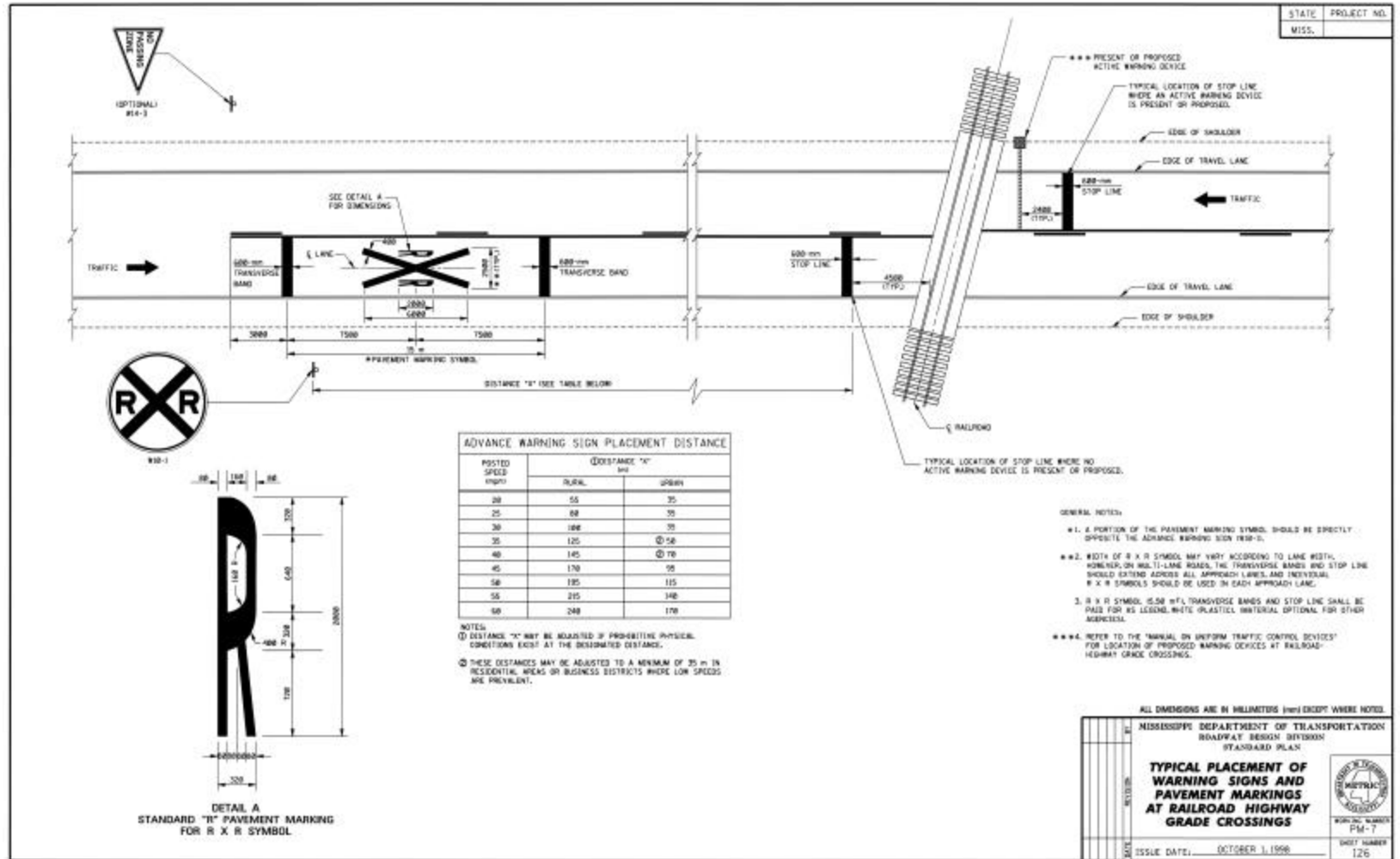


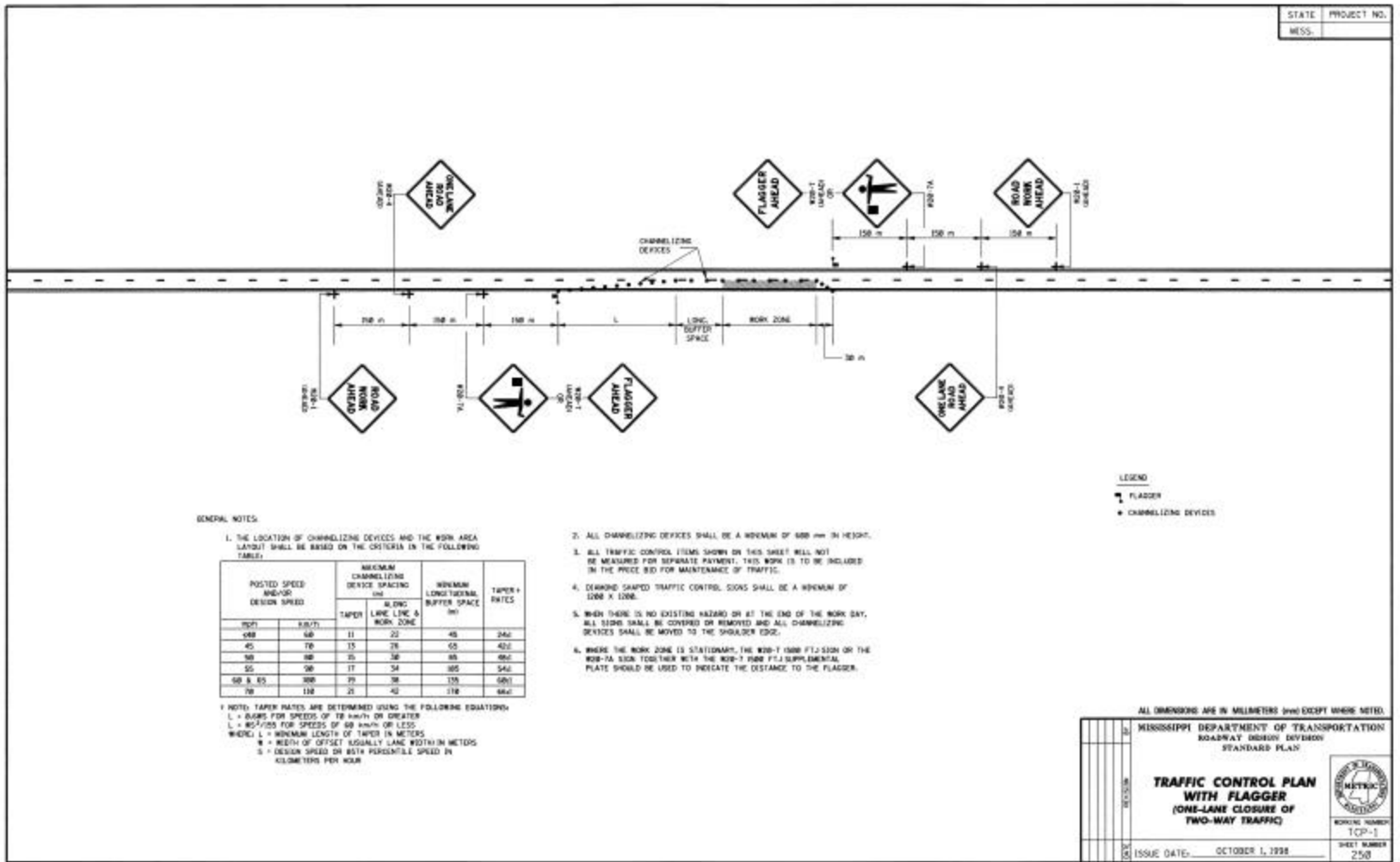


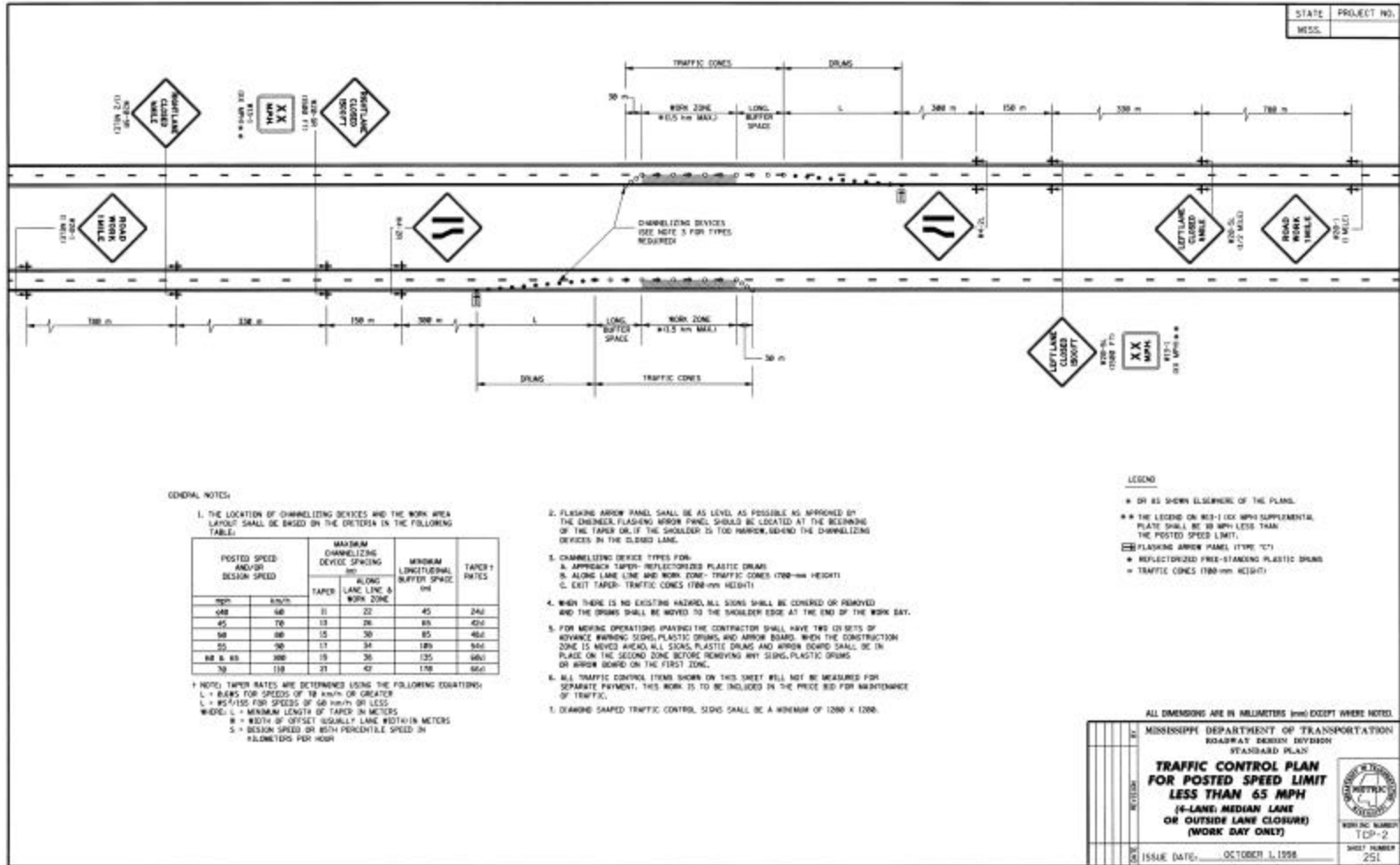


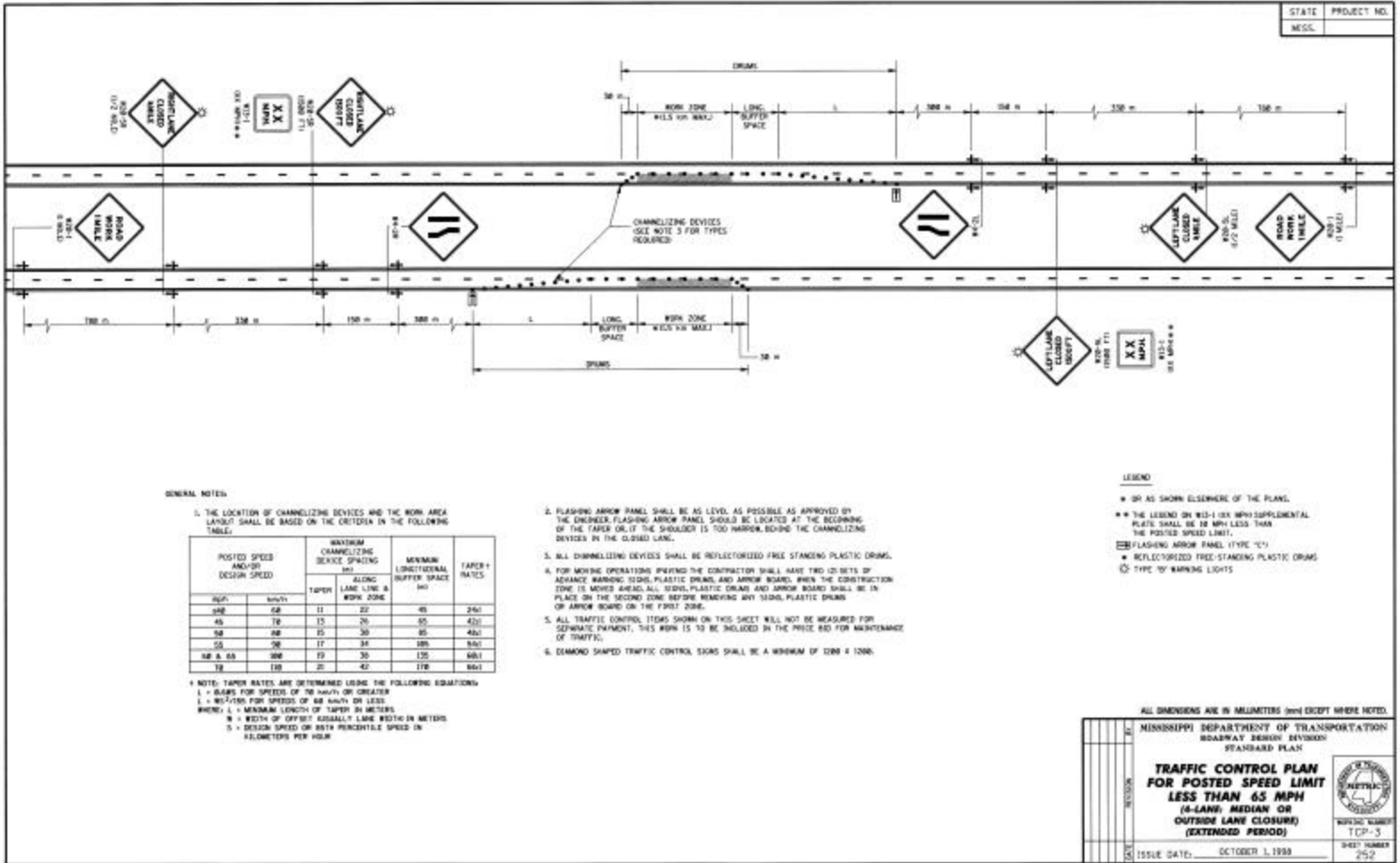


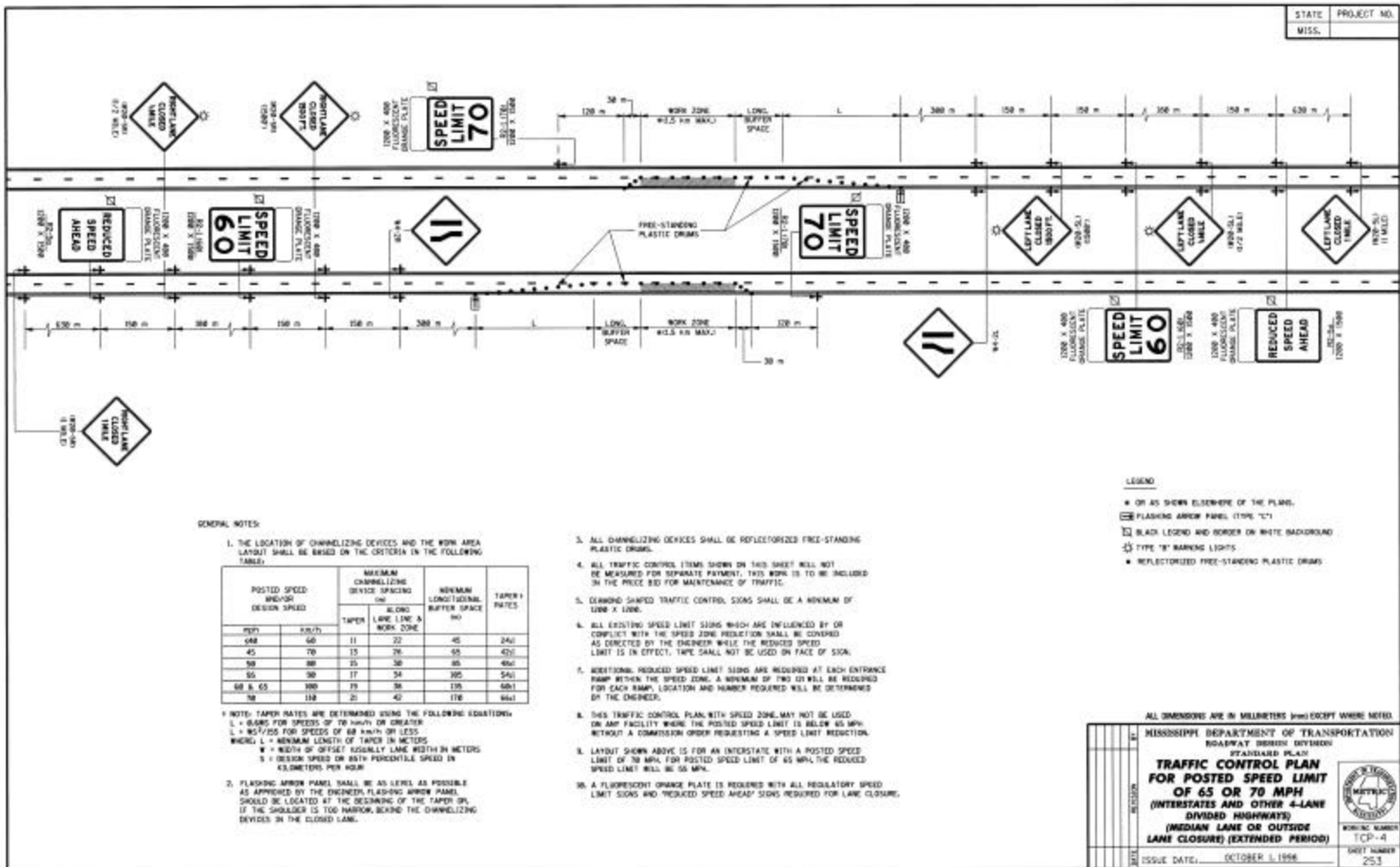


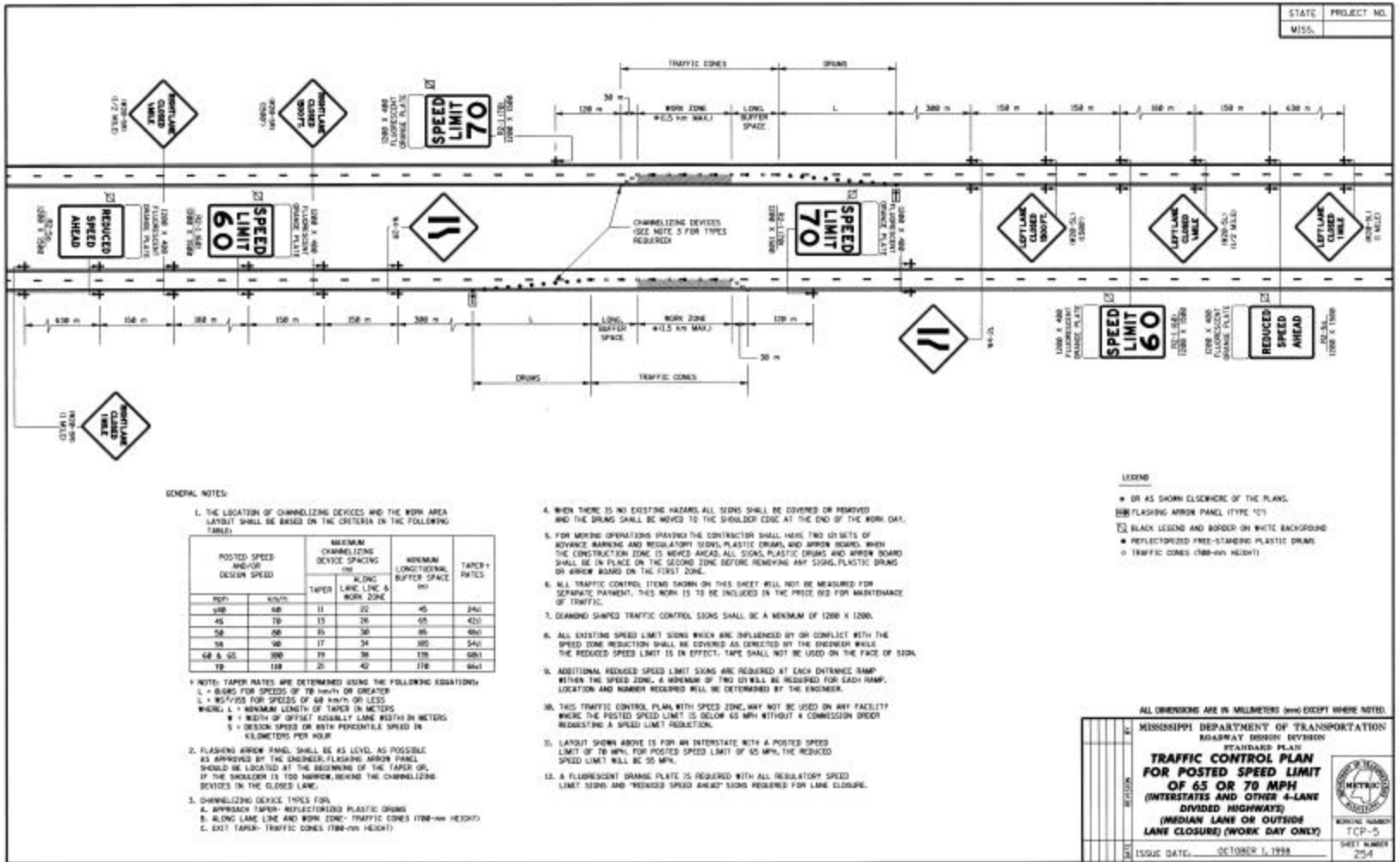















STATE		PROJECT NO.	
MISS.			



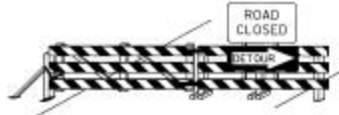
TYPE I



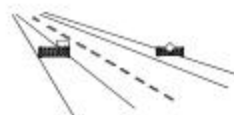
TYPE II




TYPE III



BARRICADE CLOSING A ROAD





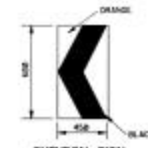
STANDARD BARRICADES

- A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
- A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL, AS FOR EXAMPLE, ON CITY STREETS, OR FOR THE WIDE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
- A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FOLD POSTS, A RIGID SAIL, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, RINGED "A" FRAME.
- TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS.
- DO NOT PLACE BARRICADES OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL. THEY WILL BLOCK VIEW OF RAIL. PLACES.
- FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

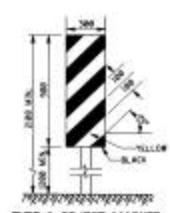
BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL, mm	200 MIN. - 300 MAX.	200 MIN. - 300 MAX.	200 MIN. - 300 MAX.
LENGTH OF RAIL, mm	600 MIN.	600 MIN.	1200 MIN.
WIDTH OF STRIPE, mm	150	150	150
HEIGHT	100 MIN.	300 MIN.	1500 MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 (7' FACING TRAFFIC IN ONE DIRECTION 4 (7' FACING TRAFFIC IN TWO DIRECTIONS)
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SAIL


* 1. FOR RAILS LESS THAN 900 mm LONG, 900 mm WIDE STRIPES MAY BE USED.
 ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 8175 mm² OF REFLECTIVE AREA FACING TRAFFIC.



CHEVRON SIGN DETAIL



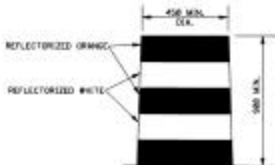
TYPE 3 OBJECT MARKER
(M-30)



VERTICAL PANEL

WING BARRICADES

- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ACHIEVE WARNING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
 - IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 - IN ADVANCE OF ALL BRIDGE OR CULVERT REPAIR OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADES. THE PRECEDENT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 150 mm WIDE.
- DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- WHEN PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 1000 mm FROM THE EDGE OF TRAVELLED LANE.

GENERAL NOTES

- MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH-INTENSITY REFLECTIVE SHEETING.
- THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

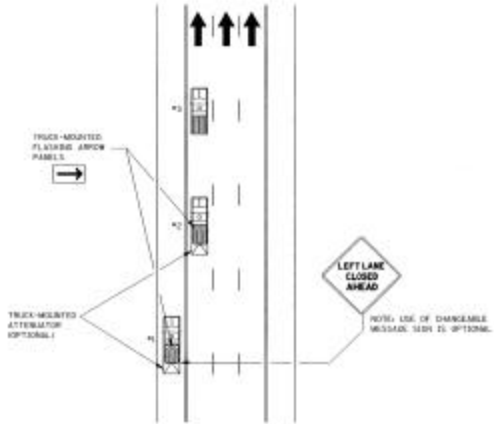
ALL DIMENSIONS ARE IN MILLIMETERS (mm) EXCEPT WHERE NOTED.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

ISSUE DATE: OCTOBER 1, 1998

MOBILE OPERATIONS ON MULTILANE ROAD

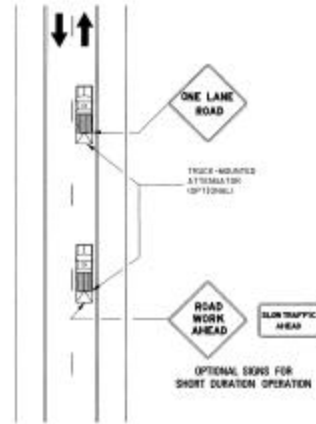


MOBILE OPERATIONS ON MULTILANE ROAD

NOTES:

1. VEHICLES USED FOR THESE OPERATIONS SHOULD BE MARKED HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, PLACES, LEGS, OR ARROW PANELS.
2. PROTECTION VEHICLE #1 SHOULD BE EQUIPPED WITH AN ARROW PANEL, AN APPROPRIATE LANE CLOSURE SIGN SHOULD BE PLACED ON PROTECTION VEHICLE #1 SO AS NOT TO OBSCURE THE ARROW PANEL.
3. PROTECTION VEHICLE #2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
4. PROTECTION VEHICLE #1 SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE #1 SHOULD BE ELIMINATED.
6. ON HIGH-SPEED FREEWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (TALL VEHICLE #3 ON THE SHOULDER OF PROTECTION VEHICLE #2 IN THE CLOSED LANE, AND VEHICLE #3 IN THE CLOSED LANE).
7. ARROW PANELS SHALL BE AS A MINIMUM TYPE 8, 150W AND 2 TSP OR IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE NOTES.
8. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
9. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT, THIS WORK IS TO BE INCLUDED IN THE PRICE FOR MAINTENANCE OF TRAFFIC.

MOBILE OPERATIONS ON TWO-LANE ROAD

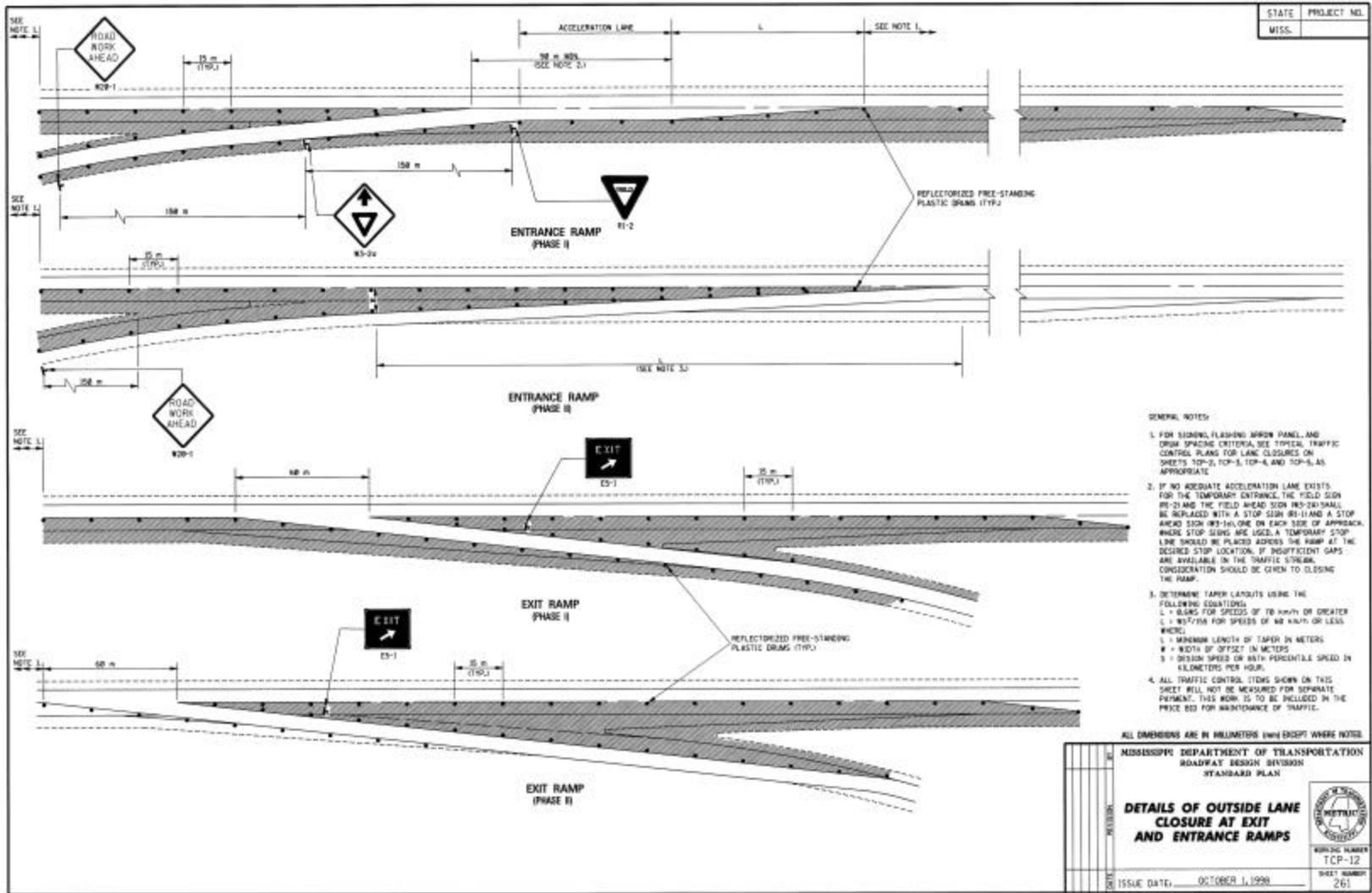


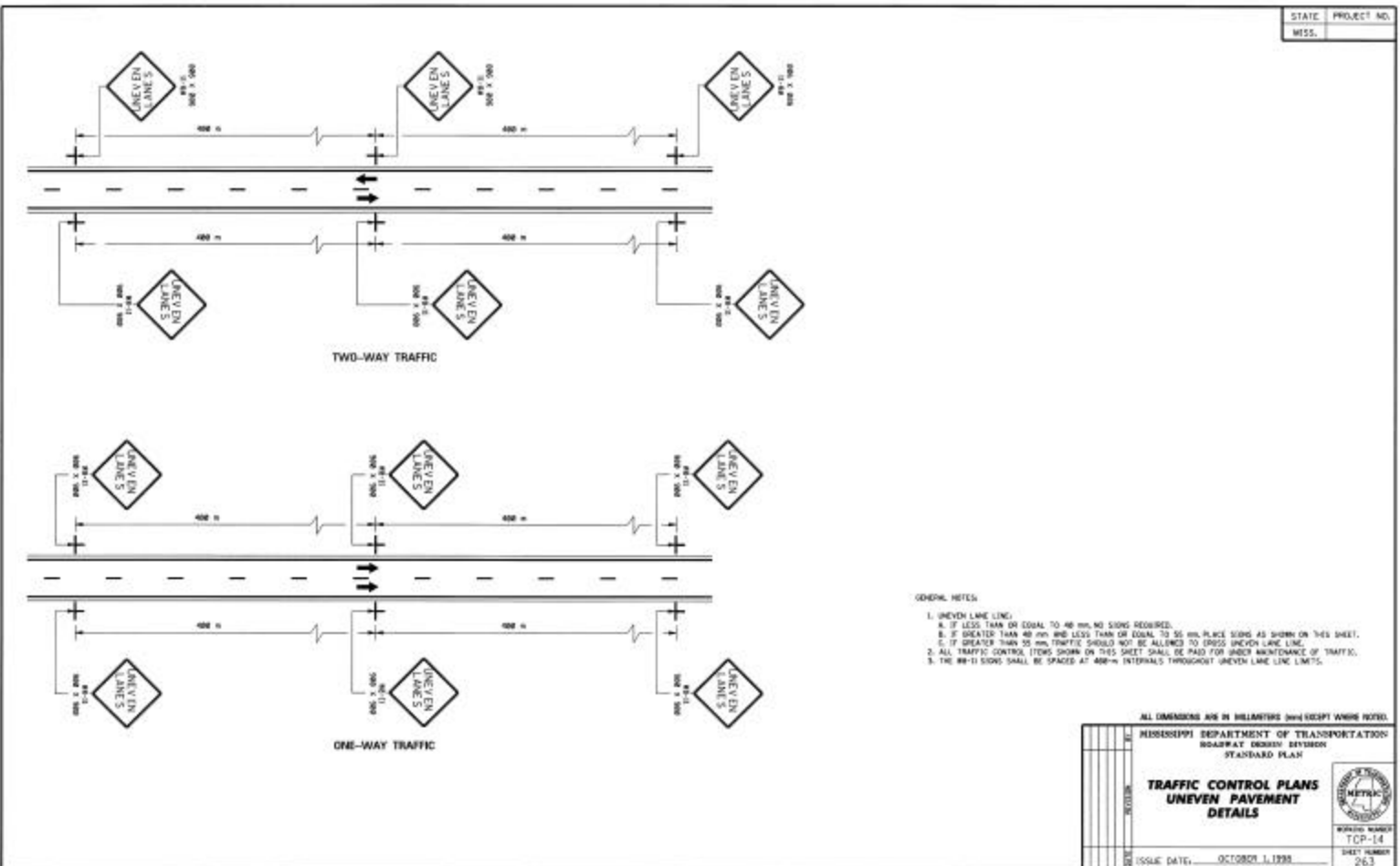
MOBILE OPERATIONS ON TWO-LANE ROAD

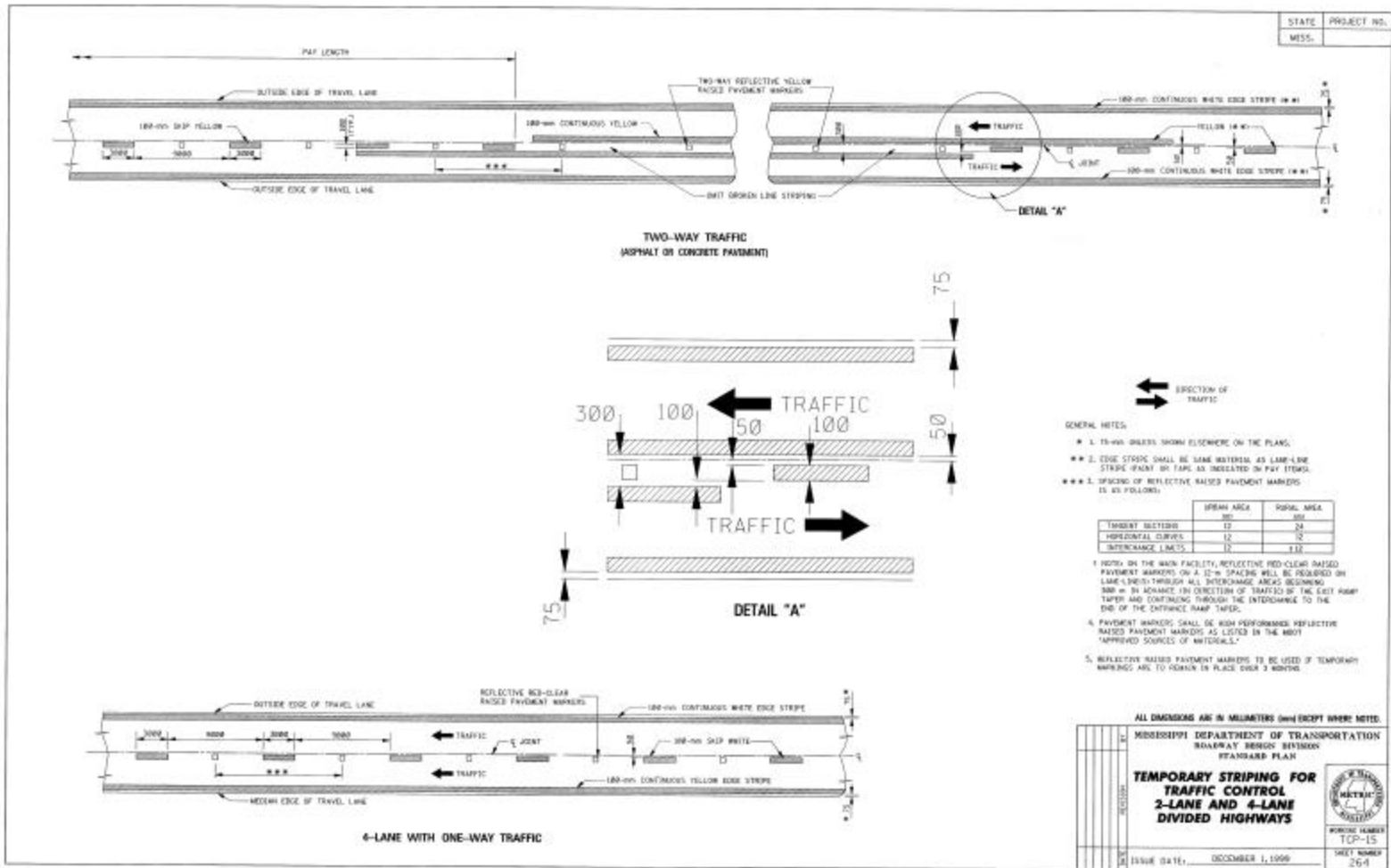
NOTES:

1. WHEN PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES SHOULD PULL OVER PROXIMATELY TO ALLOW TRAFFIC TO PASS. IF THIS CAN NOT BE DONE FREQUENTLY, AS AN ALTERNATE, A "DO NOT PASS" SIGN MAY BE PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAVEMENT WIDTH, AND OTHER FACTORS. PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AHEAD. WHENEVER ADEQUATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLES SHOULD MAINTAIN THE MINIMUM DISTANCE AND PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES THAT REDUCE SIGHT DISTANCE.
3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
4. A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE EQUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE WORK. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLAGMANS OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 1000 MM ABOVE THE PAVEMENT. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
7. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT, THIS WORK IS TO BE INCLUDED IN THE PRICE FOR MAINTENANCE OF TRAFFIC.

45		ALL DIMENSIONS ARE IN MILLIMETERS (mm) EXCEPT WHERE NOTED.	
STATE		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
PROJECT NO.		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
SHEET NO.		TRAFFIC CONTROL PLAN	
SHEET NO.		MOBILE OPERATIONS	
SHEET NO.		MULTILANE ROADS	
SHEET NO.		AND	
SHEET NO.		TWO-LANE ROADS	
SHEET NO.		ISSUE DATE: OCTOBER 1, 1988	
SHEET NO.		SHEET NUMBER 260	









MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 779M

CODE: (IS)

DATE: 06/07/2002

SUBJECT: Contract Overpayment(s)

Bidders are hereby advised that by the execution of the contract for this project, the Contractor agrees that it has the duty to and will immediately reimburse the Mississippi Transportation Commission, without any demand therefore, for any overpayment(s) of which it has knowledge, or through due diligence, should have knowledge.

By the execution of the contract for this project, the Contractor also agrees that if the Mississippi Transportation Commission has made any overpayment(s) to the Contractor on any previously executed contract(s), the Mississippi Transportation Commission may notify the Contractor in writing of the nature and the amount of the overpayment(s). If the Contractor fails to remit the overpayment(s) to the Mississippi Transportation Commission within sixty (60) calendar days from the date of such notice, interest shall accrue from the date of such notification until payment is made in full at the rate of one percent (1%) per month until fully paid.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 803M

CODE: (IS)

DATE: 09/17/2002

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 804M

CODE: (IS)

DATE: 09/26/2002

SUBJECT: Certification of Traffic Control Devices

Category 1 Traffic Control Devices

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

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

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

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

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

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

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

Category 2 Traffic Control Devices

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

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

Category 3 Traffic Control Devices

Category 3 Traffic Control Devices are items similar to Category 2 but have a mass of more than 45 kilograms. Category 3 Traffic Control Devices include concrete barrier, truck mounted attenuators (TMAs), workzone crash cushions, and fixed sign supports.

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

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

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

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

Contractor's Letter to the Project Engineer

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 812M

CODE: (SP)

DATE: 10/23/2002

SUBJECT: Submission of Form OCR-485

Bidders are hereby advised that prior to the November 2002 letting, Form OCR-485 was completed by the apparent low bidder and submitted 10 days after opening of the bids. Beginning with the November 2002 letting, 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. 872M

CODE: (SP)

DATE: 07/18/2003

SUBJECT: Changes in Submittal of DBE Forms

Bidders are hereby informed that this project contains requirements for submitting DBE forms which is different than normal contracts let by MDOT.

Bidders are hereby advised that FOR THIS PROJECT ONLY, forms OCR-481 and OCR-485 will have to be completed, signed and submitted at the time of bidding. The 10-day period normally allowed after submitting these forms on MDOT projects will not be applicable for this project.

Forms OCR-481 and OCR-485 are included in the back of the contract proposal and will have to be included in the bid proposal at the time bids are opened. Proposals will be considered IRREGULAR and may be rejected if these completed forms are not included in the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 896M

CODE: (IS)

DATE: 10/20/2003

SUBJECT: Fuel Tax Applicability to Bidders and Contractors

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 900M

CODE: (SP)

DATE: 11/12/2003

SUBJECT: Estimated Monthly Quantities

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 1038M

CODE: (SP)

DATE: 9/12/2005

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

REFERENCE: Subsection 907-109.07

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	2.8860	\$0.7624
Diesel	2.5494	\$0.6735

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	\$0.9835	\$233.33	\$0.2598	\$257.20
Viscosity Grade AC-10	\$0.9845	\$233.57	\$0.2601	\$257.46
Viscosity Grade AC-20	\$0.9724	\$230.71	\$0.2569	\$254.31
Viscosity Grade AC-30	\$0.9660	\$229.17	\$0.2552	\$252.61
Grade PG 64-22	\$0.9695	\$230.00	\$0.2561	\$253.53
Grade PG 67-22	\$0.9514	\$225.71	\$0.2513	\$248.80
Grade PG 76-22	\$1.3404	\$318.00	\$0.3541	\$350.53
Grade PG 82-22	\$1.5090	\$358.00	\$0.3986	\$394.62

EMULSIFIED ASPHALTS

Grade EA-4 (SS-1)	\$0.8463	\$0.2236
Grade RS-2C (CRS-2)	\$0.8706	\$0.2300
Grade CRS-2P	\$1.0358	\$0.2736

PRIMES

Grade EA-1 & MC-70	\$1.1209	\$0.2961
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1041M

CODE: (IS)

| DATE: 09/26/2005

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, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1044M

CODE: (SP)

DATE: 10/17/2005

SUBJECT: Contract Time

PROJECT: ER-BR-0003-01(115) / 104576-- Harrison County

The calendar date for completion of work to be performed by the Contractor for this project shall be **February 15, 2006**, which date shall be the end of contract time. Because of the funding of this project, it is **MANDATORY** that the project be completed by February 15, 2006, with **NO EXCEPTIONS**. The Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1047M

CODE: (SP)

DATE: 10/17/2005

SUBJECT: Pre-Construction Conference

PROJECT: ER-BR-0003-01(115) / 104576-- Harrison County

Bidders are hereby advised that a pre-construction conference will be held at the MDOT Administration Building immediately following the execution of this contract.

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.

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

SMSA Counties:

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

Non-SMSA Counties:

George, Greene -----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha-----	26.5
--	------

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. 907-101-3M

CODE: (IS)

| DATE: 06/11/2004

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Delete the definition of "Optional Items" on page 101-8 and substitute:

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

| After the definition for Underground Storage Tanks on page 101-12, add the following:

| **Wetlands** - As defined in EPA and Corps of Engineer's (Corps) regulations and clarified in the Corps 1987 Wetlands Delineation Manual, or sequent Federal wetland delineation manuals.

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

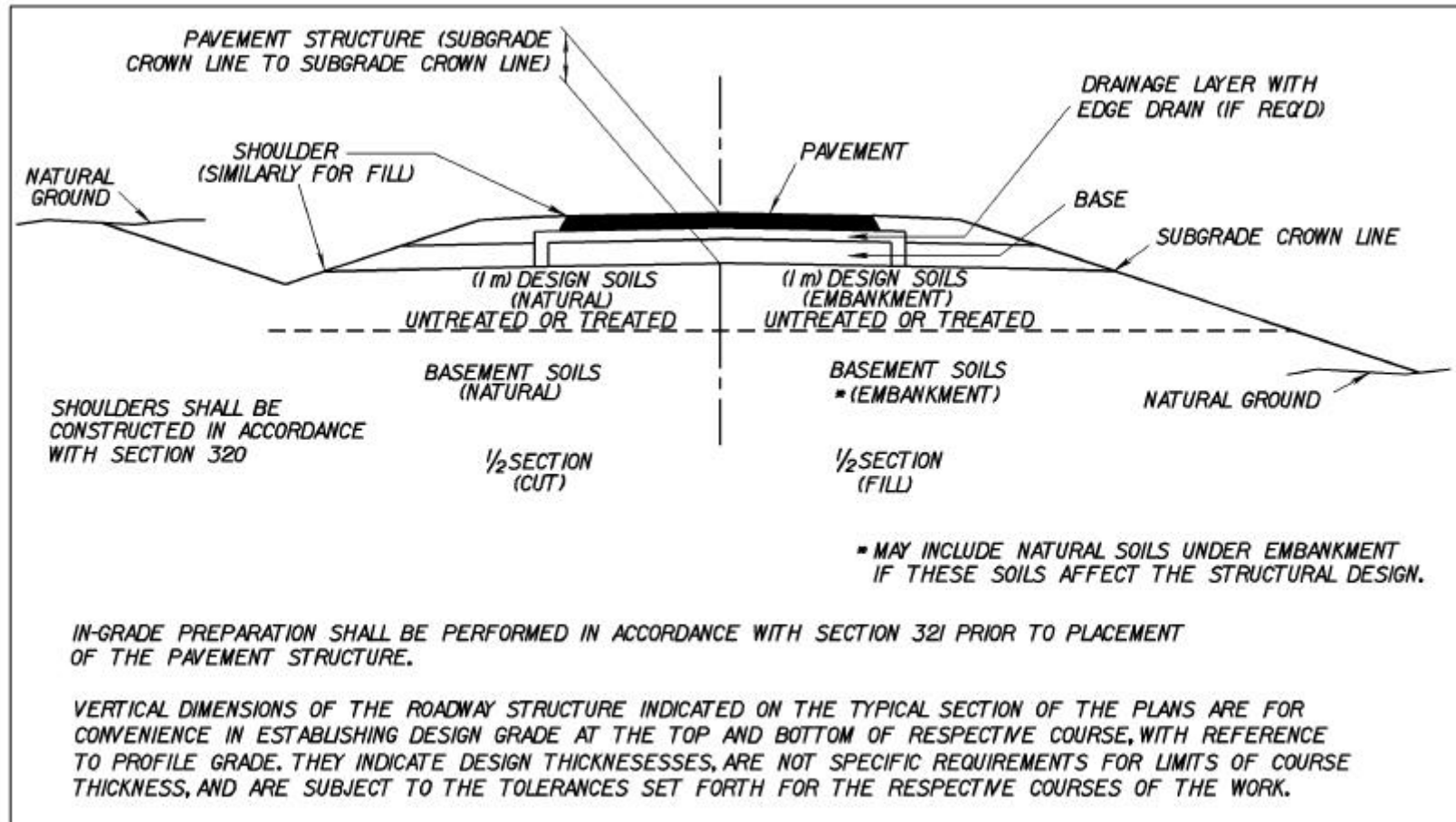


FIGURE 1 - REFERENCE DIVISION 100 - PAGE 101-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4M

CODE: (IS)

DATE: 03/01/2002

SUBJECT: Preparation of Proposal

Section 102, Bidding Requirements and Conditions, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-3M

CODE: (IS)

DATE: 12/2/99

SUBJECT: Execution and Approval of Contract

Section 103, Award and Execution of the Contract, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

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

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

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

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

907-103.07--Execution and Approval of Contract. The successful bidder to whom the contract has been awarded shall sign and file with the Director the contract and all documents required by the contract within **10 days** after the contract has been mailed to the bidder. The contract may require certain documents be submitted at an earlier date, in which case, those documents shall be submitted within the time frame specified. If the contract is not executed by the Department within 15 days following receipt of the signed contract and all necessary documents, the bidder shall have the right to withdraw his bid without penalty. No contract is in effect until it is executed by all parties.

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

Failure of the bidder to execute the contract and file acceptable bond within **10 days** shall be just cause for the cancellation of the award and forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised at the discretion of the Department.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-104-4M

DATE: 5/03/2004

SUBJECT: Minor Alterations to the Contract

In the first paragraph of Subsection 907-104.02.3 on page 1, change the \$5,000 to \$10,000.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-104-4M

CODE: (IS)

| DATE: 04/11/2003

SUBJECT: Minor Alterations to the Contract

Section 104, Scope of Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 104.02.3 on pages 104-3 and 104-4, and substitute the following:

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

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

Payment will be made under:

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

- lump sum

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Differing Site Conditions

Section 104, Scope of Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.02.2--Differing Site Conditions. Delete the first, second and third paragraphs of Subsection 104.02.2 on page 104-3, and substitute the following:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before the affected work is performed.

Upon written notification by the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. The written notice shall be submitted upon the forms provided and required by the Department.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-6M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Removal and Disposal of Materials

Section 104, Scope of Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of Structures and Obstructions. Change the title of Subsection 104.05 on page 104-6 to the following:

907-104.05--Removal and Disposal of All Materials From the Project.

At the end of the fourth paragraph of Subsection 104.05 on page 104-6, remove the period at the end of the sentence and add the following:

, but any such delays shall not entitle the Contractor to nor shall such delays justify or be the basis for any monetary damages against the Commission, Department or any of its officers or employees.

Delete the eighth and ninth paragraphs of Subsection 104.05 on page 104-6 and substitute the following:

When the contract documents indicate certain materials or other matter for removal or removal from the right-of-way permitted and disposed of at locations provided by the Contractor, the Contractor shall furnish the Engineer a copy of a release from each property owner for the servitude of the land. The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland. The State, the Commission, the Department, or any of its officers or employees will have no ownership or liability whatsoever for materials or matter removed thus from the right-of-way.

All removals by the Contractors are to be made in accordance with the provisions of Section 201, Section 202 and Section 203.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Load and Speed Restrictions

Section 105, Control of the Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete the first paragraph of Subsection 105.13 on page 105-7, and substitute the following:

The Contractor shall determine and comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. The Department shall not have any obligations to determine or inform the Contractor of any legal load limitations of any municipality, county or the State of Mississippi. A special permit will not relieve the Contractor of liability for damages which may result from the moving of material or equipment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-3M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Claims

Section 105, Control of the Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-105.17--Claims for Adjustments and Disputes. Delete the first paragraph of Subsection 105.17 on page 105-10, and substitute the following:

It is in the public interest that the Department have early or prior knowledge of an existing or impending claim of any nature by the Contractor so that the Department may appropriately consider modifying the details of the work or other actions of the Department which might result in mitigation or elimination of the effect of the act or conditions objected to by the Contractor and so that the Department may institute appropriate procedures, as required, to keep strict account of actual costs and to verify, at the time, facts upon which a claim is made. Therefore, if in any case the Contractor deems that additional compensation is due for work or materials not covered in the contract or not ordered by the Engineer as Extra Work, or if the Contractor deems that adjustment in the contract time should be made because of any of the reasons provided for in the contract as a basis for an extension of time, the Contractor shall immediately notify the Engineer in writing of an intention to make such claim for additional compensation before beginning the work on which the Contractor bases the claim. If the nature of the claim is such that the Contractor can not fully identify all aspects of the claim, the Contractor shall have 30 calendar days from the date of the incident to provide the Engineer with written documentation clearly identifying the claim issue(s) and all other logically related work items or phases. If such written notification is not given by the Contractor in accordance with these specifications and the Engineer and the Department's Audit Division, or other authorized persons, are not afforded proper facilities by the Contractor for keeping strict account of actual costs or verification at the time of facts upon which a claim for contract adjustment is made, the Contractor hereby agrees that failure to provide written notice has denied the Department the prerogative of verifying additional time, materials, equipment, labor and making adjustments in the work which might remove or alleviate the conditions for which a claim might be made, and the Contractor further agrees that such failure on the Contractor's part shall be a conclusive waiver of any claim, or part thereof, including the waiver of any such claim for damages before a court of law.

Delete the third paragraph of Subsection 105.17 on pages 105-10 and 105-11, and substitute the following:

Any such notice shall be in writing on a form provided by the Department for such purpose and shall describe in detail any act of omission or commission by the Department or its agents that allegedly caused or contributed to the condition for which a claim may be made and the nature of

the claim and shall provide all documentation to support any such claim. The Contractor shall deliver or mail the notice to the Project Engineer and retain proof of such delivery.

Delete the fifteenth paragraph of Subsection 105.17 on pages 105-12, and substitute the following:

Any part of a claim based on after-the-fact general statements of costs such as "Normal cost of such work", "computed as a percentage of etc." or other such indefinite statements shall not justify or be the basis for the payment of or award of any damages and will be denied or returned to the Contractor without action.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-105-4M

CODE: (IS)

| DATE: 12/02/2004

SUBJECT: Cooperation By Contractor

Section 105, Control of the Work, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

| 907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 105-3, change "Notice to Proceed" to "Notice of Award".

At the end of Subsection 105.05 on page 105-4, add the following:

The Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. The Engineer shall be furnished with the telephone numbers where the Contractor's responsible person and a substitute, authorized to act in the absence of the responsible person, may be reached at all times when not on the project. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-1M

CODE: (IS)

DATE: 1/2/96

SUBJECT: Convict Produced Materials

Section 106, Control of Materials, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

907-106.13--Convict Produced Materials.

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-2M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Contractor Pit and Quarry Sites

Section 106, Control of Materials, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-106.02.2--Contractor Furnished Sources. Delete the fourth and fifth paragraphs of Subsection 106.02.2 on page nos. 106-1 and 106-2, and substitute the following:

All pits and quarry sites are subject to approval from the Mississippi Department of Environmental Quality, Office of Geology, as set forth in Subsection 907-107.23.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-7M

CODE: (IS)

DATE: 10/22/2003

SUBJECT: Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows

Delete Subsection 107.14.2.1 on page 107-12 and substitute the following:

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.

Delete the first paragraph of subparagraph (a) in Subsection 107.14.2.2 on page 107-13 and substitute the following:

(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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-8M

CODE: (SP)

DATE: 11/13/2003

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows

Delete in toto Subsection 107.22.1 on page 107-18 and substitute:

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-9M

CODE: (IS)

DATE: 06/11/2004

SUBJECT: Contractor's Responsibility For Work

Section 107, Legal Relations and Responsibility to Public, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.09--Construction Over or Adjacent to Navigable Waters and Wetlands. Delete the fourth paragraph of Subsection 107.09 on page 107-8 and substitute the following:

The permits will only cover work shown on the plans. Should temporary construction be proposed for the Contractor's convenience in the areas set out in the permits, the Contractor shall apply for and furnish a copy of the required permits to the Engineer before proceeding with the temporary construction.

907-107.11--Use of Explosives. Delete the first paragraph of Subsection 107.11 on page 107-10 and substitute the following:

The use of explosives is not permissible under any condition or on any project unless approved in writing by the Engineer. When using explosives, the Contractor shall exercise utmost care not to endanger life and property including the new work. The Contractor shall be responsible for all damage resulting from the use of explosives and shall indemnify and hold harmless the Commission, the Department, and any of its officers or employees.

907-107.17--Contractor's Responsibility For Work. After the second paragraph of Subsection 107.17 on page 107-15, add the following:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-2M

CODE: (SP)

DATE: 4/30/98

SUBJECT: Determination and Extension of Contract Time

Section 108, Prosecution and Progress, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

Delete Subsection 108.06 in toto, and insert:

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-11M

CODE: (IS)

DATE: 1/02/2003

SUBJECT: Liquidated Damages Table

Section 108, Prosecution and Progress, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

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

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge
From More Than	To and Including	Per Calendar Day
\$ 0	\$ 100,000	\$ 140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	2,000,000	450
2,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	-----	1,400

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-18M

CODE: (IS)

| DATE: 12/02/2004

| SUBJECT: Notice To Proceed

Section 108, Prosecution and Progress, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-108.02--Notice To Proceed. Delete the third and fourth paragraphs of Subsection 108.02 on page 108-3, and substitute the following:

If the Department delays the issuance of the Notice to Proceed, the Beginning of Contract Time will automatically be adjusted equal to the number of calendar days of the delay. When the revised date falls on Sunday or a holiday the following day will be the Beginning of Contract Time. The contract time will be extended automatically as provided in Subsection 907-108.06, and the Department will furnish the Contractor a revised progress schedule as provided in Subsection 108.03.1.

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

907-108.04.3--Temporary Suspension of Work. Delete the last sentence of the second paragraph of Subsection 108.04.3 on page 108-6, and substitute the following:

The failure of the Contractor to submit the written report within the seven-day period officially constitutes a waiver of any claims for additional time or damages. The request shall set forth the reasons and support for such adjustment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-7M

CODE: (IS)

DATE: 12/12/2002

SUBJECT: Measurement and Payment for Changes in Costs of Construction
Materials (Fuels and Asphalt)

Section 109, Measurement and Payment, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

Delete line 20, page 109-8 and add the following subsection:

907-109.07 - Changes in Material Costs. Because of the uncertainty in estimating the costs of petroleum products that will be required during the life of a contract, adjustment in compensation for certain materials is provided as follows:

Bituminous Products--Each month the Department will acquire unit prices from producers or suppliers who supply the State highway construction industry with bituminous products. The average of all quotes for each product will serve as the base price for contracts let in the subsequent month.

Fuels--Selected cash price quotations for bulk gasoline and diesel fuel will be taken from Platt's Oilgram PAD 2 and PAD 3. The appropriate adjustment per liter for gasoline and diesel fuel will be added to the quotations to allow for taxes and markups. The prices thus determined will serve as the base prices for contracts let in the subsequent month.

The established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices For Contracts Let In (Month and Year)."

Each month thereafter, the Engineer will be furnished with the current monthly prices. Adjustments for change in cost will be determined from the difference in the contract base prices and the prices for the period that the work is performed and for the quantities completed, provided the price change in a product is more than five percent. Adjustments may increase or decrease compensation depending on the difference between the base prices and prices for the estimate period.

The adjustments will be determined for the quantities of bituminous products and the average fuel requirements for processing a unit of work as set forth herein.

COST ADJUSTMENT FACTORS FOR FUEL USAGE

<u>Item of Work</u>	<u>Units</u>	<u>Code</u>	<u>Diesel</u>	<u>Gasoline</u>
Excavation & Embankment (Except Structure and Foundation)	liters/cubic meter	(E)	1.44	0.74
Granular Materials, Stabilizer Aggregates or Coarse & Seal Aggregates	liters/cubic meter or liters/metric ton	(GM) (GT)	4.36 2.59	2.82 1.67
Subgrade & Base Mixing Items	liters/square meter	(M)	0.199	0.127
Hot Mix Asphalt (HMA)	liters/metric ton	(B)	10.72	3.25
Asphalt Drainage Course	liters/square meter	(D)	2.20	0.67
Portland Cement Concrete Base & Pavement	liters/square meter	(C)	0.50	0.68
Bridge Items, Structural Concrete, Pipe Culverts, (Including Foundation & Structure Excavation and all other Concrete related items)	liters/\$1000	(S)	41.6	49.2

CONSTRUCTION MATERIALS

The items and quantities subject to compensation adjustment:

ADJUSTMENT CODE

- (A1) Asphalt for HMA mixture -- theoretical liters based on job mix formula and unit mass of 1.010 kilograms per liter (new asphalt only for recycled HMA mixture).
- (A2) Asphalt for Surface Treatment -- pay quantity in liters.
- (A3) Asphalt for Prime -- pay quantity in liters.
- (A4) Asphalt for Curing Seal -- 1.13 liters per square meter.
- (A5) Asphalt for Bituminous Treated Roving -- 2.26 liters per square meter.
- (A6) Asphalt for Asphalt Drainage Course -- theoretical gallons per square meter based on job mix formula and unit mass of 1.010 kilograms per liter.

Any difference between checked final quantity and the sum of quantities shown on the monthly estimates for any item will be adjusted by the following formula:

Where: $FA = (FCQ - PRQ) \times EA$
FA = Final Adjustment
FCQ = Final Checked Quantity
PRQ = Total Quantity Previously Reported on Monthly Estimate
EA = Total Adjustment Shown on Monthly Estimate

The final adjustment is to consider any error(s) that may have been made in the computations of monthly adjustments.

After the expiration of contract time, including all authorized extensions, adjustments will be computed using fuel and material prices that are in effect at the expiration of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-10M

CODE: (IS)

| DATE: 06/11/2004

| SUBJECT: Partial Payments

Section 109, Measurement and Payment, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.06.1--General. After the second paragraph of Subsection 109.06.1 on page 109-6, add the following:

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

907-109.06.2--Advancement on Materials. Delete the fourth sentence of the first paragraph of Subsection 109.06.2 on page 109-7, and substitute:

To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; ; or in the case of prestressed concrete members that may require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of prestressed concrete members that may require being produced at an out-of-state location, the prestress members may be stored at the location of the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

Delete the second paragraph of Subsection 109.06.2 on pages 109-6 & 109-7, and substitute the following:

Advancements will not be allowed until the Project Engineer has received triplicate copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the State Materials Engineer, another designated Department employee or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

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

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection.

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

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

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

907-109.06.3--Retainage. Regardless of the value of the earned work based on the value of work scheduled for completion by the approved progress schedule, no deduction for retainage will be made from payments and advancement of materials due to the Contractor. Likewise, the Contractor shall not withhold any retainage from any payments due to a Subcontractor or Supplier.

907-109.10--Payment of Withheld Funds. Delete in toto Subsection 109.10 on page 109-8, and substitute the following:

907-109.10--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-501-6M

DATE: 7/17/2003

SUBJECT: Transverse Grooving

Delete the last sentence of Subsection 907-501.04 on page 2 and substitute the following:

For bridge decks, the quantity will be computed by measuring the area between the face of barrier rail and the length of the span, or by the limits of transverse grooving shown in the plan. For concrete and bridge end pavements, the quantity will be computed by measuring the area between the edge of pavement and the length of the pavement, or by the limits of transverse grooving shown in the plan.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-501-6M

CODE: (IS)

DATE: 12/15/99

SUBJECT: Diamond Grinding and Grooving

Section 501, Portland Cement Concrete Pavement, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-501.03--Construction Requirements.

907-501.03.18--Final Finish.

At the end of Subsection 501.03.18.5 on page 501-21, add the following:

907-501.03.18.6--Transverse Grooving. After the concrete has cured for a minimum of seven (7) days, the bridge deck and bridge end slabs shall be grooved with a self-propelled mechanical sawing device using diamond blades. Grooves shall be perpendicular to the centerline of the roadway and extend as close as possible to the gutter line but in no case more than 600 millimeters from the gutter line. The grooves shall be 3 millimeters wide and 5 millimeters deep and shall be spaced in such a manner to produce the following sequence: 20-mm, 28-mm, 15-mm, 25-mm, 15-mm, 28-mm, 20-mm in 150-mm repetitions across the width of one pass of the mechanical sawing device. The tolerance for the width of the groove is +2 to -0 millimeters and the tolerance for the depth and spacing of the grooves is ± 2 millimeters.

907-501.03.19--Surface Tests.

At the end of Subsection 501.03.19 on page 501-23, add the following:

907-501.03.19.1--Diamond Grinding. Grinding of concrete surfaces shall consist of diamond grinding the existing portland cement concrete surface to remove surface distortions to achieve the specified surface smoothness requirements.

907-501.03.19.1.1--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture portland cement concrete surfaces with diamond blades. The effective wheel base of the machine shall not be less than 3.6 meters. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 0.9 meters forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least 0.9 meter wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at cracks, joints, or other locations.

907-501.03.19.1.2--Construction. The construction operation shall be scheduled and proceed in a manner that produces a uniform finish surface. Grinding will be accomplished in a manner to provide positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified in 907-501.03.19.1.3. It is the intent of this specification that the surface smoothness characteristics be within the limits specified.

The Contractor shall establish positive means for removal of grinding residue. Solid residue shall be removed from pavement surfaces before it is blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities, but may be allowed to flow into adjacent ditches.

907-501.03.19.1.3--Finished Concrete Surface. The grinding process shall produce a pavement surface that is smooth and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall not be more than 2 millimeters higher than the bottoms of the grooves.

The finished pavement surface will be measured for riding quality. The grinding shall produce a mainline riding surface which does not exceed either the specified profile index or the specified bump and dip limit.

The contract unit prices shall be full compensation for furnishing, loading, hauling, mixing, placing, rolling, and applying all materials; for all cleaning and sweeping; and for all labor, equipment, tools and incidentals necessary to complete the work.

907-501.04-Method of Measurement. After the last paragraph of Subsection 501.04 on page 501-28, add the following:

Transverse grooving will be measured by the square meter, complete in place and accepted. The quantity will be computed by measuring the bound area between the face of barrier rail, (edge of pavement, etc.) and the length of the span (pavement, etc.).

907-501.05--Basis of Payment.

907-501.05.1--General. After the third paragraph of Subsection 501.05.1 on page 501-28, add the following:

Transverse grooving will be paid for at the contract unit price per square meter, which price shall be full compensation for all grinding, cleaning and sweeping; and for all labor, equipment, tools and incidentals necessary to complete the work.

After the last pay item listed in Subsection 501.05.1 on page 501-29, add the following:

907-501-K: Transverse Grooving

- per square meter

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-11M

CODE: (IS)

DATE: 06/18/2003

SUBJECT: Traffic Control for Construction Zones

Section 619, Traffic Control for Construction Zones, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

Standards for height of construction signs shall be those shown for roadside signs in Chapter 6F of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

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

Unless otherwise specified on the plans, the material on which the reflective sheeting is to be applied shall be 1.52-millimeter (minimum) steel, 2.03-millimeter (minimum) aluminum, or 15-millimeter (minimum) high density overlaid plywood. Ungalvanized steel, exterior grade plywood and lumber shall have a minimum of two coats of paint on front, back, and edges. High density overlaid plywood shall have the edges painted. The material to which reflective sheeting is to be applied shall be prepared in accordance with the recommendations of the sheeting manufacturer.

Delete the third sentence of the first paragraph of Subsection 619.02.4 on page 619-2 and substitute the following:

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

907-619.02.5--Advance Warning Flashing Arrow Panels. Delete in toto Subsection 619.02.5 on page 619-2 and substitute:

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

907-619.02.6--Concrete Median Barrier and Delineators. Delete in toto Subsection 619.02.6 on pages 619-2 & 619-3, and substitute:

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

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

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

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

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

Delete in toto Subsection 619.02.7 on page 619-3 and substitute:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-12M

CODE: (SP)

DATE: 09/22/2003

SUBJECT: Changeable Message Signs

Section 619, Traffic Control for Construction Zones, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-619.02--Material Requirements.

After Subsection 619.02.11 on page 619-3, 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 running under the Windows 2000 Operating System. The entire sign assembly shall be designed and constructed to withstand and operate during a minimum of 120 kph 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 120 kph. 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 15-meter 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 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 two millimeters 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 450-mm 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 150 millimeters and the inter-character spacing shall be a minimum of 75 millimeters. 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 -30°C to +74°. The associated electronics for operation of display power supply shall be fully operational in the temperature range of -34° to +74°C. The sign display shall be protected by a non-glaring polycarbonate material of at least 6-mm 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, 75-mm by 75-mm and 75-mm by 125-mm steel tubing both with a minimum of 5-mm 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 1580 kilogram. The wheels shall be 380-mm 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 635-mm 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 150-mm 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 50-mm "hammer blow coupler" style hitch capable of being reversible with a 62-mm 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 two meters 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 2720 kilogram 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.

Warranty. In general, the manufacturer's warranties and/or guarantees shall be delivered to the Engineer prior to final acceptance of the project. All warranties and guarantees shall be made out to the Mississippi Department of Transportation. At a minimum, a one-year on-site warranty shall be required for the trailer, sign, electronics, software, and all other installed and/or attached appurtenances. The warranty begins on the date of the projects final acceptance.

907-619.03--Construction Requirements.

After Subsection 619.03.8 on page 619-6, add the following:

907-619.03.9--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 sixth paragraph of Subsection 619.04 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 907-619.03.9. 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 619-7, 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 619-9, 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. 907-627-1M

CODE: (IS)

DATE: 4/25/2000

SUBJECT: Raised Pavement Markers

Section 627, Raised Pavement Markers, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-627.02--Materials. Delete the second paragraph of Subsection 627.02 on page 627-1 and substitute:

Type B through G High Performance reflective markers shall be listed on the Department's "Approved Sources of Materials" for high performance raised pavement markers.

907-627.05--Basis of Payment. Add the "907" prefix to pay items 627-J, 627-K, 627-L, 627-M, 627-N, and 627-O at the end of Subsection 627.05 on page 627-3.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-628-4M

CODE: (IS)

DATE: 7/15/99

SUBJECT: Cold Plastic Pavement Markings

Section 628, Cold Plastic Pavement Markings, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

Delete in toto Subsection 628.01 on page 628-1 and substitute the following:

907-628.01--Description. This work consists of furnishing materials and installing cold plastic pavement markings of the type specified in reasonably close conformity with the plans and these specifications.

907-628.02--Materials. After the first sentence of Subsection 628.02 on page 628-1, add the following:

High performance cold plastic marking material shall meet the requirements of 907-720.07.

907-628.03--Construction Requirements.

907-628.03.1--Equipment. After the first sentence of Subsection 628.03.1 on page 628-1, insert the following:

When high performance cold plastic pavement markings for lane lines are used, the manufacturer shall provide application equipment, manual or automatic as necessary for the job requirements. These applicators shall be capable of applying a minimum of two 100-mm lines simultaneously with a 100-mm spacing between the lines.

907-628.05--Basis of Payment. Add the "907" prefix to all the pay item numbers in Subsection 628.05 on pages 628-1 and 628-2.

After the last pay item listed on page 628-2, add the following:

907-628-I: 100-mm High Performance Cold Plastic Traffic Stripe (Skip White)

- per kilometer **or**
meter

907-628-J: 100-mm High Performance Cold Plastic Traffic Stripe (Continuous White)

- per kilometer **or**
meter

907-628-K: 100-mm High Performance Cold Plastic Edge Stripe (Continuous White)

- per kilometer **or**
meter

907-628-L: 100-mm High Performance Cold Plastic Traffic Stripe (Skip Yellow)

- per kilometer or
meter

907-628-M: 100-mm High Performance Cold Plastic Traffic Stripe (Continuous Yellow)

- per kilometer or
meter

907-628-N: 100-mm High Performance Cold Plastic Edge Stripe (Continuous Yellow)

- per kilometer or
meter

907-628-O: High Performance Cold Plastic Detail Stripe
(100-mm Equivalent Length) (Color)

- per meter

907-628-P: High Performance Cold Plastic Legend (White)

- per square meter
or meter

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-699-2M

CODE: (IS)

| DATE: 7/03/2003

SUBJECT: Construction Layout and Staking

Section 699, Construction Stakes, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Section 699 on page nos. 699-1 thru 699-3 and substitute the following:

SECTION 907-699--CONSTRUCTION STAKES

907-699.01--Description. This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction stakes or bridge construction stakes, or both, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction stakes as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction staking "by the Department" shall be construed to mean "by the Contractor".

907-699.02--Materials. The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used.

907-699.03--Construction Requirements. The Department will establish, one time only, reference points and bench marks at distances not to exceed 300 meters for roadway work. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. For the purpose of determining responsibility for construction stakes, lines and grades, a box bridge will not be considered as a bridge. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions which may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the Project Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.
- (b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.
- (c) Adjustment of curve data.

The Contractor will be responsible for **calculating and laying out** all **additional** lines, grades, elevations and dimensions **necessary to construct the work required in the plans**. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Department's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking stringline or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Department for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Project Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 30 meters on tangents and intervals of not

more than 15 meters in curves. Closer intervals will be required for sharp changes in grades or alignment, widening, or super elevation.

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement blue tops shall be set on intervals in accordance with the appropriate applicable requirements of Sections 321, 403 and 501.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law. The Contractor shall not engage the services of any person in the employ of the Department for the performance of any of the work covered by this Section or any person who has been employed by the Department within the past six months except those who have legitimately retired from service with the Department during this period.

All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Department.

The Department reserves the right to check for accuracy any or all of the Contractor's layout work and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Department.

907-699.04--Method of Measurement. Construction stakes will be measured as a lump sum quantity. When Pay Item No. 907-699-A, Roadway Construction Stakes, is provided in the contract, measurement shall include the staking of all bridges, including detour bridges, which are a part of the contract.

907-699.04.1--Roadway Construction Stakes. Measurement for payment will be in accordance with the following schedule:

- (a) When one percent of the original contract amount is earned from all direct pay items, 10 percent of the amount bid for Roadway Construction Stakes will be paid.
- (b) When five percent of the original contract amount is earned from all direct pay items, 25 percent of the amount bid for Roadway Construction Stakes will be paid.
- (c) When 20 percent of the original contract amount is earned from all direct pay items, 50 percent of the amount bid for Roadway Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid will be based on the contract percent complete.

907-699.04.2--Bridge Construction Stakes. Measurement for payment will be in accordance with the following schedule:

- (a) When one percent of the original contract value of all bridge items is earned, 10 percent of the amount bid for Bridge Construction Stakes will be paid.
- (b) When five percent of the original contract value of all bridge items is earned, 25 percent of the amount bid for Bridge Construction Stakes will be paid.
- (c) When 20 percent of the original contract value of all bridge items is earned, 50 percent of the amount bid for Bridge Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of original contract value of all bridge items, the amount paid will be based on the percentage of work completed on all bridge items.

907-699.05--Basis of Payment. Construction stakes, measured as prescribed in Subsection 907-699.04, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

907-699-A: Roadway Construction Stakes	- lump sum
907-699-B: Bridge Construction Stakes	- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-1M

CODE: (IS)

DATE: 05/20/2005

SUBJECT: Portland Cement

Section 701, Hydraulic Cement, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-701.02--Portland Cement. Delete the third paragraph of Subsection 701.02 on page 701-1 and 701-2, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfates, or to seawater, cement types and/or replacement of cement by Class F fly ash (FA) or ground granulated blast furnace slag (GGBFS) shall be as follows:

Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II* cement or Type I cement with 25% Class F fly ash or 50% GGBFS replacement
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with 25% Class F fly ash or 50% GGBFS replacement

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II cement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-1M

CODE: (SP)

DATE: 1/2/96

SUBJECT: Coarse Aggregate for Cement Concrete

Section 703, Aggregates, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows:

907-703.03.2.4--Gradation.

At the bottom of the table, on Page 703-4, of this subsection insert the following footnote:

A maximum tolerance of three percent retained on the 25.0 mm sieve will be allowed for Aggregate Size No. 67, provided all of the material passes a 31.5 mm sieve. This tolerance is not applicable for Class F and Class FX Concrete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-1M

CODE: (IS)

DATE: 5/8/96

SUBJECT: Reinforcing Steel

Section 711, Reinforcement and Wire Rope, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows:

907-711.02--Reinforcing Steel.

Delete the first paragraph of Subsection 711.02.1 on page 711-1 and substitute:

907-711.02.1--Bar Reinforcement. Bar reinforcement shall conform to the requirements of AASHTO Designation: M 31M, as herein amended, (Grade 420) for billet steel bars.

AASHTO Designation: M 31M is hereby amended as follows:

1. Sections 1.2 and 1.3, and Note 2 shall be replaced in their entirety with:

1.2 Bars are of three minimum yield levels: namely, 300, 420, and 520 MPa, designated as Grades 300, 420, and 520, respectively.

1.3 Hot-rolled plain rounds, in sizes up to and including 50.8 mm in diameter in coils or cut lengths, when specified for dowels, spirals, and structural ties or supports, shall be furnished under the specification in Grades 300, 420, and 520 (Note 2). For bending properties, test provisions of the nearest nominal diameter deformed bar size shall apply. Those requirements providing for deformations and marking shall not be applicable.

NOTE 2 - The mass for plain rounds smaller than 9.5 mm in diameter shall be computed on the basis of the size in ASTM A 510M.

2. Note 4 shall be replaced in its entirety with:

NOTE 4 - A typical ordering description is as follows: 19 metric tons, deformed and plain billet-steel bars for concrete reinforcement, No. 25, 18.3 m long, deformed, Grade 420 in secured lifts, to AASHTO M 31M as herein amended. Certified mill test reports are required.

3. Section 11.1 shall be replaced in its entirety by:

11.1 The permissible variation in mass shall not exceed 6 percent under nominal mass, except for bars smaller than 9.5 mm plain round, the permissible variation in mass shall be computed on the basis of the permissible variation in diameter in Specification ASTM A 510M. Reinforcing bars are evaluated on the basis of nominal mass. In no case shall the overmass of any bar be the cause for rejection.

4. Section 14 shall be replaced in its entirety with:

14. NUMBER OF TESTS

14.1 For bar sizes No. 10 to 36, inclusive, one tension test and one bend test shall be made of the largest size rolled from each heat. If, however, material from one heat differs by three or more designation numbers, one tension and one bend test shall be made from both the highest and lowest designation number of the deformed bars rolled.

14.2 In the case of No. 43 and 57 bars, one tension test and one bend test shall be made of each size from each heat.

5. Replace Section 20.3.4 in its entirety with:

20.3.4 Minimum Yield Designation - For Grade 420 bars, either the number 4 or a single continuous longitudinal line through at least 5 spaces offset from the center of the bar side. For Grade 520 bars, either the number 5 or two continuous longitudinal lines through at least 5 spaces offset each direction from the center of the bar. (No marking designation for Grade 300 bars.)

6. Table 1 shall be replaced in its entirety by:

TABLE 1 Deformed Bar Designation Numbers, Nominal Masses, Nominal Dimensions, and Deformation Requirements

Bar Designation No. ^B	Nominal Mass, kg/m	Nominal Dimensions ^A			Deformation Requirements, mm		
		Diameter, mm	Cross-Sectional Area, mm ²	Perimeter, mm	Maximum Average Spacing	Minimum Average Height	Maximum Gap (Chord of 12.5% of Nominal Perimeter)
10	0.560	9.5	71	29.9	6.7	0.38	3.6
13	0.994	12.7	129	39.9	8.9	0.51	4.9
16	1.552	15.9	199	49.9	11.1	0.71	6.1
19	2.235	19.1	284	59.8	13.3	0.97	7.3
22	3.042	22.2	387	69.8	15.5	1.12	8.5
25	3.973	25.4	510	79.8	17.8	1.27	9.7
29	5.060	28.7	645	90.0	20.1	1.42	10.9
32	6.404	32.3	819	101.3	22.6	1.63	12.4
36	7.907	35.8	1006	112.5	25.1	1.80	13.7
43	11.38	43.0	1452	135.1	30.1	2.16	16.5
57	20.24	57.3	2581	180.1	40.1	2.59	21.9

^A The nominal dimensions of a deformed bar are equivalent to those of a plain round bar having the same mass per meter as the deformed bar.

^B Bar designation numbers approximate the number of millimeters of the nominal diameter of the bar.

7. Table 2 shall be replaced in its entirety with:

TABLE 2 Tensile Requirements

	Grade 300 ^A	Grade 420	Grade 520 ^B
Tensile strength, min, MPa	500	620	690
Yield strength, min, MPa	300	420	520
Elongation in 203.2 mm, min, %:			
Bar Designation No.			
10	11	9	-
13, 16	12	9	-
19	12	9	7
22, 25	-	8	7
29, 32, 36	-	7	6
43, 57	-	7	6

^A Grade 300 bars are furnished only in sizes 10 through 19.

^B Grade 520 bars are furnished only in sizes 19 through 57.

8. *Table 3 shall be replaced in its entirety with:*

TABLE 3 Bend Test Requirements

Bar Designation No.	Pin Diameter for Bend Tests ^A		
	Grade 300	Grade 420	Grade 520
10,13,16	$3\frac{1}{2}d$ ^B	$3\frac{1}{2}d$	-
19	$5d$	$5d$	$5d$
22, 25	-	$5d$	$5d$
29, 32, 36	-	$7d$	$7d$
43, 57 (90°)	-	$9d$	$9d$

^A Test bends 180° unless noted otherwise.

^B d = nominal diameter of specimen.

Delete the Standard Reinforcing Bars table on page 711-1 and substitute:

STANDARD REINFORCING BARS

Bar Designation No.(2)	Nominal Mass, kg/m	Nominal Dimensions (1)		
		Diameter, mm	Cross- Sectional Area, mm ²	Perimeter, mm
10	0.560	9.5	71	29.9
13	0.994	12.7	129	39.9
16	1.552	15.9	199	49.9
19	2.235	19.1	284	59.8
22	3.042	22.2	387	69.8
25	3.973	25.4	510	79.8
29	5.060	28.7	645	90.0
32	6.404	32.3	819	101.3
36	7.907	35.8	1006	112.5
43	11.38	43.0	1452	135.1
57	20.24	57.3	2581	180.1

Delete in toto Subsection 711.02.2 on page 711-2 and substitute:

907-711.02.2--Bar Mats. Bar mats for concrete pavement reinforcement shall be Grade 420 billet steel, AASHTO Designation: M 31M, as amended by special provision, and shall conform to the requirements of AASHTO Designation: M 54.

Delete the first paragraph of Subsection 711.02.4 on page 711-2 and substitute:

907-711.02.4--Dowel Bars and Marginal Bars. Unless otherwise indicated, dowel bars used to span transverse joints and marginal bars shall be plain round bars. They shall be Grade 420 billet steel, AASHTO Designation: M 31M, as amended by special provision.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2M

CODE: (SP)

DATE: 4/24/96

SUBJECT: Reinforcing Steel

Section 711, Reinforcement and Wire Rope, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows and the contents of which are applicable ONLY when using non-metric size reinforcement.

Delete in toto Subsection 711.02 beginning on page 711-1, and substitute the following:

907-711.02--Reinforcing Steel.

907-711.02.1--Bar Reinforcement. Bar reinforcement shall conform to the requirements of AASHTO Designation: M 31 (Grade 60) for billet steel bars.

Bars shall be fabricated as indicated on the plans; shall be cold-bent, unless otherwise permitted, to the shapes shown on the plans or as directed; and shall be bent prior to being wholly or partially embedded in concrete.

Unless otherwise authorized or provided on the plans, bends or hooks shall not be fabricated to a smaller diameter than that indicated for the bend test.

Rail steel bars shall be bent to the specified shapes at the mill or fabricating plant.

The areas and weights to be used in calculations for the various size reinforcing bars shall be as follows:

STANDARD REINFORCING BAR

Numbers*	Weight Lbs.per Foot	Nominal Dimension ----- Round Sections		
		Diameter (Inches)	Cross-Sectional Area (Sq. In.)	Perimeter (Inches)
2 (1)	.167	.250	.05	.786
3	.376	.375	.11	1.178
4	.668	.500	.20	1.571
5	1.043	.625	.31	1.963
6	1.502	.750	.44	2.356
7	2.044	.875	.60	2.749
8	2.670	1.000	.79	3.142
9 (2)	3.400	1.128	1.00	3.544
10 (2)	4.303	1.270	1.27	3.990
11 (2)	5.313	1.410	1.56	4.430
14	7.65	1.693	2.25	5.32
18	13.60	2.257	4.00	7.09

* The bar numbers are based on the number of 1/8 inch increments in the nominal diameter of the bar, except as noted in (2) below.

- (1) No. 2 bars in plain rounds only.
- (2) Nos. 9, 10, and 11 are round bars and equivalent in weight and nominal cross-sectional area to the old type 1 inch, 1 1/8 inch, and 1 1/4 inch square bars, respectively.

907-711.02.2--Bar Mats. Bar mats for concrete pavement reinforcement shall be Grade 60 billet steel, AASHTO Designation: M 31, and shall conform to the requirements of AASHTO Designation: M 54.

907-711.02.3--Steel Wire Fabric. Steel wire fabric shall conform to the requirements of AASHTO Designation: M 55 or AASHTO Designation: M 221.

907-711.02.4--Dowel Bars and Marginal Bars. Unless otherwise indicated, dowel bars used to span transverse joints and marginal bars shall be plain round bars. They shall be Grade 60 billet steel, AASHTO Designation: M 31.

Before installation, each dowel bar shall be painted with one coat of industrial grade zinc base primer, epoxy or other approved rust inhibitive primers.

One half of each dowel bar shall be greased with a heavy grease equivalent to 600W or cup grease to prevent bonding with concrete. The greased end is to be inserted into the dowel bar sleeve described in the following paragraph.

Sleeves for dowel bars shall be metal or plastic of an approved design, mortar-tight, of sufficient strength to prevent collapse, and at least two inches in length. A suitable stop shall be provided in the sleeve to permit movement of the dowel bar within the sleeve of not less than the thickness of the expansion filler used.

Dowel bars shall be free from burring or other deformations restricting slippage in the concrete.

907-711.02.5--Tie Bars. Unless otherwise indicated, tie bars used to span longitudinal joints shall be deformed bars, billet steel, meeting the requirements set forth in 907-711.02.1.

907-711.02.6--Cold-Drawn Steel Wire. Cold-drawn steel wire shall conform to the requirements of AASHTO Designation: M 32.

907-711.02.7--Supports for Bar Reinforcement. Metal bar supports shall be fabricated from stainless steel wire conforming to ASTM Designation: A 493 (16% chromium minimum) or cold-drawn wire with a minimum of 1/2 inch of the height of the leg above the form surface protected by one of the following:

- Plastic coating conforming to CRSI Standards.
- Galvanized, conforming to ASTM Designation: A 153, Class D.
- Stainless steel conforming to ASTM Designation: A 493. (16% chromium minimum)
- Other protective coating as approved by the Engineer.
- Other supports as approved by the Engineer may be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4M

CODE: (IS)

DATE: 11/03/2004

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 711-5, 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	38 millimeters
Aspect Ratio (length / equivalent diameter)	90
Breaking tenacity, minimum *	530 mN/tex
(Tensile Strength, minimum	482 MPa)
Chord modulus, minimum *	980 cN/tex
(Modulus of Elasticity, minimum	8963 MPa)

* When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of 1.78 kilograms per cubic meter (1.78 kg / m³).

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. 907-712-4M

CODE: (IS)

DATE: 05/01/2002

SUBJECT: Materials for Guardrail Posts

Section 712, Fence and Guardrail, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

907-712.06--Guard and Guardrail Posts.

Delete Subsection 712.06.4 on Page 712-6 and substitute the following:

907-712.06.4--Steel Posts. Steel posts shall be of the section and length as shown on the plans and shall conform to the requirements of ASTM Designation: A 36.

907-712.06.5--Treated Wood Blocks For Use With Metal Guardrail Posts. Treated wood blocks for use with metal guardrail posts shall be within ± 10 -mm of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit. Preservative treatment shall be in accordance with AWPAs Standard C14.

The blocks must be obtained from approved manufacturers listed on MDOT's "List of Approved Suppliers of Treated Wood Products". The manufacturer's approval will be based on their Quality Control Program for material certification. The manufacturer shall employ a certified material grader and treatment inspector who will be responsible for grading and inspecting the treated material. The inspector's certification shall be from an approved industrial organization such as AWPAs, SPIB or American Lumber Standard. The manufacturer's certification shall be based on satisfactory grading, dimensional measurements, and treatment results. The manufacturer shall provide the Contractor two copies of their material certification and treatment report for each charge of material delivered. Also, a copy of these documents shall be mailed to the State Materials Engineer for all blocks shipped for use on MDOT projects.

The manufacturer shall brand each block with the following information:

- (1) manufacturer's logo or initials (XYZ)
- (2) manufacturer's plant location
- (3) species of wood (SYP)
- (4) treatment type (CCA-C)
- (5) minimum preservative retention by assay (10)

The Contractor, prior to installation of the blocks, shall furnish a copy of the manufacturer's certification and treatment report covering the blocks to be installed to the Department's representative.

The Project Engineer, or the Project Engineer's designated representative, will inspect each block prior to installation for proper dimensions, identification and damage or other deficiency prior to

permitting installation of the blocks. The Project Engineer will notify the State Materials Engineer when blocks are delivered to the project and report any deficiencies found. The State Materials Engineer will, at the State Materials Engineer's discretion, dispatch an inspector to the project for inspecting and boring the blocks for an assay test. Final acceptance of the blocks will be based on satisfactory field inspection and satisfactory test results when field sampling is performed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-5M

CODE: (IS)

DATE: 10/31/97

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the fifth line of Subsection 714.05.2 on page 714-4, add the following:

The available alkalis, as Na₂O, not to exceed 1.5 percent

Delete in toto Subsection 714.06 on page no. 714-4 and substitute:

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS).

907-714.06.1--General. GGBFS shall be obtained from an approved source. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier and tests performed on samples obtained after delivery in accordance with the Department's Standard Operating Procedures.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils, subbases or bases.

In addition to these requirements, GGBFS shall meet the following specific requirements.

907-714.06.2--Specific Requirements. GGBFS shall meet the requirements of AASHTO Designation: M 302, Grade 120. GGBFS shall contain no chlorides.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-716-1M

CODE: (IS)

DATE: 05/16/2002

SUBJECT: Miscellaneous Materials

Section 716, Miscellaneous Metals, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

907-716.04--Gray Iron Casings. Gray iron castings shall conform to AASHTO Designation: M 105. Class 30B shall be furnished unless otherwise specified. For testing purposes a lot size shall be defined as the lesser of either a total of 15 875 kilograms or one week's production for the Department. The test bars shall be made from a melt of iron used in production of units for the Department. The test bar length shall be a minimum of 400 millimeters.

907-716.07--Copper Bearings and Sheet Copper.

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

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

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

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

907-716.14--Bar Grates.

Delete Subsection 716.14.1 starting on page 716-2 and substitute the following:

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

B-9 Grates and Bar Grates:	AASHTO Designation M 270M, Grade 250.
MI, GI, & SS-3 Grates:	AASHTO Designation: M270M, Grade 345W, or as specified in the plans.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-720-3M

CODE: (IS)

| DATE: 10/7/97

SUBJECT: High Performance Cold Plastic Pavement Markings

Section 720, Pavement Marking Materials, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows:

At the end of Section 720 on page 720-15, add the following:

| 907-720.07--High Performance Cold Plastic Pavement Markings.

| 907-720.07.1--General. The preformed [high performance](#) pavement markings shall consist of white or yellow films with ceramic beads incorporated to provide immediate and continuing retroreflection.

| Preformed high performance cold plastic pavement markings shall be listed on the Department's list of "Approved Sources of Materials" [for Preformed High Performance Profile Cold Plastic Pavement Marking Tape](#). Prior to use, the Contractor shall furnish the Engineer three copies of the manufacturer's certification for each shipment stating that the material furnished is of the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

The preformed pavement markings shall be capable of being adhered to the pavement by a pre-coated pressure sensitive adhesive. A primer may be used to precondition the pavement surface. When a primer is specified by the manufacturer, it shall be installed as recommended by the manufacturer at no additional cost to the State. The preformed pavement markings shall conform to pavement contours by the action of traffic. After application, the markings shall be immediately ready for traffic. A representative of the manufacturer shall be present to identify proper solvents and/or primers (where necessary) to be applied at the time of application, to identify all equipment necessary for proper application, and to make recommendations for application that will assure effective product performance.

907-720.07.2--Classification. The preformed pavement markings shall be highly durable retroreflective pliant polymer materials designed for longitudinal markings subjected to high traffic volumes.

907-720.07.3--Requirements.

907-720.07.3.1--Composition. The retroreflective pliant polymer pavement marking film shall consist of a mixture of high quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a reflective layer of ceramic beads bonded to a durable polyurethane top surface. The surface shall have approximately 50% ($\pm 15\%$) of the surface area raised and presenting a near vertical face (angle of 0° to 60°) to traffic from any direction. The channels between the raised areas shall be substantially free of exposed beads or particles.

907-720.07.3.2--Retroreflectance. The white and yellow markings shall have the following initial minimum retroreflectance values as measured in accordance with the testing procedures of

ASTM Designation: D 4061. The photometric quantity to be measured shall be coefficient of retroreflected luminance (R_L), and shall be expressed as millicandelas per square meter per lux ($\text{mcd}/\text{m}^2/\text{lx}$).

INITIAL MINIMUM RETROREFLECTANCE VALUES

	White		Yellow	
Entrance Angle	86.0°	86.5°*	86.0°	86.5°*
Observation Angle	0.2°	1.0°	0.2°	1.0°
Retroreflected Luminance R_L ($\text{mcd}/\text{m}^2/\text{lx}$)	1100	700	800	500

* These retroreflectance values are based on dark room photometric readings per ASTM D 4061. The Ecolux™ Retroreflectometer measurement geometry is an 86.5° entrance angle and a 1.0° observation angle.

907-720.07.3.3--Glass Beads. The size and quality of the beads shall be such that the performance requirements for the retroreflective pliant polymer shall be met.

907-720.07.3.3.1--Index of Refraction. All ceramic beads bonded to the polyurethane coated patterned surface of the material shall have a minimum index of refraction of 1.70 when tested using the liquid oil immersion method. The glass beads mixed into the pliant polymer shall have a minimum index of refraction of 1.5 when tested by the liquid oil immersion method.

TESTING PROCEDURE FOR REFRACTIVE INDEX OF BEADS BY LIQUID IMMERSION

EQUIPMENT REQUIRED:

- A. Microscope (minimum 100X magnification).
- B. Light Source - preferably sodium light or other monochromatic source, but not absolutely essential.
- C. Refractive Index Liquids.*
- D. Microscope Slide and Slide Cover.
- E. Mortar and Pestle.

* Available from R.P. Cargille Laboratories, Inc., Cedar Grove, NJ.

PROCEDURE:

- A. Using the mortar and pestle, crush a few representative beads and place a few of these crushed particles on a microscope slide.
- B. Place a drop of a refractive index liquid, with an index as close to that of the glass as can be estimated, on the crushed bead particles.

- C. Cover the slide with a microscope slide cover and view the crushed particles by transmitted light normal to the slide surface (illuminated from the bottom).
- D. Adjust the microscope mirror to allow a minimum light intensity for viewing. This is important when sodium light is not used.
- E. Bring a relatively flat and transparent particle into focus.
- F. By slightly raising and lowering the microscope tube, look for one or both of the following:
 - 1. Becke Line - This light line will appear to move either into the particle or away from it. In general, when the microscope tube is raised, the line will move toward the material of higher refractive index; when the microscope tube is lowered, the line will move toward the material of lower index.
 - 2. Variation in Particle Brightness - When raising the microscope tube from sharp focus, the particle will appear to get brighter or darker than the surrounding field. If it becomes brighter, the glass has a higher refractive index than the liquid. If it becomes darker, the glass has a lower refractive index than the liquid. In both cases, the opposite will be true when the microscope tube is lowered.
- G. This test can be used to confirm that the beads are above or below a specified index. It can also be used to give an accurate determination of the index (± 0.001). This is done by using several refractive index liquids until a match or near match of indices occurs. The index of the glass will equal that of the liquid when no Becke line and no variation in bead brightness can be observed.

907-720.07.3.3.2--Acid Resistance. The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by mass) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 mL of concentrated acid into 1000 mL of distilled water. **CAUTION:** Always add the concentrated acid into the water, not the reverse. The test shall be performed as follows:

Take a 25-mm x 50-mm sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution (do not rinse, touch, or otherwise disturb the bead surfaces) and dry the sample while adhered to the glass tray in a 66°C oven for approximately 15 minutes.

Microscopic examination (20X) shall show no more than 15% of the beads having a formation of a very distinct opaque white (corroded) layer on their entire surface.

907-720.07.3.4--Color. The preformed pavement markings shall consist of white and yellow films with pigments selected and blended to conform to standard highway colors.

907-720.07.3.5--Skid Resistance. The patterned surface of the retroreflective pliant polymer shall provide an initial average skid resistance value of 45 BPN when tested according to ASTM Designation: E 303, except values will be taken at downweb and at a 45 degree angle from downweb. These two values will then be averaged to find the skid resistance of the patterned surface.

907-720.07.3.6--Patchability. The pavement marking material shall be capable of use for patching worn areas of the same type in accordance with manufacturer's instructions.

907-720.07.3.7--Thickness. The patterned material, without adhesive, shall have a minimum caliper of 1.651 mm at the thickest portion of the patterned cross-section and a minimum caliper of 0.508 mm at the thinnest portion of the cross-section.

907-720.07.4--Effective Performance Life. The film, when applied according to the recommendations of the manufacturer, shall provide a neat, durable marking that will not flow or distort due to temperature if the pavement surface remains stable. The film shall be weather resistant and, through normal traffic wear, shall show no appreciable fading, lifting or shrinkage throughout the useful life of the marking, and shall show no significant tearing, roll back, or other signs of poor adhesion.

907-720.07.5--Manufacturer's Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certification stating that each lot in a shipment complies with the requirements of the contract.

907-720.07.6--Acceptance Sampling and Testing. Final acceptance of each lot will be based on results of tests performed by the Department on verification samples submitted from each lot shipped to the project. The Engineer will select one sample at random from each lot in the shipment for testing. A sample extending full width of the randomly selected sample and 1.5 meters in length will be obtained and submitted by the Engineer. The sample from each shipment shall be provided at no cost to the State.

907-720.07.7--Warranty. All manufacturer's standard warranties and guarantees on high performance cold plastic pavement marking material, which are provided as customary trade practice, shall be delivered to the Engineer at the final inspection. All warranties and guarantees shall be made out to the Mississippi Department of Transportation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-4M

CODE: (IS)

DATE: 10/9/98

SUBJECT: Glass Beads

Section 720, Pavement Marking Materials, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete the first sentence of Subsection 720.01.3 on page 720-1 and substitute the following:

The beads shall be packaged in 22.7-kilogram or 25-kilogram moisture proofed bags.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-8M

CODE: (IS)

DATE: 7/07/2000

SUBJECT: Reflective Pavement Markers and Adhesive for Pavement Markers

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

Delete Subsection 720.03.3.1.1 on page 720-3 and substitute:

907-720.03.3.2--Marker Type B through G. The Contractor shall furnish the Engineer three copies of the manufacturer's certification covering all pavement markers shipped to the project. The certification shall state that the raised pavement markers meet the applicable requirements of ASTM Designation: D 4280.

The pavement markers will be tentatively accepted on the basis of the manufacturer's certification. The Department reserves the right to obtain check samples as deemed necessary for determining compliance with this specification.

Change the number of Subsection 720.03.3.2 on page 720-3 to '**907-720.03.3.3**'.

Delete Subsection 720.03.4.2 on page 720-4 and substitute the following:

907-720.03.4.2--Tolerances.

907-720.03.4.2.1--Tolerances For Marker Type A, H & I. At least 90% of the original sampling of each lot of markers shall pass all tests with the following exceptions:

When less than 90% but more than 70% pass all tests, a resample of that lot will be allowed at the request of the Contractor. When less than 70% of the markers from the original sample comply with the requirements, the lot represented by the samples will be rejected and no resample will be allowed. Tolerances for resamples shall be in the same ratio as specified above.

At least two of three specimens, randomly selected for strength, water absorption, and autoclave, and also the averages of the three, must pass the stated requirements; otherwise, three additional markers selected at random shall be tested, and if the same conditions for passing are not met for these latter three markers, the lot will be rejected.

907-720.03.4.2.2--Tolerances For Marker Type B through G. At least 90% of the check sampling of each lot of markers shall pass the strength test required in the Physical Properties Section of ASTM Designation: D 4280 with the following exceptions:

When less than 90% but more than 70% pass the test, a resample of that lot will be allowed at the request of the Contractor. When less than 70% of the markers from the check sample comply with the requirements, the lot represented by the samples will be rejected and no resample will be allowed. Tolerances for resamples shall be in the same ratio as specified above.

Delete in toto Subsection 720.03.6 on pages 720-6 & 720-7 and substitute the following:

907-720.03.6--Reflective Pavement Markers. Reflective pavement markers shall be listed on the Department's "Approved Sources of Materials" and shall meet the applicable requirements of ASTM Designation: D 4280.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-8M

CODE: (IS)

DATE: 01/18/2002

SUBJECT: Reflective Sheeting

Section 721, Materials for Signing, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

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

907-721.06--Reflective Sheeting.

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

Reflective sheeting shall be one of the following types.

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

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

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

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

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

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

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

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

<u>Type III Sheeting</u>	Retain 85% of initial values listed in Table 1 through 7 years Retain 80% of initial values listed in Table 1 between 7 & 10 years
<u>Type VII Sheeting</u>	Retain 85% of initial values listed in Table 2 through 7 years Retain 80% of initial values listed in Table 2 between 7 & 10 years Retain 50% of initial values listed in Table 2 through 3 years (Fluorescent Orange)
<u>Type VIII Sheeting</u>	Retain 85% of initial values listed in Table 3 through 7 years Retain 80% of initial values listed in Table 3 between 7 & 10 years Retain 50% of initial values listed in Table 3 through 3 years (Fluorescent Orange) Retain 80% of initial values listed in Table 3 through 7 years (Fluorescent Yellow/Green) (Fluorescent Yellow)
<u>Type IX Sheeting</u>	Retain 85% of initial values listed in Table 4 through 7 years Retain 80% of initial values listed in Table 4 between 7 & 10 years Retain 80% of initial values listed in Table 4 for 7 years (Fluorescent Yellow/Green)(Fluorescent Yellow)

MINIMUM COEFFICIENTS OF RETROREFLECTION

(Candela per lux per square meter) - cd/lx/m²

(Per ASTM E 810)

TABLE 1
Type III Sheeting

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

TABLE 2
Type VII Sheeting

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

TABLE 3
Type VIII Sheeting

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

TABLE 4
Type IX Sheeting

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

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

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

TABLE 5
Color Specification Limits for New Sheeting (Daytime)

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

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

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

The protective liner attached to the adhesive shall be removed by peeling without soaking in water or other solutions and shall be easily removed after accelerated storage for four hours at 70°C under a mass of 1750 kilograms per square meter.

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

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

907-721.06.6.2--Technical Assistance Requirements.

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

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

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

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

SPECIAL PROVISION NO. 906-3

Training Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION NO. 906-5

2005 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 2005 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.

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 [Office of Civil Rights](#) 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 [Office of Civil Rights](#) 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 [Office of Civil Rights](#) 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 [Office of Civil Rights](#) 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 [Office of Civil Rights](#) may elect to interview trainees periodically during the training period to assess their performance and training program. To facilitate the interviews, the [Office of Civil Rights](#) will contact contractors for the location of the trainees.

CONTRACTOR RESPONSIBILITY

1. Trainees must be identified on payrolls (i.e. dragline trainee).

2. 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.
3. 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.
4. 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 [Office of Civil Rights](#) with an explanation (*refer to 2 above*).
5. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
6. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the [Office of Civil Rights](#) must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
7. 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 500 or an additional 186 hours of 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 [Office of Civil Rights](#) 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 [Office of Civil Rights](#) 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.

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

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

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

President

Address

Secretary

Address

Treasurer

Address

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

CONSTRUCTION NECESSARY TO REPAIR THE US HIGHWAY 90 BRIDGE AT HENDERSON POINT, KNOWN AS FEDERAL-AID PROJECT NO. ER-BR-0003-01(115) / 104576, IN THE COUNTY OF HARRISON, 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
DIRECT PAY ITEMS									
(10)	202-B			3 each	Removal of Structure (Every Item In Each Phase)				
(20)	501-E			22 meter	Expansion Joints (Without Dowels)				
(30)	502-A	(C)		132 square meter	Reinforced Cement Concrete Bridge End Pavement				
(40)	606-B			8 meter	Guard Rail (Class A, Type 1)				

(10/14/2005)

SECTION 905

ER-BR-0003-01(115) / 104576

PROPOSAL (Sheet No. 2- 2)

Harrison County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(50)	606-D			1 each	Guard Rail, Bridge End Section, Type I				
(60)	615-B	(S)		68 meter	Precast Concrete Median Barrier				
(70)	907-619-E3			2 each	Changeable Message Sign				
(80)	619-G4			32 meter	Barricades (Type III) (Single Faced)				
(90)	619-G5			20 each	Free Standing Plastic Drums				
(100)	907-627-K			6 each	Red-Clear Reflective High Performance Raised Markers				
(110)	907-628-I			88 meter	100-mm High Performance Cold Plastic Traffic Stripe (Skip White)				

(10/14/2005)

SECTION 905

ER-BR-0003-01(115) / 104576

PROPOSAL (Sheet No. 2- 3)

Harrison County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(120)	907-628-K			88 meter	100-mm High Performance Cold Plastic Edge Stripe (Continuous White)				
(130)	907-628-N			88 meter	100-mm High Performance Cold Plastic Edge Stripe (Continuous Yellow)				
(140)	629-A			1 each	Vehicular Impact Attenuator				
(150)	629-B			1 each	Median Barrier End Section				
(160)	804-A	(S)		425 cubic meter	Bridge Concrete (Class AA)				
(170)	804-C	(S)		455 meter	38-m Prestressed Concrete Beams, Type BT-1830				
(180)	805-A	(S)		36 246 kilogram	Reinforcement				

(10/14/2005)

SECTION 905

ER-BR-0003-01(115) / 104576

PROPOSAL (Sheet No. 2- 4)

Harrison County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
(190)	813-A	(S)		80 meter	Concrete Railing (815-mm)				
(200)	813-A	(S)		81 meter	Concrete Railing (1065-mm)				
(210)	813-E	(S)		80 meter	Pedestrian Railing				
(220)	907-824-PP			3 cubic meter	Bridge Repair (Epoxy Mortar) (Per Plans)				
(230)	907-824-PP			146 meter	Bridge Repair (Clean & Seal Bridge Deck Joints) (Per Plans)				
(240)	907-824-PP			4 each	Bridge Repair (Reposition Span) (Per Plans)				

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

(10/14/2005)

SECTION 905

ER-BR-0003-01(115) / 104576

PROPOSAL (Sheet No. 2- 5)

Harrison County

REF. NO.	PAY ITEM NO.	ADJ. CODE	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
DEPENDENT PAY ITEMS									
(250)	618-A				lump sum Maintenance of Traffic	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(260)	620-A				lump sum Mobilization	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
(270)	907-699-B				lump sum Bridge Construction Stakes	XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		
						XXXXXXXXXXXX	XXXX		

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

SECTION 905

ER-BR-0003-01(115) / 104576

PROPOSAL (Sheet No. 2- 6)

Harrison County

TOTAL BID - DIRECT AND DEPENDENT ITEMS\$ _____

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO.724M 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

(10/14/2005)

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. **ER-BR-0003-01(115) / 104576**,

in **Harrison** 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. **ER-BR-0003-01(115) / 104576**,

in **Harrison** 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 ER-BR-0003-01(115) / 104576

LOCATED IN THE COUNTY(IES) OF Harrison

STATE OF MISSISSIPPI,

COUNTY OF HINDS

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

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

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

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

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

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

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

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

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

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

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

Executive Director

Secretary to the Commission

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

S E C T I O N 9 0 3

CONTRACT BOND FOR: ER-BR-0003-01(115) / 104576

LOCATED IN THE COUNTY(IES) OF: Harrison

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)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

DISADVANTAGED BUSINESS ENTERPRISE LIST

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

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

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

SIGNATURE OF DBE

SIGNATURE OF PRIME

RECEIVED BY MDOT: _____

PRIME CONTRACTOR

DATE APPROVED BY MDOT: _____

SUBMITTED BY

APPROVED BY: _____

TITLE

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

INSTRUCTIONS

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI
LIST OF FIRMS SUBMITTING QUOTES**

I/we received quotes from the following firms on Project No: **ER-BR-0003-01(115) / 104576**
County: **Harrison**

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

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

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

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

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

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

SUBMITTED BY (Signature)

FIRM NAME

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

HAUL PERMIT FOR BRIDGES

WITH

POSTED WEIGHT LIMITS

DATE: _____

PROJECT: ER-BR-0003-01(115) / 104576

COUNTIES: Harrison

LOCATION: Construction necessary to repair U.S. Highway 90 bridge at Henderson Point, known as Federal Aid Project No. ER-BR-0003-01(115) / 104576, in the County of Harrison, State of Mississippi.

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