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SM No. CHSIP0064010281

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(STATE DELEGATED)

3

Installing a traffic signal on SR 67 at Licksillet Rd., known as Federal Aid Project No. HSIP-0064-01(028) / 105961301, in Harrison County.

Project Completion: February 28, 2012

NOTICE

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

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

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

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

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ If the bid sheets were prepared using the 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.
- _____ 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. A bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- | _____ **ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.**
- _____ 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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SECTION 905 - PROPOSAL,
PROPOSAL BID SHEETS,
COMBINATION BID PROPOSAL,
CERTIFICATION OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS,
CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS,
OCR-485.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, July 26, 2011, and shortly thereafter publicly opened on the Sixth Floor for:

Installing a traffic signal on SR 67 at Licksillet Rd., known as Federal Aid Project No. HSIP-0064-01(028) / 105961301, in Harrison County.

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

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

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

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

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, MDOT Shop Complex, Building C, Room 114, 2567 North West Street, Jackson, Mississippi 39216, 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 Agent or Qualified Nonresident 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.

MELINDA L. MCGRATH
INTERIM EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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

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

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

SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

DATE: 11/06/2009

The goal is 1 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website (<http://www.gomdot.com/applications/bidsystem/currentletting.aspx>) for results. Bid tabulations are usually posted by 3:00 pm on Letting Day.

Form OCR-481 is available at http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/MDOT_OCR481.pdf or by calling 601-359-7466.

Subparagraph (2) under Award on page 6 indicates that the OCR-481 form is to be submitted to Contract Administration Division. Instead of submitting this form to Contract Administration Division, all OCR-481s must be returned within 10 days following the bid letting to the MDOT Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850.

For answers to questions, contact the MDOT Office of Civil Rights at (601) 359-7466.

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 "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" 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 Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, 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.

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 696

CODE: (IS)

DATE: 12/20/2005

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the [Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users \(SAFETEA-LU\)](#) and applicable requirements of "Part 26, Title 49, Code of Federal Regulations." Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE:

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

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

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

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

FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

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

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

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

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

DIRECTORY

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

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

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

PARTICIPATION / DBE CREDIT

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

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

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

AWARD

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

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

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

DEFAULT

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

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

SANCTIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. [777](#)

CODE: (IS)

| DATE: [04/13/2006](#)

SUBJECT: On-The-Job Training Program

| Payment for training hours will be handled as outlined in Special Provision 906-6. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-6).

| On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

DATE: 04/28/2006

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ”” to “rutting over 1/8” ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

- 278 404.04 In the second sentence, change the subsection from “401.04” to “403.04”.
- 283 409.02.2 Change “PG 64-22” to “PG 67-22”.
- 294 413.02 In the first sentence of the second paragraph, change “707.02.1.3” to “Subsection 707.02.1.3”.
- 340 511.04 In the second sentence of the second paragraph, change “412” to “512”.
- 349 601.03.3 In the first sentence, change “804.03.2” to “804.03.5”.
- 355 603.02 Change the subsection reference for Joint mortar from “707.03” to “714.11”.
- 369 604.04 In the first sentence, change “601.04” to “Subsection 601.04”.
- 427 619.04 Delete the second paragraph.
- 442 625.04 In the third paragraph, change “626.04” to “Subsection 626.04”.
- 444 626.03.1.2 Delete the third sentence of the first paragraph.
- 464 631.02 Change the subsection reference for Water from “714.01.0” to “714.01.1”.
- 570 682.03 Change the subsection number from “682-03” to “682.03”.
- 575 683.10.4 Change the subsection number from “683.10.4” to “683.04”.
- 575 683.10.5 Change the subsection number from “683.10.5” to “683.05”.
- 596 701.02 In the table under the column titled “Cementations material required”, change Class F, FA” to “Class F FA,”.
- 603 702.11 In the first sentence, change “702.12” to “Subsection 702.12”.
- 612 703.04.2 In the fifth paragraph, delete “Subsection 703.11 and”.
- 616 703.07.2 In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.

- 618 703.13.1 In the first sentence of the first paragraph, change “703.09” to “703.06”.
- 618 703.13.2 In the first sentence, change “703.09” to “703.06”.
- 671 712.06.2.2 In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
- 689 714.11.2 In the first sentence, change “412” to “512”.
- 709 715.09.5 In the first sentence of the first paragraph, change “guage” to “gauge”.
- 717 717.02.3.4 In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
- 741 720.05.2.2 In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
- 827 803.03.2.3.7.5.2 In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
- 833 803.03.2.6 In the first sentence, change “803.03.7” to “803.03.2.5”.
- 854 804.02.11 In the last sentence of the first paragraph, change “automatically” to “automatic”.
- 859 804.02.13.1.3 In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
- 879 804.03.19.3.2 In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
- 879 804.03.19.3.2 In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
- 962 814.02.3 In the first sentence, change “710.03” to “Subsection 710.03”.
- 976 820.03.2.1 In the first sentence, change “803.02.6” to “803.03.1.7”.
- 976 820.03.2.2 In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
- 985 Index Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1808

CODE: (IS)

DATE: 09/09/2008

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that **"All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel"**. High-visibility safety apparel is defined in the CFR as **"personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear"**. All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as **"people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway"**.

You can access this final rule at the following link:

<http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

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/sw/brdgcalf/calf_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2239

CODE: (SP)

DATE: 01/06/2009

SUBJECT: Department of Labor Ruling

On December 19, 2008 the U.S. Department of Labor issued a final rule revising their regulations in 29 CFR Parts 3 and 5. This rule takes effect for all Federal funded contracts awarded after January 19, 2009.

The primary change in the rule is a provision that requires Contractors to limit the amount of personal information on the weekly payroll submissions. Personal addresses and full social security numbers may no longer be used. Contractors must use an ". . . individually identifying number for each employee (e.g., the last four digits of the employee's social security number)." Form FHWA-1273 - "Required Contract Provisions Federal-aid Construction Contracts" will eventually be revised to reflect this change.

Until the revised is made to FHWA-1273, bidders are advised to disregard any requirement in FHWA-1273 regarding the use of personal addresses and full social security numbers, such as in Section V, Paragraph 2b.

Bidders are also advised that the requirement for maintaining and submitting form FHWA-47, as referenced in FHWA-1273 Section VI, is no longer required on construction projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

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 receiving bids, sometimes 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 possible unacquired rights-of-way, relocatees and utilities which have not been completed.

| The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containment are set forth in the following attachments.

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

**STATUS OF RIGHT-OF-WAY
HSIP-0064-01(028)
105961-301000
SR 67 @ LICKSKILLET ROAD-TRAFFIC SIGNAL
HARRISON COUNTY
April 27, 2011**

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

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
HSIP-0064-01(028)
105961-301000
Harrison County
April 15, 2011

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 POTENTIALLY CONTAMINATED SITES

HSIP-0064-01(028)

105961-301000

Harrison County

April 15, 2011

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.

ENCROACHMENT CERTIFICATION

HSIP-0064-01(028) / 105961301

Harrison County(ies)

April 27, 2011

This is to certify that the above captioned project has been inspected and no encroachments were found.

UTILITY STATUS REPORT
HSIP-0064-01(028) / 105961301
Harrison County(ies)
April 27, 2011

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

SUBJECT: DBE Forms, Participation and Payment

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

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

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

Bidders are also advised that Form OCR-485 will be completed by ALL BIDDERS submitting a bid proposal and must be signed and 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.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2858

CODE: (SP)

DATE: 11/12/2009

SUBJECT: Petroleum Products Base Prices

Bidders are advised that the Notice To Bidders entitled “Monthly Petroleum Products Base Prices” previously included in the proposal documents will no longer be a printed part of the proposal beginning with the January 2010 letting. Monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15th of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will become part of the contract during the execution of the contract.

Monthly Petroleum Products Base Prices can be viewed at:

<http://www.gomdot.com/Applications/BidSystem/Home.aspx>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

DATE: 01/11/2010

SUBJECT: Reduced Speed Limit Signs

Bidders are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3414

CODE: (SP)

DATE: 02/16/2011

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3425

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents or plans on this project shall be directed to the Construction Division at 601-359-7301.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3552

CODE: (SP)

DATE: 06/09/2011

SUBJECT: Contract Time

PROJECT: HSIP-0064-01(028) / 105961301 - Harrison County

The calendar date for completion of work to be performed by the Contractor for this project shall be between **February 28, 2012** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than **August 09, 2011** and the effective date of the Notice to Proceed / Beginning of Contract Time will be between **September 08, 2011**.

Should the Contractor request a Notice to Proceed earlier than **September 08, 2011**, and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

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. 3553
DATE: 05/13/2011
SUBJECT: Specialty Items
PROJECT: HSIP-0064-01(028) / 105961301 - Harrison County

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

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0260	907-626-H004	Thermoplastic Legend, White

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0090	640-A016	Traffic Signal Heads, Type 1 LED
0100	640-A017	Traffic Signal Heads, Type 2 LED
0110	640-A045	Traffic Signal Heads, Type 3L, LED
0270	907-637-A001	Equipment Cabinet, Type B
0280	907-639-A090	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 55' & 55' Arms
0290	907-639-A091	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 50' & 55' Arms
0300	907-639-C002	Pole Foundations, 36" Diameter
0310	907-639-D001	Slip Casing, 36" Diameter
0320	907-645-B001	Be Prepared to Stop When Flashing Assembly

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0020	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0030	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0040	619-G4001	Barricades, Type III, Single Faced

General Decision Number: MS100215 12/03/2010 MS215

Superseded General Decision Number: MS20080215

State: Mississippi

Construction Type: Highway

County: Harrison County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	12/03/2010

* ELEC0903-003 12/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	6.88

* SUMS2008-133 09/04/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25	0.00
LABORER: Common or General.....	\$ 8.00	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 11.00	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

--
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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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XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	10

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
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo -----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-102-8

CODE: (IS)

| DATE: 01/20/2011

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18 and substitute the following:

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

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.gomdot.com.

If bidders submit Expedite Bid generated bid sheets, then the bid sheets included in the proposal should not be completed. The Expedite Bid generated bid sheets should be stapled together, signed and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the Expedite Bid generated bid sheets are completed and submitted, only the Expedite Bid generated sheets will be recognized and used for the official bid. The USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

907-102.08--Proposal Guaranty. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The [Mississippi agent](#) or [qualified nonresident agent](#) shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may [require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety\(ies\) loss of the ratings required above](#). Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change “bond” to “performance and payment bonds”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

SUBJECT: Disposal of Materials

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

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 03/01/2011

SUBJECT: Maintenance During Construction

After Subsection 907-105.05 on page 1, add the following.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following:

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-105-6

CODE: (IS)

| DATE: 01/20/2011

| SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 35, change “Notice to Proceed” to “Notice of Award”.

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

| On projects that include erosion control pay items, 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. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SPECIAL PROVISION NO. 907-107-9**

CODE: (IS)

| **DATE: 01/20/2011**

SUBJECT: Legal Relations and Responsibility to Public

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

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts 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 Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

| **907-107.14--Damage Claims and Insurance.**

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

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 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 Agent or Qualified Nonresident Agent of the Insurance Company.**

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

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

| DATE: 03/15/2011

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

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.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

907-108.03.1--Progress Schedule. Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. 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 work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

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 work in the contract in accordance with the plans and specifications within the Contract Time.

907-108.06.2.2--Contract Time. The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When he Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and 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 report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

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 of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, 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.

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided 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.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", 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.

907-108.06.2.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 1/20/2011

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra and Force Account Work. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change “bond” to “bond(s)”.

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt 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.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to 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."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SPECIAL PROVISION NO. 907-110-2**

CODE: (SP)

| **DATE: 04/02/2010**

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

| **Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-15

CODE: (IS)

DATE: 03/17/2008

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-626.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 446.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (SP)

DATE: 04/30/2009

SUBJECT: ITS Equipment Cabinets

Section 637, Equipment Cabinets, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in total Section 637 beginning on page 479, and substitute the following:

SECTION 907-637--ITS EQUIPMENT CABINETS

907-637.01--Description. This special provision specifies the minimum requirements for equipment cabinets furnished and installed for Mississippi Intelligent Transportation Projects. The cabinet will provide a protective outdoor housing enclosure in which to install field hardware required for ITS devices. Major elements of the equipment cabinet include the cabinet housing and equipment mounting hardware, interior wiring and termination facilities, power supplies, electrical accessories, and field installation.

This work may also include making modifications to existing ITS cabinets in accordance with the plans, specials provisions, Notice to Bidders, and contract documents

907-637.02--Materials.

907-637.02.1--General. The Contractor shall only furnish equipment cabinets and integral materials recommended by the manufacturers for outside plant use and the intended application. This requirement includes wiring and electrical materials and configurations (including connector pin-outs) that are wholly or partially related to the field device applications (CCTV, RDS, VDS, etc.).

Equipment cabinets shall be furnished, configured and installed at locations as shown in the Plans. All equipment and materials for each specific location shall be furnished and configured as shown in the Plans.

Electrical system and components shall have UL-listings.

Unless otherwise specified, wire and cable shall be provided with stranded copper conductors, 75°/90° Celsius wet/dry rated insulation, and sized for the maximum voltage and current in the circuit.

907-637.02.2--Rail Mounted Components. Components specified as Rail-Mounted shall be DIN EN 50022 (NS35) component rails. Component rails shall be the perforated type and of

sufficient length as to protrude beyond the mounted components for fastening to cabinet panels as specified herein. They shall be UL 1059, UL 486E, and NEMA ISC-4 rated.

Alternate Rail configurations may be submitted to the Engineer for consideration and approval.

907-637.02.3--Terminal Blocks and Component Terminals. Terminal blocks and component terminals shall be nickel-plated copper, copper alloy or brass.

Terminal blocks shall have voltage and current ratings greater than the ratings of the wires that are terminated, be able to terminate wires from #8 AWG to #1/0 AWG wiring, and shall be assembled into housing enclosures such that all exposed surfaces are touch-safe. Conductor fastening screws shall be captive.

Terminal block housings shall be colored as follows:

1. 120 VAC line/hot: black
2. 120 VAC neutral: white
3. 24 VDC positive: red
4. 24 VDC negative: gray
5. RS485 communications: orange
6. Ground: green or green/yellow

907-637.02.4--Door Locks. Door locks shall be provided for all cabinet doors, keyed to MDOT standard Corbin No. 15481RS lock keyed to be operated with a traffic industry conventional No. 2 Key, Corbin No. 1R6380 made from heavy-duty blanks. Two (2) keys shall be provided with each cabinet.

907-637.02.5--Labels. All cabinets shall be labeled with the agency name, device name and ID. Labels shall meet the following minimum requirements:

1. Labels shall be flat black lettering on a reflective white background. Lettering shall be a minimum of one (1) inch in height.
2. Labels shall be manufactured from pre-coated adhesive backed reflective sheeting material meeting the minimum requirements of AASHTO M268 Type 1.
3. The agency name labels shall be "MDOT ITS" in one continuous adhesive sheet.
4. The device ID labels shall include the device name as an acronym and a hyphen, and shall be one continuous adhesive sheet. Device name acronyms are "CCTV-", "RDS-", "VDS-" or "DMS-".
5. The device ID shall be numerals corresponding to the location and shall be installed adjacent to the acronym sheet. Multiple device IDs of the same type shall be on the same line separated with a space. Examples: "CCTV-73", "RDS-219 220", "VDS-303 304".
6. Labels shall be installed along the top of the cabinet door (front cabinet door on Type B cabinets), with MDOT ITS label at the top and the device ID labels immediately underneath.

All cabinets or enclosures shall be provided with a voltage label in accordance with the NEC labeling requirements. Voltage labels shall meet the following minimum requirements:

1. Labels shall be flat black lettering on a reflective yellow background. Lettering shall be a minimum of 1 inch in height.
2. Labels shall be manufactured from pre-coated adhesive backed reflective sheeting material meeting the minimum requirements of AASHTO M268 Type 1.
3. Labels shall include the voltages entering the cabinet and shall be one continuous adhesive sheet. Examples are "120VAC" or "24VDC".
4. Labels shall be installed on all cabinet doors.

907-637.02.5--Type A Cabinet. All Type A cabinets shall be identical in manufacture and assembly, capable of supporting Radar Detection System units. A Type A cabinet shall be provided for outdoor use with a minimum NEMA 3R rating. The cabinet enclosure shall be manufactured from 0.125-inch aluminum. The cabinet shall provide a minimum of one ventilation louver on at least two sides. Any louver opening greater than 3/16 inch in any dimension shall be screened to prevent insect entry. The cabinet shall be intended for strapped pole-mounting; with all necessary mounting hardware, including ½-inch stainless steel mounting straps. The Type A cabinet enclosure shall be 18 inches (H) by 14 inches (W) by 8 inches (D) with a tolerance of ±0.25 inches. Cabinet door shall reveal the entire front opening of the cabinet for accessibility. The hinge shall be designed to prevent the door from sagging. A single-piece 0.125-inch aluminum back panel shall be provided which covers no less than 90% of the cabinet back wall. Back panel shall be affixed to the enclosure with threaded fasteners and shall be removable from the enclosure with hand tools only and without requirement to remove the cabinet door, mounting straps, or any other components other than communications or device wiring. The cabinet shall be furnished with doorstops, which retain the doors open in a 90 degree and 120 degree positions. A grounding lug shall be provide on the back panel which is directly bonded to the back panel and capable of terminating #6 AWG wire.

907-637.02.5.1--RDS Communications Wiring. The RDS communication wiring shall meet the following:

1. Component rail physically and electrically fastened to the cabinet back panel.
2. Strain relief brackets for the RDS comm. cable(s) and the RDS unit harness cables.
3. Parallel-connection single-stage surge suppressors for the four wire RS-232 data signal for the RDS units with integral or separate terminals for a minimum of three RDS comm. Cables.
4. Parallel-connection zero-power dissipation surge suppressor for the 12-24VDC power supply for the RDS units with integral or separate terminals for a minimum of three RDS comm. cables and two RDS unit harness cables.
5. Connection/jumper wiring between the surge suppressors and the local/remote communications disconnect module(s) shall be of the same conductor size, type, and insulation color as in the RDS comm. cable.

907-637.02.6--Type B Cabinet. All Type B cabinets shall be uniform in manufacture and assembly, and capable of supporting the field equipment as shown on the Plans. As a minimum support is required for two RDS units, one Type A or B network switch, one video encoder, one Type A radio/antenna, RDS comm. cable and fiber drop panel terminations, regardless of the devices shown in the Plans at a specific location. A complete Type B cabinet shall be an assembly consisting of a cabinet housing and electrical subsystems. Type B cabinet housing

shall conform to the standards for a Type 170 336S (approximate exterior dimensions 46 inches (H) x 24 inches (W) x 23 inches (D)), including standard EIA 19-inch rack cabinet cage, as defined in the latest version of the Caltrans Transportation Electrical Equipment Specifications (TEES). The minimum clear vertical inside dimension of the 19-inch rack for equipment mounting shall be 39.5 inches. Standard cabinet accessories for traffic signal operations, such as controller, power distribution assembly, input/output file and termination panels, and the police panel, are not required as part of this cabinet assembly.

907-637.02.6.1--Hardware. All mounting hardware necessary for base or pole mounting cabinets shall be provided as shown in the plans. As a minimum, three (3) 3/4-inch stainless steel mounting straps shall be provided for pole mounted cabinets. Hooks shall be welded to the inside of each cabinet door for hanging a side-opening, opaque re-sealable, heavy-duty plastic documentation pouch with metal or hard-plastic reinforced holes for the door hooks. One pouch shall be provided with each cabinet.

A rack-mounted cabinet sliding storage drawer shall be provided in accordance with the following:

- Approximate exterior dimensions 1.75 inches (H) x 16 inches (W) x 14 inches (D).
- Telescoping drawer guides to allow full extension from the rack cage.
- Opening storage compartment lid to access storage space for cabinet documentation and other items.
- Supports a weight of 25 lb when extended.
- Non-slip plastic laminate surface attached to the compartment lid which covers a minimum of 90% of the surface area of the lid.
- Mounted in the rack cage with the bottom surface approximately 9 inches above the bottom of the rack cage.

Hardware shall include side panels within the two sides of the rack cabinet cage, inserted and fastened from the inside of the cage. The side panels shall be fabricated from 0.125-inch, 5052 sheet aluminum alloy and sized to the full inside dimensions of the rack cabinet cage. Side panel surfaces for equipment mounting are denoted by cabinet side, with the "right" side being the cabinet door hinge side and by upper or lower as related to the sliding storage drawer. Upper right side panel (cabinet door hinge side of cabinet, above the drawer) and lower left side panel (opposite side from the cabinet door hinge side, below the drawer) are example side panel surface names. A 12-inch long DIN rail (for future components) shall be included and mounted in the horizontal and vertical center of the lower left side panel.

907-637.02.6.2--Electrical Subsystems. A Type B cabinet electrical subsystems meeting the following requirements:

1. Electrical distribution module which consist of a DIN rail-mounted service entrance terminal block with positions for 120VAC line, neutral, and ground and capable of terminating minimally #6 through #8 AWG wire, located at one end of the mounting rail with an approximately 0.75-inch blank spacer module adjacent to the main cabinet breaker.
2. Main cabinet automatic overcurrent 15A circuit breaker that is UL-listed and of the mechanical-magnetic type rated for use from -18°C to 50°C minimum.

3. Main cabinet surge suppressor for single-phase 120VAC service entrance, parallel wired with a clamp voltage of approximately 280V and capable of a surge current of at least 20,000 amps.
4. Main cabinet filter for power line noise and switching transient suppression, integral to, or separate from and wired to, the main cabinet surge suppressor.
5. Electrical distribution terminal block for line and neutral conductors parallel wired to the main cabinet surge suppressor but non-filtered, with a minimum terminating capability of six conductors of #10 to #18 AWG. Label the terminal block as "ACCY POWER".
6. Electrical distribution terminal block for line and neutral conductors for circuits on the load/equipment side of the power line filter, with a minimum terminating capability of six conductors of #10 to #18 AWG. Label the block as "EQUIP POWER".
7. Electrical distribution terminal block for grounding and bonding conductors located on the same rail but separate from the service entrance terminal block and connected to the entrance ground with a #6 AWG green insulated wire. The grounding block shall have a minimum terminating capability of two #6 AWG conductors and ten #10 to #18 AWG conductors.
8. Ground fault interrupt duplex receptacle (NEMA 5-15R) with 2.5A circuit breaker connected to the ACCY POWER distribution block. Two red, orange or green/yellow labels with minimum 0.25-inch lettering with the legend "300 WATTS MAX" permanently affixed to the receptacle. This receptacle is for technician use only and shall not be used to power equipment.
9. Two duplex non-GFCI equipment power receptacles (NEMA 5-15R) connected to the EQUIP POWER distribution block mounted on the upper rear corner of the cabinet upper right side panel. Two red, orange or green/yellow labels with minimum 0.25-inch lettering with the legend "75 WATTS MAX" permanently affixed to the receptacle.
10. Interconnection wiring between all electrical distribution module components and the other systems included in or housed in the Type B cabinet.

907-637.02.6.3--Lighting Subsystem. A cabinet lighting subsystem shall be provided comprised of the following components:

1. One fluorescent lighting fixture, minimum 15 watt, mounted on the inside top front portion of the cabinet, with a cool white lamp with shatter-proof cover and operated by a normal power factor UL listed ballast.
2. A resistor-capacitor network noise suppressor installed across the light fixture power terminals.
3. Two door-actuated switches installed to turn on the cabinet light when either door is opened.
4. Powered from the ACCY POWER distribution block.

907-637.02.6.4--RDS Communications Subsystem. Where RDS are shown in the Plans, DIN rail-mounted components shall be provided that include the following:

1. Nominal 24VDC output power supply, capable of user setting between 23 and 28VDC minimum, with minimum 1A output rating and minimum operating temperature range of -25°C to +70°C. Power supply shall provide terminal facilities for a minimum of three sets of #14 AWG conductors (in the RDS comm cable). Maximum size of the power supply

shall be one (1) inch (W) X seven (7) inches (H) X seven (7) inches (D). The power supply shall be connect to the EQUIP POWER distribution block for 120VAC input.

2. Surge suppressor for a RS485 data signal, wired between the video encoder and the RDS units. The surge suppressor shall protect the 4-wire RS485 data signal with hybrid multi-stage suppression components including gas tube and silicon avalanche diode. The surge suppressor shall have a response time no greater than 1 nanosecond. The surge suppressor shall provide terminal facilities for a minimum of four two-pair cables of #22 AWG conductors (in the RDS comm cable).

Interconnection wiring shall be provided between the RDS communications subsystem and the Terminal Server.

907-637.02.6.5--CCTV Subsystem. The requirements listed in Subsection 650.2.12 shall be met by installing the required CCTV support equipment in the Type B Cabinet.

907-637.03--Construction Requirements.

907-637.03.1--General Installation Requirements. The cabinet shall be installed and configured as shown in the Plans.

All cabinets shall be bonded to the pole grounding lug with minimum #6 AWG stranded copper bare or green-insulated cabinet grounding wire. Alternately on existing poles only, the cabinet grounding wire shall be bonded to an existing pole grounding wire with a cast brass or copper alloy threaded compression connector within four (4) inches of the existing pole grounding lug.

Do not install electrical service or electronic devices in the cabinet or connect to the cabinet until ground testing has been successfully completed and accepted, and the cabinet ground connection has been installed.

A cabinet wiring and interface diagram shall be provided and included with each cabinet. The documents shall be stored in the cabinet door pouch which shall be a side-opening, re-sealable, opaque, heavy-duty plastic documentation pouch.

907-637.03.2--Type B. Equipment in the Type B cabinets shall be installed and configured in accordance with the requirements for that equipment, including RDS units, CCTV, Type A and B network switches, video encoders, Type A radio/antennas, RDS comm. cables and/or fiber distribution or drop panels.

Do not install electronic devices in the cabinet until electrical service has been installed and activated, and the cabinet ventilation fan is operational.

Type A network switches and video encoders shall be installed in the top most area of the cabinet rack. The equipment receptacles shall be used for power.

Supporting equipment/electronics for CCTV shall be installed on the lower area of the cabinet upper left side panel. Ensure there is no physical or access conflict with the network switch and video encoder. Use the EQUIP POWER distribution block for the power source.

Fiber drop panels shall be installed in a vertical configuration on the lower rear edge of the cabinet upper right side panel.

907-637.03.3--Testing. The Contractor shall conduct a project testing program for all equipment cabinets. The project testing program shall include but is not limited to the specific requirements in this subsection. All test results shall confirm physical and performance compliance with this Special Provision. All test results documentation shall be submitted to the Engineer within 14 days of completion of the tests. The Engineer will review test documentation.

907-637.03.3.1--Standalone Acceptance Test (SAT). A SAT shall be performed on all equipment cabinets on this project after field installation is complete, including but not limited to all field devices (RDS, CCTV, communications electronics, etc.) to be installed in or connected to that given cabinet.

A SAT for a given equipment cabinet shall only be performed in conjunction with the SAT for all devices installed in or connected to that given cabinet.

The installation shall be visually inspected. The cabinet documentation shall be inspected.

Functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, and lights and door switches shall be performed.

907-637.04--Method of Measurement. Equipment Cabinet of the type specified will be measured per each. Such measurement shall include all items necessary to complete the installation.

Equipment Cabinet will be paid per each as follows:

- 1) 40% of the contract unit price for delivery of the cabinet housings.
- 2) Additional 40% of the contract unit price for complete installation of equipment cabinet and all interior components, electrical service feed (activated), interior cabinet components, all conduit entrances, grounding connection, and testing.
- 3) Additional 10% of the contract unit price for completion of Stand Alone Site Test of all field devices housed or connected to the equipment cabinet.
- 4) Final 10% of the contract unit price upon Final System Acceptance.

ITS Equipment Cabinet modifications, complete in place, tested, and accepted, will be measured as unit quantities per each for a complete and operable unit in accordance with the contract provisions.

907-637.05--Basis of Payment. Equipment Cabinet, measured as prescribed above, will be paid for at the contract price per each, which price shall include furnishing and installing the equipment cabinet and all related material and equipment specified in the Plans and this specification, and all labor, system integration, testing, system documentation and miscellaneous materials necessary for a complete and accepted installation. The unit price shall also include but is not limited to the cabinet and all interior materials, mounting hardware, foundations and

bases, external conduit entrances including conduit bodies and nipples, electrical service and pole grounding terminations. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Equipment Cabinet Modifications shall be paid for as each, which price shall include all materials, mounting hardware, fiber splicing identified in the contract for each cabinet being modified.

Payment will be made under:

- 907-637-A: Equipment Cabinet, Type ___ -per each
- 907-637-B: ITS Equipment Cabinet Modifications ___ -per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-4

CODE: (SP)

DATE: 04/10/2009

SUBJECT: Traffic Signal Equipment Poles

Section 639, Traffic Signal Equipment Poles, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-639.02--Materials.

907-639.02.2--Mast Arms. Delete the sentence in Subsection 639.02.2 on page 481 and substitute the following:

Mast arms and mast arm extensions shall be steel meeting the requirements of Subsection 722.16

907-639.02.3--Foundations. Delete the first sentence Subsection 639.02.3 on page 481 and substitute the following:

Cast-in-place foundations for concrete, steel, and/or aluminum shafts shall be as specified on plans, and shall be cast of reinforced Class “B” Concrete conforming to the requirements of Sections 601 and 602, unless otherwise indicated on the plans.

907-639.03.1--Foundations. Before the first paragraph of Subsection 639.03.1 on page 481, add the following:

Pole foundations shall be constructed as per the details on the plans, these specifications, and Section 803 of the Standard Specifications. Casings, if required, will be in accordance with Section 803 of the Standard Specifications.

In the first sentence of the first paragraph of Subsection 639.03.1 on page 481, change “Section 206” to “Section 801”.

After the first paragraph of Subsection 639.03.1 on page 482, add the following:

Due to the soil conditions in certain areas, the plans may indicate locations where the concrete shall be placed with a tremie. When a tremie is used, it shall perform in accordance with the requirements in Subsection 804.03.9 of the Standard Specifications.

In some instances, it may be necessary to use slip casing to keep the holes open. Casing may be required in portions of the holes that are not stable. Casings authorized by the Engineer shall be of suitable size and strength to accommodate the drilling equipment and to withstand ground-pressures and removal operations without deformation of the poured shaft. When removed, the casings shall revert to the Contractor for disposal.

907-639.04--Method of Measurement. Delete the first and second paragraphs of Subsection 639.04 on page 482, and substitute the following:

Traffic signal equipment pole of the type specified will be measured as unit quantities per each. Such measurement shall include the pole, mast arms and all other incidentals necessary to complete the equipment pole.

Traffic signal equipment pole shaft extension of the type specified will be measured as a unit quantity per each. Such measurements shall include the pole attachment, shaft, and all other mounting attachments necessary to extend a shaft as required in the plans

Pole foundations of the size specified will be measured by the cubic yard, which measurement shall be the area bounded by the vertical planes of the neat lines of the foundation.

Slip casings of the size specified will be measured by the linear foot from the ground elevation to the bottom of the strata needing to be cased.

Traffic signal equipment pole mast arm extension, as indicated, will be measured as a unit quantity per each. Such measurements shall include the mast arm extension and all other mounting attachments necessary to extend the arm as indicated.

907-639.05--Basis of Payment. Delete the first paragraph of Subsection 639.05 on page 482, and substitute the following:

Traffic signal equipment pole and traffic signal equipment pole extension of the type specified, measured as provided in above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, erecting, installing, connecting and testing poles, pole bases, mast arms, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the equipment pole.

Pole foundations, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall include full compensation for structure excavation, reinforcing steel, anchor bolts; for placing, curing, and installing concrete; for replacing sod and final clean-up; and for all equipment, labor, tools and incidentals necessary to complete the foundation.

Slip casings, measured as prescribed above, will be paid for at the contract price per linear foot, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete to work.

Traffic signal equipment pole mast arm extension, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for installing the mast arm extension and for all equipment, tools, labor, and incidentals necessary to complete the work.

Delete the list of pay items on page 482, and substitute the following:.

- 907-639-A: Traffic Signal Equipment Pole, Type _____ - per each
- 907-639-B: Traffic Signal Equipment Pole Shaft Extension, Description - per each
- 907-639-C: Pole Foundations, _____ Diameter - per cubic yard
- 907-639-D: Slip Casing, _____ Diameter - per linear foot
- 907-639-G: Traffic Signal Equipment Pole Mast Arm Extension * - per each

* Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-1

CODE (SP)

DATE: 06/26/2010

SUBJECT: Be Prepared to Stop When Flashing Assembly

Section 645, Flasher Assembly, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Be Prepared to Stop When Flashing Assembly Only.

907-645.01--Description. This work consists of furnishing all components and materials required to assemble a Be Prepared to Stop When Flashing sign assembly in accordance to these specifications and the details shown on the plans.

907-645.02--Materials. Materials for the assembly shall meet the following requirements:

Traffic Signs and Sign Posts	721
Pull Boxes	722.06
Traffic Signal Heads	722.14

Functional Capabilities. The two flashers on the sign assembly shall alternate on and off when receiving a signal from the traffic controller.

907-645.04--Method of Measurement. The Be Prepared to Stop When Flashing Assembly will be measured as a unit quantity per each system installation. Measurement shall include the sign(s), the post, the post base and foundation, the flashing beacons, pullbox(es), sign supports, solid state flasher unit(s), flasher panel, and applicable conduit on the post itself and stubbed out of the foundation.

907-645.05--Basis of Payment. Be Prepared to Stop When Flashing Assembly, measured as prescribed above, will be paid at the contract unit price per each, which shall be full compensation for furnishing materials; for installing and final clean-up; and for all equipment, labor, tools and incidental necessary to complete the work. Programming of the traffic controller and cabinet shall not be a part of this pay item and is covered under pay item 642. Conduit and wiring necessary for communication from the traffic controller to the assembly shall be paid for separately under pay items as called out in the plans.

Payment will be made under:

907-645-B: Be Prepared to Stop When Flashing Assembly - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-650-4

CODE: (SP)

DATE: 02/24/2009

SUBJECT: On-Street Video Equipment

Section 650, On-Street Video Equipment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in total Section 650 beginning on page 537, and substitute the following:

907-650.01--Description. This Section specifies the minimum requirements for CCTV Camera Systems furnished and installed on this project. The CCTV Camera System will provide TMC personnel with live streaming video of the roadway network via CCTV Camera Systems installed at locations shown in the Plans. The CCTV Camera System will include both fixed and PTZ Dome cameras as called for on the Plans.

907-650.02--Materials. All materials furnished, assembled, fabricated or installed shall be new, corrosion resistant and in strict accordance with all of the details shown in the Plans and described in this Special Provision.

Support equipment for the CCTV Camera Systems shall be provided in a Type B ITS Equipment Cabinet as described in Section 637 of these specifications.

The CCTV Camera System shall comply with the following minimum materials specifications:

907-650.02.1--General Capabilities and Performance Requirements. Overall CCTV Camera System capabilities and performance requirements include the following:

- 1) CCTV PTZ Dome Cameras shall be placed at fixed locations as shown on the Plans to provide full coverage within the project limits including mainline travel lanes and shoulders.
- 2) CCTV Fixed Cameras shall be placed at fixed locations as shown on the Plans to provide coverage of the mainline travel lanes. The cameras shall be provided with a varifocal lens which shall be adjusted by the Contractor for the desired view of the mainline. At major intersections additional fixed cameras shall be adjusted to the desired view of the surface streets. The Contractor shall record the adjusted views for five minutes and submit to the Engineer for approval. This recording shall be in a format playable with Windows Media Player.
- 3) The CCTV Camera System components shall be compatible with each other and be of rugged design and suitable for reliable operation when mounted in the configuration as specified in this TSP and the Plans.
- 4) The Dome PTZ cameras shall be Analog and the Fixed cameras shall be Ethernet IP-based.

- 5) The CCTV Camera System shall be capable of attended and unattended, continuous 24 hours per day operation at the sites as shown on the Plans.
- 6) The Contractor shall ensure that the installed equipment provides unobstructed video of the roadway, traffic, and other current conditions around a roadside CCTV field site; that it responds to camera control signals from an operator of the system; and that the video images can be transmitted to remote locations interfaced to the system for observation.
- 7) The CCTV PTZ Dome Cameras shall be capable of being remotely controlled and programmed.
- 8) The Dome camera shall be mounted together with the zoom lens and integrated into the pan and tilt device within the dome enclosure forming a totally integrated, easily removable assembly.
- 9) All cameras shall include a high quality integrated camera/lens combination.
- 10) The camera shall also be equipped with an auto-iris lens capability compatible with the zoom lens supplied.
- 11) Iris capability shall include a provision for manual override via software.
- 12) The Dome camera shall be capable of auto-focus during zoom-in or zoom-out, with provisions for override via software.
- 13) Overexposure protection shall be provided - the camera shall not be degraded or damaged under normal reasonable operating conditions.
- 14) The capability for local control of pan, tilt and zoom functions shall be provided at the roadside cabinet using vendor-supplied software installed on a laptop computer.
- 15) All CCTV cameras shall support the NTCIP 1205 v1.08 communication protocol.

907-650.02.2--Analog Camera Unit. The minimum Camera Unit requirements include:

- 1) The camera unit shall incorporate solid-state design and provide digital signal processing (DSP) capable of providing clear and low-bloom color video pictures during daylight hours and monochrome video at night when the roadway is illuminated with minimal roadway lighting.
- 2) The Analog Camera shall be fully compliant with all aspects of the National Television Standards Committee (NTSC) specification, and produce NTSC compatible video.
- 3) The Analog camera shall operate over wide dynamic light conditions ranging from low light/dusk to full sunlight having day (color)/night (monochrome) switchover and iris control, with user-selectable manual and automatic control capabilities.
- 4) The camera unit shall be equipped with a low light level sensor to automatically switch the camera to Black and White mode.
- 5) The camera unit shall be equipped with an override capability to allow the camera to be manually switched via software to turn off the automatic low light level sensor switch feature for Color or Monochrome operation.
- 6) Image sensor: 1/4 inch charge-coupled device (CCD) employing digital video signal processing (DSP) technology with a minimum Effective Picture Elements of 768 horizontal x 494 vertical pixels.
- 7) Sensitivity: The camera shall maintain usable video under both day and nighttime lighting conditions.
- 8) Video output synchronization shall be 2 to 1 interlace and will observe the NTSC (color) and EIA RS-170 (black and white) standards.

- 9) Resolution: 470 lines horizontal and 350 TV lines vertical, NTSC equivalent.
- 10) Signal-to-noise ratio: 48 dB, minimum with AGC off, un-weighted, and 4.5MHz filter.
- 11) Video Signal Format: National Television Standards Committee (NTSC) composite video output of 1 Volt_{p-p} at 75 ohms, unbalanced.

907-650.02.3--Internet Protocol IP Camera Unit. IP cameras shall provide the same functionality as the analog camera units specified in subsection 907-650.02.2, in addition to the following minimum requirements:

- 1) Power over Ethernet (IEEE802.3af) or 24 VAC Power Input.
- 2) Open Architecture.
- 3) 3 Simultaneous Video Streams.
 - a. Dual MPEG-4 (30 ips)
 - b. Scaleable MJPEG
- 4) Internet Protocols: TCP, UDP (Unicast, Multicast IGMP), UPnP, DNS,
- 5) DHCP, RTP, NTP
- 6) Multilevel Password Protection.
- 7) EDR (Extended Dynamic Range).
- 8) C/CS Lens Mount.
- 9) Backlight Compensation.
- 10) Horizontal Resolution of 480 TV Lines.
- 11) Low Profile Top/Bottom Mount.
- 12) BNC Service Connector.
- 13) Resolution: 470 lines horizontal and 350 TV lines vertical, NTSC equivalent.

907-650.02.4--Dome Camera Lens. The minimum camera lens requirements include:

- 1) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 2) Optical and Digital Zoom: Shall provide an optical zoom of 23X and a digital zoom of 8X, minimum.
- 3) Zoom Control: The zoom magnification shall be fully controllable via the remote PTZ mechanism. The time to pass through the full range of movement of Iris, Zoom and Focus shall in no case exceed 10 seconds.
- 4) Iris and Focus: Support automatic iris and focus control with manual override capability. The iris shall be in a closed position when there is no power.
- 5) White or Color Balance: Support automatic or set to yield optical results under various outdoor lighting conditions.
- 6) Shutter Speed: Support automatic or set to yield optimal results under low lighting conditions without blooming or smearing, auto-iris on. Provide electronic shutter that is selectable in steps.
- 7) The lens shall be equipped for continuous remote control of zoom, focus and iris.
- 8) Mechanical or electrical means shall be provided to protect motors from overrunning in extreme positions.
- 9) The zoom lens shall be an integrated camera/lens combination.
- 10) Vibration or ambient temperature changes shall not affect the automatic iris function, focus mechanism and zoom mechanism.

- 11) The lens shall be optically clear, impact resistant and acrylic. The acrylic lens shall not yellow and shall not introduce appreciable light loss or geometric distortion over a 10-year service life when exposed to the environment.
- 12) The zoom mechanism shall be designed for maintenance-free operations. All gearing and bearings shall be self-lubricating with lubrication and gearing tolerances compatible with the environmental specifications contained herein.

907-650.02.5--Character Generator. The minimum character generator requirements include:

- 1) The capability of generating and superimposing lines of English language text on the video image/stream shall be provided.
- 2) A minimum of 20 characters per line that are between 10 and 30 horizontal TV lines in height shall be provided.
- 3) Control (enable, disable and edit) of this feature shall be available remotely and at the field site using a laptop computer.
- 4) The text messages shall be stored in non-volatile memory.
- 5) Characters shall be white with a black border to ensure legibility in varied scenes.
- 6) The following minimum text insertion requirements shall be provided with the ability to individually turn each one on or off:
 - a. Camera ID
 - b. Sector Message
 - c. Alarm Messages
 - d. Pan/Tilt Azimuth/Elevation
 - e. Compass Direction in 8 discreet zones

907-650.02.6--Dome Enclosure. The minimum dome enclosure requirements include:

- 1) Sealed dome enclosure that provides complete protection for the camera and lens assembly from moisture and airborne contaminants.
- 2) Environmental resistant and tamper proof meeting NEMA 4X or IP-66 rating requirements.
- 3) The dome enclosure shall be constructed in such a way that unrestricted camera views can be obtained at all camera and lens positions.
- 4) The dome enclosure shall consist of a two-piece (upper and lower half) dome.
- 5) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture entry. A sealed connector shall be at the top of the dome.
- 6) The dome enclosure shall assist in preventing lens fogging and effectively reduce internal temperatures.
- 7) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 8) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 9) The camera equipment inside the dome enclosure shall meet all its specified requirements when operating under the following conditions:

- a. Ambient Temperatures: -34°C to +50°C (-30°F to +122°F). A heater/blower shall be used to maintain internal dome temperatures within the manufacturer required operating temperatures for their equipment.
 - b. Relative Humidity: 5% and 95%, non-condensing.
- 12) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.
 - 13) Dome enclosure shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor.

907-650.02.7--Pan and Tilt Unit (PTU). The minimum pan and tilt unit requirements include:

- 1) The motorized, remotely controlled Pan/Tilt unit shall be mounted within the dome enclosure. The unit shall be integrated with the CCTV control system.
- 2) The unit shall provide continuous tilt (vertical) movement of 90 degrees from horizontal and continuous pan (horizontal) movement of 360 degrees.
- 3) Tilt speed shall be variable from zero up to 40 degrees per second, minimum, and the pan speed shall be variable from zero up to 80 degrees per second, minimum.
- 4) The unit shall be capable of simultaneous pan, tilt movements and zoom on one camera
- 5) Drive motors shall be capable of instantaneous reversing, be corrosion resistant, not require lubrication, and have overload protection.
- 6) Braking shall be provided in both pan and tilt movements to enable fast stop and reversal and to prevent drifting.
- 7) The viewing limits shall be set by a minimum of 8 discreet privacy zones that are software selectable.

907-650.02.8--Camera Control Receiver – Driver. The minimum camera control receiver-driver requirements include:

- 1) The camera control receiver shall provide a single point interface for control, power and video communications.
- 2) The camera control receiver-driver shall be included within the dome enclosure and control the camera, pan/tilt and lens functions at each CCTV site.
- 3) The unit shall provide alphanumeric generation for on-screen titles.
- 4) The unit shall provide the ability to display diagnostic information on the screen in response to user commands.
- 5) The diagnostic information shall include current pan, tilt, zoom and focus positions, and error codes for power, communication, position and memory problems.
- 6) The capability for programmed tours shall be provided.
- 7) The camera control receiver shall use non-volatile memory to store the required information for presets, camera ID and sector text.
- 8) Presets shall meet the following requirements:
 - a. A minimum of 64 presets shall be supported. Each preset shall consist of pan, tilt, zoom and focus positions.
 - b. The Contractor shall develop and install ten (10) presets for each camera. The Contractor shall submit the preset locations to the Department for review and approval.

- 9) Protocols: CCTV cameras shall support the NTCIP 1205 v1.08 communication protocol. No camera control receiver-driver shall use non-published protocols. The Contractor shall provide protocol documentation.
- 10) Communications Interface: The communications interface shall support communications compliant with RS-422 and/or 485 (user selectable).
- 11) The communications interface shall be compatible with the Video Encoder serial port as defined in Section 907-662 of these Specifications.
- 12) Connectors: Standard connectors compatible with communications and interface equipment/cables shall be provided.
- 13) The video input and output connections shall be the BNC type.
- 14) Connector(s) shall also be used for connecting the control outputs from the control receiver-driver unit to the camera, lens and pan/tilt mechanisms.

907-650.02.9--Fixed Camera Lens.

- 1) Type: Varifocal
- 2) Format Size: 1/3 Inch
- 3) Mount Type: CS
- 4) Focal Length: 5-50
- 5) Zoom Ratio: 1.4 -360
- 6) Relative Aperture (F): 1.6-360
- 7) Iris: Auto (Direct Drive)
- 8) Focus: Manual
- 9) Zoom: Manual
- 10) Minimum Object Distance: 0.5 m
- 11) Back Focal Length: 10.05 mm
- 12) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 13) Shall provide a varifocal zoom of 5-50 mm.
- 14) Iris: Support automatic iris control with manual override capability. The iris shall be in a closed position when there is no power.
- 15) White or Color Balance: Support automatic or set to yield optical results under various outdoor lighting conditions.
- 16) Shutter Speed: Support automatic or set to yield optimal results under low lighting conditions without blooming or smearing, auto-iris on. Provide electronic shutter that is selectable in steps.
- 17) Vibration or ambient temperature change shall not affect the automatic iris function, focus mechanism or zoom mechanism.
- 18) The lens shall be optically clear, impact resistant and acrylic. The acrylic lens shall not yellow and shall not introduce appreciable light loss or geometric distortion over a 10-year service life when exposed to the environment.

907-650.02.10--Fixed Camera Enclosure.

- 1) Designed for Outdoor Applications
- 2) Maintenance access for servicing
- 3) The minimum fixed enclosure requirements include:

- 4) Sealed enclosure that provides complete protection for the camera and lens assembly from moisture and airborne contaminants.
- 5) Environmental resistant and tamper proof meeting NEMA 4X or IP-66 rating requirements.
- 6) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture entry. A sealed connector shall be at the top of the dome.
- 7) The enclosure shall assist in preventing lens fogging and effectively reduce internal temperatures.
- 8) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 9) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 10) The camera equipment inside the dome enclosure shall meet all its specified requirements when operating under the following conditions:
- 11) Ambient Temperatures: -34°C to +50°C (-30°F to +122°F). A heater/blower shall be used to maintain internal dome temperatures within the manufacturer required operating temperatures for their equipment.
- 12) Relative Humidity: 5% and 95%, non-condensing.
- 13) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.

The enclosure shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor.

907-650.02.11--Electrical. The minimum electrical requirements include:

- 1) The CCTV Camera System shall be furnished with any and all equipment required for a fully functional system, including all appropriate power and communications cables as defined by the manufacturer.
- 2) The power cables shall be sized to meet the applicable National Electrical Code (NEC) requirements.
- 3) Total power consumption shall not exceed 125 watts.
- 4) All devices supplied as system components shall accept, as a primary power source, 120 volts of alternating current (VAC) at an input of 60 hertz. Any device that requires source input other than 120 VAC at 60 hertz, such as cameras, PTUs, receiver/drives and dome heaters/blowers that operate at 24 volts or other, shall be furnished with the appropriate means of conversion.

907-650.02.12--Coaxial Cabling. The minimum coaxial interconnect cable requirements include:

- 1) The coaxial cable from the CCTV Camera System to the equipment cabinet shall be Belden 8281 or approved equivalent.
- 2) RG 59/U, 20AWG, bare copper conductor, polyethylene insulation.
- 3) 98% tinned copper, double braid shield, black polyethylene jacket.

- 4) Characteristic Impedance: 75 ohms (Ω), nominal.
- 5) Capacitance (conductor to shield): 21pF/ft; Inductance: 0.131uH/ft, nominal.

907-650.02.13--Surge Protection. All CCTV Camera System electrical interconnects shall be protected from voltage surges caused by lightning and external electromagnetic fields. The minimum surge protection requirements include:

- 1) Surge protectors shall be furnished for all non-dielectric cable and conductors (video, data/signal and device/assembly power) between the CCTV Camera System and the equipment cabinet.
- 2) The surge protectors shall have leads that are kept to a minimum length as recommended by the surge device manufacturer.
- 3) All surge protection devices shall be designed to meet the temperature and humidity requirements expected in this type of outdoor application.
- 4) All Surge protectors shall be U.L. listed (UL 1449, UL 497, 497A, 497B, etc., as appropriate) and bonded to the same single-point ground point.
- 5) Coaxial Cable Surge protectors for coaxial cable shall meet/provide the following functionality:
 - a. Attenuation: 0.1dB @10 MHz, typical
 - b. Input/Output Impedance: 75 ohms nominal
 - c. Operating Voltage of the surge protector shall match characteristics of the ITS device/assembly
 - d. Peak Surge Current: 5,000-amperes for an 8x20 microsecond waveform
 - e. Response Time: 1 nanosecond or less
- 6) Low Voltage/Signal Cable Surge protectors for data/signal/control cable shall meet/provide the following functionality:
 - a. Peak Surge Current: 10,000-amperes for an 8x20 microsecond waveform
 - b. Response Time: 1 nanosecond or less
 - c. Life Expectancy: Capable of surviving at a minimum of 25 occurrences at 2000-amperes
- 7) CCTV power surge protectors for power from equipment cabinet power distribution to the CCTV Camera System shall meet/provide the following functionality:
 - a. Frequency: DC to 10MHz
 - b. Clamping Voltage: < 30VAC (rms) or 42VDC
 - c. Insertion Loss: < 0.2dB
 - d. Input/Output Impedance: 75 ohms, typical
 - e. Peak Surge Current: 3000-amperes
 - f. Response Time: 1 nanosecond or less

907-650.03--Installation Requirements. All equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Materials and associated accessories/adapters shall not be applied contrary to the manufacturer's recommendations and standard practices.
- 2) Shall include all materials needed to permanently mount the CCTV camera to the support structure as indicated in the plans.

- 3) Furnish and install power, video, and data cables, and any and all ancillary equipment required to provide a complete and fully operational CCTV system site.
- 4) Verify all wiring meets NEC requirements where applicable.
- 5) All above requirements apply to both new CCTV sites as well as sites where an existing CCTV is being replaced under the contract.

907-650-03.1--CCTV Test Requirements. The Contractor shall conduct a Project Testing Program. All costs associated with the Project Testing Program shall be included in overall contract prices; no separate payment will be made for any testing.

a) The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Program. The Project Engineer and/or the Project Engineer's representatives are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The Project Engineer and/or the Project Engineer's representatives reserve the right to attend and observe all tests.

b) Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall be submitted and approved for each test as part of the project submittals. Test procedures shall include every action necessary to fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall cross-reference to these Technical Specifications or the Project Plans. Test procedures shall contain documentation regarding the equipment configurations and programming.

c) No testing shall be scheduled until approval of all project submittals and approval of the test procedures for the given test.

d) The Contractor shall provide all ancillary equipment and materials as required in the approved test procedures.

e) The Contractor shall request in writing the Project Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the equipment to be tested. The Project Engineer reserves the right to reschedule test request if needed.

f) All tests shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Project Engineer within seven (7) days of the test. Any given test session is considered incomplete until the Project Engineer has approved the documentation for that test session.

g) All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test,, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Manager.

h) The satisfactory completion of any test shall not relieve the Contractor of responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

i) Standalone Acceptance Test (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links (fiber, leased copper, wireless), control cables, poles, etc. An SAT shall be conducted at every field device site. Where applicable, a SAT shall be conducted for a fully installed and completed connection to the designated Traffic Management Center (TMC) or central data/video collection site.

j) The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements and fully functional as installed and in final configuration. The SAT shall also demonstrate full compliance with all operational and performance requirements of the project. All SATs will include a visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the specifications.

907-650.04--Method of Measurement. On-Street Video Equipment will be measured per each camera installation. Such measurement shall be inclusive of camera unit, housing, pan/tilt drive, receiver/driver, mounting hardware and any enclosures necessary. It shall also include any items necessary to mount the camera unit from a mast arm pole, steel strain pole, pole extension pipe, etc.

The On-Street Video System will be measured for payment per each as follows:

- 1) 50% of the contract unit price upon delivery of equipment and approval of any bench and/or pre-installation test results, as prescribed in Project Testing Program.
- 2) Additional 40% of the contract unit price upon approval of Stand Alone Acceptance Test results.
- 3) Final 10% of the contract unit price upon Final Project Acceptance.

907-650.05--Basis of Payment. On-Street Video Equipment, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials, for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor and incidentals necessary to complete the work. Required cabinet facilities, including transformer and/or disconnects, will not be measured for separate payment.

Payment will be made under:

907-650-A: On-Street Video Equipment * - per each

* Type may be specified as an option

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-1

CODE: (IS)

DATE: 3/17/2008

SUBJECT: Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

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. 906-6

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

This voluntary 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 take part in the program and follow uniform procedures in training and in tracking trainee's progress.

FUNDING

MDOT will establish an annual OJT Fund from 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.

DISBURSEMENT OF FUNDS

MDOT will pay \$3.00 per hour toward the trainee's salary for each hour of training performed by each trainee in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Requests for payment will be submitted to the Office of Civil Rights for approval.

Contractors must provide a signed invoice providing the following information to be reimbursed.

- Contractor's Name
- Mailing Address
- Trainee Name
- Social Security Number

- Race
- Sex
- Project Number
- Job Classification
- Total Number of Hours Completed

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 On-the-Job Trainee Schedule Form. The notification must include the following information:

- Trainee Starting Date
- Project number (s) trainee starting on
- Training program (classification) to be used; and
- Number of Training Hours Required

B. If a contractor chooses to use a training program different from those listed in the OJT Program Manual, 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. No less than minimum wage.
4. Trainee certification of completion.
5. Records and reports submitted to the Office of Civil Rights on a monthly 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.

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 OJT Termination 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 skill verification card and certificate of training 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 Monthly Trainee 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.

WAGE RATE

The wage rate for all trainees is [the current Minimum Federal Wage Rate](#), 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.

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (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.

Installing a traffic signal on SR 67 at Licksillet Rd., known as Federal Aid Project No. HSIP-0064-01(028) / 105961301, in Harrison County.

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 CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

*****BID SCHEDULE*****

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
Roadway Items									
0010	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
0020	619-D1001		16	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet				
0030	619-D2001		72	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More				
0040	619-G4001		108	Linear Feet	Barricades, Type III, Single Faced				
0050	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0060	635-A001		1,068	Linear Feet	Vehicle Loop Assemblies				
0070	636-A005		3,243	Linear Feet	Shielded Cable, AWG #14, 2 Conductor				
0080	638-A005		3	Each	Loop Detector Amplifier, Card Rack Mounted, 4 Channel				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	640-A016		6	Each	Traffic Signal Heads, Type 1 LED				
0100	640-A017		2	Each	Traffic Signal Heads, Type 2 LED				
0110	640-A045		2	Each	Traffic Signal Heads, Type 3L, LED				
0120	642-A008		1	Each	Solid State Traffic Actuated Controllers, Type 8A				
0130	644-A001		4	Each	Optical Detector				
0140	644-B001		913	Linear Feet	Optical Detector Cable				
0150	644-C002		1	Each	Phase Selector, 4 Channel				
0160	647-A001		4	Each	Pullbox, Type 1				
0170	647-A002		1	Each	Pullbox, Type 3				
0180	647-A005		3	Each	Pullbox, Type 2				
0190	648-A001		1	Each	Radio Interconnect, Installed in New Controller Cabinet				
0200	666-B014		1,840	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 4 Conductor				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	666-B016		969	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor				
0220	666-B032		247	Linear Feet	Electric Cable, Underground in Conduit, THHN, AWG #8, 2 Conductor				
0230	668-A018		1,500	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"				
0240	668-B024		361	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"				
0250	668-B025		381	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"				
0260	907-626-H004		340	Linear Feet	Thermoplastic Legend, White				
0270	907-637-A001		1	Each	Equipment Cabinet, Type B				
0280	907-639-A090		1	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 55' & 55' Arms				
0290	907-639-A091		1	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 50' & 55' Arms				
0300	907-639-C002		8	Cubic Yard	Pole Foundations, 36" Diameter				
0310	907-639-D001		30	Linear Feet	Slip Casing, 36" Diameter				
0320	907-645-B001		4	Each	Be Prepared to Stop When Flashing Assembly				

Section 905
Proposal (Sheet 2 - 4)

HSIP-0064-01(028) / 105961301
Harrison County

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0330	907-650-A002		2	Each	On Street Video Equipment, Fixed Type				
0340	907-650-A003		1	Each	On Street Video Equipment, PTZ Type				

*** BID CERTIFICATION ***

TOTAL BID.....\$_____

*** DBE/WBE SECTION ***

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

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): _____

*** 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

BIDDER'S COMPANY

BIDDER'S FEDERAL TAX ID NUMBER

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)

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. **HSIP-0064-01(028) / 105961301**

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

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. **HSIP-0064-01(028) / 105961301**

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

S E C T I O N 9 0 2

CONTRACT FOR HSIP-0064-01(028) / 105961301

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
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: HSIP-0064-01(028) / 105961301

LOCATED IN THE COUNTY(IES) OF: Harrison

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, _____
(Contractor)

_____ Principal, a _____

residing at _____ in the State of _____

and _____
(Surety)

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

SECTION 903 - CONTINUED

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, 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
	Address _____

Title _____	_____
(Contractor's Seal)	(Printed) MS Agent

	(Signature) MS Agent
	Address _____

	(Surety Seal)

	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**
Dollars (\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Installing a traffic signal on SR 67 at Licksillet Rd., known as Federal Aid Project No. HSIP-0064-01(028) / 105961301, in Harrison County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20__

(Principal) (Seal)

(Witness)

By: _____
(Name) (Title)

(Surety) (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

MS Agent

Mississippi Insurance ID Number

