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SM No. CBR9205000091

METRIC PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF
(STATE DELEGATED)

1
MANDATORY PRE-BID MEETING-10:00A.M. ON WEDNESDAY, JULY 10, 2013
Repairing the Traveler Rail System on the Mississippi River Bridge on US 82,
known as Federal Aid Project No. BR-9205-00(009) / 100332308 in Washington
County.

Project Completion: August 29, 2014

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
1996 METRIC STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI**

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

- | _____ All unit prices have been entered [into Expedite Bid](#) in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- | _____ [Expedite bid](#) 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 [Expedite](#) 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 [MDOT flash drive with completed EBS file](#), 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 BIDITEMS,
COMBINATION BID PROPOSAL,
CERTIFICATE OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS,
CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,
FORM -- 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 23, 2013, and shortly thereafter publicly opened on the Sixth Floor for:

Mandatory Pre-Bid Meeting - 10:00 A.M. on Wednesday, July 10, 2013

Repairing the Traveler Rail System on the Mississippi River Bridge on US 82, known as Federal Aid Project No. BR-9205-00(009) / 100332308 in Washington 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 87-581, 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 purchased online at <https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at plans@mdot.state.ms.us. Plans will be shipped upon receipt of payment. Cash or checks will not be accepted as payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, 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
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1M

CODE: (IS)

DATE: 1/2/96

SUBJECT: Governing Specifications

The current 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the Construction Division.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 29M

CODE: (IS)

DATE: 4/9/96

SUBJECT: Selection of Optional Items

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 32M

CODE: (IS)

DATE: 5/8/96

SUBJECT: Soft Metric Reinforcing Steel

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 33M

CODE: (IS)

DATE: 5/8/96

SUBJECT: ASTM or AASHTO Designation

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 49M

CODE: (IS)

DATE: 1/09/97

SUBJECT: Structural Steel Fabrication Inspection Costs

Bidders are hereby advised that this contract specifies that the Contractor be responsible for unauthorized overruns in structural steel fabrication inspection costs. Refer to Special Provision No. 907-810-1M, Steel Structures, for details.

Under separate agreement, the Department will contract with a private company to provide inspection services for structural steel fabrication on this project. By this agreement a maximum amount payable, including a fixed fee will be established beyond which no funds will be authorized for payment without a Supplemental Agreement to this agreement.

The Department will be responsible for structural steel fabrication inspection costs not to exceed the established maximum amount payable including the fixed fee and any additional amount authorized for payment by Supplemental Agreement.

Structural steel fabrication inspection costs exceeding the above described amount will be deducted from monies due the Contractor under Pay Item Nos. 907-810-A, Structural Steel, 907-810-B, Steel Superstructure and/or 907-810-C, Miscellaneous Bridge Appurtenances, as the case may be.

Ninety percent (90%) of the amount bid for the structural steel items listed above will be the maximum amount paid the Contractor until such time final fabrication inspection costs have been determined and the Bridge Engineer notifies the Project Engineer to release full payment to the Contractor; otherwise, the Bridge Engineer will advise the Project Engineer of the amount to withhold from the Contractor's estimate to cover structural steel fabrication inspection costs that exceed the amount approved for payment by the Department.

This Notice to Bidders is for informational purposes only. Bidders should familiarize themselves with Special Provision No. 907-810-1M with emphasis on Subsection 907-810.04.5.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 74M

CODE: (IS)

DATE: 3/31/97

SUBJECT: Plant Pest Quarantines Information

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

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

IMPORTED FIRE ANT QUARANTINES

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

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

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

Imported Fire Ant Quarantines



Conditions of Movement.

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

Regulated Area.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 664M

CODE: (IS)

DATE: 5/02/2001

SUBJECT: ERRATA AND MODIFICATIONS TO 1996 STANDARD SPECIFICATIONS BOOK

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 741M

CODE: (IS)

DATE: 02/27/2002

SUBJECT: Work In Proximity Of High Voltage Power Lines

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 777M

CODE: (IS)

DATE: 05/22/2002

SUBJECT: Payments to Subcontractors

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 779M

CODE: (IS)

DATE: 06/07/2002

SUBJECT: Contract Overpayment(s)

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 804M

CODE: (IS)

DATE: 09/26/2002

SUBJECT: Certification of Traffic Control Devices

Category 1 Traffic Control Devices

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

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

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

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

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

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

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

Category 2 Traffic Control Devices

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

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

Category 3 Traffic Control Devices

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

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

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

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

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

Contractor's Letter to the Project Engineer

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 853M

CODE: (SP)

DATE: 05/12/2003

SUBJECT: Removal of Construction Signs

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 896M

CODE: (IS)

DATE: 10/20/2003

SUBJECT: Fuel Tax Applicability to Bidders and Contractors

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 900M

CODE: (SP)

DATE: 11/12/2003

SUBJECT: Estimated Monthly Quantities

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1082M

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. **1144M**

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/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. [1170M](#)

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 containation](#) 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

BR-9205-00(009)

100332-308000

Washington County

May 23, 2013

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

BR-9205-00(009)

100332-308000

Washington County

April 4, 2013

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

BR-9205-00(009)

100332-308000

Washington County

April 4, 2013

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

BR-9205-00(009) / 100332308

Washington County(ies)

May 21, 2013

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

UTILITY STATUS REPORT

BR-9205-00(009) / 100332308

Washington County(ies)

May 21, 2013

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

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1185M

DATE: 04/09/2013

Delete the fourth paragraph on page 1, and substitute the following.

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**. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1185M

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. 1229M

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. 1318M

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. 1322M

CODE: (SP)

DATE: 04/26/2011

SUBJECT: Wage Rates

Bidders are advised that when a contract consists of work in two or more counties, workers shall be paid the higher wage rate listed in the contract regardless of the county in which work is being performed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1338M

CODE: (SP)

DATE: 07/27/2012

SUBJECT: Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the www.gomdot.com current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on Monday prior to the letting on Tuesday. Answers to questions will be posted by 6:00 p.m. on Monday prior to the letting on Tuesday. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1342M

DATE: 04/09/2013

The goal is 0 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 at:

<http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx>

Bid tabulations are usually posted by 3:00 pm on Letting Day.

Delete subparagraph (3) under AWARD on page 7, and substitute the following.

- (3) Bidder must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. Form OCR-485 must be signed and submitted with the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

Delete subparagraph (5) under DBE REPORTS on page 8, and substitute the following.

- (5) OCR-485: Bidder must submit **signed form with bid proposal** of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1342M

CODE: (IS)

DATE: 9/12/2012

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the " [Moving Ahead for Progress in the 21st Century Act \(MAP-21\)](#)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient 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 [Office of Civil Rights](#) Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

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.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

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 "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

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 certified at the time the project is let 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 let, 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:

- (1) 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.
- (2) 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.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) 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.
- (5) 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.
- (6) 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 sixty percent (60%) 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.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

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.

PRE-BID MEETING

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.

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 sixty percent (60%) 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 [Office of Civil Rights](#) 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. [For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at \(601\) 359-7466.](#)
- (3) Bidder must submit 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. [Form OCR-485 must be signed and submitted with the bid 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. 1344M

CODE: (SP)

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

Bidders are advised that the use of 50-millimeter nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 50-mm nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to 1.2 meters wide, the maximum thickness of timber rails shall be 25 millimeters and the material shall be pine timber or 20-mm ACX plywood.
- For barricades more than 1.2 meters wide, timber rails shall be constructed of 20-mm ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1345M

CODE: (IS)

DATE: 11/29/2012

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".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1358M

CODE: (SP)

DATE: 05/21/2013

SUBJECT: Contract Time

PROJECT: BR-9205-00(009) / 100332308 – Washington County

The calendar date for completion of work to be performed by the Contractor for this project shall be **August 29, 2014** which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than be **August 13, 2013** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **September 12, 2013**.

Should the Contractor request a Notice to Proceed earlier than **September 12, 2013** 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.

The available productive days for this project are **162**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1359M

CODE: (SP)

DATE: 5/22/2013

SUBJECT: Mandatory Pre-Bid Meeting

PROJECT: BR-9205-00(009) / 100332308 – Washington County

A pre-bid meeting will be held in the 1st Floor Commission Room at the Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi at 10:00 A.M. on Wednesday, July 10, 2013. Any questions or concerns regarding this project will be addressed at this meeting. No late arrivals to this meeting will be allowed.

This meeting is a **MANDATORY** pre-bid meeting. Attendance by all prospective bidders will be a prerequisite for submitting a bid proposal for this project. Failure to have a representative of the company present will disqualify the company from having their bid considered and will therefore be deemed a non-responsive bidder. Anyone who is not present and signed in by the above time will be considered late and will not be considered as a prospective bidder.

It is suggested that all potential subcontractors and interested parties attend the meeting.

Bidders should allow sufficient time to pass through Building Security.

No late arrivals to this meeting will be allowed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1360M

CODE: (SP)

DATE: 5/22/2013

SUBJECT: Cooperation Between Contractors

PROJECT: BR-9205-00(009) / 100332308 – Washington County

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 1996 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, Metric.

The Bidder is advised that this project adjoins the following project that may be under construction before the Completion Date set forth in this contract:

ITS-9999-09(029) – Installation of ITS Equipment at the Mississippi River Bridges, Washington & Coahoma Counties

The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor of the adjoining project. Failure to coordinate work schedules, such as but not limited to lane closures, shall not be reason to modify contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1361M

CODE: (SP)

DATE: 5/23/2013

SUBJECT: Construction Operations

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Bidders are hereby advised that the plans were developed on the basis of the Contractor utilizing a land-based operation, including working from the bridge deck. If the Contractor desires to access the work area from the river, all applicable permits and permissions from the Coast Guard and other entities will be the sole responsibility of the Contractor.

>

General Decision Number: MS130155 01/04/2013 MS155

Superseded General Decision Number: MS20120155

State: Mississippi

Construction Type: Highway

County: Washington 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	01/04/2013

* ELEC0480-007 07/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 23.10	3%+7.43

SUMS2008-116 09/04/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 10.85	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 8.07	0.00
IRONWORKER, REINFORCING.....	\$ 9.67	0.00
LABORER: Common or General.....	\$ 8.55	0.00
LABORER: Pipelayer.....	\$ 9.96	0.00
LABORER: Asphalt Raker and Asphalt Shoveler.....	\$ 7.50	0.00
OPERATOR: Backhoe/Excavator.....	\$ 11.43	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 10.68	0.00
OPERATOR: Crane.....	\$ 14.92	0.00
OPERATOR: Grader/Blade.....	\$ 13.04	0.00
OPERATOR: Loader.....	\$ 9.00	0.00
OPERATOR: Mechanic.....	\$ 10.60	0.00

OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.75	0.00
OPERATOR: Scraper.....	\$ 11.15	0.00
OPERATOR: Tractor.....	\$ 10.05	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 9.44	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the 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.

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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**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-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 the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages

paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

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

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

b. Where the prospective 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 Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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 goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

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

SHSA Cities:
 Pascagoula - Moss Point ----- 16.9
 Biloxi - Gulfport ----- 19.2
 Jackson ----- 30.3

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

Non-SMSA Counties:
 George, Greene ----- 26.4

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

Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo ----- 32.0

Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall ----- 27.7

Adams, Amite, Wilkinson ----- 30.4

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

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). 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

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4M

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

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

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 101-2 through 101-12.

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(ies), 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 Bonds.

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

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bonds" 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 101-2 through 101-12.

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.

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

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

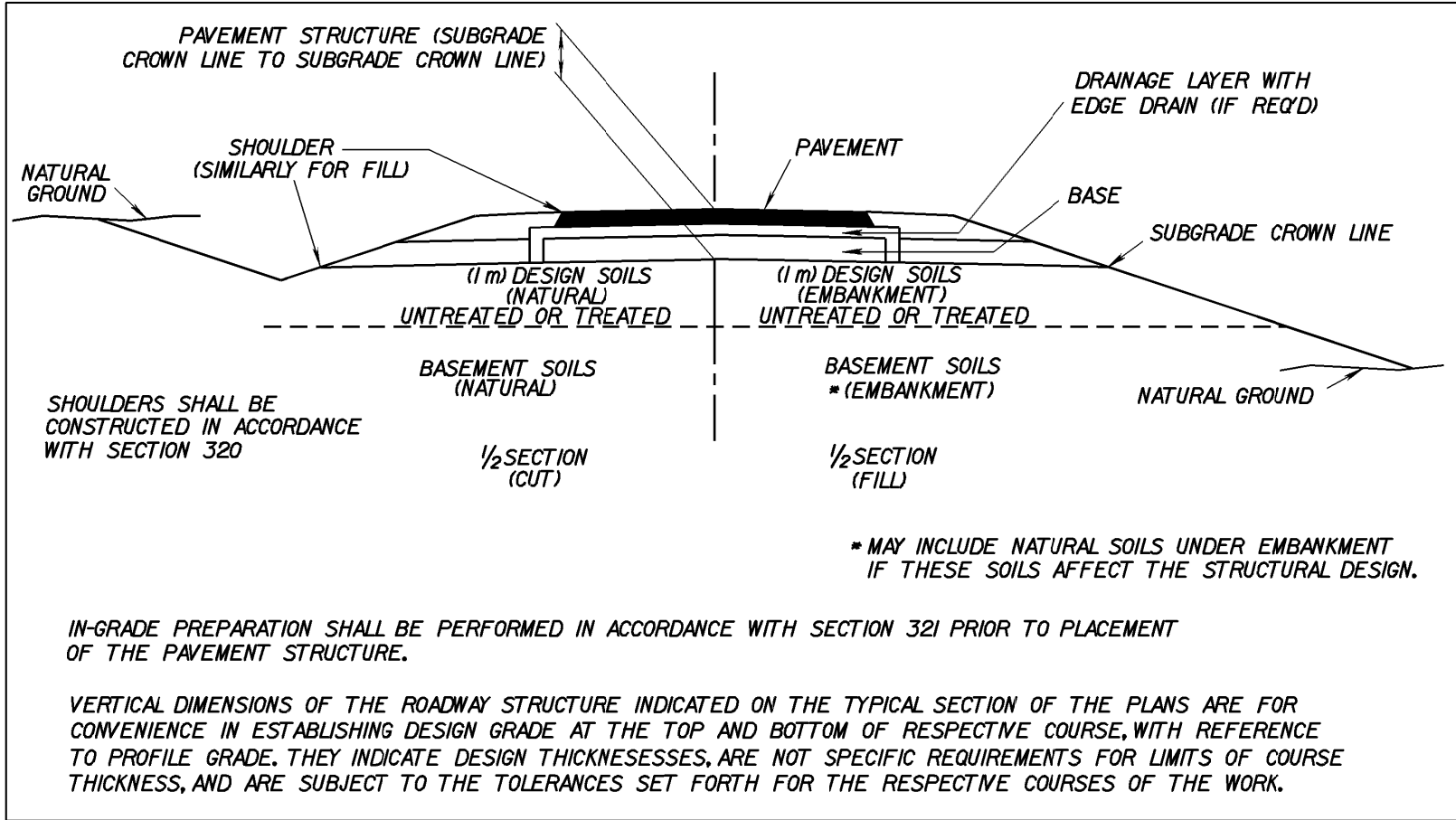


FIGURE 1 - REFERENCE DIVISION 100 - PAGE 101-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-8M

DATE: 04/24/2013

SUBJECT: Bidding Requirements and Conditions

Delete Subsection 907-102.06 on page 1, and substitute the following.

907-102.06--Preparation of Proposal. Delete the first paragraph of Subsection 102.06 on page 102-3 and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website <http://mdot.ms.gov>. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Delete the fifth paragraph of Subsection 102.06 on page 102-4 and substitute the following.

Bid sheets generated by the Department's Electronic Bid System (Transport Expedite Bid) along with a completed proposal package (with all forms completed and signed) 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. Bids submitted using any other form, format or means will result in an irregular bid. The bidder's bid data shall be saved on the MDOT-supplied USB Flash Drive and submitted with the bid. Failure to return the USB Flash Drive with bid data will result in an irregular bid. [If a Bidder is submitting bids on multiple proposals, the bid data for all proposals can be included on one flash drive and submitted with any of the bid envelopes.](#)

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, <http://mdot.ms.gov>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided 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.

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-102-8M

CODE: (IS)

| DATE: 01/20/2011

SUBJECT: Bidding Requirements and Conditions

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

907-102.06--Preparation of Proposal. Delete the fifth paragraph of Subsection 102.06 on page 102-4 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.

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

The Mississippi Transportation Commission has no responsibility for defects, irregularities or

other problems caused by the use of electronic media. Operation of this electronic media is done at the sole risk of the user.

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

907-102.08--Proposal Guaranty. Delete the first and second paragraphs in Subsection 102.08 on page 102-5 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 bonds 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. 907-103-7M

CODE: (SP)

| DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

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

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

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

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

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

Delete Subsection 103.05 on page 103-2 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 bonds 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.

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-104-7M

DATE: 03/01/2011

SUBJECT: Removal and Disposal of Materials

Delete the second sentence of the fourth paragraph of Subsection 907-104.05 on page 2 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

SPECIAL PROVISION NO. 907-104-7M

CODE: (IS)

DATE: 01/20/2011

SUBJECT: Scope of Work

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

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

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

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

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

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

907-104.02.3--Minor Alterations to the Contract. When the Department makes alterations in the details of construction or specifications that are minor in nature, the Resident or Project Engineer may elect to make an equitable adjustment to the contract under the provisions of this subsection. Minor alterations shall be defined as those alterations to the contract that are not addressed in the Standard Specifications, or supplements thereto, and are valued at less than \$10,000.00. The District Engineer shall designate, in writing, the Resident or Project Engineer authorized to execute the Class I Supplemental Agreement. The Resident or Project Engineer and Contractor shall agree upon the scope of work and a lump sum amount, within the above stated limit, for the work to be performed. The agreement shall be reflected in a Class I Supplemental Agreement signed by the Resident or Project Engineer and the Contractor's authorized representative, which, when it bears both the signature of the Resident or Project Engineer and Contractor, shall constitute the scope of work and basis of payment under the item "Minor Alterations to the Contract." Work shall not proceed until both parties sign the agreement.

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

Payment will be made under:

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6M

DATE: 12/12/2011

SUBJECT: Control of Work

Before Subsection 907-105.17 on page 2, add the following.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 105-8, 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. 907-105-6M

CODE: (IS)

DATE: 02/09/2011

SUBJECT: Control of Work

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

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. After subparagraph f) on page 105-3, add the following:

Any reference in the plans or contract documents to a particular Section or Subsection shall mean that Section or Subsection of the Mississippi Standard Specifications for Road and Bridge Construction, Supplement to the Mississippi Standard Specifications for Road and Bridge Construction, or that Section or Subsection as modified by the contract.

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

After the last paragraph of Subsection 105.05 on page 105-4, add 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.

907-105.13--Load and Speed Restrictions. Delete the first paragraph of Subsection 105.13 on page 105-7, and substitute the following:

The Contractor shall determine and comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. The Department shall not have any

obligations to determine or inform the Contractor of any legal load limitations of any municipality, county or the State of Mississippi. A special permit will not relieve the Contractor of liability for damages which may result from the moving of material or equipment.

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

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

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

Any such notice shall be in writing on a form provided by the Department for such purpose and shall describe in detail any act of omission or commission by the Department or its agents that allegedly caused or contributed to the condition for which a claim may be made and the nature of the claim and shall provide all documentation to support any such claim. The Contractor shall deliver or mail the notice to the Project Engineer and retain proof of such delivery.

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

Any part of a claim based on after-the-fact general statements of costs such as "Normal cost of such work", "computed as a percentage of etc." or other such indefinite statements shall not

justify or be the basis for the payment of or award of any damages and will be denied or returned to the Contractor without action.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-106-4M

CODE: (IS)

| DATE: 01/20/2011

| SUBJECT: Control of Materials

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

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

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

| After Subsection 106.12 on page 106-5, add the following:

| **907-106.13--Convict Produced Materials.** Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-18M

DATE: 08/23/2011

SUBJECT: Legal Relations and Responsibility to Public

907-107.14.2.2--Railroad Protective. After subparagraph (a) of Subsection 107.14.2.2 on page 2, add the following.

Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 107-14 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 3, add the following:

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 107-16, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-18M

CODE: (IS)

| DATE: 01/20/2011

SUBJECT: Legal Relations and Responsibility to Public

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

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 107-1 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.

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

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

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

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

907-107.14--Damage Claims and Insurance.

907-107.14.2--Liability Insurance. Delete Subsection 107.14.2.1 on page 107-12 and substitute the following:

907-107.14.2.1--General. The Contractor shall carry contractor's liability (including subcontractors and contractual) with limits not less than: \$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.

Delete the third and fourth paragraphs of Subsection 107.14.2.2 on pages 107-12 & 107-13 and substitute the following:

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).

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

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

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 107-14, change “create the public” to “create in the public”.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-32M

CODE: (SP)

| DATE: 05/28/2013

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 108-1, add the following.

The Contractor must pay subcontractor(s) for satisfactory performance of their contracts no later than 15 calendar days from receipt of payment from the Department. Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the Contractor shall make prompt payment to all sub-contractors or material suppliers for all monies due. Within 15 calendar days after receiving payment from the Department for work satisfactorily completed, the Contractor shall promptly return all retainage monies due to all sub-contractors or material suppliers. 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, third and fourth paragraphs of Subsection 108.02 on page 108-3, and substitute the following.

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

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

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

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 108-3 & 108-4, 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 108-4 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 108-4.

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

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

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1, 108.06.2, 108.06.3 and 108.06.4 on pages 108-7 thru 108-11 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.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

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.

An available productive day will be assessed as follows:

(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 item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works or could work 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 the Contractor works or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, 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 from the Contractor's approved progress schedule. 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 the 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.

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.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to-date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the available productive days assessed to-date on Form CSD-765 to the total available productive days for 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. 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.

If the specified completion date 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.

907-108.07--Failure to Complete the Work on Time. Delete the table in Subsection 108.07 on page 108-12, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 108-14, change "bond" to "performance and payment bonds".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-14M

DATE: 05/15/2012

SUBJECT: Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the third full paragraph of Subsection 109.01 on page 109-3, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic meter and paid to the whole cubic meter. Measurements greater than or equal to nine-tenths of a cubic meter will be rounded to the next highest number. Measurements less than nine-tenths of a cubic meter will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic meters will be classified as a 10-cubic meter vehicle. A vehicle measurement of 9.8 cubic meters will be classified as a 9-cubic meter vehicle.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-14M

CODE: (IS)

| DATE: 01/20/2011

SUBJECT: Measurement and Payment

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

| 907-109.01--Measurement of Quantities. Delete the second full paragraph of Subsection 109.01 on page 109-3 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 109-4, change "bond" to "bonds".

Delete the first sentence of the second paragraph of Subsection 109.04 under (d) on page 109-4 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.

Delete the fourth and fifth sentences of the first paragraph of Subsection 907-109.06.1 on page 1, 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.

| 907-109.06--Partial Payment.

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

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

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

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

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

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

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

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

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

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

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

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

Delete Subsection 109.07 on page 109-8 and substitute the following:

907-109.07--Changes in Material Costs. Because of the uncertainty in estimating the costs of petroleum products that will be required during the life of a contract, an adjustment in compensation for certain materials may be allowed when provisions are included in the contract. [When a pay item on the bid sheets indicate that an adjustment is allowed, an adjustment will be provided as follows:](#)

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

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

[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."](#)

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

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

COST ADJUSTMENT FACTORS FOR FUEL USAGE

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

CONSTRUCTION MATERIALS

The items and quantities subject to compensation adjustment:

ADJUSTMENT CODE

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

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

$$FA = (FCQ - PRQ) \times EA$$

Where: FA = Final Adjustment
FCQ = Final Checked Quantity
PRQ = Total Quantity Previously Reported on Monthly Estimate
EA = Total Adjustment Shown on Monthly Estimate

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

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

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

907-109.10--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-110-2M

CODE: (SP)

DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 1996 Metric 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 110-1 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. 907-619-11M

CODE: (IS)

DATE: 06/18/2003

SUBJECT: Traffic Control for Construction Zones

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-7M

CODE: (SP)

DATE: 08/16/2007

SUBJECT: Roadway Lighting

Section 908-679, Roadway Lighting System, of the Supplemental Specifications to the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-679.04--Electrical Systems. Delete the first paragraph of Subsection 908-679.04.2.1 on page 679-6 and substitute the following:

907-679.04.2.1--Instructions. The Contractor shall submit to the Engineer eight (8) copies of submittal data for all electrical materials and equipment proposed for use not later than forty-five (45) days prior to beginning any lighting work.

907-679.10--High Mast Lighting Assembly.

907-679.10.2.1--Poles. Delete the last sentence of the first paragraph of Subsection 908-679.10.2.1 on page 679-15 and substitute the following.

Designed wind velocity shall be in accordance with the 2001 AASHTO Standard Specifications for Structural Supports for High Signs, Luminaires and Traffic Signals to support the number and type luminaires and lowering device required on the different assembly types. Design wind velocities shall be as follows:

- 225 KPH----- Hancock, Harrison & Jackson Counties
- 209 KPH----- Pearl River, Stone, & George Counties
- 193 KPH----- Lamar, Forrest, Perry & Greene Counties
- 177 KPH----- Pike, Walthall, Marion, Jefferson Davis, Covington, Jones & Wayne Counties
- 160 KPH----- Wilkinson, Amite, Adams, Franklin, Lincoln,, Lawrence, Simpson, Smith, Jasper & Clarke Counties
- 145 KPH----- All counties north of and including Jefferson, Copiah, Rankin, Scott, Newton, & Lauderdale

Ice Loading shall be considered in the design for structures in all counties above and including Washington, Humphreys, Holmes, Attala, Winston, & Noxubee.

907-679.10.5--Basis of Payment. Add the “907” prefix to the pay item listed on page 679-19.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-8M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Secondary Power Controller

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Secondary Power Controller only.

907-679.01--Description. In addition to the requirements set forth in Subsection 908-679.08, a secondary power controller shall be added to the project. This controller will step down the voltage from 480V to 120/240V. It shall contain a main breaker, transformer, secondary breaker, and panelboard with branch breakers.

907-679.02--Materials.

907-679.02.1—Secondary Power Controller. Secondary Power Controller referred to in this special provision shall consist of furnishing and installing, as indicated on the electrical plans a single phase transformers with 480 volt primary and 240/120 volt secondary. All transformers shall have a minimum of 2-5% full capacity primary taps below normal and shall be rated 115°C temperature rise above 40°C maximum ambient. All insulating materials are to be in accordance with current ANSI C89.2 and NEMA ST20 standards for a 185°C UL component recognized insulation system. Transformers are to be encapsulated using a sand epoxy resin mixture to provide maximum protection against moisture, dust and corrosive environments. Enclosures shall be electrostatically powder coated. Combination Transformer Panel shall include integrally mounted and wired primary and secondary main circuit breakers in accordance with National Electrical Code requirements.

A hinged access door shall be provided which maintains itself in the open position when desired, and which has padlock provisions to prevent unauthorized entry. All live parts are to be fully enclosed for personnel protection when installation is completed. The transformer and panel boards shall be constructed with separate enclosures capable of being assembled or disassembled as independent units. The unit shall be UL Listed for use as service equipment.

907-679.02.2--Mounting. The mounting for Secondary Power Controller shall be with hot dipped galvanized hardware.

907-679.04--Method of Measurement. Installation of Secondary Power Controller shall be measured as a unit per each. This will include purchasing, installing and testing all items needed for a proper installation.

907-679.05--Basis of Payment. Payment for Secondary Power Controller as indicated in these specifications and in plans will be made at price bid for each. Such price and payment shall be full compensation for furnishing and installing all equipment and materials, adjusting and balancing the system, field testing, and all incidentals required to complete the work to the satisfaction of the Engineer.

Payment will be made under:

907-679-E: Secondary Power Controller - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-9M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Branch Circuit Wire

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting Systems, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-679.07.2.1--Description. After the last paragraph of Subsection 679.07.2.1 on page 679-8, add the following.

Where called for on the plans, some structure mounted installations will require only conductors. Branch circuit wire will consist of disconnecting and removal of existing conductors and grounds, cleaning the conduit, installing, testing and connecting new wire and any additional hardware necessary to complete the work.

Branch circuit wire shall consist of disconnecting and removal of any existing conductors and ground, cleaning the existing conduit, installation of new wire of the type and size specified on the plans, and connecting the new wire. All conductors shall be tested in accordance with Subsection 907-681.02.1. All hardware, tools and materials for a complete and functioning branch circuit install shall be furnished by the Contractor.

907-679.07.5--Basis of Payment. After the last pay item listed in Subsection 679.07.5 on page 679-11, add the following.

907-679-B1: Branch Circuit Wire, Size, No. of Conductors - per meter

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-10M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Repair Secondary Power Controller

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting Systems, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Repair Secondary Power Controller only.

907-679.01--Description. This work is to make repairs to the existing electrical distribution system to replace panelboard mounted lighting contactors and circuit breakers as shown in the plans.

907-679.02--Materials.

907-679.02.1--Branch Circuit Breakers. Circuit breakers shall comply with Subsection 908-679.08.2.1.6 of the Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

Circuit breakers shall be of the same size, type and manufacturer as existing.

907-679.02.2--Panelboard Mounted Lighting Contactors. Lighting contactors shall comply with Section 908-679.08.2.1.1 of the Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

Panelboard mounted integral contactors shall be of the same size, type and manufacturer as existing.

907-679.04--Method of Measurement. Repair of Secondary Power Controller shall be measured as a unit per each. This will include purchasing, installing and testing all items needed for a complete and working installation.

907-679.05--Basis of Payment. Payment for the Repair Secondary Power Controller as indicated in these specifications and plans will be made at price bid per each. Such price and payment shall be full compensation for furnishing and installing all equipment and materials, field testing, and all incidentals required to complete the work to the satisfaction of the Engineer.

Payment will be made under:

907-679-E1: Repair Secondary Power Controller,

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-11M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Weatherproof GFCI Receptacle

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting Systems, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Weatherproof GFCI Receptacles only.

907-679.01--Description. In addition to the requirements set forth in Subsection 908-679.07, a Weatherproof GFCI Receptacle shall be added to the project. This receptacle shall be housed in an enclosure suitable for outdoor installation. The receptacle shall be of the Ground Fault Circuit Interruptible type.

Also, a Battery Charger shall be added to the project to trickle charge the generator battery. The charger shall be an on-board type as described below.

907-679.02--Materials.

907-679.02.1--Weatherproof GFCI Receptacle. Weatherproof GFCI Receptacle referred to in this special provision shall consist of furnishing and installing, as indicated on the electrical plans a weatherproof, while in use enclosure, ground fault circuit interrupter receptacle, and all required hardware for installation. The GFCI receptacle shall comply with UL 943, duplex type for mounting in standard outlet box. Device shall be capable of detecting current leak of 6 milliamperes or greater and tripping per requirements of UL 943 for Class A GFCI devices. Provide screw-type, side-wired wiring terminals or pre-wired (pigtail) leads.

The mounting for Weatherproof GFCI Receptacle shall be with hot dipped galvanized hardware.

907-679.02.2--Battery Charger. The battery charger shall be an on-board type charger for trickle charging the generator battery and shall be safe with AGM, gel and wet cell lead acid batteries. The charger shall be a fully automatic switch-mode battery charger to fully maintain battery charge without overcharging. The charger shall have a built in 24 hour mode that shuts off when full charging is detected, but will cycle back on every 24 hours to maintain peak charge. The charger shall have reverse polarity protection, over voltage protection, line protection, load protection, thermal protection and output regulation.

The charger shall be waterproof housing with an IP68 rating and shall have mounting feet to be attached to the generator housing.

907-679.04--Method of Measurement. Installation of Weatherproof GFCI Receptacle shall be measured as a unit per each. This will include purchasing, installing and testing all items needed for a proper installation.

907-679.05--Basis of Payment. Payment for the Weatherproof GFCI Receptacle as indicated in these specifications and in plans will be made at price bid per each. Such price and payment shall be full compensation for furnishing and installing all equipment and materials, field testing, and all incidentals required to complete the work to the satisfaction of the Engineer.

Payment will be made under:

907-679-S: Weatherproof GFCI Receptacle - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-12M

CODE: (SP)

DATE: 05/14/2013

SUBJECT: Lightning and Surge Protection

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting Systems, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Surge Protective Device only.

907-679.01--Description. In addition to the requirements set forth in Section 908-679.08.2.1.4, a Surge Protective Device shall be added to the project. This surge protective device shall be housed in an enclosure suitable for outdoor installation. The Surge Protection Device (SPD) covered under this section includes all service entrance type surge protection devices suitable for use as Type 1 or Type 2 devices per UL1449 3rd Edition, applied to the line or load side of the utility feed inside the facility. The SPD may be located at the Service Entrance, Distribution, and/or Branch Panels. The Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to finish and install surge protection devices.

Quality Assurance

The Contractor shall comply with the latest edition of the applicable provisions and recommendations of the following, except as otherwise stated in this document.

1. UL 1449 3rd Edition 2009 Revision (effective 9/29/2007).
2. UL 1283.
3. ANSI/IEEE C62.41, Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
4. ANSI/IEEE C62.45, Guide for Surge Testing for equipment connected to Low-Voltage AC Power Circuits.
5. UL96A
6. IEEE 1100 Emerald Book.
7. National Fire Protection Association (NFPA 70: National Electrical Code).

Submittals/Quality Assurance

The Contractor shall submit the following.

- A. Package must include shop drawings complete with all technical information, unit dimensions, detailed installation instructions, maintenance manual, recommended replacement parts list and wiring configuration.
- B. Copies of Manufacturer's catalog data, technical information and specifications on equipment proposed for use.
- C. Copies of documentation stating that the Surge Protection Device is listed by UL to UL1449 3rd Edition.

- D. Copy of warranty statement clearly establishing the terms and conditions to the building/facility owner/operator.

907-679.02--Materials.

907-679.02.1--Surge Protective Device. The Surge Protective Device referred to in this special provision shall consist of furnishing and installing, as indicated on the electrical plans a 480V three phase surge protective device suitable for outdoor installation.

Parallel type surge protective devices shall comply with UL 1449 3rd edition at the service entrance, load centers, and panelboards. Surge protectors shall be in a NEMA 3R enclosure per NEMA ICS 6.

The following modes of protection shall be provided.

FOR SINGLE PHASE AND THREE PHASE WYE CONNECTED SYSTEMS

- Each phase to neutral (L-N)
- Neutral to ground (N-G)
- Phase to ground (L-G)

Surge protective devices at the service entrance shall have a minimum surge current rating of 80,000 amperes per mode minimum and downstream protectors shall be rated 40,000 amperes per mode minimum. The maximum line to neutral (L-N) Suppressed Voltage Rating (SVR) shall be:

- 500V for 120/240V, single phase system
- 500V for 208Y/120V, three phase system
- 900V for 480Y/277V, three phase system

The minimum MCOV (Maximum Continuous Operating Voltage) rating shall be:

- 300/150V for 120/240V, single phase system
- 300/150V for 208Y/120V, three phase system
- 600/320V for 480Y/277V, three phase system

EMI/RFI filtering shall be provided for each mode with the capability to attenuate high frequency noise. Minimum attenuation shall be 20db.

907-679.02.2--Mounting. The SPD shall be capable of being installed on either the sides or bottom of a panelboard without being internally mounted. The mounting for the Surge Protective Device shall be mounted as close to the bus or wires that it is protecting as practical. Keep the connecting wires as short and straight as practical. Unit may be installed on either the line or load side of the main service disconnect.

907-679.04--Method of Measurement. Lightning and Surge Protective shall be measured as a unit per lump sum. This will include purchasing, installing and testing all items needed for a proper installation.

907-679.05--Basis of Payment. Lightning and Surge Protective will be paid for at the contract lump sum price, which price shall be full compensation for furnishing and installing all equipment and materials, field testing, and all incidentals required to complete the work to the satisfaction of the Engineer.

Payment will be made under:

907-679-T: Lightning and Surge Protection

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-679-13M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Wire Testing

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-679, Roadway Lighting Systems, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Wire Testing only.

907-679.01--Description. In addition to the requirements set forth in Section 908-679.07.2.2, wire testing shall be completed as described herein.

907-679.02--General Provisions.

907-679.02.1--Tests and Inspections. Megger testing shall be conducted on all the existing circuit conductors fed by the roadway lighting Panel D, in Pier 38 North Tower Leg, to determine the location of faulty conductors causing circuit breakers to trip. The internal components of the light fixtures shall be protected by disconnecting the circuit conductors from the pole and bracket cables at the base of the light poles before the testing.

All non-grounded conductors shall be tested with a 1000 volt DC megger. The insulation resistance shall be recorded.

Faulty circuit conductors shall be removed and replaced under a separate bid item. After replacement, all newly installed non-grounded conductors shall be tested with a 1000 volt DC megger. The insulation resistance shall be a minimum of 10 megohms. Any conductors that do not meet this resistance requirement shall be replaced and retested until the requirement is met.

The testing must be supervised by MDOT personnel or their representative.

907-679.02.2--Miscellaneous. All labor and incidental items necessary to complete this work shall be provided whether or not mentioned in these specifications.

907-679.04--Method of Measurement. Wire Testing will be measured as a unit per lump sum. This will include labor, equipment, incidentals, and all items needed to return all complete the wire testing.

907-679.05--Basis of Payment. Wire Testing shall be paid for at the contract price per lump sum, which price shall be full compensation for various work needed on all testing; for furnishing all materials; for constructing, erecting, installing, connecting and testing; for

luminaires, ballasts, lamps, wire, fuses, fuse holders and other hardware; for final clean up; and for all equipment, labor, tools and incidentals necessary for completion of the work.

Payment will be made under:

907-679-X: Wire Testing,

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-683-2M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Repair of Bridge Lighting Assembly

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 908-683, Bridge Lighting Assembly, is hereby added to the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

907-683.01--Description. As required by this specification, the existing bridge lighting assemblies shall be repaired and restored to complete and working order.

907-683.02--Materials.

907-683.02.1--Bridge Lighting Assemblies. Bridge lighting assemblies referred to in this special provision shall consist of luminaire, pole and bracket cable, connector kit and items associated with a specific luminaire and separate from the bridge electrical distribution system.

All existing bridge lighting assemblies are to be repaired. Any defects that are found shall be repaired.

Damaged lamps, ballasts, starters, and internal components shall be repaired and/or replaced. Damaged or defective connector kits shall be replaced.

907-683.02.2--Ballast. The ballast for luminaires shall be contained in the luminaire housing. The ballast shall be fused with inline fuses sized as per manufacturer's recommendations. The ballast shall be copper wound. The ballast shall reliably start and operate the lamp in ambient temperatures down to -20 degrees F. Luminaire and ballast shall be from the same manufacturer.

Electrical characteristics shall closely conform to the following:

	<u>250-watt</u> <u>Roadway Lighting</u>
Ballast Type	Lead
Primary Voltage	480V
Secondary Voltage (open circuit)	222V
Power Factor	over 95%
Input Watts	295W
Wattage Regulation	<u>±10% at 10% line volt variation</u>
Minimum Ambient Starting Temperature	-20°F
Operating Line Current	0.63A

	<u>400-watt</u>	<u>1000-watt</u>
	<u>Aesthetic Lighting</u>	
Ballast Type	CWA	CWA
Primary Voltage	480V	480V
Secondary Voltage (open circuit)	240V	340V
Power Factor	over 90%	over 90%
Input Watts	458W	1080W
Wattage Regulation	<u>±10% at 10% line volt variation</u>	
Minimum Ambient Starting Temperature	-20°F	-20°F
Operating Line Current	1.0A	2.25A

907-683.02.3--Lamps. Lamps for bridge luminaires shall be universal burning 250-watt or 400-watt metal halide. The lamp shall be mogul base and ET-18 bulb designation. The lamp shall meet or exceed the following criteria:

	<u>1000-watt</u>	<u>400-watt</u>	<u>250-watt</u>
	<u>Metal Halide</u>	<u>Metal Halide</u>	<u>HPS</u>
Mean Lumens	93,500	23,500	26,100
Initial Lumens	110,000	36,000	29,000
Rated Average Life at 10-hour/start	15,000	20,000	24,000

907-683.02.4--Navigation Luminaires. The existing Navigation Luminaires shall be serviced to repair any defective parts, cleaned and relamped. In addition, a “Lamp Out” indicator light shall be added to the fixture itself or mounted separately to the bridge barrier to be visible above the barrier. A relay shall be installed to close when the lamp of the Navigation Luminaire is out and energize the “Lamp Out” indicator. The indicator shall have a 360 degree blue Fresnel lens with a minimum 25 watt lamp. The relay shall be mounted inside the existing fixture or in a separate cast box of the same material as the Navigation Luminaire.

907-683.02.5--Miscellaneous. All incidental items necessary for complete and working lighting assemblies shall be provided whether or not mentioned in these specifications. These items shall be included in the bid price to repair the bridge lighting assembly and are not a separate pay item.

907-683.03--Construction Requirements. Luminaires shall be installed and aligned to provide the proper lighting pattern on the roadway. Pavement overhang shall be one (1) foot for bracket arm type assemblies or as shown on the plans. Post top mounted assemblies shall be properly aimed.

907-683.04--Method of Measurement. Repair of Bridge Lighting Assembly will be measured as a unit per each, and will include repairs to existing bridge lighting assemblies within the project. This will include purchasing, installing and testing all items needed to return all bridge lighting assemblies to full service.

907-683.05--Basis of Payment. Repair of Bridge Lighting Assembly shall be paid for at the contract price per each, which price shall be full compensation for various work needed on each bridge lighting assembly; for furnishing all materials; for constructing, erecting, installing, connecting and testing; for luminaires, ballasts, lamps, wire, fuses, fuse holders and other hardware; for final clean up; and for all equipment, labor, tools and incidentals necessary for completion of the work.

Payment will be made under:

907-683-X: Repair of Bridge Lighting Assembly, Type - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-1M

CODE: (IS)

DATE: 5/8/96

SUBJECT: Reinforcing Steel

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

907-711.02--Reinforcing Steel.

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

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

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

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

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

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

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

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

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

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

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

Cont'd.

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

14. NUMBER OF TESTS

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

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

5. Replace Section 20.3.4 in its entirety with:

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

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

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

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

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

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

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

Cont'd.

TABLE 2 Tensile Requirements

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

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

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

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

TABLE 3 Bend Test Requirements

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

^A Test bends 180° unless noted otherwise.

^B d = nominal diameter of specimen.

Cont'd.

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

STANDARD REINFORCING BARS

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-716-1M

CODE: (IS)

DATE: 05/16/2002

SUBJECT: Miscellaneous Materials

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

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

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

907-716.07--Copper Bearings and Sheet Copper.

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

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

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

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

907-716.14--Bar Grates.

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-8M

CODE: (IS)

DATE: 01/18/2002

SUBJECT: Reflective Sheeting

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

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

907-721.06--Reflective Sheeting.

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

Reflective sheeting shall be one of the following types.

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

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

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

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

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

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

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

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

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

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

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

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

MINIMUM COEFFICIENTS OF RETROREFLECTION

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

(Per ASTM E 810)

TABLE 1
Type III Sheeting

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

TABLE 2
Type VII Sheeting

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

**TABLE 3
Type VIII Sheeting**

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

**TABLE 4
Type IX Sheeting**

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

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

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

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

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

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

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

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

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

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

907-721.06.6.2--Technical Assistance Requirements.

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-22M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Epoxy Grout

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 804, Concrete Bridges and Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Epoxy Grout Placement Only.

907-804.01--Description. This work consists of removing unsound material and placing epoxy grout as outlined in the contract plans.

907-804.02--Material. Epoxy Grout shall conform to the following criteria:

Minimum compressive strength shall be 55 MPa in accordance with ASTM C579A (aggregate less than 1.6 mm in size).

Minimum compressive modulus shall be 4050 MPa in accordance with ASTM D695.

Maximum Water Absorption shall be 0.20% per ASTM D570 (28-day immersion).

907-804.03--Construction Requirements. All loose and un-sound grout shall be chipped out beneath the tie-down base plate as shown in the plans. All debris shall be removed from the work area with compressed air, and clean the work area per grout manufacturer's directions.

907-804.03.1--Installation. The Contractor shall prepare the work area, form, mix, and place grout in accordance with grout manufacturer's directions.

907-804.04--Method of Measurement. Epoxy Grout will be measured as a unit per each. Each is defined as one continuous placement.

907-804.05--Basis of Payment. Epoxy Grout will be paid for at the contract unit price per each, which includes all material, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be under:

907-804-X: Epoxy Grout

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-808-1M

CODE: (SP)

DATE: 5/07/2013

SUBJECT: Expansion Joint Repair

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 808, Joint Repair, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for replacement of shims and bolts only.

907-808.01--Description. This work consists of replacing shims and high strength bolts as outlined in the contract plans.

907-808.02--Material. Shims shall be M270 A790M Grade 250. Bolt holes shall be in accordance with Section 810.02.8 – Bolt Holes. Bolts shall be A325 Type 1 High Strength Bolts. All shims and bolts shall be zinc coated in accordance with the galvanizing requirements of SP No. 907-810-1.

907-808.03--Construction Requirements. All bolts shall be pre-tensioned and double nutted. Pre-tensioning shall be achieved by turn-of-the-nut method per the specifications.

907-808.03.1--Installation. Existing shim and bolts shall be removed. Once removed, the shims and bolts shall become the Contractor's property. New shims and high strength bolts shall be installed.

907-808.04--Method of Measurement. Expansion Joint Repair will be measured as a unit per each. Each is defined as the expansion joint where work is to be performed.

907-808.05--Basis of Payment. Expansion Joint Repair will be paid for at the contract unit price per each, which includes all material, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be under:

907-808-A1: Expansion Joint Repair

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-1M

CODE: (IS)

DATE: 1/09/97

SUBJECT: Steel Structures

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-810.04--Method of Measurement.

After the last paragraph of Subsection 810.04.4 on page 810-30, add the following:

907-810.04.5--Deduction for Fabrication Inspection Cost Overruns. Under separate agreement, the Department will contract with a private company to provide inspection services for structural steel fabrication on this project. By this agreement a maximum amount payable, including a fixed fee will be established beyond which no funds will be authorized for payment without a Supplemental Agreement to this agreement.

The Department will be responsible for structural steel fabrication inspection costs not to exceed the established maximum amount payable including the fixed fee and any additional amount authorized for payment by Supplemental Agreement.

Structural steel fabrication inspection costs exceeding the above described amount will be deducted from monies due the Contractor under Pay Item Nos. 907-810-A, Structural Steel; 907-810-B, Steel Superstructure and/or 907-810-C, Miscellaneous Bridge Appurtenances, as the case may be.

Ninety percent (90%) of the amount bid for structural steel items listed above will be the maximum amount paid the Contractor until such time final fabrication inspection costs have been determined and the Bridge Engineer notifies the Project Engineer to release full payment to the Contractor; otherwise, the Bridge Engineer will advise the Project Engineer of the amount to withhold from the Contractor's estimate to cover structural steel fabrication inspection costs that exceed the amount approved for payment by the Department.

Delete in toto Subsection 810.05 on page 810-29 and substitute the following:

907-810.05--Basis of Payment. Subject to the deductions set out in Subsection 907-810.04.5, accepted structural steel will be paid for at the contract unit price per kilogram and accepted steel superstructure and miscellaneous bridge appurtenances when shown as a pay item will be paid for at the contract lump sum price. The prices thus paid shall be full compensation for completing the work.

Payment will be made under:

907-810-A: Structural Steel	- per kilogram
907-810-B: Steel Superstructure	- lump sum
907-810-C: Miscellaneous Bridge Appurtenances	- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-11M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Safety Ladders and Platforms

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Safety Ladders and Platforms Only.

907-810.01--Description. This work consists of installing safety ladders and access platforms as outlined in the contract plans.

907-810.02--Material. Rolled shapes and plates shall be M270 A709M Grade 250 steel.

Bolts shall be A325 Type 1 High Strength Bolts.

All rolled shapes, plates, bolts, nuts, and washers shall be zinc coated per the galvanizing requirements below.

Concrete adhesive anchors shall be HILTI HIT-HY 150 MAX-HAS or approved equal. All metal parts shall be zinc coated prior to installation in accordance with the galvanizing requirements below.

Prior to assembly, galvanized bolted connection surfaces shall be scored per Subsection 810.02.21.2.

Galvanizing:

The following criteria shall be properly controlled and shall meet standards that are satisfactory for the galvanizing process.

1. Defects arising from fabrication
2. Thickness and uniformity of coating
3. Adherence of coating
4. Appearance
5. Embrittlement

Handling, stacking, transporting and erecting galvanized parts shall be done in such manner as to protect the coating and its appearance. Galvanized parts shall be assembled with nonabrasive equipment. Drip holes shall be satisfactorily plugged. Galvanizing of products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips, three millimeters (3 mm) thick and heavier, shall comply with ASTM A123. Galvanizing shall be performed after fabrication into

the largest practical sections. Fabrication shall include all operations such as shearing, cutting, punching, forming, drilling, milling, bending, welding and riveting. When it is necessary to straighten sections after galvanizing, such work shall be performed without damage to the zinc coating. Galvanizing of iron and steel hardware shall comply with ASTM A123 and A153 or shall be accomplished by an approved mechanical galvanizing method complying with ASTM B 695 that provides the same thickness of coating. Galvanizing shall be performed after fabrication of hardware.

Components of bolted assemblies shall be galvanized separately before assembly. Galvanized surfaces that are abraded or damaged after application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing loose and cracked coating, after which the cleaned areas shall be repaired by application of an approved cold galvanizing repair compound. The galvanizer shall utilize all of the options available to prevent "white rust" from occurring. However, should "white rust" occur and in the opinion of the engineer it is excessive or unsightly it shall be cause for rejection. Should rejection of the product occur, the galvanizer or contractor shall have prior approval before taking any corrective measures.

907-810.03--Construction Requirements. Contractor shall confirm the work area, particularly the deck beneath the tower access ladder, is free of conflicts prior to fabrication of the safety ladders and platforms.

Contractor shall take care when drilling into existing concrete not to cut through steel reinforcing bars. If reinforcing is encountered prior to achieving the manufacturer's minimum anchor embedment depth, the contractor shall contact the engineer for further instruction.

907-810.03.1--Installation Ladders shall be installed vertical with a forward tolerance of 2°, or between 88° and 90° to horizontal. No backward pitch is acceptable. Refer to OSHA section 1910.27(e) for clarification.

907-810.03.2—Acceptance Procedure – Epoxy Anchorage. Prior to use, the Contractor shall furnish the Engineer three copies of the manufacturer's certification for each shipment stating that the material furnished is of the same composition as that originally specified and that the material has not been changed or altered in any way. An in-place tension test shall be performed on one anchor group (2 anchors) per platform after curing per manufacturer recommendations. Load duration shall be 10 minutes. If the anchor group fails to maintain a tensile force of 20kN for the entire test duration, contractor shall notify engineer prior to proceeding. The Contractor shall furnish the testing device which shall include a certified calibration chart. No separate measurement for payment will be made for the testing device.

The testing device shall be of such design to verify the breakout strength of the anchor embedded in concrete. Contractor shall submit to the Engineer manufacturer specifications and data sheets on the testing device for approval.

907-810.04--Method of Measurement. Safety Ladders and Platforms will be measured as a unit lump sum.

907-810.05--Basis of Payment. Safety Ladders and Platforms will be paid for at the contract lump sum price, which includes all material, access, equipment, tools, labor, and incidentals (including utility relocation and resolving conflicts) necessary to complete the work.

Payment will be under:

907-810-K: Safety Ladders and Platforms

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-12M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Structural Steel

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for newly purchased Structural Steel for Traveler Rail only.

907-810.01--Description. This work consists of fabricating and installing new traveler rail beams as outlined in the contract plans.

Contractor shall verify field dimensions and required additional steel prior to bidding the project. MDOT has purchased rail sections in advance of the letting of this project (refer to SP 907-810-13M). Any length of rail beyond that which MDOT has already purchased is covered in this special provision. All additional plates, bolts, and other miscellaneous items needed for both the new and pre-purchased rails are covered in this special provision.

907-810.02--Material. Rolled shapes and plates shall be M270 A709M Grade 250 steel.

Bolts shall be A325 High Strength Bolts.

Rolled shapes and plates shall have shop, intermediate, and top coats of paint per the standard specifications section 814.

907-810.03--Construction Requirements. All A325 bolts shall be fully pre-tensioned and double nutted. Pre-tensioning shall be achieved by the turn-of-the-nut method per the specifications.

Web splice plates shall be drilled and tapped per original manufacturer shop drawings. Pan-head bolts per original shop drawings shall be secured by application of Loctite Threadlocker 271 thread adhesive, or approved equal, to the threads of the plate prior to installation of the bolt. Surface preparation and application shall conform to manufacturer's recommendations.

All bolts, hex head and pan-head, shall be inspected prior to application of the top (field) coat of paint for pre-tensioning or thread adhesive.

Contractor shall verify existing bolt hole locations prior to fabricating the traveler rail sections. All field measurements shall be recorded with the ambient temperature within the hour.

907-810.03.1--Installation. Contractor shall ensure that horizontal distance between the two traveler rails is within the specified tolerances. This dimension is critical to the operation of the inspection traveler. Rails shall receive shop and intermediate coats of paint per Standard Specification Section 814 after fabrication. Bolts shall be installed and inspected prior to final top coat application. Final top coat shall be applied to entire system per Standard Specification Section 814.

907-810.04--Method of Measurement. Structural Steel will be measured per meter.

907-810.05--Basis of Payment. Structural Steel will be paid for at the contract unit price per meter, which includes all material, access, equipment, tools, labor, transportation, and incidentals necessary to complete the work. All required bolts, plates, washers, and painting shall be subsidiary to the pay item "Structural Steel".

Payment will be under:

907-810-A: Structural Steel - per meter

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-13M

CODE: (SP)

DATE: 5/14/2013

SUBJECT: Structural Steel - State Furnished

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for previously purchased Structural Steel for Traveler Rail only.

907-810.01--Description. This work consists of installing the traveler rail beams as outlined in the contract plans. Costs associated with fabrication of the rail pieces are covered in special provision SP-907-810-12M.

Contractor shall verify the condition and dimensions of pre-purchased steel prior to bidding the project. MDOT has purchased 1414 meters of rail. Some of the beams have been coated with one or more applications of the required paint coating system. They are being stored at:

Greenville Steel Sales
1715 N Theobald
Greenville, MS 38704

907-810.02--Material. Rolled shapes are assumed to be M270 A709M Grade 250 steel. Rolled shapes and plates shall have shop, intermediate, and top coats of paint per the standard specifications section 814.

907-810.03--Construction Requirements. All A325 bolts shall be fully pre-tensioned and double nutted. Pre-tensioning shall be achieved by the turn-of-the-nut method per the specifications.

Existing web splice plates and pan-head bolts shall be reused. All loose paint shall be removed prior to reuse. Pan-head bolts shall be secured by application of Loctite Threadlocker 271 thread adhesive, or approved equal, to the threads of the plate prior to installation of the bolt. Surface preparation and application shall conform to manufacturer's recommendations.

All bolts, hex head and pan-head, shall be inspected prior to application of the top (field) coat of paint for pre-tensioning or thread adhesive.

Contractor shall verify existing bolt hole locations prior to fabricating the traveler rail sections. All field measurements shall be recorded with the ambient temperature within the hour.

907-810.03.1--Installation. Contractor shall ensure that horizontal distance between the two traveler rails is within the specified tolerances. This dimension is critical to the operation of the inspection traveler.

Rails shall receive shop and intermediate coats of paint per Standard Specification section 814 after fabrication. Bolts shall be installed and inspected prior to final top coat application. Final top coat shall be applied to entire system per Standard Specification section 814.

907-810.04--Method of Measurement. Structural Steel (Pre-Purchased) shall be measured as a unit per lump sum.

907-810.05--Basis of Payment. Structural Steel (Pre-Purchased) will be paid for at the contract unit price per lump sum, which includes all material, access, equipment, tools, labor, transportation, and incidentals necessary to complete the work. All required bolts, plates, washers, and painting shall be subsidiary to the pay item SP-907-810-12M, Structural Steel.

Payment will be under:

907-810-A: Structural Steel - State Furnished - per meter

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-14M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Inspection Traveler Control System

PROJECT: BR-9205-00(009) /100332308 -- Washington County

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Inspection Traveler Control System only.

907-810.01--Description. This work shall include designing, furnishing, and installing a control system for the existing self-propelled inspection traveler consisting of a traveler platform suspended from the bridge superstructure by end truck assemblies supported by crane rails attached to the bridge. The existing traveler carries its own power supply generator. The control system may utilize the existing motors and limit switches, or provide new equipment. If new equipment is provided, the existing equipment removed will become the property of the contractor. The Contractor is to provide in the proposed cost a detailed maintenance agreement for the first five (5) years of service for the entire traveler including any existing parts that are incorporated into the design. The agreement shall be renewable after the initial 5-year term. All work shall be performed in accordance with the requirements of Section 810 and the following.

907-810.02--Construction Requirements.

907-810.02.1--Design. The Contractor shall design the new control system. Design of the system shall be performed under the direction of a licensed Professional Engineer of similar control systems and signed and sealed in accordance with the requirements of the jurisdiction where the design is performed.

The control system shall incorporate the functions of the original design as follows.

The drive mechanism shall be equipped with an anti-skewing device designed to maintain proper alignment of the inspection traveler during operation. Truck assemblies shall be driven along the runway system by variable speed electric motors. Truck assemblies shall be equipped with automatic braking system which shall prevent runaway operation when operating the inspection traveler downhill. Brake and motor on each truck assembly shall operate independently such that one truck may be manually slowed to correct skew of the traveler.

Operation of the inspection traveler drive system shall be by a hand held control with sufficient length of cable to operate the traveler from any position on the traveler platform. The control system shall provide for automatic operation of truck assemblies as well as independent manual operation of each truck assembly in case of abnormal or excessive skew. The hand-held control and cable shall be detachable for storage in a secure location.

907-810.02.2--Shop Drawings. The Contractor shall provide complete design calculations for the control system. Shop drawings shall include one line drawing that incorporate the power system (existing generator), electric motors, and the control system.

907-810.02.3--Fabrication and Installation. After installation, the inspection traveler shall be operated to demonstrate the full range of movement and satisfactory operation. A representative of the operating and control system manufacturer shall be available during installation and testing of the traveler system. Such representative shall provide a minimum of eight hours of training of Department personnel in the operation and maintenance of the inspection traveler.

907-810.02.4--Operation and Maintenance Manuals. The Contractor shall prepare and furnish six copies of operation and maintenance manuals to the Engineer. Manuals shall include a complete set of operating instructions, recommended periodic inspection and maintenance schedules, points of lubrication, parts lists, and trouble-shooting information. Operation and maintenance manuals shall be furnished in three-ring binders and on CD or DVD in the then-current Adobe Portable Document Format.

907-810.04--Method of Measurement. Inspection Traveler Control System, for the installation and operation of the traveler, will be measured as a unit per lump sum.

Maintenance of Inspection Traveler, for maintenance of the traveler and all its components, will be measured as a unit per lump sum.

907-810.05--Basis of Payment. Inspection Traveler Control System and Maintenance of Inspection Traveler will be paid for at the contract lump sum price, which includes all material, access, equipment, tools, labor, and inspection, necessary to complete the work as well as the first contract period of maintenance.

Payment will be under:

907-810-H: Inspection Traveler Control System - lump sum

907-810-HI: Maintenance of Inspection Traveler - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-810-15M

CODE: (SP)

DATE: 05/07/2013

SUBJECT: Weatherization

PROJECT: BR-9205-00(009) / 100332308 – Washington County

Section 810, Steel Structures, of the 1996 Metric Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for Weatherization grout pad only.

907-810.01--Description. This work consists of placing masonry mortar at tower access doors and installing flashing as outlined in the contract plans.

907-810.02--Material. Masonry mortar shall conform to the Standard Specifications Section 714.

Flashing shall be sheet metal of no less than 14 ga thickness. Material shall be corrosion resistant or zinc coated per the “Galvanization” requirements of 907-810-11M.

Silicone sealant shall be Standard Non-Sag Type per Subsection 707.02.1.4, Silicone Sealant.

907-810.03--Construction Requirements. Grout pads shall be installed to provide a minimum of 2% slope drainage away from interior of tower. The crown of the pad shall be placed on the inside face of the access door (Refer to plans for detail). If necessary, the access door shall be cut to clear pad and grind smooth.

Flashing and silicone sealant shall be installed above door as shown in plans.

907-810.03.1--Installation. The Contractor shall prepare the work area, form, mix, and place mortar in accordance with grout specifications.

907-810.04--Method of Measurement. Weatherization will be measured as a unit per each. Each is defined per access door.

907-810.05--Basis of Payment. Weatherization will be paid for at the contract unit price per each, which includes all material, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be under:

907-810-L: Weatherization

- per each

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (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.

Repairing the Traveler Rail System on the Mississippi River Bridge on US 82, known as Federal Aid Project No. BR-9205-00(009) / 100332308 in Washington County.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
Roadway Items					
0010	618-A001		1	Lump Sum	Maintenance of Traffic
0020	620-A001		1	Lump Sum	Mobilization
Bridge Items					
0030	907-679-B1016		20	Meter	Branch Circuit Wire, AWG #10, 3 Conductor
0040	907-679-B1017		400	Meter	Branch Circuit Wire, AWG #2, 1 Conductor
0050	907-679-E002		1	Each	Secondary Power Controller
0060	907-679-E1001		2	Each	Repair Secondary Power Controller
0070	907-679-S001		1	Each	Weatherproof GFCI Receptacle
0080	907-679-T002		1	Lump Sum	Lightning and Surge Protection
0090	907-679-X001		1	Lump Sum	Wire Testing
0100	907-683-X001		5	Each	Repair Bridge Lighting Assembly , 1000 WATT Floodlight
0110	907-683-X001		10	Each	Repair Bridge Lighting Assembly , 250 WATT Floodlight
0120	907-683-X001		10	Each	Repair Bridge Lighting Assembly , 400 WATT Floodlight
0130	907-804-X001	(S)	2	Each	Epoxy Grout
0140	907-808-A1001	(S)	2	Each	Expansion Joint Repair
0150	907-810-A005	(S)	134	Meter	Structural Steel
0160	907-810-A005	(S)	1,396	Meter	Structural Steel (State Furnished)
0170	907-810-H001		1	Lump Sum	Inspection Traveler Control System
0180	907-810-H1001		1	Lump Sum	Maintenance of Inspection Traveler
0190	907-810-K003	(S)	1	Lump Sum	Safety Ladders and Platforms
0200	907-810-L002	(S)	4	Each	Weatherization

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. **BR-9205-00(009) / 100332308**

in **Washington** 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. **BR-9205-00(009) / 100332308**

in **Washington** County(ies), Mississippi, has not either

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

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

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

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

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

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

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

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

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

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

Executed on _____

Signature

S E C T I O N 9 0 2

CONTRACT FOR BR-9205-00(009) / 100332308

LOCATED IN THE COUNTY(IES) OF Washington

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: BR-9205-00(009) / 100332308

LOCATED IN THE COUNTY(IES) OF: Washington

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 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 **Repairing the Traveler Rail System on the Mississippi River Bridge on US 82, known as Federal Aid Project No. BR-9205-00(009) / 100332308 in Washington 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

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

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

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

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

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

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

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to **Contract Administration as a part of your bid package**. If at least one copy of this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. Question regarding this form shall be directed to www.gomdot.com under the current letting webpage. Please make and add copies of this form when needed or attach additional sheets containing the information required by this form and add these sheets to the bid package.