



PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

4

Installing an Intersection Conflict Warning System at Various Locations on US Highway 51 and US Highway 49, known as Federal Aid Project Nos. HSIP-2177-00(012) / 106859301 and HSIP-0008-03(055) / 106859302 in Copiah and Rankin Counties.

Project Completion: September 18, 2015

(STATE DELEGATED)

NOTICE

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

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

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

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

_____ All unit prices 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 **the percentage in the contract is 1% or greater**, 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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HSIP-0008-03(055) / 106859302 – Rankin County**

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SECTION 905 - PROPOSAL, PROPOSAL BID ITEMS, COMBINATION BID PROPOSAL,
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CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION(2),
SECTION 902- CONTRACT FORM,
SECTION 903 - CONTRACT BOND FORMS,
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, October 28, 2014, and shortly thereafter publicly opened on the Sixth Floor for:

Installing an Intersection Conflict Warning System at Various Locations on US Highway 51 and US Highway 49, known as Federal Aid Project Nos. HSIP-2177-00(012) / 106859301 and HSIP-0008-03(055) / 106859302 in Copiah and Rankin Counties.

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. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein.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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| **SECTION 904 - NOTICE TO BIDDERS NO. 1928**

CODE: (IS)

| **DATE: 04/14/2008**

SUBJECT: Federal Bridge Formula

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

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

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

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

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

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

| The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos 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

HSIP-2177-0(012)

106859/301000

Copiah County

September 4, 2014

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

None.

STATUS OF RIGHT-OF-WAY

HSIP-0008-03(055)

106859/302000

Rankin County

August 5, 2014

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
HSIP-2177-00(012)
106859-301000
Cotiah County
August 22, 2014

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.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
HSIP-0008-03(055)
106859-302000
Rankin County
August 5, 2014

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES
HSIP-2177-00(012)
106859-301000
Copiah County
August 22, 2014

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.

STATUS OF POTENTIALLY CONTAMINATED SITES
HSIP-0008-03(055)
106859-302000
Rankin County
August 5, 2014

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

ENCROACHMENT CERTIFICATION

HSIP-2177-00(012) / 106859301& HSIP-0008-03(055) / 106859302

Copiah & Rankin County(ies)

August 4, 2014

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

UTILITY STATUS REPORT

HSIP-2177-00(012) / 106859301& HSIP-0008-03(055) / 106859302

Copiah & Rankin County(ies)

August 4, 2014

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

DATE: 01/11/2010

SUBJECT: Reduced Speed Limit Signs

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3512

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. 3655

CODE: (SP)

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch 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 four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch 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. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

Bidders are advised that monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15th of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will be acknowledged by the Bidder and become part of the contract during the execution process.

Monthly Petroleum Products Base Prices can be viewed at:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 4103

DATE: 09/18/2014

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 the second paragraph under CONTRACT GOAL on page 2, and substitute the following.

The percentage of the contract that is proposed for DBEs (1% or greater) shall be so stated on the last bid sheet of the proposal.

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 the first sentence of the first paragraph under DEFAULT on page 7, and substitute the following.

The contract goal established by MDOT in this proposal of 1% or greater must be met to fulfill the terms of the contract.

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. 4103

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. 4214

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. 4488

CODE: (IS)

DATE: 05/01/2013

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. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed 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. 4526

CODE: (SP)

DATE: 06/11/2013

SUBJECT: Electronic Addendum Process

Bidders are advised that hard copies of any addenda for this project will no longer be mailed to prospective bidders. All addenda for this project will be posted to the mdot.ms.gov webpage under the Proposal Addenda column for the current letting and appropriate call number. Bidders will have to download addenda from the webpage and process the addenda in the same manner as previous lettings. Addenda will be posted by 10:00 a.m. on Friday prior to the letting. It will be the Bidder's responsibility to check and see if any addenda have been posted for this project. Any questions regarding the downloading process of the addenda shall be directed to the Contract Administration Division at 601-359-7700. Any questions regarding the content of the addenda shall be submitted as a question in accordance with the Notice To Bidders entitled "Questions Regarding Bidding".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566

CODE: (SP)

DATE: 07/02/2013

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.sam.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. 4661

CODE: (IS)

| DATE: 10/16/2013

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 IV 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 or 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. 5044

CODE: (SP)

| DATE: 05/13/2014

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 **the day** prior to the letting. Answers to questions will be posted by 6:00 p.m. on **the day** prior to the letting. 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. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5050

CODE: (SP)

DATE: 05/28/2014

SUBJECT: Adjustments for Bituminous Materials

Bidders are advised that Subsection 907-402.03.1.2, Tack Coat, in Special Provision 907-402, allows the Contractor several options for OGFC tack coat. Regardless of the tack coat used, the monthly material adjustment, as referenced in Section 109 of the Standard Specifications, will be made using the base and current prices of tack coat Grade PG 76-22.

Bidders are also advised that the specifications allow the use of RC-70, RC-250, RC-800, RS-1, RS-2, MC-30, MC-250, MS-2h, LD-7, CQS-1h, and CMS-2h in various other construction operations. If the Contractor uses one of these bituminous materials, the monthly material adjustment will be made using the base and current prices of the materials shown below.

Materials Used	Material Adjustment Made Based on Prices For
RC-70, 250, 800	MC-70
RS-1, 2	CRS-2
MC-30, 250	MC-70
MS-2h	SS-1
LD-7, CQS-1h	CSS-1
CMS-2h	SS-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5183

CODE: (SP)

DATE: 09/08/2014

SUBJECT: Contract Time

**PROJECT: HSIP-2177-00(012) / 106859301 Copiah County &
HSIP-0008-03(055) / 106859302 – Rankin County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **September 18, 2015** 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 **November 12, 2014** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **March 12, 2015**.

Should the Contractor request a Notice to Proceed earlier than **March 12, 2015** 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 **115**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5184

DATE: 09/08/2014

SUBJECT: Specialty Items

PROJECT: HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302 - Copiah & Rankin Counties

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

CATEGORY: RIPRAP, MAILBOXES

Line No	Pay Item	Description
0100	907-618-A001	Maintenance of Traffic
0110	907-618-B001	Additional Construction Signs

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

Line No	Pay Item	Description
0010	202-B070	Removal of Sign Including Post & Footing

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5185

CODE: (SP)

DATE: 09/22/14

SUBJECT: Intersection Conflict Warning System

PROJECT: HSIP-2177-00(012) / 106859301 Copiah County &
HSIP-0008-03(055) / 106859302 – Rankin County

Bidders are hereby advised of the following specific requirements that will apply to the US 51 & US 49 Intersection Conflict Warning System (ICWS) installations.

General Requirements.

This Notice to Bidders (NTB) specifies the minimum additional requirements for this contract. The Contractor is responsible for all work required in this NTB. All costs associated with the requirements in this NTB shall be included in the contract price for the ICWS locations identified on the plans, except as otherwise expressly noted. No separate payment shall be made for equipment or configuration that is required as part of this construction.

Project Description and Design Summary.

This work includes installation of an Intersection Conflict Warning System (ICWS). The areas for this ICWS will operate independent from each other, as shown on the plans and as described below. On US 49, the objectives of the project are to inform motorists traveling on the main highway when vehicles are entering the highway from side streets that are partially obstructed from view. Once alerted, the main highway motorists would adjust their speed accordingly. The US 51 location will also include side street beacons to warn of vehicles approaching on the main highway. This will assist the side street motorist to safely enter onto the main highway.

The equipment installation for the ICWS includes providing signs; warning beacons; vehicle detection; 4-phase, pole-mounted signal controller cabinets and traffic signal controllers that meet MDOT signal controller specifications and are compatible with MDOT's existing central system software. The controllers and cabinets shall be configured to use the various forms of detection outlined in this NTB and as shown in the plans. The detection equipment shall provide inputs into the controller so that the controller can activate intersection conflict warning beacons, as prescribed in the project details below.

Construction Project Details.

The US 51 and US 49 ICWS will operate independently from each other. While each has the objective of advising main street/highway vehicles of traffic turning onto the highway, each location has different ways of achieving this objective. The US 51 location will have additional warnings and detection as described below.

Each four-phase, pole-mounted cabinet assembly shall include

- Eight position terminal facility
- Detector Panel
- Laptop Tray
- Dual LED lighting panels
- 50x30x17 pole-mounted cabinet assembly
- Twelve channel conflict monitor with LCD display
- 4 flash transfer relays
- 4 NEMA load switches compatible with low wattage LED signals
- 4 load switch arresters
- NEMA flasher
- Five position detector rack with PS 175 power supply

Each signal controller shall have the following minimum specifications:

- Ability to run SEPAC firmware
- NEMA TS2 Type 1 and 2 compatible
 - MSA, MSB, and MSC connectors
 - SDLC (15 pin) connector
 - RS-232
 - “D” connector
- A single, removable LCD display with 8 lines of 40 characters
- Built-in 10 Base-T Ethernet port with RJ-45 connector and configurable IP
- 8 MB of flash memory

The controller phase shall be configured to flash the beacons on the warning signs with minimum times noted in the plans for the flash operation. Detectors shall make up each zone, which shall call the particular phase to flash. For US 51, two different phases of flash shall be configured in the controller, one for main street and one for side street. Extension time in the controller shall be one (1.0) second, and configured to extend the flashing operation upon seeing activation from the detector inputs from the various detector zones shown on the plans. Each detector's delay and/or extension time shall be configured in the detector itself, so that the detection zone will delay calls or extend them for the required number of seconds shown in the plans.

US 49 ICWS

Equipment needed for the ICWS at the US 49 locations shall include signs and warning beacons as indicated in MDOT Special Provision No. 907-645-3; poles; magnetometer vehicle detection and all associated access points and wireless repeaters; 4-phase, pole-mounted traffic signal cabinets; signal controller; and all conduit, pull boxes and wiring necessary to achieve the objectives of this project. All configurations, wiring and equipment for the ICWS shall be included in the cost of the associated pay items, including the entire controller and detection configuration.

Each location on US 49 shall have its own controller cabinet and signal controller to control the respective flashing beacon signs. The controllers shall be configured to receive a call from the wireless magnetometer sensors, via the digital radio and access point control card, in order to activate a flashing beacon sign.

Upon sensing a vehicle via the detection inputs, the flashing beacons on the signs shall activate in a flash mode to warn drivers on the main line (US 49) that a vehicle is entering the roadway. The detection areas shall be on either side of the intersection of Muse Rd or R. T. Braddy Rd, as well as in the median openings, as shown in the plans. The detection shall be configured per MDOT recommendations and as outlined in this NTB. This shall include being able to configure delay and extension within the detection itself, not in the controller. This detection type shall be magnetometer vehicle detection devices, as specified in MDOT Special Provision No. 907-651-5. All necessary devices, including access points, Cat 5e cables, wiring, mounts, contact closure interface cards, extension cards, access boxes, surge protection, other components for which there is no pay item, other incidental items necessary to complete the work and software needed for the magnetometers to provide inputs into the controller shall be included in the magnetometer detection system pay item, as shown in the plans.

Sensors shall be located as shown in the plans. Slight adjustments to these sensor locations, repeaters and access points shall be allowed upon notification from the Contractor that a sensor or device should be moved based on observations or issues identified with current placement per the plans. These adjustments shall be reviewed and approved by the Engineer prior to placement.

US 51 ICWS

Equipment needed for the ICWS at the US 51 location shown on the plans shall include signs and warning beacons as indicated in MDOT Special Provision No. 907-645-3; poles; stop bar and advance microwave vehicle detection; a 4-phase, pole-mounted traffic signal cabinet; a signal controller; and all conduit, pull boxes and wiring necessary to achieve the objectives of this project. All configuration, wiring and equipment for the ICWS shall be included in the cost of the associated pay items, including the entire controller and detection configuration.

The US 51 location shall have its own controller cabinet and signal controller to manage the respective flashing beacon signs in this location. The controller shall be configured to receive calls from the microwave radar detection devices, via the card input rack contact closures, in order to activate a flashing beacon sign.

Upon sensing a vehicle on the side street or in the southbound left-turn lane via the detection inputs, the flashing beacons on the US 51 northbound sign shall activate in a flash mode to warn drivers on the NB US 51 main line of a vehicle attempting to cross their path. This detection type shall be stop bar microwave vehicle detection devices, as specified in MDOT Special Provision No. 907-641-6. All devices required to activate the contact closure inputs from the microwave detectors into the signal controller shall be included with the microwave radar detection system, including the microwave sensor, communications and power cables, surge protection, and

contact closure interface panels/cards. This equipment shall be included in the Signal Stop Bar Radar detection pay item.

Also, upon sensing a main street (US 51) vehicle approaching the intersection in the northbound direction, side street flashing beacons shall activate in flash mode to warn the driver of an approaching NB vehicle. The detection method for this application shall be a signal advance radar microwave vehicle detection device that can track vehicles in a dilemma zone, as specified in MDOT Special Provision No. 907-641-6. This detection zone shall be set up so that when the advance radar detection detects a car approaching the intersection, it will immediately activate the side street warning sign's beacons. All devices required to activate the contact closure inputs from the microwave detectors into the signal controller shall be included with the microwave radar detection system, including the microwave sensor, communications and power cables, surge protection, and contact closure interface panels/cards. This equipment shall be included in the Signal Advanced Radar detection pay item.

Microwave radar detectors shall be located as shown in the plans. The detection shall be configured per MDOT recommendations and as outlined in this NTB. This shall include being able to configure delay and extension within the detection itself, not in the controller. Slight adjustments to these radar detectors shall be allowed upon notification from the Contractor that a sensor or device should be moved based on observations or issues identified with current placement per the plans. These adjustments shall be reviewed and approved by the Engineer prior to placement.

Installation and Operational Requirements.

The Contractor shall install the devices at the locations shown in the plans. It is required that the detection shall be configured so that if any of the detection devices or communications to the device fails, or if the device gets stuck on or off, that the input to the controller will not trigger or activate the flashing beacons (i.e. detectors shall 'fail off'). If this 'fail off' operation cannot be set up in the detection device itself, the Contractor shall submit a controller configuration plan to the Engineer that includes necessary programming or devices for the 'fail off' command.

30 days after Notice to Proceed (NTP), the Contractor shall submit an installation plan to MDOT for this ICWS work. This plan shall outline all signal controller assembly configurations, including cabinet wiring and controller programming necessary for the ICWS to operate as shown in the plans and as described in this NTB. It shall include a summary of how the contractor is going to phase the job and their approach to the installations. This plan shall be submitted to MDOT for approval.

The installation plan shall also include a summary of testing of the configuration prior to installation in the field. The testing shall prove that the ICWS will work to MDOT satisfaction with the submitted vehicle detection equipment and as outlined in the plans and NTB.

Additional Training and Performance Requirements.

The Contractor shall conduct training on the installation and configuration of the ICWS to MDOT designated signal operation and maintenance personnel. The training shall include a summary of the necessary wiring, signal controller configurations, and all necessary vehicle

detection configurations required for the ICWS installation. Training manuals, controller configuration sheets, and cabinet wiring diagrams shall be provided to each trainee.

This training shall be no more than 4 hours, and shall be conducted for a minimum of 8 signal technicians or engineers designated by MDOT.

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General Decision Number: MS140180 01/03/2014 MS180

Superseded General Decision Number: MS20130180

State: Mississippi

Construction Type: Highway

Counties: Copiah, Hinds and Rankin Counties 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	01/03/2014

* ELEC0480-007 07/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 23.35	3%+7.43

* SUMS2008-141 09/04/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 12.85	0.39
LABORER: Common or General.....	\$ 8.25	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 9.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.67	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 10.00	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 10.00	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: 10/23/2013

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 [upon request](#) 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

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.

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.

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
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(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. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

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

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

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-10

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Bidding Requirements and Conditions

Section 102, Bidding Requirements and Conditions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-102.06--Preparation of Proposal. Delete the first paragraph of Subsection 102.06 on page 17, 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, sixth, and seventh paragraphs of Subsection 102.06 on page 18, and substitute the following.

Bid sheets generated by the Department's Electronic Bid System (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.

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

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

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

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

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

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

VOLUNTARY PARTNERING:

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Scope of Work

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-7

DATE: 04/02/2014

SUBJECT: Control of Work

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

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-105-7

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Control of Work

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

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

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

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

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

| **907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute [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.

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

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

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

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

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

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

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

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

Coverage shall include:

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

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

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

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

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

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, 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. 907-108-30

CODE: (IS)

| DATE: 05/22/2013

SUBJECT: Prosecution and Progress

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

907-108.01--Subletting of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

Delete the third paragraph of Subsection 108.03.2 on page 76.

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

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

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

than is indicated by the money value.

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

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

TABLE OF ANTICIPATED PRODUCTIVE DAYS

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

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

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 item(s) 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 Schedule of Deductions table in Subsection 108.07 on page 85, 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 88, change “bond” to “performance and payment bond(s)”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-6

DATE: 06/03/2014

SUBJECT: Measurement and Payment

Before the first sentence of Subsection 907-109.04 on page 1, add the following.

Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price, including mark-up, is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

After the last paragraph of Subsection 907-109.07 on page 2, add the following.

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities..

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-6

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Measurement and Payment

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

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

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

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

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

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

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

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

907-109.06--Partial Payment.

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

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of

25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

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

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

CODE: (SP)

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

SUBJECT: Wage Rates

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.03--Construction Requirements.

907-618.03.2--Barricades, Signs, and Flaggers. Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

907-618.05--Basis of Payment. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

907-618-B: Additional Construction Signs - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-2

CODE: (SP)

DATE: 5/23/2008

SUBJECT: ITS Equipment Poles

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

Delete in total Section 639 beginning on page 481, and substitute the following:

SECTION 907-639--ITS EQUIPMENT POLES

907-639.01--Description. This Section specifies the minimum requirements for equipment poles and foundations furnished and installed to support Intelligent Transportation Systems (ITS) equipment. This work shall consist of assembling, constructing, erecting and installing galvanized steel camera poles with foundations, in conformity with these specifications and in accordance with the design(s) shown on the plans or as directed.

907-639.02--Materials. The materials used in this construction shall conform with the general requirements of these specifications and the specific requirements set out hereunder.

907-639.02.1--Galvanized Steel Poles for Cameras. Camera poles and foundations, conduits, connections, clamps, anchor bolts, shoe bases and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition, including all interims and updates. Design life shall be 50 years for all poles. Poles shall be designed to withstand the specified forces including those produced by a 100 mph wind with a 1.14 gust effect factor.
- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.
- 3) Pole fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required.
- 4) All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) DI. 1 Structural Welding Code. Tackers and welders shall be qualified in accordance with the American Welding Society Structural Welding code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with

automatic processes, and be visually inspected. Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt welded pole and arm splices shall be ultrasonically and radio graphically inspected. All inspection records will be furnished to the Engineer.

- 5) Camera pole system shall consist of a pole, anchor bolts, base plate, ground rod array, communication and power conduits to nearest pull box, grounding conduit, spare conduit and foundation.
- 6) Design computations for the camera poles shall be complete and shall include but not be limited to the following:
 - a. Consideration shall be given for all parts of the structure.
 - b. Consideration shall be given for all possible loading combinations including wind and ice loads.
 - c. Computations shall include design stresses and allowable stresses for all components which comprise the proposed structure.
 - d. Top of pole deflection shall not exceed 1 inch deflection from center (2 inch deflection diameter) due to 30 mph (non-gust) winds for the 50 foot poles.
 - e. All complete shop drawings and design computations shall bear the stamp of a Professional Engineer registered in the State of Mississippi.
 - f. Shop drawings shall be approved by the Engineer prior to fabrication. Approval of the shop drawings does not relieve the Contractor of responsibility for the design, fabrication and erection of the structure.
 - g. The Engineer reserves the right to reject a pole design if the calculated deflection exceeds that specified herein.
 - h. The foundation design shall be based on actual soil conditions from soil borings conducted by the Contractor. The cost of the soil borings shall be included in the cost of the pole.
 - i. The calculations shall include a pole, base plate, and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, 5 foot pole intervals, and at each slip joint splice.
- 7) For each pole shown in the Plans, the following information shall be given:
 - a. The pole's diameter, thickness, section modulus, moment of inertia, and cross sectional area.
 - b. The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole segment.
 - c. The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, and combined stress ratio (CSR) at each elevation.
 - d. The pole's angular and linear deflection at each elevation.
- 8) Pole Mounted Cabinet Access Conduit Nipple:
 - a. Each pole will be manufactured with a 2" diameter rigid threaded nipple for conduit connection to a pole-mounted cabinet.
 - b. The height of this nipple above the base of the pole shall be such that a cabinet mounting height of 3 feet above ground can be provided.
- 9) Hand Holes:
 - a. Hand hole openings shall be reinforced with 2" wide hot rolled steel bar. The opening shall be rectangular and 5" x 8" nominal.

- b. The cover shall be 11-gauge steel and shall be secured to a clip-on lock with a tamper-proof screw.
 - c. The reinforcing rim shall be provided with a 1/2" tapped hole and 1/2" hex head cap screw for grounding.
 - d. Hand holes on poles with pole-mounted cabinets and transformers shall be placed toward oncoming traffic. For all other poles, hand holes shall face away from traffic.
- 10) Cable Supports (J-Hooks & Eyelets): Top and bottom J-hooks and eyelets shall be located within the pole directly aligned with each other.
- 11) Base Plate:
- a. Base plates shall conform to ASTM A572.
 - b. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar.
 - c. Plates shall be hot dip galvanized.
- 12) Anchor Bolts:
- a. Anchor bolts shall conform to the requirements of AASHTO M314-90 (105 ksi min. yield.) The upper 12" of the bolts shall be hot dip galvanized per ASTM A153.
 - b. Each anchor bolt shall be supplied with two (2) hex nuts and two (2) hardened washers.
 - c. The strength of the nuts shall equal or exceed the proof load of the bolts.
 - d. The top nut shall be torqued so as to produce 60% yield stress of anchor bolt.
 - e. The Contractor shall not grout between bottom of base plate and top of concrete foundation.
- 13) Pole heights shall be as indicated on the plans.

907-639.02.2--Galvanized Steel Poles for Detectors. Detector poles and foundations, conduits, connections, clamps, anchor bolts, shoe bases and all other members shall be designed and fabricated in accordance with the standards and requirements listed below. Design and materials documentation shall be furnished as part of the approval request submittal. Certifications will be furnished upon request by the Engineer.

- 1) Poles shall be designed in accordance with the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", current edition, including all interims and updates. Design life shall be 50 years for all poles. Poles shall be designed to withstand the specified forces including those produced by a 100 mph wind with a 1.14 gust effect factor.
- 2) The Contractor shall submit manufacturer's shop drawings, layout drawings and specifications for equipment and appurtenances for approval by the Engineer no later than ninety (90) days after notice to proceed.
- 3) Pole fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required.
- 4) Poles shall be formed from a single sheet of hot rolled weldable grade steel, galvanized in accordance with ASTM Designation: A 123.
Unless otherwise noted on the plans, poles shall be made from steel meeting the requirements of ASTM Designation: A 572 Grade 55, or A 595 Grade A. Minimum yield strength shall be 48,000 psi after fabrication. Design wind loading shall be as indicated on the plans. The pole shall meet design wind loading with detector(s) installed.

- 5) Poles shall have a constant taper of 0.14 inch nominal per foot.
- 6) All poles shall be equipped with a breakaway device which conforms to the latest AASHTO and FHWA requirements, which have been approved by same. The Contractor shall submit a manufacturer's certification with the pole shop plans stating that the device meets, or exceeds, these standards.
- 7) Pole heights shall be as indicated on the plans.
- 8) Detector pole system shall consist of, but not be limited to a pole, anchor bolts, breakaway base, base plate, ground rod array, communication and power conduit to nearest pull box, grounding conduit, spare conduit and foundation as shown on the Plans.
- 9) Anchor bolts, washers and hex nuts shall be made of steel in accordance with ASTM Designation: F 1554, Grade 55, and shall be galvanized as per ASTM Designation: A 153. Anchor bolts shall be provided for each pole with two (2) hex nuts and washers per bolt. Anchor bolts shall be "L" shaped; minimum yield strength shall be 50,000 psi. A bolt layout template shall be provided by the manufacturer for proper bolt installation. The number of anchor bolts and design yield strength shall be as recommended by the manufacturer.

907-639.02.3--Foundations. Cast-in-place foundations for steel poles shall be as specified on plans, and shall be cast of reinforced Class "B" Concrete conforming to the requirements of Sections 601 and 602. Anchor bolts, washers and hex nuts for use in the foundation shall conform to Subsections 907-639.02.1 and 907-639.02.2. Conduit for electric cable and and fiber optic cable shall comply with the requirements for such materials as set out in Subsection 722.05.

907-639.03--Construction Requirements. All equipment shall be installed according to the manufacturer's recommendations. Materials and associated accessories/adapters shall not be applied contrary to the manufacturer's recommendations and standard practices. Camera and detector pole systems shall be installed as indicated on the Plans and shall conform to the following requirements:

- 1) All poles shall be installed in accordance with the National Electric Safety Code and the latest AASHTO standards.
- 2) Foundations:
 - a. The Contractor shall submit a design for each pole foundation that has been sealed by a Professional Engineer registered in the State of Mississippi.
 - b. Excavation for concrete foundations shall be opened vertically in accordance with the methods of Section 206 with a tolerance of plus two inches from neat lines and grades as shown on the Plans or required by local conditions. Adjacent earth shall be compacted sufficiently to withstand the loadings set out in Subsections 907-639.02.1 and 907-639.02.2.
 - c. If soil conditions require the use of any shoring, casings, or sonotube for proper installation of the foundations, the cost of the shoring, casings or sonotube shall be included in the cost of the pole and foundation.
 - d. Before placing concrete, the Contractor shall place reinforcing bars, conduit and anchor bolts, all in accordance with plan details, and held rigidly in place by approved methods.

- e. Concrete foundations shall be formed, cast and cured in accordance with the provisions of Section 601. The top surface shall be finished smooth, and sloped to drain.
 - f. Concrete shall cure a minimum of 7 days before any load is applied to the foundation.
 - g. Conduit shall be installed in the pole foundation for access and includes conduit to the nearest pull box as shown in the Plans.
 - h. A minimum of one 2-inch spare conduit shall be installed in all pole foundations as shown in the Plans. Spare conduits in pole foundations shall be sealed with blank duct plugs.
- 3) Grounding System:
- a. The Contractor shall supply and install a grounding system with ground rod array at the base of all poles as shown on the Plans.
 - b. The ground rod array system shall be connected to the pole through an appropriate ground clamp.
 - c. A #6 AWG copper stranded bonding wire shall be installed between the pole and the field cabinet providing a common ground system for each site.
 - d. All ground bonding wires shall be un-spliced.
- 4) The installation method for the CCTV poles and cameras shall be such that the camera can be rotated as needed around the pole for optimum placement.

907-639.04--Method of Measurement.

907-639.04.1--Camera Pole with Foundation. Camera pole with foundation will be measured as a unit quantity per each. Such measurement shall include but is not limited to a steel pole, foundation, conduit inside foundation and to nearest pull box as indicated on the Plans, wiring between camera and field cabinet, connections to support structures, satisfactory completion of testing and training requirements, and all work, equipment and appurtenances as required to effect the full operation including remote and local control of the camera site complete in place and ready for use.

907-639.04.2--Detector Pole with Foundation. Detector pole with foundation will be measured as a unit quantity per each. Such measurement shall include but is not limited to a steel pole, breakaway base, foundation, conduit inside foundation and to nearest pull box as indicated on the Plans, wiring between detector and field cabinet, connections to support structures, satisfactory completion of testing and training requirements, and all work, equipment and appurtenances as required to effect the full operation including remote and local control of the detector site complete in place and ready for use.

Progress payments may be measured in accordance with the following:

- 1) 25% of the contract unit price upon complete installation of foundations;
- 2) Additional 45% of the contract unit price upon delivery of poles or structure to the site; and
- 3) Final 30% of the contract unit price upon complete installation of pole system.

907-639.05--Basis of Payment. Camera pole with foundation and detector pole with foundation, measured as provided in above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-639-E: Camera Pole with Foundation, ___ Pole - per each

907-639-F: Detector Pole with Foundation, ___ Pole - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-641-6

CODE: (SP)

| DATE: 04/25/2014

SUBJECT: Signal Radar Detection

Section 907-641, Signal Radar Detection (SRD), is hereby added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-641--SIGNAL RADAR DETECTION (SRD)

907-641.01--Description. This special provision specifies the minimum requirements for Signal Radar Detection (SRD) furnished and installed on this project. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, train and operate the SRD. Stop bar radar detection shall be used for presence detection. Advanced radar detection shall be used for dilemma zone protection. Signal Radar Detection System (RDS) shall include both stop bar and advanced detection. The RDS shall operate together as one system under one software to reduce costs of multiple systems.

| The SRD will provide roadway monitoring capabilities **solely** via electromagnetic radar signals through the air. The signals bounce off vehicles in their paths and the signal is returned to the detector. The returned signals are processed to determine traffic parameters.

The SRD shall utilize a matrix of radar signals for two-dimensional coverage and shall track vehicles through each type of detection's specified Area of Coverage (Subsection 907-641.02.2). The SRD shall report real-time detection of both moving and stopped vehicles.

907-641.02--Materials.

907-641.02.1--Radar Design. The radar detectors (RD) shall operate in the 24.0 to 24.25 GHz frequency band. Neither stop bar nor advanced RD shall interfere with any known equipment.

907-641.02.2--Area of Coverage.

| **907-641.02.2.1--Stop Bar Detection.** The stop bar RD's sensor shall track vehicles through a field of view that extends out a minimum of 100 feet

The stop bar RD sensor shall be able to detect and report presence in lanes located within the 100-foot arc from the detector.

907-641.02.2.2--Advanced Detection. The advanced RD sensor shall be able to detect and report vehicle information when mounted within 50 feet of the center of the lanes of interest.

The advanced RD sensor shall be able to detect and report vehicle information when mounted at heights above the road surface, [as per Manufacturer recommendations](#)

The advanced RD sensor shall be able to detect and report information on the roadway located with the near boundary at 50 feet from the detector.

The advanced RD sensor shall be able to detect and report information on the roadway with the far boundary between 600 and 900 feet (for trucks) from the detector.

907-641.02.3--Detection Zones.

907-641.02.3.1--Stop Bar Detection. The stop bar RD sensors shall be able to detect and report presence for vehicles [at the stop bar](#).

The sensors shall be able to detect and report presence in up to 4 lanes. The number of lanes used and detection zones shall be set-up and selected from the graphical user interface.

907-641.02.3.2--Advanced Detection. The advanced RD sensors shall be able to simultaneously detect and report information from up to 25 vehicles on the roadway when they are serially sequenced between the near and far boundaries. The number of lanes and detection zones shall be set-up and selected from the graphical user interface.

The advanced RD sensors shall detect range, speed, and vehicle estimated time of arrival (ETA) to the stop bar for vehicles or clusters of vehicles moving in the user-selected direction of travel. The detector shall also detect instantaneous roadway efficiency.

The advanced RD sensors shall provide vehicle call and extend data on up to eight (8) channels that can connect to contact closure modules compliant with NEMA TS-1, NEMA TS-2, 170, and 2070 controller cabinets.

907-641.02.4--Capabilities. Sensors shall not require roadway modification or placement. The advanced detection should provide easy integration with the stop bar detection and vice versa into the same intersection to form one method/system of detection.

The RD sensors shall distinguish and omit wrong way traffic from activating an assigned detector output.

907-641.02.4.1--Stop Bar Detection. [The stop bar RD](#) shall be suitable for mounting on roadside poles and provide the following:

- 1) Presence indication of moving or stopped vehicles in its detection zones, provided by contact closure to existing controllers.
- 2) Assign up to four (4) detector outputs per unit and capable of using 2 or 4-channel interface modules to the detector rack.
- 3) Maintain a detection accuracy of 95% for each detection zone set-up on the graphical user interface.

907-641.02.4.2--Advanced Detection. The advanced RD sensors shall detect range, speed, vehicle ETA to the stop bar for vehicles or clusters of vehicles moving in the user-selected direction of travel. The sensor shall also detect instantaneous roadway efficiency.

The advanced RD sensors shall turn on zone output when the range, speed, ETA, and qualified count or instantaneous roadway efficiency requirements for that zone are satisfied.

The advanced RD sensors shall turn on an alert output when the user defined zone output combinational logical is satisfied.

The advanced RD sensors shall turn on normal channel output when any of the channel's alerts is on and the channel's delay and extend time constraints are satisfied.

The advanced RD sensors shall support user configurable upper and lower ETA filters for each zone. The sensors shall support the configuring of ETA filters in increments of 0.1 seconds.

For incoming traffic between 90 and 95 percent of large vehicles within the line-of-sight of the detectors shall be detected and reported before they arrive between 400 and 700 feet from the sensor. For incoming traffic, 90 percent of all motor vehicles within the line-of-sight of the detector shall be detected and reported before they arrive between 400 and 450 feet from the sensor.

907-641.02.5--Environmental Conditions and Protection. The RD shall maintain accurate performance in all weather conditions, including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light, including direct light on sensor at dawn and dusk. All RD sensors shall not require cleaning or adjusting in order to maintain performance. Except as stated otherwise herein, the equipment shall meet all its specified requirements during and after subjecting to any combination of the following:

- 1) Ambient temperature range of -40°C to +74°C
- 2) Relative humidity from 5 to 95%, non-condensing
- 3) Rain and other precipitation up to 1.0 inch/hour
- 4) Power surge that meets the EN 61000-4-5 standards shall be included.

907-641.02.6--Mechanical. The RD sensors shall not exceed five pounds (5 lb) in weight. All external parts of the RD sensors shall be ultraviolet-resistant, corrosion resistant, and protected from fungus growth and moisture deterioration.

The enclosure shall be classified "f1" outdoor weatherability in accordance with UL 746C. The RD sensors shall be classified as watertight according to the NEMA 250 Standard. The enclosure shall conform to test criteria set forth in the NEMA 250 standard for type 4X enclosures.

Each of the RD sensors shall be able to withstand a drop of up to five (5) feet without compromising its functional and structural integrity. The sensor shall not require adjustments to maintain performance unless roadway geometry changes.

The RD sensors shall be mounted directly onto a mounting assembly fastened to a pole or other solid structure. The assembly shall provide the necessary degrees of rotation to ensure proper installation. The assembly shall be constructed of weather-resistant materials and shall be able to support a 20-lb load.

907-641.02.7--Electrical. The RD sensors shall consume less than 10 W and shall operate with a DC input between 9 VDC and 28 VDC.

Surge Suppression shall be provided to protect the equipment from surges in the RD sensors power supply and the RS232 or RS 485 communications wiring. Surge suppression shall meet all manufacturer recommendations.

907-641.02.8--Radar Design. The RD sensors shall be designed with a matrix of radars so as to provide detection over a large area and to discriminate lanes.

The circuitry shall be void of any manual tuning elements that could lead to human error and degraded performance over time.

The RD shall not rely on temperature compensation circuitry to maintain transmit frequency stability.

The bandwidth of the transmit signal of the RD shall not vary by more than 1% under all specified operating conditions and over the expected life of the RD.

The stop bar RD shall provide at least **five (5)** RF channels so that multiple units can be mounted in the same vicinity without causing interference between them.

907-641.02.9--RD Communication Ports. The RD shall have **Ethernet, RS-485, or RS-232 ports.**

The RD shall support the upload of new firmware into the RD's non-volatile memory.

The RD shall support user **defined or automatic** configuration **of the com ports.**

907-641.02.10--RD Cabling. The RD communication cable shall be provided between the RD and the cabinet. This length of RD communication cable shall be included in the cost of the RD and is not called out separately on the plans.

The cable shall have a single continuous run with no splices.

The cable shall be terminated only on the two farthest ends of the cable.

The communication cable shall meet the following specifications:

Ethernet shall be double shielded, outdoor rated direct burial Ethernet cable with runs not exceeding 300 feet. If ranges exceed 300 feet, extenders may be used.

The RS-485 conductors shall be a twisted pair and not exceed 2000 ft.

The RS-232 and RS-485 conductors shall have nominal capacitance conductor to conductor of less than 71 pF/Ft at 1 Khz.

The RS-232 and RS-485 conductors shall have nominal conductor DC resistance of less than 16.5 ohms at 68°F.

~~The cable shall have a single continuous run with no splices.~~

~~The cable shall be terminated only on the two farthest ends of the cable.~~

907-641.02.11--Electrical Isolation and Surge Protection. All communication and power lines shall be installed using lightning surge protection which meet or exceed EN 61000-4-5 Class 4 specifications.

907-641.02.12--Configuration. The RD can either have an on screen interactive or automatic setup. The auto setup shall automatically define traffic lanes, stop bars, and detection zones without requiring user intervention. The auto-configuration process shall execute on a processor internal to the RD and not require an external PC or other processor. The auto-configuration process shall automatically define traffic lanes or detection zones by detecting the relative position of vehicles with the RD's field of view.

The RD shall also allow the ability of the user to manually adjust the sensor configuration.

The graphical interface shall operate on Windows Mobile, Windows 2000, Windows XP, Windows Vista, Windows 7, and Windows 8 in the .NET framework.

The software shall automatically find the baud rate, find the correct serial communication port, operate over a TCP/IP connection, support dial-up modem connectivity, give the operator the ability to save/back up the RD configuration to a file or load/restore the RD configuration from a file, and provide a virtual connection option so that the software can be used without connecting to an actual sensor.

907-641.02.12.1--Stop Bar Detection. The stop bar RD shall support the configuring of lanes, stop bars, and detection zones in 1-foot increments.

907-641.02.12.2--Advanced Detection. The advanced RD can either have an on screen interactive or automatic setup. The auto setup shall have a method for automatically configuring the sensitivity of detection between 5-foot and 7.5-foot increments.

The advanced RD shall support the configuring of zones in at least 5-foot increments.

The advanced RD shall support user configurable high-speed and low-speed detection filters for each zone. These speed filters shall be configured in 1 mph increments.

907-641.03--Construction Requirements. The stop bar and advanced RD sensors shall be mounted in the configuration set out in the manufacturer's recommendations on poles as shown in the plans, using mounting brackets. The brackets shall be attached with approved stainless steel bands.

The Contractor shall install detector unit on a pole at the manufacturers recommended height above the road surface so that the masking of vehicles is minimized and that all detection zones are contained within the specified elevation angle as suggested by the manufacturer.

The SRD sensors mode of operation, detection zones, and other calibration and set up will be performed using an MS-Windows based software and a Notebook PC.

Unused conductors in the SRD Cable shall be ground or terminated in the cabinet in accordance with the manufacturer's recommendations. Terminated conductors shall be individually doubled back and taped, then loosely bundled and secured.

907-641.03.1--SRD Test Requirements. The Contractor shall conduct a Project Testing Program as required below. All costs associated with the Project Testing Program shall be included in overall contract prices; no separate payment will be made for any testing.

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

Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements.

Test procedures shall be submitted and approved for each test as part of the project submittals. Test procedures shall include every action necessary to fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall contain documentation regarding the equipment configurations and programming.

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

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

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

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

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

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

907-641.03.2--Standalone Acceptance Test (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links (fiber, leased copper, wireless), control cables, poles, etc. An SAT shall be conducted at every field device site. Where applicable, a SAT shall be conducted for a fully installed and completed connection to the designated Traffic Management Center (TMC) or central data/video collection site.

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

907-641.03.3--Warranty. The signal radar detection sensors shall be warranted to be free of manufacturer defects in materials and workmanship for a period of one year from the date of Final Acceptance. Equipment covered by the manufacturer's warranties shall have the registration of that component placed in MDOT's name prior to Final Inspection. The Contractor is responsible for ensuring that the vendors and/or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the component from new. During the warranty period, the supplier shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier.

During the warranty period, technical support shall be available from the supplier via telephone within four hours of the time a call is made by the Department, and this support shall be available from factory certified personnel. During the warranty period, updates and corrections to control unit software shall be made available to the Department by the supplier at no additional cost.

907-641.03.4--MDOT Employee Training. The supplier of the Signal Radar Detection Sensors

shall, at a minimum, provide a 8-hour operations and maintenance training class with suitable documentation for up to eight (8) persons selected by the Department. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. The operations and maintenance class shall be scheduled at a mutually acceptable time and location.

907-641.03.5--Maintenance and Technical Support. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the Radar Detection Sensors. The manufacturer of the Signal Radar Detection Sensors must provide, and have a parts support system capable of providing parts for a period of five (5) years from the date of system acceptance. Spare parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale of said spare parts.

The suppliers shall maintain an ongoing program of technical support for the Signal Radar Detection Sensors. This technical support shall be available via telephone or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale of said technical support services.

907-641.04--Method of Measurement. The Signal Radar Detection Sensors provided, constructed, and installed as specified in the Plans, will be measured in units per each, which shall include furnishing, installing, system integration, testing and training (if required) of complete RD that includes the unit, the RD Cable between the unit and the cabinet, surge suppressions, communication converters (if required), all conduit, risers and weatherhead between the RD sensors and the cabinet, interconnection wiring, power supply, connections to support structures (includes all incidental components, attachment hardware, mounting brackets, mounting arms, bolts, or any other items to mount the RD as intended), satisfactory completion of testing and training requirements and all work, equipment and appurtenances as required to effect the full operation including remote and local control of the RD site complete in place and ready to use. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other material necessary to document the operation of the RD.

Signal RD Cable will be included in the measurement of the Signal Radar Detection Sensors.

The Signal Radar Detection Sensors will be measured for payment on a per each basis once the unit is installed and becomes fully operational.

The Signal Radar Detection System shall provide detection as specified in the Plans for an entire signalized intersection. The RDS shall be measured in units of each and the requirements of system integration, materials, and work shall follow the same guidelines of the RD sensors written above in this section.

Radar Detection Training will be measured per lump sum.

907-641.05--Basis of Payment. Signal Radar Detection Sensors and System, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full

compensation for furnishing all materials, construction installation, connecting, testing, for all equipment, tools, labor and incidentals required to complete the work.

Signal Radar Detection Training, measured as prescribed above, will be paid for per lump sum after the completion of all training.

Payment will be made under:

- 907-641-A: Signal Stop Bar Radar Detection - per each
- 907-641-B: Signal Advanced Radar Detection - per each
- 907-641-C: Signal Radar Detection System - per each
- 907-641-D: Signal Radar Detection Training - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-3

CODE (SP)

DATE: 07/02/2014

SUBJECT: Advance Warning Flashing Assembly

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

907-645.01--Description. This work consists of furnishing all components and materials required to assemble an Advance Warning Flashing sign assembly in accordance to these specifications and the details shown on the plans.

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

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

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

907-645.04--Method of Measurement. The Advance Warning Flashing Assembly will be measured as a unit quantity per each system installation. Measurement shall include the sign(s), the post, the post base and foundation, the flashing beacons, sign supports, solid state flasher unit(s), flasher panel, applicable conduit on the post itself and stubbed out of the foundation, and all necessary wiring in the included conduit.

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

Payment will be made under:

907-645-B: Advance Warning Flashing Assembly

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-651-5

CODE (SP)

DATE: 1/7/2013

SUBJECT: Magnetometer Detection System

Section 907-651, Magnetometer Detection System, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-651 – MAGNETOMETER DETECTION SYSTEM (MDS)

907-651.01--Description. This work consists of furnishing all components and materials required to enable a wireless, battery powered magnetometer detection system that detects vehicles on a roadway using battery powered magnetometers with wireless communications to transmit detection information. The system shall detect vehicles on a roadway using only changes in the earth's magnetic field and provide detection outputs to a roadside master device before the data is relayed to a freeway cabinet, a local traffic controller cabinet, a central software system, and/or data server as required by the application. The application of the MDS shall be shown in the plans or project specifications. These specifications cover both intersection presence based vehicle detection used for traffic controller input, as well as freeway system or advanced system detection data collection of volume, occupancy and speed. This specification sets forth the minimum requirements for the system.

The detection system shall provide accurate roadway data as needed to support the traffic management application. All wireless battery-powered Magnetometer Vehicle Detection Systems (MDS) shall consist of one or more Battery-powered wireless Vehicle Sensor Nodes (VSN) installed in-pavement with reusable enclosure. The MDS may also consist of one or more Repeaters (RPs) mounted on poles on the side of the roadway.

The MDS shall also consist of either:

- One or more Access Points (AP) mounted on the side of the roadway, one or more Access Boxes, and one or more Contact Closure Interface Card(s) (with Expansion Card System (EX) if required); or
- One or more Access Point Contact Closure (APCC) Interface cards (with an Expansion Card System (EX) if required), one or more Isolator Modules (ISO), and one or more Serial Port Protocol Digital Radios (DR) mounted on the side of the roadway.

The MDS may also include Input/Output (I/O) Modules if Access Point Control Cards are used. All MDS shall also include CAT5E Outdoor Ethernet Cable, Epoxy Sealant for installation, and applicable operating and configuration software. Software shall operate on a conventional laptop PC. Communications between the sensors and the DR or RP and between the RP and DR or another RP shall be via radio. Detection Data shall be relayed using contact closure signals. Data shall be capable of being relayed to a central software system or central server over standard IP (Internet Protocol) networks. The MDS shall also include any incidental items necessary for a complete and operable unit in place and accepted.

907-651.02--Materials.

907-651.02.1--Functional Capabilities. The VSN shall detect a vehicle by measuring a change in the x, y, and z axis components of the earth's magnetic field near the VSN caused by a stopped or passing vehicle. The VSN shall communicate the detection information to the AP, DR, or RP via embedded Direct Sequence Spread Spectrum Offset Quadrature Phase-Shift Keying (DSSS O-QPSK) wireless radio. The VSN shall transmit detection information within 150ms of a detected event. The VSN shall communicate time-stamped ON and OFF vehicle detection events. The VSN shall automatically re-transmit a detected event if no acknowledgment is received from the AP or APCC/DR. The VSN shall automatically recalibrate in the event of a detector lock. If radio connection is lost due to stopped vehicles near the VSN, each VSN shall be capable of re-establishing radio link with supporting AP or APCC/DR or RP in less than two (2) seconds. Each MDS system shall consist of one or more VSN's located as identified on the plans. Communications between a VSN and DR or AP can be direct, via a single repeater, or via two repeaters operating in tandem.

The Radio Frequency (RF) link among the AP, DR, RP, and VSN shall conform to the following:

- The RF link shall utilize an IEEE approved wireless communications protocol.
- The center frequencies, bandwidths, and transmit power levels of the radio links shall allow operation in an unlicensed frequency band.
- Frequency channels which are user configurable shall be employed by the sensors, APs or APCCs and RPs to avoid interference with other devices operating in the unlicensed band. A minimum of 16 channels shall be provided for this purpose.
- The RF link budget shall be 93dB or greater.
- The AP or DR to VSN (or RP to VSN) RF range shall be at least 150 feet for an DR/AP/RP installed at 20 feet above the roadway and at least 125 feet at 18 feet above the roadway.
- The RP to AP or DR RF range shall be at least 750 feet when both units are installed 18 feet above the roadway with clear line of sight.

For freeway applications and where advanced system detection is provided, per the plans and specifications, detection data shall be relayed to a central software system or central server. In this case each installation of the Wireless Battery-Powered Magnetometer Vehicle Detection System shall provide the following measurements, as required by the application:

- Vehicle volume (count) per lane over a specified time interval
- Lane occupancy (percent) over a specified time interval
- Vehicle speed (mph or kph) when more than one sensor is deployed in a lane
 - Per-vehicle speed
 - Median speed over a specified time interval
 - Mean speed over a specified time interval
 - Distribution of speeds over a specified time interval
- Vehicle classification when more than one sensor is deployed in a lane
 - Per-vehicle length
 - Report distribution of vehicle lengths over a specified time interval

- o The time interval for measurements shall be selectable from 30 seconds to 24 hours

Each VSN shall transmit a unique identifying code. Each sensor in an installation shall be capable of being individually configured with its own sensitivity level. Sensitivity of the VSN shall be adjustable as may be required to detect bicycles and/or motorcycles. The VSN shall respond within 100 seconds when the AP or APCC/DR is powered on and transmitting.

Two types of sensor applications of sensors shall be available from the manufacturer. Type A shall provide all sensor functions, including data collection functions. Sensors used for this application shall provide for advanced system detection or stop bar detection. In the advanced system detection scenario a single Type A VSN shall be configurable to approximate the detection zones of 6-foot x 6-foot. In the stop bar detection scenario multiple Type A VSNs shall be configurable to emulate 6-foot x 6-foot to longer lengths. Type B sensors shall support presence detection only. Sensors used for this application shall provide for stop bar detection. In this scenario single or multiple Type B VSNs shall be configurable to emulate 6-foot x 6-foot to longer lengths. The plans shall dictate the sensor type required.

The AP or APCC shall have the capability to transmit detection information to central software or a centralized server through several types of communication media, as required by the application. The AP shall be capable of communicating over a cellular data connection, or an Ethernet connection. The APCC shall be capable of simultaneously communicating detection data via the contact closure interface, Ethernet interface, and cellular data modem interface, as applicable. The APCC cards shall provide sensor information processing and support the interface between a DR and the traffic controller using contact closure signals, or, for freeway applications, mounted in a stand alone cabinet with direct IP communications. The AP or APCC shall have the capability to transmit detection information to 170, 2070, and NEMA TS1 and TS-2 traffic controllers to provide real time detection information via a standard contact-closure based input shelf. The VSN, RP, DR, APCC or AP shall be capable of accepting software and firmware upgrades.

907-651.02.2--VSN Hardware. The VSN shall consist of a magnetometer, a microprocessor, a wireless transmitter and receiver, battery, an "enclosure case", and epoxy sealant for installation. The VSN components shall be contained within a single housing. The VSN housing shall meet NEMA 6P and IEC IP68 standards. The VSN components shall be fully encapsulated within the housing to prevent moisture from degrading the components. The VSN shall be able to operate at temperatures from -37°F to +176°F. The VSN housing shall be capable of being installed in a 4-inch cored hole that is 2.50" deep. The VSN shall be designed to operate from its battery for an average of ten (10) years of life under normal traffic conditions.

907-651.02.3--Repeater Hardware. The RP shall extend the effective communication range of the sensor to the AP or DR an additional 750 feet. The RP communicating directly to an AP or APCC/DR shall support at least ten (10) sensors while an RP communicating to an AP or APCC/DR via an intermediate RP (i.e., tandem operation) shall support at least six (6) sensors. The RP shall be battery powered. The RP battery shall be field replaceable. The RP shall operate in the -37°F to +176°F temperature range. All RP Components shall be contained within a single housing. The RP shall meet NEMA 4X and IEC IP67 standards. The RP shall weigh no more than nine pounds (9 lbs.). The RP shall be designed to operate from its battery for a minimum of seven (7) years of life under normal traffic conditions.

907-651.02.4--AP Hardware. The AP shall be the master device of the sensor network. The AP shall be able to communicate to up to 48 VSN's and 15 RP's. The AP shall be powered via PoE with 48V DC, or via non-isolated external 10 to 15V DC, power. The AP shall operate in the -37°F to +176°F temperature range. The AP shall meet NEMA 4X and IEC IP67 standards. The AP shall weigh no more than four pounds (4 lbs.). It shall contain a weatherproof Ethernet connector on the bottom of the device, which shall be shipped with a cover firmly attached to provide protection from the elements. The connector shall not require any specialized tools for installation. The AP shall communicate via the following options: The controller via the Contact Closure Interface Card(s), Ethernet to a Central computer/server, or simultaneously to both the controller and the Central computer/server.

907-651.02.5--Contact Closure Interface Card (CCI) and Expansion Card System (EX) Hardware. The Contact Closure Cards and Expansion Cards, collectively called Contact Closure Interface Card(s) (CCI), shall provide detector outputs to the controller. The CCI shall communicate with the AP via an Ethernet cable. The CCI shall directly plug in to the standard 170/2070 Input Files and NEMA detector racks and detection file type shall be selectable via dipswitch. Each CCI card shall provide up to 4 channels of detections from an AP's supported sensors, where each channel comprises an optically isolated contact closure relay. Additional contact closure input channels shall be provided via Expansion Cards (EX) daisy chained to the CCI (user configurable from 1 to 4 outputs each). All required EX cards to handle the number of sensors or controller channels as indicated in the plans or project specifications shall make up the Expansion Card System. The CCI shall be able to provide pulse or presence detection outputs. The CCI shall provide for up to 31 seconds of delay. The CCI shall provide up to 7.5 seconds of extension.

The front panel of the CCI shall provide:

- Status LED's displaying
 - Detection Channel Status
 - Line Quality
 - Fault Monitor
- Configuration DIP switches to enable
 - Presence or Pulse mode
 - Delay
 - Extension
- Rotary Switch to program time functions for delay and extension functions
- Two Ethernet style RJ45 connectors

The CCI shall be powered by 11 to 26 VDC. The CCI shall provide power to the AP over the Ethernet cable. The CCI shall be surge protected to GR-1089 standards. The CCI card(s) shall operate -37°F to +176°F temperature range. The CCI shall operate in up to 95% humidity (non-condensing).

907-651.02.6--Access Box. The Access Box shall provide a communication link between the AP and CCI card(s). The Access Box shall provide the ability for remote communications. The Access Box shall have three (3) Ethernet style RJ45 connectors. The Access Box shall be required for all AP installations.

907-651.02.7—Access Point Contact Closure (APCC) Interface Card and Expansion Card System (EX) Hardware. The APCC shall also serve as the master device of the MDS, where AP type configurations are not specified. It shall provide all the higher level processing and interface functions of the MDS system and shall only require a single detection rack width slot. The APCC shall be capable of communicating with at least 2 DRs. Optional Expansion (EX) cards daisy-chained to the APCC shall provide additional contact closures in a signal cabinet (user configurable from 1 to 4 outputs each). All required EX cards to handle the number of sensors or controller channels as indicated in the plans or project specifications shall make up the Expansion Card system.

Each APCC card shall provide detector data as contact closure signals to the traffic controller. The APCC card shall be capable of plugging directly in to standard 170/2070 input files and NEMA detector racks or shall be supplied within a standard enclosure to supply power for use in freeway applications. One or more EX cards shall provide up to 256 channels of detection data from a single APCC's supported sensors, where each channel comprises an optically isolated contact closure relay. The APCC and EX cards front panel shall be configurable either via software or via front panel switches to provide presence/pulse mode, delay timing and extension timing. The APCC and EX card system shall provide up to 31 seconds of delay timing and up to 7.5 sections of extension (carryover) timing. The front panel of the APCC and EX card system shall provide LED's to monitor:

- Detection Channel Status
- Line Quality
- Fault Monitor

APCC and EX card system shall operate at temperatures from -37 °F to +176 °F, and in humidity up to 95% (non-condensing).

907-651.02.8— Digital Radio Hardware. The Serial Port Protocol Digital Radio (DR) shall support at least 48 sensors with a 0.125 second latency. It shall communicate to the APCC utilizing a standard CAT5e or higher Ethernet cable. It shall contain a weatherproof Ethernet connector on the bottom of the device, which shall be shipped with a cover firmly attached to provide protection from the elements. The connector shall not require any specialized tools for installation. The DR shall operate at temperatures from -37 °F to +176 °F, and DR shall be contained within a single housing that conforms to NEMA Type 4X and IEC IP67 standards. The DR shall weigh no more than four pounds (4 lbs.)

907-651.02.9--Isolator (ISO) Module. The MDS which contains the APCC shall include an isolator module to be used in between each DR and APCC to extend communications range and protect the APCC card from transient surges. The isolator module shall extend the communication range between the APCC and DR from 30 feet (10 m) to 2000 feet (600 m). The isolator module shall provide electrical isolation of 1500V, surge protection of up to 1500V, and shall provide AC power cross protection.

907-651.02.10--Input/Output (I/O) Module. The MDS may include I/O modules to expand the capabilities of an APCC by providing additional communication options, memory options and a battery backed real time clock. The I/O module shall include a SD Memory Card Slot and

battery backed up real time clock. The module shall include a RS232 port for serial communications. As an option, it shall also allow for detection data shall be communicated as IP data over either GSM-based cellular data services via a GPRS cellular modem or over CDMA based cellular data services via a 1xRTT cellular modem. The I/O module shall be physically mounted to the APCC to form a double detector slot profile.

907-651.02.11--Configuration Software. The MDS shall include the software necessary to configure the VSN. The MDS shall include the software necessary to configure the RP, AP, APCC, EX, CCI and DR.

907-651.02.12--Epoxy. The MDS shall also include the necessary Epoxy for installation. The epoxy used for installation of the sensor(s) shall be a two part poly-urea based joint sealant having self-leveling characteristics. Surfaces the epoxy will be bonding to shall be free of debris, moisture, and anything else which might interfere with the bonding process. The epoxy used shall be approved by the manufacturer of the detection system.

907-651.03--Construction Requirements.

907-651.03.1--Installation. The flush mount sensors shall be installed in the roadway using the following procedure. The roadway shall be core drilled to provide a 4-inch diameter hole, 2.50" deep. The hole shall be cleaned out per the manufactures recommendation and leveled prior to placement so that the sensors will remain flush once installed. A small layer of epoxy to cover the bottom of the hole shall be applied. The sensor shall then be placed on top of this layer of epoxy in the correct orientation. The sensor shall be fully encapsulated with the epoxy to the lip of the cored hole. The AP or DR and RP shall be installed within range of the sensors as specified by the manufacturer.

907-651.03.2--Removal. The direction of traffic flow shall be permanently marked on top of the sensor prior to removal. The sensor and its epoxy coating shall be removed from the roadway by coring a 5" diameter hole to a depth of 2.50" with the sensor and epoxy being contained in the center of the core. The core shall then be extracted from the roadway using a pry bar as needed and retained for reinstallation upon completion of roadwork.

907-651.03.3--Reinstallation. Cores containing previously removed sensors shall be reinstalled by coring a 5" hole in the roadway to a depth of 2.50". The core shall be placed inside the hole in the correct orientation. The sensor shall be fully encapsulated with the epoxy to the lip of the cored hole. The sensors shall be configured as needed to provide vehicle detection and operate with existing system AP or APCC, DRs, and RP's, as well as existing cabinet components.

907-651.03.4--Limited Warranty. The supplier shall provide a limited five-year warranty on the detection system from the point of the project final acceptance. During the warranty period, technical support shall be available from the supplier via telephone within 24 hours of the time a call is made by a user, and this support shall be available from factory-authorized personnel or factory-authorized installers. During the warranty period, standard updates to the software shall be available from the supplier without charge.

907-651.03.5--Testing and Accuracy Requirements. The Contractor or Supplier shall provide a Wireless Magnetometer Vehicle Detection System that meets the below minimum accuracy requirements for all conditions. Accuracy measurements for the testing shall be done with an appropriate sample size of vehicles, over a specific time period.

The Contractor shall submit to the Engineer the Test plan for Accuracy testing at the location(s) that is site specific to the plans. The test plan shall take into account the roadway type (freeway, arterial), location (urban, rural), and traffic conditions in order to determine appropriate testing length and sample size. The following conditions shall be met for each sensor installed:

1) Measurement Accuracy

The following error levels shall be achievable and demonstrated during testing.

<u>Parameter</u>	<u>Error Percentage</u>
Presence	±1%
Lane Occupancy	±5%
Volume	±8%
Average Speed	±10%
Length Classification limits	±10%

2) Testing

Develop and submit plans for post-installation testing to the Project Engineer for consideration and approval. Ensure the plans test all functional requirements and the accuracy requirements. he testing shall prove that all in-pavement sensors are configured appropriately. The following post installation test procedures shall be utilized after the MDS is installed in it's entirety as shown on the Plans and is integrated with the existing traffic signal control central software. No post-installation testing shall begin until all MDS systems in the project have been configured/calibrated to gather speed, volume, classification, and occupancy, or presence, as dictated by the application and programmed to communicate on the MDOT ITS network. Including the accuracy testing requirement, at a minimum, provide the following on the test plan to be submitted and approved by the Engineer:

- a. Inspect all detection system field components to ensure proper installation and cable termination.
- b. Verify that field construction has been completed as specified in the plans.
- c. Inspect the quality and tightness of ground and surge protector connections.
- d. Check power supply voltage and outputs and ensure device connections are as specified in the Plans.
- e. Verify that the installation of cables and connections between all AP's to CCI cards, and DR's to APCC's are per manufacturer recommendations and as specified in the Plans
- f. Demonstrate that each Wireless In-Pavement Vehicle Detection System is fully operational and gathering the required data types at the specified interval to the central software or controller, as required by the application.

907-651.03.6--Maintenance and Support. The supplier shall maintain a sufficient inventory of parts to provide support and maintenance of the system. These parts shall be available for

delivery within 30 days of receipt of a purchase order by the supplier at the supplier's then current pricing and terms of sale.

The supplier shall maintain an ongoing program for customer support for the system. This support shall be via telephone, email or personnel sent to the installation upon receipt of an purchase order at the suppliers then current pricing and terms of sale for technical support services.

Installation and/or training support shall be provided by a factory authorized representative. All documentation shall be provided in the English language.

907-651.04--Method of Measurement. Magnetometer detection system will be measured as a unit quantity per each system installation. Measurement shall include controller modifications, connectors, wiring, software, epoxy sealant or other materials required for installation, other components for which there is no pay item, and other incidental items necessary to complete the work.

Magnetometer detection system component, of the type specified, will be measured as a unit quantity per each. Measurement shall include any needed modifications, hardware, connectors, wiring, cabling, mounting brackets and other incidental items necessary to complete the work for the component.

Magnetometer detection system component removal and reinstallation will be measured as a unit quantity per each. Measurement shall include all work necessary to completely remove and reinstall an existing component, of the type specified.

907-651.05--Basis of Payment. Magnetometer detection system and magnetometer detection system components, measured as prescribed above, will be paid for at the contract unit price per each installed, which price shall be full compensation for furnishing all materials, for installing, connecting and testing, and for all equipment, labor, tools, and incidentals necessary to complete the work.

Magnetometer detection system component removal and reinstallation, measured as prescribed above, will be measured as a unit quantity per each, which price shall include all work necessary to completely remove and reinstall an existing component, of the type specified. It shall also include any necessary epoxy sealant, controller modifications, connectors, wiring, software programming, and any other incidental items necessary to complete the work.

Payment will be made under:

- 907-651-A: Magnetometer Detection System - per each
- 907-651-B: Magnetometer Detection System Component, _____ - per each
- 907-651-C: Magnetometer Detection System Component Removal and Reinstallation, _____ - per each

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

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

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

President Address

Secretary Address

Treasurer Address

The following is my (our) itemized proposal.

Installing an Intersection Conflict Warning System at Various Locations on US Highway 51 and US Highway 49, known as Federal Aid Project Nos. HSIP-2177-00(012) / 106859301 and HSIP-0008-03(055) / 106859302 in Copiah and Rankin Counties.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
					Roadway Items
0010	202-B070		4	Each	Removal of Sign Including Post & Footing
0020	620-A001		1	Lump Sum	Mobilization
0030	642-A004		3	Each	Solid State Traffic Actuated Controllers, Type 4A
0040	647-A002		4	Each	Pullbox, Type 3
0050	647-A005		15	Each	Pullbox, Type 2
0060	666-B008		4,060	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 12, 5 Conductor
0070	666-B023		135	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 3 Conductor
0080	668-A018		1,325	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"
0090	668-B025		795	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
0100	907-618-A001		1	Lump Sum	Maintenance of Traffic
0110	907-618-B001		2	Square Feet	Additional Construction Signs [\$10.00]
0120	907-639-F001		5	Each	Detector Pole with Foundation, 35' Pole
0130	907-641-A002		3	Each	Signal Stop Bar Radar Detection
0140	907-641-B002		1	Each	Signal Advanced Radar Detection
0150	907-645-B002		7	Each	Advanced Warning Flashing Assembly
0160	907-651-A002		2	Each	Magnetometer Detection System
0170	907-651-B009		2	Each	Magnetometer Detection System Component, Repeater
0180	907-651-B013		65	Each	Magnetometer Detection System Component, Wireless Detection Sensor
0190	907-651-B014		2	Each	Magnetometer Detection System Component, 24-foot Fiberglass Pole
0200	907-651-B016		2	Each	Magnetometer Detection System Component, External Card System
0210	907-651-B017		2	Each	Magnetometer Detection System Component, SPP Digital Radio
0220	907-651-B018		2	Each	Magnetometer Detection System Component, Access Point Controller Card
0230	907-651-B019		2	Each	Magnetometer Detection System Component, , Input/Output Module
0240	907-651-B019		2	Each	Magnetometer Detection System Component, , Isolator Module

CONDITIONS FOR COMBINATION BID

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

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

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

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

SIGNED _____

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

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

(COMPANY)

BY _____

(TITLE)

DATE: _____

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person signing certification)

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

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

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302**,

in **Copiah & Rankin** County(ies), Mississippi, has not either

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

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

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

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

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

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

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

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

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

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

Executed on _____
Signature _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION
(Execute in duplicate)

I, _____,
(Name of person signing certification)

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

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

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302**,

in **Copiah & Rankin** 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 HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302

LOCATED IN THE COUNTY(IES) OF Copiah & Rankin

STATE OF MISSISSIPPI,
COUNTY OF HINDS

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

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

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

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

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

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

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

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

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

Contractor (s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

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

Executive Director

Secretary to the Commission

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

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302

LOCATED IN THE COUNTY(IES) OF: Copiah & Rankin

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, effective as of the contract date shown below, 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.

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.

_____ (Contractors) Principal	_____ Surety
By _____	By _____ (Signature) Attorney in Fact
	Address _____ _____ _____
Title _____ (Contractor's Seal)	_____ (Printed) MS Agent
	_____ (Signature) MS Agent
	Address _____ _____ _____
	_____ (Surety Seal)
	_____ Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____
Surety

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

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

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

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

WHEREAS, the Principal has submitted a bid for **Installing an Intersection Conflict Warning System at Various Locations on US Highway 51 and US Highway 49, known as Federal Aid Project Nos. HSIP-2177-00(012) / 106859301 and HSIP-0008-03(055) / 106859302 in Copiah and Rankin Counties.**

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: **HSIP-2177-00(012) / 106859301 & HSIP-0008-03(055) / 106859302**

County: **Copiah & Rankin**

Letting Date: **October 28, 2014**

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.