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SM No. CHSIP0056010771

# PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

3  
Traffic Signal Replacements on SR 25 from I-55 to SR 475, known as Federal Aid  
Project No. HSIP-0056-01(077) 106860301 & 302 in Hinds and Rankin Counties.  
Project Completion: October 23, 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](http://www.gomdot.com)

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

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

\_\_\_\_\_ All unit prices 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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(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, November 25, 2014, and shortly thereafter publicly opened on the Sixth Floor for:

Traffic Signal Replacements on SR 25 from I-55 to SR 475, known as Federal Aid Project No. HSIP-0056-01(077) 106860301 & 302 in Hinds 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](mailto: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. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 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 7<sup>th</sup> Street, SW  
Washington, DC 20590  
(202) 366-2212

or

| [http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\\_page.htm](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-0056-01(077)  
106860/301000 & 302000  
Hinds & Rankin Counties  
**October 10, 2014**

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

None.

**UTILITY STATUS REPORT**  
HSIP-0056-01(077)  
106860301 & 302  
HINDS AND RANKIN COUNTY(IES)  
September 9, 2014

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

**ENCROACHMENT CERTIFICATION**

HSIP-0056-01(077)

106860301 & 302

HINDS AND RANKIN COUNTY(IES)

September 12, 2014

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



ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR

HSIP-0056-01(077)  
106860-301000 & 302000

*Hinds &* Rankin County  
September 17, 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-0056-01(077)

106860-301000 & 302000

*Hinds* & Rankin County  
September 17, 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.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2818**

**CODE: (SP)**

**DATE: 10/01/2009**

**SUBJECT: Non-Quality Control / Quality Assurance Concrete**

Bidders are advised that the following pay items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of these pay items will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

<u>Pay Item</u>	<u>Description</u>
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

**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/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO NOTICE TO BIDDERS NO. 4103

**DATE:**        **10/09/2014**

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 **and third** paragraphs 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.

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 3<sup>rd</sup> business day after opening of the bids.

Delete subparagraphs (2) & (3) under AWARD on page 7, and substitute the following.

(2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3<sup>rd</sup> business 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 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 subparagraphs (5) & (6) 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.

(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, CAD-725 and CAD-521).



## 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 21<sup>st</sup> 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](http://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 21<sup>st</sup> 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](http://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 10<sup>th</sup> 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](http://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](http://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](http://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. 5249**

**CODE: (SP)**

**DATE: 10/22/2014**

**SUBJECT: Contract Time**

**PROJECT: HSIP-0056-01(077) 106860301 & 302 – Hinds and Rankin Counties**

The calendar date for completion of work to be performed by the Contractor for this project shall be **October 23, 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 **December 9, 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 **135**.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5261**

**CODE: (SP)**

**DATE: 10/27/2014**

**SUBJECT: Lane Closure Restrictions**

**PROJECT: HSIP-0056-01(077) 106860301 & 302 – Hinds and Rankin Counties**

Bidders are hereby advised that lane closure restrictions on the above captioned project shall be as follows:

**Monday through Friday:** -- Lane closures will NOT be allowed between the hours of 6:00 AM to 7:00 PM on Lakeland Drive.

No exceptions to the above restrictions will be allowed unless specifically approved by the Project Engineer.

Also, no lane closures will be permitted on the following holidays or the day preceding them: New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. In the event that one of the above mentioned holidays falls during the weekend or on a Monday, no lane closures will be allowed during that weekend or the Friday immediately preceding that holiday.

If the lane closure restriction listed above is violated, no excuses will be accepted by the Department and the Contractor will be charged a fee of \$500.00 for each full or partial five minute period until the roadway is back in compliance with the lane closure restriction requirement.

For the purposes of this contract, official time shall be the announced time available at the Jackson area telephone number (601) 355-9311.

General Decision Number: MS140238 09/19/2014 MS238

State: Mississippi

Construction Type: Highway

County: Hinds County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number      Publication Date  
 0                              09/19/2014

ELEC0480-010 07/01/2014

	Rates	Fringes
TRAFFIC SIGNALIZATION		
Electrician.....	\$ 23.85	8.15

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 SUMS2010-057 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.73	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.93	0.00
ELECTRICIAN.....	\$ 24.04	5.87
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 12.07	0.00
INSTALLER - SIGN.....	\$ 12.13	0.00
IRONWORKER, REINFORCING.....	\$ 15.47	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading; and Grade Checking.....	\$ 10.32	0.00
LABORER: Flagger.....	\$ 9.69	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.11	0.00
LABORER: Pipelayer.....	\$ 13.44	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.39	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.01	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 9.75	0.00
OPERATOR: Bulldozer.....	\$ 13.87	0.00
OPERATOR: Concrete Saw.....	\$ 14.38	0.00
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 10.25	0.00
OPERATOR: Grader/Blade.....	\$ 14.31	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.90	0.00
OPERATOR: Loader.....	\$ 11.96	0.00
OPERATOR: Mechanic.....	\$ 15.20	0.00
OPERATOR: Milling Machine.....	\$ 14.68	0.00
OPERATOR: Mixer.....	\$ 14.25	0.00
OPERATOR: Oiler.....	\$ 12.13	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.59	0.00
OPERATOR: Roller (All Types)....	\$ 11.53	0.00
OPERATOR: Scraper.....	\$ 12.25	0.00
OPERATOR: Tractor.....	\$ 11.81	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.56	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.00	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.39	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.60	0.00

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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)).

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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.

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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  
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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:

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 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

General Decision Number: MS140244 09/19/2014 MS244

State: Mississippi

Construction Type: Highway

County: Rankin County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number      Publication Date  
 0                              09/19/2014

ELEC0480-010 07/01/2014

	Rates	Fringes
TRAFFIC SIGNALIZATION		
Electrician.....	\$ 23.85	8.15

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 SUMS2010-063 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.47	0.00
CEMENT MASON/CONCRETE FINISHER...\$	14.02	0.00
ELECTRICIAN.....	\$ 24.04	5.87
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 12.04	0.00
INSTALLER - GUARDRAIL.....	\$ 12.07	0.00
INSTALLER - SIGN.....	\$ 11.92	0.00
IRONWORKER, REINFORCING.....	\$ 15.47	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading; and Grade Checking.....	\$ 10.65	0.00
LABORER: Flagger.....	\$ 10.22	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.27	0.00
LABORER: Pipelayer.....	\$ 13.44	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.29	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.36	0.00



OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.57	0.00
OPERATOR: Bulldozer.....	\$ 15.41	0.00
OPERATOR: Concrete Saw.....	\$ 14.38	0.00
OPERATOR: Crane.....	\$ 19.22	0.00
OPERATOR: Distributor.....	\$ 10.95	0.00
OPERATOR: Grader/Blade.....	\$ 14.41	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.90	0.00
OPERATOR: Loader.....	\$ 12.57	0.00
OPERATOR: Mechanic.....	\$ 19.27	0.00
OPERATOR: Milling Machine.....	\$ 14.68	0.00
OPERATOR: Mixer.....	\$ 14.25	0.00
OPERATOR: Oiler.....	\$ 12.35	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.15	0.00
OPERATOR: Roller (All Types)....	\$ 12.64	0.00
OPERATOR: Scraper.....	\$ 12.25	0.00
OPERATOR: Tractor.....	\$ 11.22	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.00	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.98	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 12.56	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.60	0.00

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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)).

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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**

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

**6. Training and Promotion:**

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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



the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

##### b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

\* \* \* \* \*

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

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

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

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

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

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

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

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

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

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

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

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

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

Adams, Amite, Wilkinson ----- 30.4

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

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

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

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

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

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

(06/28/2012)



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

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. 907-104-5**

**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**

<b>Original Contract Amount</b>		<b>Daily Charge Per Calendar Day</b>
<b>From More Than</b>	<b>To and Including</b>	
\$ 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. 907-637-5

CODE: (SP)

DATE: 2/28/2013

SUBJECT: ITS Equipment Cabinets

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

### **SECTION 907-637--ITS EQUIPMENT CABINETS**

**907.637.01--Description.** This Section specifies the minimum requirements for equipment cabinets furnished and installed for Mississippi Intelligent Transportation Projects. The cabinet will provide a protective outdoor housing enclosure in which to install field hardware required for ITS devices. Major elements of the equipment cabinet include the cabinet housing and equipment mounting hardware, interior wiring and termination facilities, power supplies, electrical accessories and field installation. Work also includes making modifications to existing ITS cabinets in accordance with the plans, specials provisions, Notice to Bidders and contract documents.

#### **907-637.02--Materials.**

##### **907-637.02.1--Blank.**

**907-637.02.2--Equipment And Materials.** The Contractor shall furnish Only new equipment and materials as follows.

- 1) Furnish equipment cabinets and integral materials recommended by the manufacturers for outside plant use and the intended application. This requirement includes wiring and electrical materials and configurations (including connector pin-outs) that are wholly or partially related to the field device applications (CCTV, RDS, VDS, etc.).
- 2) Furnish and configure equipment cabinets to be installed at locations as shown in the Plans. Furnish and configure all equipment and materials for each specific location as shown in the Plans.
- 3) Provide electrical system and components with UL-listings.
- 4) Unless otherwise specified, provide wire and cable with stranded copper conductors, 75°/90° Celsius wet/dry rated insulation, and sized for the maximum voltage and current in the circuit.

**907-637.02.3--Components Specified As Rail-Mounted.** Components specified as rail-mounted shall be compliant as follows.



- 1) DIN EN 50022 (NS35) component rails.
- 2) Component rails shall be the perforated type and of sufficient length as to protrude beyond the mounted components for fastening to cabinet panels as specified herein.
- 3) UL 1059.
- 4) UL 486E.
- 5) NEMA ISC-4.
- 6) Alternate Rail configurations may be submitted to the Engineer for consideration and approval.

**907-637.02.4--Terminal Blocks and Component Terminals.** Terminal Blocks and Component Terminals shall meet the following.

- 1) Shall be nickel-plated copper, copper alloy or brass.
- 2) Terminal blocks shall have voltage and current ratings greater than the ratings of the wires that are terminated, be able to terminate wires from #8 AWG to #1/0 AWG wiring and shall be assembled into housing enclosures such that all exposed surfaces are touch-safe. Conductor fastening screws shall be captive. Terminal block housings shall be colored as follows:
  - a. 120 VAC line/hot: black
  - b. 120 VAC neutral: white
  - c. 24 VDC positive: red
  - d. 24 VDC negative: gray
  - e. RS485 communications: orange
  - f. Ground: green or green/yellow

**907-637.02.5--Door Locks.** Door Locks shall meet the following.

- 1) Provide door locks for all cabinet doors, keyed to MDOT standard Corbin No. 15481RS lock keyed to be operated with a traffic industry conventional No. 2 Key, Corbin No. 1R6380 made from heavy-duty blanks.
- 2) Provide two keys with each cabinet.

**907-637.02.6--Labels.** Labels shall be provided with agency name, device name and ID labels on all cabinets. Labels shall meet the following minimum requirements:

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

- 6) Labels shall be installed along the top of the cabinet door (front cabinet door on Type B cabinets), with MDOT ITS label at the top and the device ID labels immediately underneath.

Provide a voltage label on all cabinets or enclosures in accordance with the NEC labeling requirements. Voltage labels shall meet the following minimum requirements:

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

**907-637.02.7--Type A Cabinet.** Type A cabinets shall meet the following.

- 1) All Type A cabinets shall be identical in manufacture and assembly, capable of supporting Radar Detection System units.
- 2) Provide a Type A cabinet intended for outdoor use with a minimum NEMA 3R rating.
- 3) The cabinet enclosure shall be manufactured from 0.125-inch aluminum.
- 4) The cabinet shall provide a minimum of one ventilation louver on at least two sides. Any louver opening greater than 3/16 inch in any dimension shall be screened to prevent insect entry.
- 5) The cabinet shall be intended for strapped pole-mounting; provide all mounting hardware necessary including 1/2-inch stainless steel mounting straps.
- 6) Provide a Type A cabinet enclosure with dimensions of 18 inches (H) by 14 inches (W) by 8 inches (D) with a tolerance of +/- 0.25 inches.
- 7) Cabinet door shall reveal the entire front opening of the cabinet for accessibility. The hinge shall be designed to prevent the door from sagging.
- 8) Include a single-piece 0.125-inch aluminum back panel covering no less than 90% of the cabinet back wall. Back panel shall be affixed to the enclosure with threaded fasteners and shall be removable from the enclosure with hand tools only and without requirement to remove the cabinet door, mounting straps, or any other components other than communications or device wiring.
- 9) The cabinet shall be furnished with doorstops, which retain the doors open in a 90 degree and 120 degree positions.
- 10) Provide on the back panel a grounding lug directly bonded to the back panel capable of terminating #6 AWG wire.

**907-637.02.7.1--RDS Communications Wiring.** RDS communication wiring shall meet the following.

- 1) Component rail physically and electrically fastened to the cabinet back panel.
- 2) Strain relief brackets for the RDS comm. cable(s) and the RDS unit harness cables.

- 3) Parallel-connection single-stage surge suppressors for the four wire RS-485 data signal for the RDS units with integral or separate terminals for a minimum of three RDS comm. Cables.
- 4) Parallel-connection zero-power dissipation surge suppressor for the 12-24VDC power supply for the RDS units with integral or separate terminals for a minimum of three RDS comm. cables and two RDS unit harness cables.
- 5) Connection/jumper wiring between the surge suppressors and the local/remote communications disconnect module(s) shall be of the same conductor size, type, and insulation color as in the RDS comm. cable.

**907-637.02.8--Type B Cabinet.** Type B cabinets shall meet the following.

- 1) All Type B cabinets (except those at solar power locations) shall be uniform in manufacture and assembly, capable of supporting the field equipment as shown on the plans. As a minimum support is required for two RDS units, one Type A or B network switch, one video encoder, one Type A radio/antenna, RDS comm. cable and fiber drop panel terminations, regardless of the devices shown in the Plans at a specific location.
- 2) A complete Type B cabinet shall be an assembly consisting of a cabinet housing and electrical subsystems.
- 3) Provide a Type B cabinet housing that conforms to the standards for a Type 170 336S (approximate exterior dimensions 46 inches (H) x 24 inches (W) x 23 inches (D)), including standard EIA 19-inch rack cabinet cage, as defined in the latest version of the Caltrans Transportation Electrical Equipment Specifications (TEES). The minimum clear vertical inside dimension of the 19-inch rack for equipment mounting shall be 39.5 inches. Standard cabinet accessories for traffic signal operations, such as controller, power distribution assembly, input/output file and termination panels, and the police panel, are not required as part of this cabinet assembly.

**907-637.02.8.1--Hardware.** Hardware shall meet the following.

- 1) Provide all mounting hardware necessary for base or pole mounting as shown on the plans. As a minimum provide three (3) 3/4-inch stainless steel mounting straps for pole mounted cabinets.
- 2) Include hooks, welded to the inside of each cabinet door, for hanging a side-opening, opaque, resealable, heavy-duty plastic documentation pouch with metal or hard-plastic reinforced holes for the door hooks. Provide one pouch with each cabinet.
- 3) Include a rack-mounted cabinet sliding storage drawer in accordance with the following:
  - a. Approximate exterior dimensions 1.75 inches (H) x 16 inches (W) x 14 inches (D).
  - b. Telescoping drawer guides to allow full extension from the rack cage.
  - c. Opening storage compartment lid to access storage space for cabinet documentation and other items.
  - d. Supports a weight of 25 lb when extended.
  - e. Non-slip plastic laminate surface attached to the compartment lid which covers a minimum of 90% of the surface area of the lid.
  - f. Mounted in the rack cage with the bottom surface approximately 9 inches above the bottom of the rack cage.

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

**907-637.02.8.2--Electrical Subsystems.** Provide Type B cabinet electrical subsystems meeting the following requirements (Note: Type B Cabinets at Solar Power Locations are not required to meet Section 637.05.02 requirements):

- 1) Includes an electrical distribution module comprised of the following DIN rail-mounted components:
  - a. Service entrance terminal block with positions for 120VAC line, neutral, and ground and capable of terminating minimally #6 through #8 AWG wire, located at one end of the mounting rail with an approximately 0.75 inch blank spacer module adjacent to the main cabinet breaker.
- 2) Main cabinet automatic overcurrent 15A circuit breaker that is UL-listed and of the mechanical-magnetic type rated for use from -18° C to 50° C minimum.
- 3) Main cabinet surge suppressor for single-phase 120VAC service entrance, parallel wired with a clamp voltage of approximately 280V and capable of a surge current of at least 20,000 amps.
- 4) Main cabinet filter for power line noise and switching transient suppression, integral to, or separate from and wired to, the main cabinet surge suppressor.
- 5) Electrical distribution terminal block for line and neutral conductors parallel wired to the main cabinet surge suppressor but non-filtered, with a minimum terminating capability of six conductors of #10 to #18 AWG. Label the terminal block as "ACCY POWER".
- 6) Electrical distribution terminal block for line and neutral conductors for circuits on the load/equipment side of the power line filter, with a minimum terminating capability of six conductors of #10 to #18 AWG. Label the block as "EQUIP POWER".
- 7) Electrical distribution terminal block for grounding and bonding conductors located on the same rail but separate from the service entrance terminal block and connected to the entrance ground with a #6 AWG green insulated wire. The grounding block shall have a minimum terminating capability of two #6 AWG conductors and ten #10 to #18 AWG conductors.
- 8) Ground fault interrupt duplex receptacle (NEMA 5-15R) with 2.5A circuit breaker connected to the ACCY POWER distribution block. Permanently affixed to the receptacle, provide two red, orange or green/yellow labels with minimum 0.25 inch lettering with the legend "300 WATTS MAX". This receptacle is for technician use only and shall not be used to power equipment.
- 9) Include two duplex non-GFCI equipment power receptacles (NEMA 5-15R) connected to the EQUIP POWER distribution block mounted on the upper rear corner of the cabinet

upper right side panel. Permanently affixed to the receptacle, Provide two red, orange or green/yellow labels with minimum 0.25 inch lettering with the legend "75 WATTS MAX" permanently affixed to the receptacle.

- 10) Interconnection wiring between all electrical distribution module components and the other systems included in or housed in the Type B cabinet.

**907-637.02.8.3--Lighting Subsystem.** Include a cabinet lighting subsystem comprised of the following components:

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

**907-637.02.8.4--RDS Communications Subsystem.** Where RDS are shown in the plans include DIN rail-mounted components that include the following:

- 1) Nominal 24VDC output power supply, capable of user setting between 23 and 28VDC minimum, with minimum 1A output rating and minimum operating temperature range of -25° C to +70° C. Power supply shall provide terminal facilities for a minimum of three sets of #14 AWG conductors (in the RDS comm cable). Maximum size of the power supply shall be 1 inch (W) X 7 inches (H) X 7 inches (D). Connect the power supply to the EQUIP POWER distribution block for 120VAC input.
- 2) Include interconnection wiring between the RDS communications subsystem and the Terminal Server.
- 3) Surge suppressor for the RS485 data signal, wired between the terminal server and the RDS units shall be provided. The surge suppressor shall protect the 4-wire RS485 data signal with hybrid multi-stage suppression components including gas tube and silicon avalanche diode. The surge suppressor shall have a response time no greater than 1 nanosecond. The surge suppressor shall provide terminal facilities for a minimum of four two-pair cables of #22 AWG conductors.

**907-637.02.8.5--CCTV Subsystem.** The requirements listed in Subsection 650.2.12 shall be met by installing the required CCTV support equipment in the Type B Cabinet.

**907-637.02.9--Type C Communication Hub Cabinet.** A complete Type C cabinet shall be an assembly consisting of a cabinet housing, base and electrical subsystems.

The Type C cabinet shall be an AASHTO/ITE/NEMA ITS Cabinet Standard specification Cabinet Housing #3 with two Cages #1. It shall be equiped with four (4) side mounting panels in the rack cabinet cages. The side mounting panels shall mount from inside the rack cabinet cage only. The side panels shall be fabricated from 5052 sheet aluminum alloy with a minimum

thickness of 0.125-in with minimum dimensions of 50 inches (H) x 21 inches (W). Standard cabinet accessories for traffic signal operations, such as controller, power distribution assembly, input/output file and termination panels, and the police panel, are not required as part of this cabinet assembly.

A minimum of four (4) wiring pass-through holes shall be provided on the inside mounting panels to permit patch cords to pass between the two cabinet sides. Each pass-through hole shall be five (5) inches in diameter and shall be fully grommetted for patch cord protection, with the holes positioned with two (2) in the cabinet front and two (2) in the cabinet rear and aligning horizontally between the two side panels.

**907-637.02.9.1--Hardware.** The hardware shall consist of a minimum of 16 plastic-coated or rubber-coated J-hooks or D-rings, minimum 1-inch depth and height, on the inside rails of the rack cabinet cages, to organize patch cords passing between the two cabinet sides. The J-hooks shall be installed in horizontally-aligned pairs on the inside rails, with four (4) pairs in the cabinet front and four (4) pairs in the cabinet rear.

Hooks shall be welded to the inside of the two front cabinet doors for hanging the plastic documentation pouch. Two plastic documentation pouches shall be provided to store the cabinet and equipment documentation. Pouches shall be side-opening, resealable, opaque, and of a heavy-duty plastic material. Pouches shall have metal or hard-plastic reinforced holes for hanging from hooks included on the cabinet door. The pouches shall be of the size and strength to easily hold all wiring diagrams, equipment documentation, maintenance logbooks, etc.

Two sliding drawers shall be installed that are aluminum storage compartments mounted in the rack assembly with the approximate following dimensions: 1.75 inches (H) x 16 inches (W) x 14 inches (D). The compartments shall have telescoping drawer guides to allow full extension from the rack assembly. When extended, the storage compartments shall open to provide storage space for cabinet documentation and other miscellaneous items. Storage compartment shall be of adequate construction to support a weight of 25 pounds when extended. The tops of the storage compartments shall have a non-slip plastic laminate attached which covers a minimum of 90% of the surface area of the top.

**907-637.02.9.2--Electrical Systems.** Type C cabinet electrical subsystems shall include an electrical distribution module comprised of the following components:

1. Service entrance terminal block with positions for 120VAC line, neutral, and ground and capable of terminating minimally #6 through #8 AWG wire, located at one end of the mounting rail with an approximately 0.75-inch blank spacer module adjacent to the main cabinet breaker.
2. Main cabinet automatic overcurrent minimum 30A circuit breaker that is UL-489 and CSA 22.2 approved and plainly marked with trip, frame sizes and ampere rating. All circuit breakers shall be quick-make, quick-break on either automatic or manual operation. Contacts shall be silver alloy and enclosed in an arc-quenching chamber. Overload tripping shall not be influenced by an ambient air temperature range from -18°C to 50°C. Minimum interrupting capacity shall be 5,000 amperes RMS.

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

Interconnection wiring shall be installed between all electrical distribution module components and the other systems included in or housed in the Type C cabinet.

Rack mounted power strip outlets shall be connected to the EQUIP POWER distribution block, mounted near the top of the cabinet. The power strip shall incorporate eight (8) NEMA 5-15R receptacles. The power strip receptacle shall face the back of the cabinet and shall be recessed within the cabinet rack to provide a minimum spacing of thress (3) inches between the outlet's face and the cabinet door when the door is closed.

Door open switches shall be provided on four doors and configure the switches so that any single door opening will provide a circuit closure. The assembly of switches shall be wired to a single two-position terminal block, with normally open circuit that closes upon a door opening.

Two cabinet ventilation fans shall be connected to the ACCY POWER distribution block, with a minimum capacity of 200 cubic feet of free air delivery per minute. The fan thermostat shall be set at its lowest limit or 70°F, which ever is greater.

Each of the four cabinet doors shall have an intake and filter as specified in Subsection 6.2.7.1 of the AASHTO/ITE/NEMA ITS Cabinet Standard specification.

**907-637.02.9.3--Lighting Subsystem.** The lighting subsystem shall be four (4) fluorescent lighting fixtures mounted inside the top portions of each cabinet side. A cool white lamp, covered and operated by a normal power factor UL listed ballast shall be included with the fixture. A RC network noise suppression filter shall be installed in the light circuit. Door actuated switches shall be installed in the front and rear of each cabinet side, configured to turn on all cabinet lights when any door is opened. The lighting fixtures shall be powered from the ACCY POWER distribution block.

**907-637.03--Construction Requirements.**

**907-637.03.1--General.** This work shall meet the following general requirements.

- 1) Install and configure cabinets as shown in the Plans and according to manufacturers recommendations, including installations and dimensions given for pole-mounting in relationship to the surrounding grade.
- 2) Bond all cabinets to the pole grounding lug with minimum #6 AWG stranded copper bare or green-insulated cabinet grounding wire. Alternately on existing poles only, bond the cabinet grounding wire to an existing pole grounding wire with a cast brass or copper alloy threaded compression connector within 4 inches of the existing pole grounding lug.
- 3) Do not install electrical service or electronic devices in the cabinet or connect to the cabinet until ground testing for the pole or structure has been successfully completed and accepted, and the cabinet ground connection has been installed.
- 4) Provide a cabinet wiring and interface diagram to be included in the required hanging, side-opening, able to be resealed opaque, heavy-duty plastic documentation pouch.

**907-637.03.2--Type B and C.** Type B and C cabinets shall meet the following.

- 1) Install and configure equipment in the Type B and C cabinets in accordance with the requirements for that equipment, including RDS units, CCTV, Type A and B network switches, video encoders, Type A radio/antennas, RDS comm. cables and/or fiber distribution or drop panels.
- 2) Do not install electronic devices in the cabinet until electrical service has been installed and activated, and the cabinet ventilation fan is operational.
- 3) Install network switches and video encoders in the top most area of the cabinet rack. Use the equipment receptacles for power.
- 4) Install supporting equipment/electronics for CCTV on the lower area of the cabinet upper left side panel. Ensure there is no physical or access conflict with the network switch and video encoder. Use the EQUIP POWER distribution block for the power source.
- 5) Install fiber drop panels in a vertical configuration on the lower rear edge of the cabinet upper right side panel.

**907-637.03.3--Testing.** The Contractor shall conduct a Project Testing Program 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 ITS Engineer, Project Engineer and/or their designee(s) are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The ITS Engineer, Project Engineer and/or their designee(s) reserve the right to attend and observe all tests. The Contractor is required to perform the Conditional Acceptance test with the MDOT ITS Engineer or his designee present.

- 1) The Contractor shall conduct a project testing program for all equipment cabinets. The project testing program shall include but is not limited to the specific requirements in this subsection.
- 2) All test results shall confirm physical and performance compliance with this Special Provision.
- 3) Submit all test results documentation to the Engineer within 7 days of completion of the tests. The Engineer will review test documentation.

**907-637.03.3.1--Standalone Acceptance Test (SAT).** SAT tests shall be as follows.

- 1) Perform a SAT on all equipment cabinets on this project after field installation is complete, including but not limited to all field devices (RDS, CCTV, communications electronics, etc.) to be installed in or connected to that given cabinet.
- 2) A SAT for a given equipment cabinet shall only be performed in conjunction with the SAT for all devices installed in or connected to that given cabinet.
- 3) Visual inspection of installation.
- 4) Inspection of cabinet documentation.
- 5) Functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, and lights and door switches.
- 6) Measurement of DC power supply operating under full load.

**907-637.04--Method of Measurement.** Equipment Cabinet of the type specified will be measured per each. . Such measurement shall be inclusive of furnishing and installing the equipment cabinet and all related material and equipment specified in the Plans and this Special Provision, and all labor, system integration, testing, system documentation and miscellaneous materials necessary for a complete and accepted installation. It shall also include but is not limited to the cabinet and all interior materials, mounting hardware foundations, external conduit entrances including conduit bodies and nipples, electrical service and pole grounding terminations.

ITS Equipment Cabinet modifications, complete in place, tested, and accepted, will be measured per each installation. Such measurement shall be inclusive of all materials, mounting hardware, fiber splicing identified in the notice to bidders for each cabinet being modified.

**907-637.05--Basis of Payment.** Equipment Cabinet and Equipment Cabinet Modifications, measured as prescribed above, will be paid for at the contract unit price per each, which shall be full compensation for the labor, tools, materials, equipment and incidentals necessary to complete the work.

Progress payments for Equipment Cabinets will be paid in accordance with the following:

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

Payment will be made under:

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-639-4**

**CODE: (SP)**

**DATE: 04/10/2009**

**SUBJECT: Traffic Signal Equipment Poles**

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

**907-639.02--Materials.**

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

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

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

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

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

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

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

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

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

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

casings shall revert to the Contractor for disposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

\* Additional information may be indicated

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-650-8

CODE: (SP)

DATE: 03/06/2013

SUBJECT: On-Street Video Equipment

Section 650, On-Street Video Equipment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted and replaced as follows.

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

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

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

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

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

- 1) CCTV PTZ Dome Cameras shall be placed at fixed locations as shown on the Plans to provide full coverage within the project limits including mainline travel lanes and shoulders.
- 2) CCTV Fixed Cameras shall be placed at fixed locations as shown on the Plans to provide coverage of the mainline travel lanes. The cameras shall be provided with a varifocal lens which shall be adjusted by the Contractor for the desired view of the mainline. At major intersections additional fixed cameras shall be adjusted to the desired view of the surface streets. The Contractor shall record the adjusted views for five minutes and submit to the MDOT ITS Engineer or his designee for approval and the MDOT Project Engineer. This recording shall be in a format playable with Windows Media Player or pre approved by MDOT ITS Engineer.
- 3) The CCTV Camera System components shall be compatible with each other and be of rugged design and suitable for reliable operation when mounted in the configuration as specified in this Special Provision and the Plans.
- 4) The Dome PTZ and the Fixed cameras shall be either Analog or Ethernet IP-based as indicated in either project plan sheets or Notice to Bidders or should be assumed analog if description isn't provided.

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

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

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

- 8) Sensitivity: The camera shall maintain usable video under both day and nighttime lighting conditions.
- 9) Video output synchronization shall be 2 to 1 interlace and will observe the NTSC (color) and EIA RS-170 (black and white) standards.
- 10) Resolution: 470 lines horizontal and 350 TV lines vertical, NTSC equivalent.
- 11) Signal-to-noise ratio: 48 dB, minimum with AGC off, un-weighted, and 4.5MHz filter.
- 12) Video Signal Format: National Television Standards Committee (NTSC) composite video output of 1 Volt<sub>p-p</sub> at 75 ohms, unbalanced.

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

- 1) Power over Ethernet or 24 VAC Power Input.
- 2) Open Architecture.
- 3) Shall utilize **H.264** (Video Coding Experts Group (VCEG)/Moving Picture Experts Group) Video Compression Technology types as directed by the Intelligent Transportation Systems Program Manager
- 4) Shall be capable of 2 simultaneous H.264 video streams.
  - a. The primary stream shall provide 720p at 30 fps and the ability to be reduced to D1 resolution at 30 fps.
  - b. The secondary stream shall provide a minimum CIF resolution 30fps.
- 5) Shall be capable to take video snapshots in JPEG format and transfer image via FTP.
- 6) IP encoded streams and Video Compression Technology shall be compatible with the existing video streaming servers and decoders for the www.mdottraffic.com WEB site or as approved by the Intelligent Transportation Systems Program Manager.
- 7) Internet Protocols: TCP, UDP (Unicast, Multicast IGMP V2), UPnP, DNS, DHCP, RTP, NTP
- 8) Support Real Time Streaming Protocol (RTSP)
- 9) Multilevel Password Protection.
- 10) EDR (Extended Dynamic Range).
- 11) C/CS Lens Mount.
- 12) Backlight Compensation.
- 13) Low Profile Top/Bottom Mount.
- 14) BNC Service Connector. Tap shall be installed inside cabinet.

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

- 1) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 2) Optical and Digital Zoom:
  - a. Shall provide an optical zoom of 35X for analog dome cameras.
  - b. Shall provide a minimum optical zoom of 18X and a minimum digital zoom of 6X for IP dome cameras.
- 3) Zoom Control: The zoom magnification shall be fully controllable via the remote PTZ mechanism. The time to pass through the full range of movement of Iris, Zoom and Focus shall in no case exceed 10 seconds.



- 4) Iris and Focus: Support automatic iris and focus control with manual override capability. The iris shall be in a closed position when there is no power.
- 5) White or Color Balance: Support automatic or set to yield optical results under various outdoor lighting conditions.
- 6) Shutter Speed: Support automatic or set to yield optimal results under low lighting conditions without blooming or smearing, auto-iris on. Provide electronic shutter that is selectable in steps.
- 7) The lens shall be equipped for continuous remote control of zoom, focus and iris.
- 8) Mechanical or electrical means shall be provided to protect motors from overrunning in extreme positions.
- 9) The zoom lens shall be an integrated camera/lens combination.
- 10) Vibration or ambient temperature changes shall not affect the automatic iris function, focus mechanism and zoom mechanism.
- 11) The lens shall be optically clear, impact resistant and acrylic. The acrylic lens shall not yellow and shall not introduce appreciable light loss or geometric distortion over a 10-year service life when exposed to the environment.
- 12) The zoom mechanism shall be designed for maintenance-free operations. All gearing and bearings shall be self-lubricating with lubrication and gearing tolerances compatible with the environmental specifications contained herein.

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

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

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

- 1) Sealed, pressurized dome enclosure that provides complete protection for the camera and lens assembly from moisture and airborne contaminants.
- 2) Environmental resistant and tamper proof meeting NEMA 4X or IP-67 rating requirements.
- 3) The dome enclosure shall be constructed in such a way that unrestricted camera views can be obtained at all camera and lens positions.

- 4) Dome environmental control shall be provided by nitrogen pressurization with a Schrader Valve for pressurization and purging. The enclosure shall be designed to be pressurized to the manufactures recommended level .with dry nitrogen. The notation “CAUTION – PRESSURIZED” shall be printed on the rear plate of the enclosure and shall be clearly visible and readable.
- 5) An alarm shall be displayed under low-pressure conditions and displayed on the camera video. The low-pressure alarm shall be on/off selectable by the operator at the TMC.
- 6) The dome enclosure shall consist of a two-piece (upper and lower half) dome.
- 7) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture entry. A sealed connector shall be at the top of the dome.
- 8) The dome enclosure shall assist in preventing lens fogging and effectively reduce internal temperatures.
- 9) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 10) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 11) The camera equipment inside the dome enclosure shall meet all its specified requirements when operating under the following conditions:
  - a. Ambient Temperatures: -34°C to +74°C (-30°F to +122°F). A heater/blower shall be used to maintain internal dome temperatures within the manufacturer required operating temperatures for their equipment.
  - b. Relative Humidity: 5% and 95%, non-condensing.
- 12) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.
- 13) At a minimum, dome enclosures shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor. For projects that are in areas with higher wind standards, the higher standard is required.

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

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

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

- 1) The camera control receiver shall provide a single point interface for control, power and video communications.
- 2) The camera control receiver-driver shall be included within the dome enclosure and control the camera, pan/tilt and lens functions at each CCTV site.
- 3) The unit shall provide alphanumeric generation for on-screen titles.
- 4) The unit shall provide the ability to display diagnostic information on the screen in response to user commands.
- 5) The diagnostic information shall include current pan, tilt, zoom and focus positions, and error codes for power, communication, position and memory problems.
- 6) The capability for programmed tours shall be provided.
- 7) The camera control receiver shall use non-volatile memory to store the required information for presets, camera ID and sector text.
- 8) Presets shall meet the following requirements:
  - a. A minimum of 64 presets shall be supported. Each preset shall consist of pan, tilt, zoom and focus positions.
  - b. The Contractor shall develop and install ten (10) presets for each camera. The Contractor shall submit the preset locations to the MDOT ITS Engineer for review and approval.
- 9) Protocols: CCTV cameras shall support at a minimum the Pelco D and the NTCIP 1205 v1.08 communication protocol. No camera control receiver-driver shall use non-published protocols. The Contractor shall provide protocol documentation.
- 10) Communications Interface: The communications interface shall support communications compliant with RS-422 and/or 485 (user selectable).
- 11) The communications interface shall be compatible with the Video Encoder serial port as defined in Section 907-662 of these Specifications.
- 12) Standard interface connectors shall be provided.
- 13) The video input and output connections shall be the BNC type.
- 14) Connector(s) shall also be used for connecting the control outputs from the control receiver-driver unit to the camera, lens and pan/tilt mechanisms.

**907-650.02.9--Fixed Camera Lens.** The fixed camera lens shall meet the following minimum requirements.

- |                              |                     |
|------------------------------|---------------------|
| 1) Type:                     | Varifocal           |
| 2) Format Size:              | 1/3 Inch            |
| 3) Mount Type:               | CS                  |
| 4) Focal Length:             | 5-50                |
| 5) Zoom Ratio:               | 1.4 -360            |
| 6) Relative Aperture (F):    | 1.6-360             |
| 7) Iris:                     | Auto (Direct Drive) |
| 8) Focus:                    | Manual              |
| 9) Zoom:                     | Manual              |
| 10) Minimum Object Distance: | 0.5 m               |

- 11) Back Focal Length: 10.05 mm
- 12) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 13) Shall provide a varifocal zoom of 5-50 mm.
- 14) Iris: Support automatic iris control with manual override capability. The iris shall be in a closed position when there is no power.
- 15) White or Color Balance: Support automatic or set to yield optical results under various outdoor lighting conditions.
- 16) Shutter Speed: Support automatic or set to yield optimal results under low lighting conditions without blooming or smearing, auto-iris on. Provide electronic shutter that is selectable in steps.
- 17) Vibration or ambient temperature change shall not affect the automatic iris function, focus mechanism or zoom mechanism.
- 18) The lens shall be optically clear, impact resistant and acrylic. The acrylic lens shall not yellow and shall not introduce appreciable light loss or geometric distortion over a 10-year service life when exposed to the environment.

**907-650.02.10--Fixed Camera Enclosure.** The fixed camera lens shall meet the following minimum requirements.

- 1) Designed for Outdoor Applications
- 2) Maintenance access for servicing
- 3) Environmental resistant and tamper proof meeting NEMA 4X or IP-66 rating requirements.
- 4) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture
- 5) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 6) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 7) The camera equipment inside the enclosure shall meet all its specified requirements when operating under the following conditions:
  - a. Ambient Temperatures: -10°C to +50°C (14°F to +122°F). A heater/blower shall be used to maintain internal temperatures within the manufacturer required operating temperatures for their equipment.
  - b. Relative Humidity: 5% and 95%, non-condensing.
- 8) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.
- 9) The enclosure shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor. For projects that are in areas with higher wind standards, the higher standard is required.

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

- 1) The CCTV Camera System shall be furnished with any and all equipment required for a fully functional system, including all appropriate power and communications cables as defined by the manufacturer.

- 2) The power cables shall be sized to meet the applicable National Electrical Code (NEC) requirements.
- 3) Total power consumption shall not exceed 125 watts.
- 4) All devices supplied as system components shall accept, as a primary power source, 120 volts of alternating current (VAC) at an input of 60 hertz. Any device that requires source input other than 120 VAC at 60 hertz, such as cameras, PTUs, receiver/drives and dome heaters/blowers that operate at 24 volts or other, shall be furnished with the appropriate means of conversion.
- 5) IP fixed cameras shall receive Power over Ethernet (POE) with appropriate cabling.

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

- 1) The coaxial cable from the CCTV Camera System to the equipment cabinet shall be Belden 8281 or approved equivalent.
- 2) RG 59/U, 20AWG, bare copper conductor, polyethylene insulation.
- 3) 98% tinned copper, double braid shield, black polyethylene jacket.
- 4) Characteristic Impedance: 75 ohms ( $\Omega$ ), nominal.
- 5) Capacitance (conductor to shield): 21pF/ft; Inductance: 0.131uH/ft, nominal.

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

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

- c. Life Expectancy: Capable of surviving at a minimum of 25 occurrences at 2000-amperes
- 7) CCTV power surge protectors for power from equipment cabinet power distribution to the CCTV Camera System shall meet/provide the following functionality:
  - a. Frequency: DC to 10MHz
  - b. Clamping Voltage: < 30VAC (rms) or 42VDC
  - c. Insertion Loss: < 0.2dB
  - d. Input/Output Impedance: 75 ohms, typical
  - e. Peak Surge Current: 3000-amperes
  - f. Response Time: 1 nanosecond or less
- 8) Surge protection for the IP Fixed cameras shall include provisioning for the Power over ETHERNET (POE) cabling and voltages.

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

- 1) The Contractor shall provide the MDOT with a written inventory of items received and the condition in which they were received. Inventory shall be inclusive of make, model, and serial numbers, MAC address, and installation GPS coordinates. All equipment shall be installed according to the manufacturer's recommendations or as directed by the MDOT.
- 2) Materials and associated accessories/adapters shall not be applied contrary to the manufacturer's recommendations and standard practices.
- 3) Shall include all materials needed to permanently mount the CCTV camera to the support structure as indicated in the plans.
- 4) Furnish and install power, video, and data cables, and any and all ancillary equipment required to provide a complete and fully operational CCTV system site.
- 5) Verify all wiring meets NEC requirements where applicable.
- 6) All above requirements apply to both new CCTV sites as well as sites where an existing CCTV is being replaced under the contract.
- 7) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new CCTV installed by the Contractor shall be the responsibility of the Contractor.

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

- 1) The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Program. The Project Engineer, ITS Engineer, and/or their designee(s) are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The ITS Engineer, Project Engineer and/or their designee(s) reserve the right to attend and observe all tests. The Contractor is required to perform the final project acceptance test with the MDOT ITS Engineer or his designee present.
- 2) 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 definitively in full compliance with all project requirements. Test procedures shall cross-reference to these Technical Specifications or the Project Plans. Test procedures shall contain documentation regarding the equipment configurations and programming.
- 3) No testing shall be scheduled until approval of all project submittals and approval of the test procedures for the given test.
  - 4) The Contractor shall provide all ancillary equipment and materials as required in the approved test procedures.
  - 5) 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.
  - 6) 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.
  - 7) All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Program Manager or his designee.
  - 8) 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.
  - 9) 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.
  - 10) 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.

**907-662.03.2--Warranty.** Minimum warranty requirements are as follows:

- 1) All warranties and guarantees shall be assigned to the Mississippi Department of Transportation.
- 2) The warranty shall be a **minimum of one (1) year warranty** per CCTV and all other installed and/or attached appurtenances.
- 3) The one year warranty period begins upon final acceptance of the video subsystem.

- 4) During the warranty period, the Contractor 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 manufacturer's factory or authorized warranty site.
- 5) Products repaired or replaced under warranty by the manufacturer shall be returned prepaid by the manufacturer.
- 6) During the warranty period, technical support shall be available from the Contractor via telephone within **four (4) hours** of the time a call is made by the Department, and this support shall be available from factory certified personnel.
- 7) During the warranty period, **updates and corrections to hardware**, software and firmware shall be made available to the Department by the Contractor at no additional cost.

**907-662.03.3--MDOT Employee Training.** Minimum Training requirements are as follows:

- 1) The Contractor shall provide a camera system training plan that includes a schedule, documentation to be provided, identified trainer, and location at a minimum to MDOT Project Manager. The camera system training plan must be accepted by the MDOT Project Manager and ITS Engineer and training must be completed before burn in period may start.
- 2) The training shall be approved two (2) weeks ahead of the scheduled date.
- 3) For provided devices that MDOT already has the same make and model existing in the system:
  1. One (1) day of on site device operation, maintenance, and configuration training for up to 10 individuals.
  2. One (1) day of on site system training at TMC for up to 10 people, that is separate from above training and specifically for software control of integrated devices.
- 4) For provided devices that MDOT does not have the same make and model existing in the system:
  1. Three (3) days of on site device operation, maintenance, and configuration training for up to 10 individuals.
  2. Three (3) days of on site system training at TMC for up to 10 people, that is separate from above training and specifically for software control of integrated devices.

**907-650.04--Method of Measurement.** On-Street Video Equipment will be measured per each camera installation. Such measurement shall be inclusive of camera unit, housing, pan/tilt drive, receiver/driver, software driver, mounting hardware and any enclosures necessary. It shall also include any items necessary to mount the camera unit from a mast arm pole, steel strain pole, pole extension pipe, etc. Required cabinet facilities, including transformer and/or disconnects, will not be measured for separate payment.

**907-650.05--Basis of Payment.** On-Street Video Equipment, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials, for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor and incidentals necessary to complete the work.



Progress payments for the On-Street Video System will be paid as follows:

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

Payment will be made under:

907-650-A: On-Street Video Equipment Type \_\_\_\_\_ - per each

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-658-7

CODE: (SP)

DATE: 03/12/2013

SUBJECT: Networking Equipment

Section 907-658, Network Switch, is hereby added to and becomes part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## **SECTION 907-658 -- NETWORKING EQUIPMENT**

**907-658.01--Description.** This section specifies the minimum requirements for network switches furnished and installed. Type A, Type B, and Type D shall be hardened. These switches support Intelligent Transportation Elements deployed on arterial streets and the highway system. Elements include but are not limited to traffic signals, dynamic message signs, surveillance cameras, and vehicle detection systems. Type C switches will support the Intelligent Transportation System and be installed in the Traffic Management Center and Communications Huts which are environmentally controlled. Type C switches are not required to be hardened. This Section also specifies the minimum requirements for Terminal Servers and Category 6 cable furnished and installed on this project. The Terminal Servers shall be hardened. The work shall consist of providing all labor, materials, equipment and incidentals necessary to furnish, install and test Terminal Servers. The Terminal Server device, also commonly referred to as a Port Server device, will be used to communicate bi directionally between IP-based Ethernet network systems and existing field devices that communicate or are controlled via a full-duplex serial interface. The Category 6 cable will be installed in conduit between elements that are within 300 feet of each other to eliminate the need for two hardened switches.

**907-658.02--Materials.** Network Switches Type A, Type B, Type C, Type D, Terminal Servers and associated cabling will be placed in the field device cabinets and shall meet the following requirements:

**907-658.02.1--Network Switch Requirements.** The Type A, Type B, Type C, and Type D Network switches shall adhere to the following minimum requirements.

- 1) Field switch optical ports shall meet the following:
  - a. The minimum optical budget between transmit and received ports shall be 19dB.
  - b. Shall include LC connector types.
  - c. Optical receiver maximum input power level shall not be exceeded.
  - d. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.

- e. The Contractor shall be required to measure the optical power on each optical port to ensure that power entering the receiver is within the acceptable power budget of the optical port.
- f. Optical interface equipment shall operate at 1310 nm.
- 2) Operate from 100 VAC to 200 VAC.
- 3) The field switches shall operate between -34 to +74 degree Celsius, including power supply.
- 4) The field switches shall operate from 10% to 90% non-condensing humidity.
- 5) Meet the IEEE 802.3 (10Mbps Ethernet) standard.
- 6) Meet the IEEE 802.3u (Fast Ethernet 100 Mbps) standard.
- 7) Meet the IEEE 802.3x (Full Duplex with Flow Control) standard.
- 8) Meet the IEEE 802.1p (Priority Queuing) standard.
- 9) Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLAN's.
- 10) Meet the IEEE 802.1w (Rapid Spanning Tree Protocol) standard.
- 11) Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports.
- 12) The field switches shall meet IEEE 802.3D (Spanning Tree Protocol) standard.
- 13) Capable of mirroring any port to any other port within the switch.
- 14) Password manageable through:
  - a. SNMP
  - b. Telnet/CLI
  - c. HTTP (Embedded Web Server) with Secure Sockets Layer (SSL)
- 15) Full implementation of SNMPv1 and SNMPv2c.
- 16) Full implementation of GVRP (Generic VLAN Registration Protocol).
- 17) Full implementation of IGMP and IGMP snooping.
- 18) Minimum MTBF of 100,000 hrs using Bellcore TS-332 standard.
- 19) Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.
- 20) UL approved.
- 21) The field switch shall provide status indicators as follows: 1) power on an off, 2) network status per port (transmit, receive, link, speed), and 3) status indicators shall be LED.
- 22) Unused ports (copper and optical) shall be covered with rubber or plastic dust caps/cover.

**907-658.02.2--Type A Network Switch.** Type A network switches shall adhere to the following minimum requirements.

- 1) Minimum of six 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 2) Minimum of two 1000 Base Long Reach optical ports.
- 3) Full implementation of RMON I and RMON II.
- 4) Rack, shelf or DIN Rail mountable. If shelf mounted, the Contractor must furnish and install a shelf if shelf space is not available in the facility. Any shelf used shall be ventilated as per the Network Switch manufacturer recommendation.
- 5) All power transformers provided shall be "fastening mechanism" type. No plug-in types shall be permitted. All corded transformers shall be mountable with the ability to neatly secure power cords.

**907-658.02.3--Type B Network Switch.** Type B network switches shall adhere to the following minimum requirements.

- 1) Minimum of twelve 10/100 Base-TX ports. Each port shall connect via RJ-45 connector.
- 2) Minimum of one 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 3) Full implementation of RMON I and RMON II.
- 4) Minimum of two 1000 Base Long Reach optical ports.
- 5) Rack, shelf or DIN Rail mountable. If shelf mounted, the Contractor must furnish and install a shelf if shelf space is not available in the facility. Any shelf used shall be ventilated as per the Network Switch manufacturer recommendation.
- 6) All power transformers provided shall be "fastening mechanism" type. No plug-in types shall be permitted. All corded transformers shall be mountable with the ability to neatly secure power cords.

**907-658.02.4--Type C Network Switch Requirements.** The Type C Network Switch will be installed in the Communication Hubs and shall meet the following requirements:

- 1) Each switch shall be populated with the following modules:
  - a. Two redundant switch fabric modules that meet the following minimum requirements:
    - i. Layer 2/3/4 switching and routing services
    - ii. 64Gbps/48Mpps module Bandwidth
    - iii. Min of 2-GE uplinks available per card. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Comm Node notice to bidders for each uplink
  - b. In one (or more) SFP-based module(s): a minimum of 48 ports of 1000Base-X (SFP-based) compatible. The Contractor shall provide whichever is greater between a min number of SFP optic modules to interface to the fiber as indicated in the plans and NTBs, or a min of 14 and shall meet the following minimum requirements:
    - i. Optical budget of 19dB
    - ii. Hot-swappable
    - iii. Same optical wavelength as Type A & B switches
    - iv. Same optical transmitter power as Type A & B switches
  - c. In one (or more) modules: 24 Ethernet 10/100/1000 ports
- 2) Optical receiver maximum input power level shall not be exceeded.
- 3) Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 4) 19" rack mountable.
- 5) Operate from 5 to 40 degree Celsius.
- 6) NEBS Level 3 compliant.
- 7) Operate from 5 to 80 non-condensing humidity
- 8) Designed as a chassis with easy to remove modules.
- 9) Chassis backplane shall be passive.

- 10) All modules shall be hot-swappable.
- 11) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 12) Meet the IEEE 802.1x (authentication) standard.
- 13) Meet the requirements of :
  - a. IEEE 802.3z
  - b. IEEE 802.3ah
  - c. GR-20-CORE: Generic requirements for Optical Fiber and Optical Fiber Cable
  - d. GR-326-CORE: Generic Requirements for Singlemode
- 14) Full implementation of RIP protocol as outlined by RFCs: 1058, 1723, 1812
- 15) Full implementation of OSPF protocol as outlined by RFCs: 2178, 1583, 1587, 1745, 1765, 1850, 2154, 2328, 1850, 1997, 2385, 2439, 2842, 2918, 2370.
- 16) Capable of mirroring any port to any other port within the switch.
- 17) Password manageable through:
  - a. SSHv2 (Secure Shell)
- 18) Full implementation of GMRP (Generic Multicast Registration Protocol).
- 19) Full implementation of IGMPv2.
- 20) Full implementation of PIM-SM and PIM-DM.
- 21) Full implementation of DVMRPv3.
- 22) Full implementation of VRRP.
- 23) Comply with FCC 47 CRF Part 15 Class A emissions.
- 24) Bandwidth flow rate limiting policing support per port.
- 25) Full security implementation of
  - a. Support SSH2, 802.1x (rel 2)
  - b. Access Control Lists (ACL's)
  - c. RADIUS
  - d. TACACS
- 26) Have redundant power supplies installed.
- 27) The power supply units shall be hot swappable.
- 28) Switch chassis shall have a minimum of 6 module slots.
- 29) Blank covers for all remaining slots.

**907-658.02.5--Type D Network Switch Requirements.** The Type D Network Switch shall be of chassis design. The switch shall be able to accept a minimum of 4 different type modular cards and have Layer 2 switch and Layer 3 routing capabilities. The Type D Network Switch shall meet the minimum requirements specified below:

- 1) The switch shall be chassis designed with a minimum of 4 module slots.
- 2) Each switch shall be able to accept the following type modules:
  - a. Ethernet module:
    - i. A minimum number of six (6) 10/100Base-TX compatible RJ45 ports.
    - ii. The Contractor shall provide the minimum number of modules necessary to meet or exceed the required number of ports as indicated in the plans and NTBs.
    - iii. Total required bandwidth shall per chassis shall not exceed 10 Gbps
  - b. Fiber based modules:
    - i. The module shall accept SFP type fiber modules

- ii. The Contractor shall supply any necessary fiber modules that meet the requirements of speed, type of fiber, and link budget connection.
- iii. The Contractor shall provide the minimum number of modules necessary to meet or exceed the required number of ports as indicated in the plans and NTB
- c. WAN module:
  - i. T1, DS3 or Metro Ethernet Interface (as per NTB or project plans)
    - 1. The Interface shall be T1, DS3 or Metro Ethernet
    - 2. The ports shall connect via RJ45 connector.
  - ii. Cellular Interface
    - 1. Contractor shall provide information to the Project Engineer to enable activation of the modem.
    - 2. Contractor shall get prior approval from the Projcet Engineer on selection of cellular radio type (HSPA/EVDO)
- d. Power Supply module:
  - i. The power module provided shall be “screw terminal block” type. No pluggable terminal block.
  - ii. Input power: Same as Type A and Type B switches.
  - iii. Power module shall be hot-swappable.
  - iv. The Contractor shall supply the necessary amount of power supplies to meet power requirements for all cards installed and the chassis itself
- 3) Software license shall provided to match functionality of installed modules.
- 4) Shall be DIN or Panel mountable.
- 5) The swich shall provide layer 2 and 3 switching and routing services
- 6) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 7) Meet the IEEE 802.1x (authentication) standard.
- 8) Password manageable through:
  - a. SSHv2 (Secure Shell)
- 9) Full implementation of VRRP.
- 10) Comply with FCC 47 CRF Part 15 Class A emissions.
- 11) Bandwidth flow rate limiting policing support per port.
- 12) Full security implementation of
  - a. Support SSH2, 802.1x (rel 2)
  - b. Access Control Lists (ACL’s)
  - c. RADIUS
- 13) Blank covers for all remaining slots.
- 14) Electronic surfaces shall be covered with conformal coating for additional environmental protection.

**907-658.02.6--Terminal Server.** Terminal server shall adhere to the following minimum requirements.

- 1) 10/100 Base-T Ethernet port connection
- 2) RJ-45/DB9 Serial port connection
- 3) RS-232/422/485 selectable serial connections
- 4) Baud rates up to 230 Kbps

- 5) Full Modem and hardware flow control
- 6) TCP/UDP Socket Services
- 7) UDP Multicast
- 8) Telnet and Reverse Telnet
- 9) Modem emulation
- 10) SNMP (Read/Write)
- 11) PPP
- 12) Port buffering
- 13) HTTP
- 14) Remote management
- 15) DHCP/RARP/ARP-Ping for IP address assignment
- 16) LED status for link and power
- 17) The Terminal Server shall support a minimum of Four (4) bi-directional serial communications over Ethernet 10/100 Base-TX.
- 18) Each Terminal Server shall have a minimum of four (4) EIA-232/422/485 serial interface ports. These ports shall be individually and independently configurable, directly or over the network, to EIA-232/422/485 mode of operation as defined by the EIA for data format, data rate and data structure (e.g., the number of bits, parity, stop bits, etc.). Each serial port shall support up to 230 Kbps.
- 19) Each serial port shall support IP addressing and socket number selection.
- 20) The equipment shall provide the capability to establish an IP connection directly from a workstation to any encoder IP address and socket number transport serial data.
- 21) Each Terminal Server shall have an Ethernet Interface (10/100Base-TX protocol, Full/Half-Duplex, Auto Sense (802.3), RJ-45).

**907-658.02.7--Category 6 Cable.** Category 6 cable shall adhere to the following minimum requirements.

- 1) 4 Pair #24 AWG UTP Category 6 Cable
- 2) This item is paid for Category 6 cables installed between cabinets and does not apply to other patch cords installed inside cabinets or huts.
- 3) Supplied Category 6 cable shall be suitable for use outdoors in duct and as a minimum meet the following requirements:
- 4) Fully water blocked
- 5) Conforms to the National Electrical Code Article 800
- 6) UL 1581 certified
- 7) Voltage Rating 300 Volts or greater
- 8) Operating and installation temperature (-4°F to 140°F)
- 9) Bend Radius 10 x Cable OD or smaller
- 10) Recommended for 1000Base-T applications for a distance of 100 meters.

**907-658.02.8--Category 6 Patch Cords.** The Cat 6 Patch Cords shall be furnished and installed as needed to connect the Network Switches with other equipment. Cat 6 Patch Cords shall be considered an incidental component for this project and furnished and installed as needed to provide a functional system. Cat 6 Patch Cords shall meet the following minimum requirements:

- 1) All patch cords shall be from the same manufacturer.
- 2) Shall incorporate four (4) pair 24 AWG stranded PVC Category 6.
- 3) Shall be factory made; Contractor or vendor assembled patch cords are not permitted.
- 4) Shall be TIA/EIA 568-B.2-1 compliant. Patch Cords shall be compliant to T568B pin configuration (which ever is used).
- 5) Certified by the manufacturer for Category 6 performance criteria.
- 6) Length as needed. Excessive slack is not permitted.

**907-658.02.9--Project Submittal Program Requirements.** The Contractor shall provide project submittals for network switches including scheduling requirements. The project submittals for network switches and terminal servers shall include but are not limited to the specific requirements in this subsection.

- 1) The Contractor shall submit detailed cut sheets which document compliance with all parameters required in this section. If a parameter is not covered in the cut sheet a signed statement from the manufacturer on letterhead shall be submitted as an attachment. Failure to address all requirements will result in rejection of the submittal.
- 2) The Contractor shall submit documentation and proof of manufacturer-recommended training and certification for the installation and configuration of network switches.
- 3) The Contractor shall submit technical specifications for the minimum transmitter port to receiver port optical attenuation required for the switches to function in accordance with this specification for the optical links shown on the plans.

**907-658.03--Installation Requirements.** All Networking Equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Network switches shall only be configured and installed by the switch manufacturer trained personnel.
- 2) Network switches shall be installed in accordance with manufacturer's guidelines and requirements.
- 3) The Contractor shall request from the Department, switch configuration information (such as IP address, VLAN Tag values, etc.) not more than 30 days after the switch submittals have been approved.
- 4) The Contractor shall provide as needed the necessary Cat 6 patch cords and fiber optic patch cords for a complete and functional installation.
- 5) Category 6 cable installed in conduit shall be installed and terminated per the manufacturers recommended procedures. Five feet of spare slack shall be provided in the pull boxes nearest each Type B or Type C cabinet.
- 6) The Contractor shall provide training for proper management of the equipment installed. This training should cover daily operation as well as maintenance and configuration of the switching equipment installed as part of this project and meet the requirements of subsection 658.03.3 of this document.
- 7) The Contractor shall provide the MDOT with a written inventory of items received and the condition in which they were received. Inventory shall be inclusive of make, model, and serial numbers, MAC address, and installation GPS coordinates. All equipment shall be installed according to the manufacturer's recommendations or as directed by the MDOT.



- 8) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new Networking Equipment installed by the Contractor shall be the responsibility of the Contractor.

**907-658.03.1--Switch Configuration Requirements.** The Contractor shall configure Network Switches as follows:

- 1) All 100 Base-TX ports shall be configured as follows:
  - a. RSTP/STP – Off.
  - b. Unused TX ports shall be disabled.
  - c. Operating TX ports shall be programmed to filter only for the MAC address of the connected device.
- 2) All 1000 Base-FX ports shall be configured as follows:
  - a. RSTP/STP – On.
  - b. IGMP Snooping – On.
- 3) The Type D switch configuration shall be as outline in the Project plans and details.
- 4) All network switches shall be installed and configured with the same firmware configuration. The optimum settings shall be used consistently system-wide. Any locations that require different settings for optimum performance shall be approved by the Engineer.
- 5) The Switches shall be configured to enable multicasting of video.
- 6) The Contractor may submit an alternate switch configuration to the ITS Engineer for review and approval; The ITS Engineer will review alternate switch configuration documentation. The goal of the switch configuration is to reduce the network delay, as well as provide network redundancy.
- 7) The Contractor shall submit an electronic copy of all final and approved configurations of all switches to the Project engineer and to the ITS Engineer.

**907-658.03.2--Documentation.** The Contractor shall submit documentation and proof of manufacturer-recommended training and certification for the installation and configuration of network switches.

As-built Plans showing switch configuration and connections shall be provided to the Project Engineer and ITS Engineer in electronic format.

The Contractor shall submit documentation and proof of measured optical power budgets to all optical links of all type switches.

**907-658.03.3--MDOT Employee Training.** After the installation is complete, the Contractor shall provide formal classroom training and "hands-on" operations training for proper operation and maintenance of the network switch. The training shall be provided for up to six personnel designated by the ITS Engineer and shall be a minimum of four hours in duration. The training shall cover as a minimum preventive maintenance, troubleshooting techniques, fault isolation and circuit analysis. All training materials shall be provided by the Contractor.

- 1) Prior to training, submit resume and references of instructor(s). Also submit an outline of the training course in a Training Plan. Submit the Training Plan within 90 days of Contract Notice-to-Proceed. Obtain approval of the Plan from the Engineer and the Traffic Engineering ITS Department. Explain in detail the contents of the course and the time schedule of when the training will be given.
- 2) Furnish all handouts, manuals and product information.
- 3) For the training, use the same models of equipment furnished for the project. Furnish all media and test equipment needed to present the training.
- 4) Training shall be conducted in the Jackson area.
- 5) Training instructor(s) shall be manufacturer-certified, experienced in the skill of training others.
- 6) The training shall be conducted by a trainer with a minimum of four years of experience in training personnel on the operation and maintenance of fiber optic systems.

**907-658.04--Method of Measurement.** Network Switches of the type specified will be measured per each installation as specified in the Project plans. Such measurement shall be inclusive of furnishing, installing, system integration and testing of a Network Switch including all chassis, modules, power cables, power supplies, software, license, fiber optic patch cords, fiber optic attenuator patch cords, Cat 6 patch cords, and all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional switch ready for use. Type D Network Switch module cards shall be specified per Project plans or NTBs for each site location. It 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 switch and network.

Terminal Server will be measured per each installation. Such measurement shall be inclusive of furnishing, installing, system integration and testing of a Terminal Server including all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional Terminal Server ready for use.

Category 6 Cable, Installed in Conduit, will be measured for payment by the linear foot, horizontally.

**907-658.05--Basis of Payment.** Network Switches, measured as prescribed above, will be paid for at the contract unit price bid per each. The price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Terminal Servers, measured as prescribed above, will be paid for at the contract unit price bid per each. The price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Category 6 cable installed between cabinets will be paid for by linear foot measured horizontally.

Payment will be made under:

907-658-A: Network Switch, Type ___	-per each
907-658-B: Terminal Server	- per each
907-658-C Category 6 Cable, Installed in Conduit	per linear foot

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-5**

**DATE: 09/17/2014**

**SUBJECT: Hydraulic Cement**

In the last paragraph of Subsection 907-701.04.1.1 on page 3, change “AASHTO Designation: M 240, Table 3” to “AASHTO Designation: M 240, Table 4”.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-701-5

CODE: (SP)

| DATE: 08/20/2014

**SUBJECT: Hydraulic Cement**

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

**907-701.01--General.** The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

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

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

**907-701.02--Portland Cement.**

**907-701.02.1--General.**

**907-701.02.1.1--Types of Portland Cement.** Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85. Type III cement conforming to AASHTO Designation: M85 or Type III (MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

**907-701.02.1.2--Alkali Content.** All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

**907-701.02.2--Replacement by Other Cementitious Materials.** The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

**907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.** When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

**Table 1- Cementitious Materials for Soluble Sulfate Conditions**

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

\* The values listed in this table for replacement of portland cement by the cementitious materials listed are maximums and shall not be exceeded. The

minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

- \*\* Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C<sub>3</sub>A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation “Type III(MS)”.
- \*\*\* Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04.
- \*\*\*\* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

**907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.** When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

**907-701.03--Masonry Cement.** Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

**907-701.04--Blended Hydraulic Cement.**

**907-701.04.1--General.**

**907-701.04.1.1--Types of Blended Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

- Type IS – Portland blast-furnace slag cement
- Type IP – Portland-pozzolan cement
- Type IL – Portland-limestone cement

Blended cement Types IS and IP for use in portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3 and the “(MS)” suffix shall be added to the type designation.

**907-701.04.1.2--Alkali Content.** All blended cement shall be made with clinker that would result in cement meeting the requirements of Subsection 907-701.02.1.2 when used in the production of AASHTO Designation: M 85, Type I or Type II cement.

**907-701.04.2--Replacement by Other Cementitious Materials.** The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% fly ash or 45% GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement Types IS and IP.

**907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater.** When portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3.

When portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

SUBJECT: Synthetic Structural Fiber Reinforcement

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

After Subsection 711.03.4.3 on page 665, add the following:

**907-711.04--Synthetic Structural Fiber.** The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

**907-711.04.1--Material Properties.** The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

**907-711.04.2--Minimum Dosage Rate.** The dosage rate shall be such that the average residual strength ratio ( $R_{150,3.0}$ ) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for  $R_{150,3.0}$  shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for  $R_{150,3}$  shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ( $f_{150,3.0}$ ) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$  is the residual flexural strength at the midspan deflection of  $L/150$ , (psi),

$P_{150,3.0}$  is the residual load capacity at the midspan deflection of  $L/150$ , (lbf),

$L$  is the span, (in),

$b$  is the width of the specimen at the fracture, (in), and

$d$  is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the  $P_{150,3.0}$  shall be measured at a midspan deflection of 0.12 inch.

Additionally,  $R_{150,3.0}$ ,  $f_{150,3.0}$ , and  $P_{150,3.0}$  may also be referred to as  $R_{150}^{150}$ ,  $f_{150}^{150}$ , and  $P_{150}^{150}$  respectively.

At the dosage rate required to achieve the minimum  $R_{150,3}$ , the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

**907-711.04.3--Job Control Requirements.** The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-713-3**

**CODE: (IS)**

**DATE: 05/01/2013**

**SUBJECT: Admixtures for Concrete**

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the **responsibility of the Contractor** to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following.

**907-713.02--Admixtures for Concrete.** Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D. **Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.**

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same

composition as originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

**907-713.02.1--Source Approval.** In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

**907-713.02.2--Specific Requirements.** Admixtures containing chlorides will not be permitted.

**907-713.02.3--Acceptance.** The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-13

| **DATE:**        **04/23/2013**

**SUBJECT:**    **Concrete Bridges And Structures**

After the second paragraph of Subsection 907-804.02.10 on page 2, add the following.

After the first paragraph of Subsection 804.02.10 on page 850, add the following.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

In the \*\* Note of Subsection 907-804.02.10 on page 2, delete “metakaolin” from the list of other cementitious materials.

After the first sentence of the last paragraph of Subsection 907-804.02.10 on page 3, add the following.

Mixture designs containing accelerating admixtures will not be approved. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer’s recommended dosage range.

After Subsection 907-804.02.10.1.1 on page 3, add the following.

**907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures.** Delete subparagraph d) of Subsection 804.02.10.1.2 on pages 852 & 853, and substitute the following.

- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: T 126. Each change of water-cementitious ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.

After Subsection 907-804.02.10.3 on page 4, add the following.

After Subsection 804.02.10.3 on page 853, add the following.

**907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs.** Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within

30 days prior to installation of the trial shaft, with personnel from the Department's Central Laboratory present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

Before Subsection 907-804.02.12.3 on page 5, add the following.

**907-804.02.12.1.1--Elements of Plan.** After item 3) in Subsection 804.02.12.1.1 on page 855, add the following.

4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in section of the Plan shall be utilized.

If the maximum permitted slump or total air content is exceeded after the addition of admixtures at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted.

5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,

- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

After Subsection 907-804.03.6.2 on page 7, add the following.

**907-804.03.8--Pumping Concrete.** Delete the second paragraph of Subsection 804.03.8 on page 866, and substitute the following.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. This shall be accomplished by using the pump to fill a commercially-available six (6) cubic foot wheelbarrow to overflowing or filling a commercially-available eight (8) cubic foot wheel barrow to level. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

Before Subsection 907-804.03.15 on page 7, add the following.

**907-804.03.14.2--Stay-In-Place Metal Forms.** Delete the sentence in Subsection 804.03.14.2 on page 871 and substitute the following.

Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for bridge deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for bridge deck concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Project Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.



In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the satisfaction of the Project Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

**907-804.03.14.2.1--Materials.** SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

**907-804.03.14.2.2--Certification.** The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

All welds shall be performed by certified welders meeting the requirements of the approved shop drawings.

**907-804.03.14.2.3--Polystyrene Foam.** The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification

from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

**907-804.03.14.2.4--Design.** The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.
5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

**907-804.03.14.2.5--Construction.** SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

**907-804.03.14.2.6--Form Galvanizing Repairs.** Where forms or their installation are unsatisfactory in the opinion of the Project Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

**907-804.03.14.2.7--Placing of Concrete.** The Contractor shall insure that concrete placement does not damage the SIP metal forms. The concrete shall be vibrated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Approved pouring sequences shall be used. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

**907-804.03.14.2.8--Inspection.** The Project Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Project Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Project Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Project Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Project Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Project Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Project Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Project Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Project Engineer. If the Project Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Project Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

Delete Table 6 of Subsection 907-804.03.15 on page 8, and substitute the following.

**Table 6**  
**Minimum Compressive Strength Requirements for Form Removal**

**Forms:**

Columns .....	1000 psi
Side of Beams .....	1000 psi
Walls not under pressure .....	1000 psi
Other Parts .....	1000 psi

**Centering:**

Under Beams .....	2400 psi
Under Bent Caps .....	2000 psi

**Limitation for Placing Beams on:**

Pile Bents, pile under beam .....	2000 psi
Frame Bents, two or more columns .....	2200 psi
Frame Bents, single column .....	2400 psi

Forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

Delete the second paragraph of Subsection 907-804.03.16.1 on page 9, and substitute the following.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability that the ambient temperatures will be lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Within 30 minutes of removal of the insulating blanketing material in any area, the Contractor shall have curing of the concrete established in accordance with the requirements in Subsection 907-804.03.17. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Before Subsection 907-804.03.19 on page 9, add the following.

**907-804.03.17--Curing Concrete.** Delete Subsection 804.03.17 on pages 874 & 875, and substitute the following.

Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other is complete.

The length of time for curing shall be maintained in accordance with either of the following:

**1. Prescribed Length of Time:**

- a) Curing following the requirements of Subsection 804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

**2. Length of Time Defined by Development of Compressive Strength:**

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

**907-804.03.17.1--Water With Waterproof Cover.** All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

Following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers. For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the concrete surface once every 8 hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is

to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

**907-804.03.17.1.1--Documentation.** The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

**907-804.03.17.1.2--Liquid Membrane.** At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

**907-804.03.17.1.2.1--Liquid Membrane Documentation.** The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

**907-804.03.17.2--Liquid Membrane Method.** Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.



The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

Delete Subsection 907-804.19.7 on page 9, and substitute the following.

**907-804.03.19.7--Finishing Bridge Decks.**

**907-804.03.19.7.1--General.** Delete the third paragraph of Subsection 804.03.19.7.1 on page 884, and substitute the following.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the

finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

**907-804.03.19.7.2--Longitudinal Method.** Before the first paragraph of Subsection 804.03.19.7.2 on page 884, add the following.

The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, the time for establishing curing in accordance with Subsections 907-804.03.17 shall be increased to within 30 minutes for bridges without skew and within 35 minutes for bridges with skew.

**907-804.03.19.7.3--Transverse Method.** Delete the first sentence of the second paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time.

Delete the fourth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

Delete the last sentence of the fifth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

Delete the last paragraph of Subsection 804.03.19.7.3 on page 886, and substitute the following.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

Regardless of the finish, the requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits.

**907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness.** Delete the third sentence of the first paragraph of Subsection 804.03.19.7.4 on page 886, and substitute the following.

The profilograph shall meet the requirements of Subsection 907-804.03.19.7.5.

After the fourth sentence of the first paragraph of Subsection 804.03.19.7.4 on page 886, add the following.

The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively.

After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following.

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

After Subsection 907-804.03.19.7.4 on page 9, add the following.

Delete the title of Subsection 804.03.19.7.4.1.3 on page 888, and substitute the following.

**907-804.03.19.7.4.1.3--Final Surface Texture.**

Delete the first sentence of the second paragraph of Subsection 804.03.19.7.4.1.3 on page 889 and substitute the following.

The finished bridge decks and bridge end slabs shall be retested for riding quality using a Contractor furnished profilograph meeting the requirements of Subsection 907-804.03.19.7.5.

After Subsection 804.03.19.7.4.1.3 on page 889, add the following.

**907-804.03.19.7.5--Profilograph Requirements.** The smoothness of the bridge deck will be determined by using a California Profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may

consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-804.03.19.7.5.1.

**907-804.03.19.7.5.1--Computerized Profilograph.**

**907-804.03.19.7.5.1.1--General** The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

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

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (3/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length of the measurement, and the raw inches for each segment.

**907-804.03.19.7.5.1.2--Mechanical Requirements.** The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

**907-804.03.19.7.5.1.3--Computer Requirements.** The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of bridge deck. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the bridge deck shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show “must correct” locations on the printout. The computer must have the ability to display on screen “must correct” conditions and alert the user with an audible warning when a “must correct” location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and PC compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

**907-804.03.20--Opening Bridges.**

**907-804.03.20.2--Construction Traffic.** Delete the paragraph in Subsection 804.03.20.2 on page 889, and substitute the following:

Unless otherwise specified, the concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and until the required compressive strength for the concrete is obtained.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-804-13**

**CODE: (IS)**

**DATE: 11/09/2010**

**SUBJECT: Concrete Bridges And Structures**

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-804.02-- Materials.**

**907-804.02.1--General.** Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following:

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

- Blended Cement..... 907-701.01 and 907-701.04
- Ground Granulated Blast Furnace Slag (GGBFS)..... 907-714.06
- Silica Fume ..... 907-714.07.2

**907-804.02.8--Laboratory Accreditation.** In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

**907-804.02.9--Testing Personnel.** Delete Table 2 in this subsection and replace it with the following.

**Table 2**

<b>Concrete Technician's Tasks</b>	<b>Test Method Required</b>	<b>Certification Required**</b>
Sampling or Testing of Plastic Concrete	AASHTO Designation:T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II certified technician

Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

- \* Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.
- \*\* MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician - Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department’s *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

**907-804.02.10--Portland Cement Concrete Mix Design.** Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following:

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department’s *Concrete Field Manual*.

Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

- \* Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.
- \*\* The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

\*\*\* The slump may be increased up to eight (8) inches with :

- an approved water-reducing admixture,
- an approved water-reducing/set-retarding admixture, or
- a combination of an approved water-reducing admixture and an approved set-retarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

\*\*\*\* Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.

\*\*\*\*\* Class DS Concrete for drilled shafts shall have an 8±1-inch slump.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Any combinations of admixtures shall be approved by the Engineer before their use.

**907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.** Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following:

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

**907-804.02.10.3--Field Verification of Concrete Mix Design.** Delete the first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following:

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note \*\*\*\*\* below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\* below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\* below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted



slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\* below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\* below Table 3.

Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following:

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

**907-804.02.10.4--Adjustments of Mixture Proportions.** Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following:

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

**907-804.02.11--Concrete Batch Plants.** Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following:

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

**907-804.02.12--Contractor's Quality Control.** Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following:

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

**907-804.02.12.3--Documentation.** After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following:

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

**907-804.02.12.5--Non-Conforming Materials.** In Table 4 of Subsection 804.02.12.5 on page 857, delete “/ FM” from the requirements on line B.3.a.

In Table 4 of Subsection 804.02.12.5 on page 857, replace “One set ( two cylinders ) for 0-100 yd<sup>3</sup> inclusive” with “A minimum of one set (two cylinders) for each 100 yd<sup>3</sup>,”

**907-804.02.13--Quality Assurance Sampling and Testing.** Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following:

- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete “and FM” from the requirements on line A.3.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following:

**907-804.02.13.1--Basis of Acceptance.**

**907-804.02.13.1.1--Sampling.** Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

**907-804.02.13.1.2--Slump.** Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.3--Air.** Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.4--Yield.** If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ( $\pm 3\%$ ). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

**907-804.02.13.1.5--Temperature.** Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

**907-804.02.13.1.6--Compressive Strength.** Laboratory cured concrete compressive strength tests shall conform to the specified strength ( $f'_c$ ) listed in the specifications. Concrete represented by compressive strength test below the specified strength ( $f'_c$ ) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

**Projects with 1000 Cubic Yards and More.** When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength ( $f'_c$ ) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress ( $f_c$ ), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

$f'_c$  = Specified 28-day compressive strength, psi

- $X$  = Individual compressive strength below  $f'_c$ , psi
- $s$  = standard deviation, psi\*
- $f'_c$  = allowable design stress, psi

\* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below  $f'_c$ . If below  $f'_c$  strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

**Projects of More Than 200 but Less Than 1000 Cubic Yards.** When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$$

where:

- $f'_c$  = Specified 28-day compressive strength, psi
- $X$  = Individual compressive strength below  $f'_c$ , psi

**907-804.03--Construction Requirements.**

**907-804.03.6--Handling and Placing Concrete.**

**907-804.03.6.2--Consolidation.** After the last sentence of Subsection 804.03.6.2 on page 864, add the following:

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

**907-804.03.15--Removal of Falsework, Forms, and Housing.** Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

**Table 6**  
**Minimum Compressive Strength Requirements for Form Removal**

**Forms:**

Columns .....	1000 psi
Side of Beams .....	1000 psi
Walls not under pressure .....	1000 psi
Floor Slabs, overhead .....	2000 psi
Floor Slabs, between beams .....	2000 psi
Slab Spans .....	2400 psi
Other Parts .....	1000 psi

**Centering:**

Under Beams .....	2400 psi
Under Bent Caps .....	2000 psi

**Limitation for Placing Beams on:**

Pile Bents, pile under beam .....	2000 psi
Frame Bents, two or more columns .....	2200 psi
Frame Bents, single column .....	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**Table 7  
Requirements for use of Maturity Meter Probes**

<b>Structure Component</b>	<b>Quantity of Concrete</b>	<b>No. of Probes</b>
Slabs, beams, walls, & miscellaneous items	0 - 30 yd <sup>3</sup>	2
	> 30 to 60 yd <sup>3</sup>	3
	> 60 to 90 yd <sup>3</sup>	4
	> 90 yd <sup>3</sup>	5
Footings, Columns & Caps	0 - 13 yd <sup>3</sup>	2
	> 13 yd <sup>3</sup>	3
Pavement, Pavement Overlays	1200 yd <sup>2</sup>	2
Pavement Repairs	Per repair or 900 yd <sup>2</sup> Whichever is smaller	2

**907-804.03.16--Cold or Hot Weather Concreting.**

**907-804.03.16.1--Cold Weather Concreting.** After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from “Table 6” to “Table 8”.

**907-804.03.19--Finishing Concrete Surfaces.**

**907-804.03.19.7--Finishing Bridge Floors.**

**907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness.** After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

**907-804.05--Basis of Payment.** Add the "907" prefix to the pay items listed on page 898.

# 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.



Traffic Signal Replacements on SR 25 from I-55 to SR 475, known as Federal Aid Project No. HSIP-0056-01(077) 106860301 & 302 in Hinds and Rankin Counties.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
<b>Roadway Items</b>					
0010	619-D1001		27	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001		27	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001		24	Linear Feet	Barricades, Type III, Single Faced
0040	635-A001		162	Linear Feet	Vehicle Loop Assemblies
0050	636-A001		206	Linear Feet	Shielded Cable, AWG #18, 4 Conductor
0060	640-A016		15	Each	Traffic Signal Heads, Type 1 LED
0070	640-A050		9	Each	Traffic Signal Heads, Type 2L LED
0080	644-A001		5	Each	Optical Detector
0090	644-B001		598	Linear Feet	Optical Detector Cable
0100	646-A001		1	Lump Sum	Removal of Existing Traffic Signal Equipment
0110	653-A001		38	Square Feet	Traffic Sign, Encapsulated Lens
0120	653-B001		51	Square Feet	Street Name Sign, Encapsulated Lens
0130	666-B054		742	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor
0140	668-A018		200	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"
0150	907-618-A001		1	Lump Sum	Maintenance of Traffic
0160	907-637-A001		3	Each	Equipment Cabinet, Type B
0170	907-639-A018		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 65' Arm
0180	907-639-A019		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 70' Arm
0190	907-639-A101		2	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 75' Arm
0200	907-639-A123		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 75' Arm
0210	907-639-B001		2	Each	Traffic Signal Equipment Pole Shaft Extension, 10-foot, Video Camera Mount
0220	907-639-C002		20	Cubic Yard	Pole Foundations, 36" Diameter
0230	907-650-A002		6	Each	On Street Video Equipment, Fixed Type
0240	907-650-A003		3	Each	On Street Video Equipment, PTZ Type
0250	907-658-A005		3	Each	Network Switch, Type A

**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-0056-01(077) 106860301 & 302**

in **Hinds and 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-0056-01(077) 106860301 & 302**

in **Hinds and 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-0056-01(077) 106860301 & 302

LOCATED IN THE COUNTY(IES) OF Hinds and 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-0056-01(077) 106860301 & 302

LOCATED IN THE COUNTY(IES) OF: Hinds and 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

Revised 9/02/2014

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

Revised 9/02/2014



# 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 **Traffic Signal Replacements on SR 25 from I-55 to SR 475, known as Federal Aid Project No. HSIP-0056-01(077) 106860301 & 302 in Hinds 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-0056-01(077) 106860301 & 302**

County: **Hinds and Rankin**

Letting Date: **November 25, 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](http://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.