

MDOT Use Only

Checked _____

Loaded _____

Keyed _____

07 -



SM No. CBR9999050191

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

07

District 5 Bearing Replacement, known as Federal Aid Project Nos. BR-9999-05
(019) / 1070193040 & 3041 in Lauderdale and Newton Counties.

Project Completion: 06/01/2017

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT

2004 STANDARD SPECIFICATIONS

FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
TABLE OF CONTENTS**

**PROJECT: BR-9999-05(019) / 107019304 - Newton
BR-9999-05(019) / 107019304 - Lauderdale**

Section 901 - Advertisement

Section 904 - Notice to Bidders

#1	Governing Specifications
#1405	Errata & Modifications to 2004 Standard Specifications
#1727	Railway-Highway Provision, w/ Supplement
#1928	Federal Bridge Formula
#2382	Status of ROW, w/ Attachments
#3512	Wage Rates
#3893	Petroleum Products Base Price
#4214	Safety Apparel
#4526	Electronic Addendum Process
#4565	Manual on Uniform Traffic Control Devices (MUTCD)
#4741	Kansas City Southern Construction Requirements
#5044	Questions Regarding Bidding
#5053	Contractor Correspondence
#5080	Standard Drawings
#5266	Disadvantaged Business Enterprise, w/ Supplement
#5405	Traffic Control Devices
#5412	Weight Limits
#5556	DUNS Requirement for Federal Funded Projects
#5824	Adjustments for Bituminous Materials
#5866	Payroll Requirements
#5896	DBE Forms, Participation and Payment
#6396	Contract Time
#6397	Scope of Work
#6398	Specialty Items
906	Required Federal Contract Provisions -- FHWA 1273, w/Supplements

Section 907 - Special Provisions

907-101-4	Definitions
907-102-12	Bidding Requirements and Conditions
907-103-11	Award and Execution
907-104-5	Scope of Work
907-104-6	Partnering Process
907-105-8	Control of Work
907-107-13	Legal Relations and Responsibility to Public, w/Supplement
907-108-38	Prosecution and Progress
907-109-8	Measurement and Payment
907-110-2	Wage Rates
907-618-13	Temporary Construction Signs
907-823-9	Preformed Joint Seal, w/ Attachments

PROJECT: BR-9999-05(019) / 107019304 - Newton
BR-9999-05(019) / 107019304 - Lauderdale

907-899-2 Railway-Highway Provisions

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal

Certification of Performance - Prior Federal-Aid Contracts

Certification Regarding Non-Collusion, Debarment and Suspension

SAM.GOV Registration and DUNS Number

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Form -- OCR-485

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

06/01/2016 06:57 AM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, June 28, 2016, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor For:

District 5 Bearing Replacement, known as Federal Aid Project Nos. BR-9999-05(019) / 1070193040 & 3041 in Lauderdale and Newton 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.

The specifications are on file in the offices of the Mississippi Department of Transportation.

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.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1727

DATE: 5/24/2016

PROJECT: BR-9999-05(019) / 107019/3040 & 3041 -- Lauderdale & Newton Counties

After the second paragraph on page 1, add the following:

Name Insured: *KCS Railroad*

Description and Designation: *Maintenance of joints and bearings on Overhead Bridge
I-20 Eastbound Centerline*

Mile Post: *Mile Post 7.01, near Meridian, Mississippi.*

After the fourth paragraph on page 1, add the following:

Sri Honnur, P.E.

Track and Bridge Construction Director

The Kansas City Southern Railway Co.

421 West 12th Street,

Kansas City, MO 64105

Ph: 816-983-1138

Shonnur@KCSouthern.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1727

CODE: (SP)

DATE: 09/20/2007

SUBJECT: Railway-Highway Provisions

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is \$700.00 per day (1 to 8 hours) plus overtime at \$125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have

a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY
BR-9999-05(019)
107019-304000 & 304100
Lauderdale and Newton Counties

All rights of way and legal rights of entry have been acquired **except:**
None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

BR-9999-05(019)

107019-304000 - 304100

Districtwide - Lauderdale & Newton

January 6, 2016

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES

BR-9999-05(019)

107019-304000 - 304100

Districtwide *Lauderdale & Newton*

January 6, 2016

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.

ROW STATUS REPORT OF AFFECTED RAILROAD FACILITIES

PROJECT EXTERNAL NUMBER: BR-9999-05(019) PROJECT FMS
NUMBER: 107019/304000/304100
TERMINI: Bridges 130.1, 154.4/A/B, 121.9 & 129.8B
COUNTIES: Lauderdale & Newton

DATE: April 13, 2016

No Right-of-Way will be required from any railroad. See Notice to Bidders.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Notice To Bidders ~~No. 2880~~ -- Cont'd.
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

P. O. Box 90 / Newton, MS 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

April 13, 2016

MEMORANDUM

TO: RIGHT OF WAY DIVISION
Ms. Ann Russell

FROM: CONSTRUCTION ASSISTANT
Lisa Horton *LH*

RE: BR-9999-05(019) 107019/304000
Preventative Maintenance District 5 (Bridges 130.1, 154.4 A/B, & 129.8B)
Lauderdale County

BR-9999-05(019) 107019/304100
Preventative Maintenance District 5 (Bridge 121.9)
Newton County

UTILITY STATUS

To the best of my knowledge, there are no known utility conflicts on this project.

LH: lh

PC: Mr. Michael Hogan, Construction Division
Mr. Dale Greer, ROW Division
Mr. Trudi Loflin, ROW Division
Mr. Kent Reeves, Asst. Dist. Const. Engineer- Preconstruction
District File

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Ann Russell
R.O.W. Division

DATE: April 14, 2015

FROM: Mark A. Whitney *MAW*
Resident Engineer (15-11)

SUBJECT OR PROJECT NO: Preventive Maintenance District 5
BR-9999-05(019) 107019/304000
(Bridges 130.1, 154.4 A/B & 129.8B)
BR-9999-05(019) 107019/304100
(Bridge 121.9)

INFORMATION COPY TO: Kent Reeves (District 5)

COUNTY: Lauderdale & Newton

No known encroachments exist for above said projects.

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. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

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

Monthly Petroleum Products Base Prices can be viewed at:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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. 4526

CODE: (SP)

DATE: 06/11/2013

SUBJECT: Electronic Addendum Process

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4741

CODE: (SP)

DATE: 12/03/2013

SUBJECT: Kansas City Southern Construction Requirements

Bidders are hereby advised that provisions which are required as per [the](#) Notice to Bidders entitled “[Railway-Highway Provisions](#)” shall also include the following.

The Contractor shall submit to the Project Engineer and the Railroad detailed plans and design data for temporary construction clearances, stages of construction, erection plans, demolition plans, false-work plans, excavation plans, and temporary shoring plans and calculations, as required, and shall be sealed by a Mississippi Registered Professional Engineer. All submittals must be approved by the Railroad before excavation or construction can begin within Railroad Right-of-Way. All construction submittals for work performed within the Kansas City Southern Railway Company (KCS) right-of-way shall be made per the KCS “Guidelines for the Design and Construction of Railroad Overpasses and Underpasses” as updated in May 2008.

Prior to beginning any work on the KCS right-of-way, the Contractor shall obtain a Right of Entry Permit. To request a permit application, the Contractor should contact Sylvia Schmidt. Mrs. Schmidt’s contact information is as follows.

Sylvia Schmidt
Permit Manager
Jones Lang LaSalle Americas, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800
817-230-2688

The Contractor shall be responsible for payment of all application fees.

This project will require construction activities on the right-of-way of active railroad tracks which are currently owned and/or operated by KCS. When work requires that equipment or personnel be within the KCS right-of-way or the “foul zone” adjacent to the right-of-way, a qualified “Employee-in-Charge” (EIC) must be present for the purpose of providing on-track safety and flagging protection for the work crews. The EIC shall also be responsible for the coordination of the Contractor’s activities within the KCS right-of-way with the operation of the Railroad. The EIC must be certified under the KCS General Code of Operation Rules (GCOR) and must be approved by the local KCS Roadmaster prior to beginning work on the KCS right-of-way. The Contractor will be required to provide radios for the EIC, all equipment operators, supervisors, and foremen in charge of employees working within the KCS right-of-way. All personnel who must enter upon the KCS right-of-way must check in and out with the EIC and be logged in and out of the site.

All personnel who must work within the KCS right-of-way at any time shall be trained and certified as a KCS "Roadway Worker" and must at all times have their certification card with them and available for random inspection. The Contractor will be responsible for providing this training for Contractor employees or any subcontractor(s) employees. The Contractor shall contact Mr. Larry Slater of Track Sense Inc. at 330-847-8661 or 330-219-4721 (lslater@neo.rr.com) for approximate fees and scheduling the necessary training sessions. The Contractor shall also contact the MDOT Project Engineer to see if any MDOT employees need this training. If so, the Contractor shall include the MDOT employees in the list of participants for training. The Contractor shall bear the cost of training the MDOT employees. Costs for training the MDOT employees will be reimbursed to the Contractor by supplemental agreement.

Prior to commencing work, the Contractor shall provide to the Railroad Engineer, or the Railroad Engineer's designated representative, a detailed construction schedule for its work on Railroad's right-of-way, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad right-of-way. This schedule shall also include the anticipated dates when the milestone events listed below will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled.

- Preconstruction meetings.
- Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- Reinforcement and concrete placement for near track piers.
- Erection of precast concrete or steel overpass bridge superstructure.
- Reinforcement and concrete placement of overpass bridge decks.
- Completion of the bridge structure.

The Contractor shall so arrange and conduct construction operations in such a manner that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, cables or wires (whether overhead or underground) and other facilities or tenants on the rights-of-way of the Railroad. Before undertaking any work within Railroad right-of-way and before placing any obstruction over any track, the Contractor shall:

- Notify the Railroad's representative at least 72 hours in advance of the work.
- Provide assurance to the Railroad's representative that arrangements have been made for any required flagging service.
- Receive permission from the Railroad Engineer to proceed with the work.
- Ascertain that the Project Engineer has received copies of notice to the Railroad and the Railroad's response.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5044

CODE: (SP)

| DATE: 05/13/2014

SUBJECT: Questions Regarding Bidding

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

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 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. 5080

CODE: (SP)

DATE: 06/10/2014

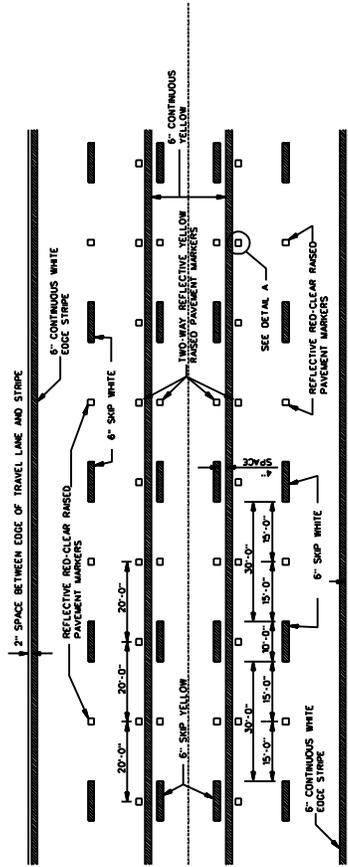
SUBJECT: Standard Drawings

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

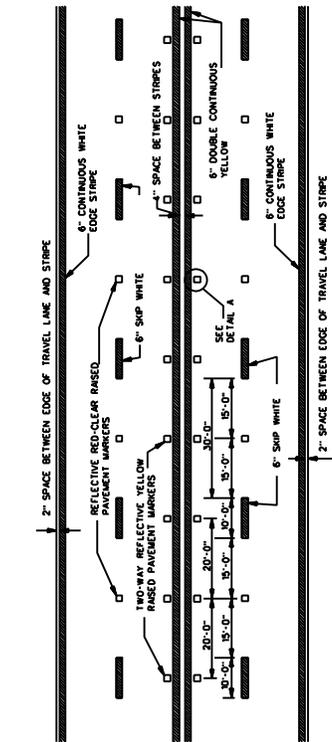
Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop
MDOT Shop Complex, Building C, Room 114
2567 North West Street
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: (601) 359-7460
or FAX: (601) 359-7461
or e-mail: plans@mdot.state.ms.us

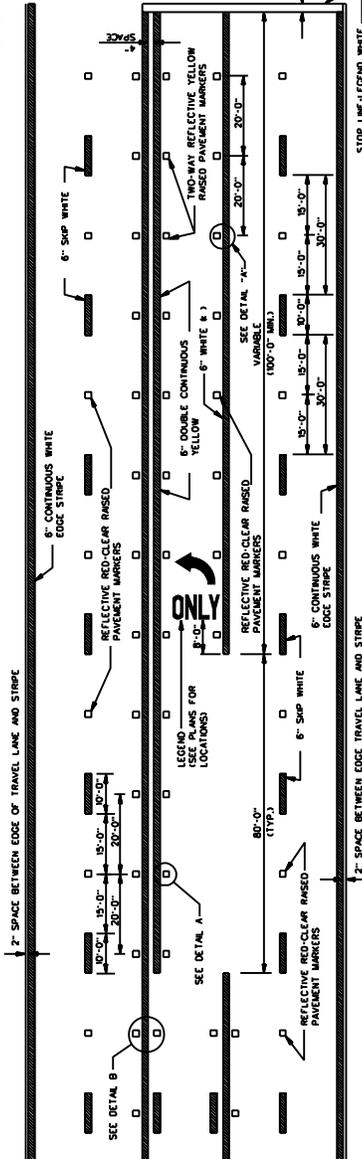
STATE	PROJECT NO.
MISS.	



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

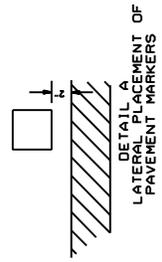


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

*NOTE: USE DETAIL STRIPING # LENGTH 5' SDP AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING.

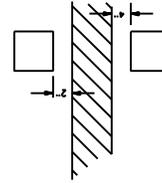
TYPICAL TWO-WAY ARROW INSTALLATION

1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS 1250' O.C.



DETAIL A
LATERAL PLACEMENT OF PAVEMENT MARKERS

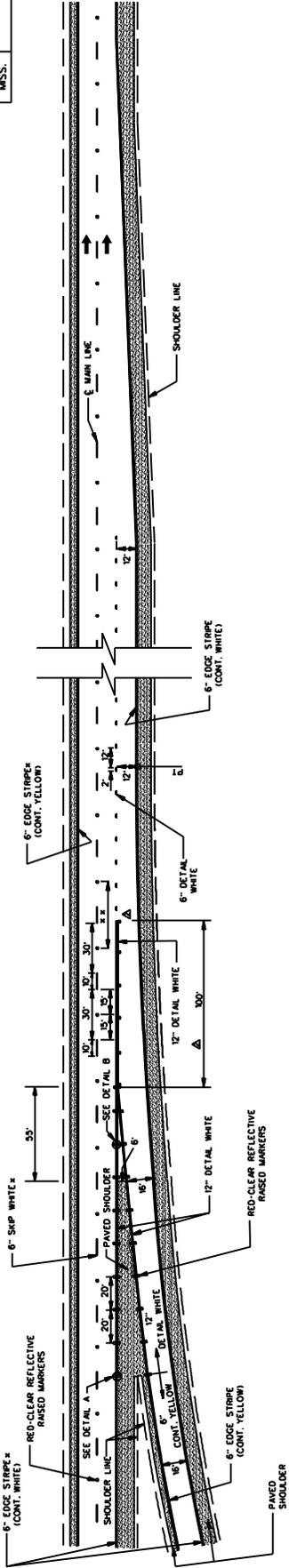
GENERAL NOTE:
1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MOST APPROVED SOURCE OF MATERIALS.



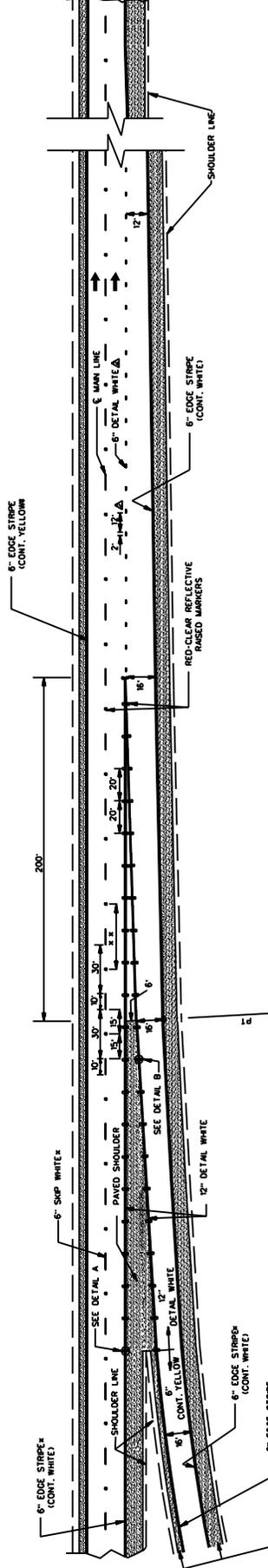
DETAIL B
LATERAL PLACEMENT OF PAVEMENT MARKERS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
PAVEMENT MARKING	
DETAILS FOR	
4-LANE AND 5-LANE	
UNDIVIDED ROADWAYS	
DATE	2/20/18
DESIGNER	SDPM
CHECKER	SDPM
FILE NAME	SDPM-2.DGN
DESIGN TITLE	CRETE
PROJECT NUMBER	5080
SHEET NUMBER	3

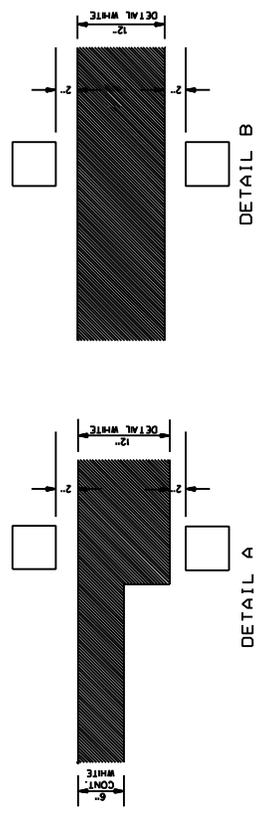
STATE	PROJECT NO.
MISS.	



PARALLEL ENTRANCE RAMP



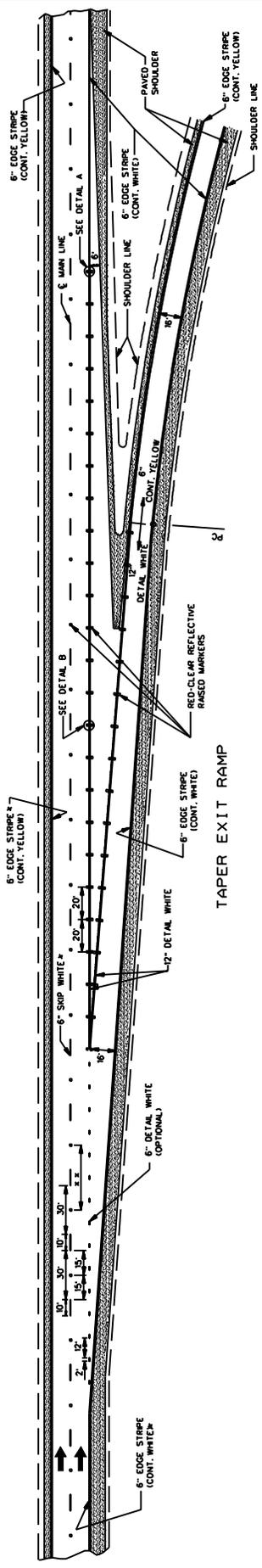
TAPER ENTRANCE RAMP



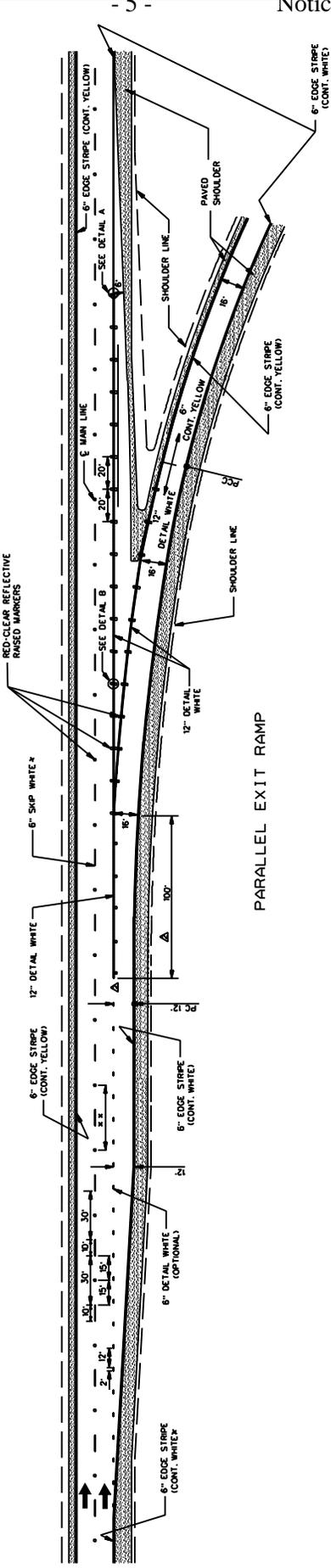
- GENERAL NOTES:
1. SEE SHEET PM-1 FOR THE PLACEMENT OF LANE-LINE STRIPES AND SHOULDER STRIPES. THE PLACEMENT OF THE EDGE STRIPES WITH RESPECT TO THE OUTSIDE EDGE OF THE TRAVELED WAY.
 2. ON THE MAIN FACILITY, PLACE REFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS AT A 40' SPACING ON ALL LANE-LINES THROUGHOUT THE INTERCHANGE AREA BEGINNING 100' IN THE MAIN FACILITY AND THROUGH THE TAPER AND CONTRAIL THROUGH THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPER.
 3. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE RAISED PAVEMENT MARKERS AS LISTED IN THE MOOT "APPROVED SOURCES OF MATERIALS."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION	
PAVEMENT MARKING DETAILS FOR INTERCHANGE ENTRANCE RAMPS (PARALLEL AND TAPER)	
ISSUE DATE:	OCTOBER 1, 1988
WORKING NUMBER	SDPM-3
SHEET NUMBER	

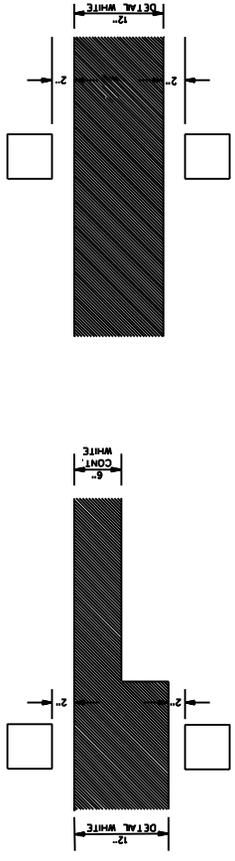
STATE	PROJECT NO.
MISS.	



TAPER EXIT RAMP



PARALLEL EXIT RAMP



- GENERAL NOTES:
- SEE SHEET PM-1 FOR THE PLACEMENT OF LINE-LINE STRIPE WITH RESPECT TO THE PAVEMENT JOINT AND FOR THE PLACEMENT OF THE EDGE LINE WITH RESPECT TO THE OUTSIDE EDGE OF THE TRAVELED WAY.
 - PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE RASSED MARKERS. PAVEMENT MARKERS SHALL BE PLACED THROUGHOUT THE INTERCHANGE AREA BEGINNING 1000' IN ADVANCE IN DIRECTION OF TRAFFIC OF THE EXIT RAMP TAPER AND CONTINUING THROUGH THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPER.
 - PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE RASSED MARKERS AS SPECIFIED IN THE MOOT "APPROVED SOURCES OF MATERIALS."

DATE	BY	REVISION
10/1/99	SM	REVISED STRIPE WIDTH
	SM	UPDATE TO 2008 MTCO

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION

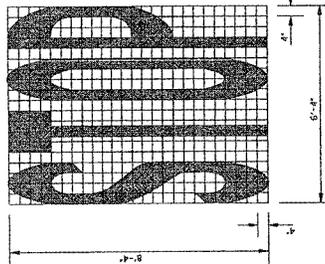
PAVEMENT MARKING
DETAILS FOR
INTERCHANGE
EXIT RAMPS
(PARALLEL AND TAPER)

ISSUE DATE: OCTOBER 1, 1999

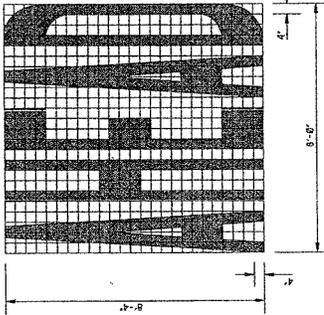
WORKING NUMBER: SDPM-41

SHEET NUMBER: 33

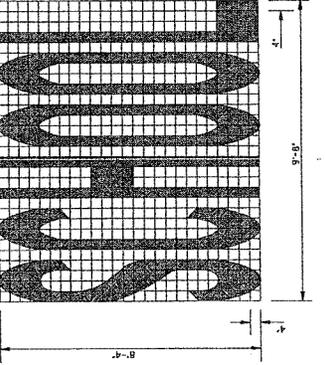
STATE PROJECT NO.
MISS.



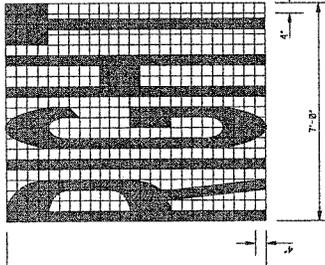
8'-4" x 6'-4"



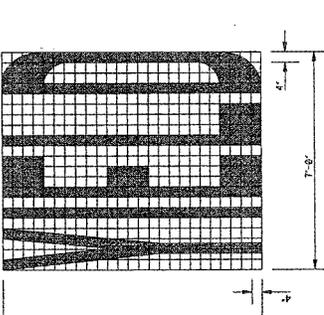
8'-4" x 5'-0"



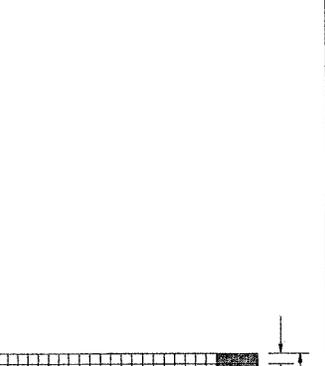
8'-4" x 9'-0"



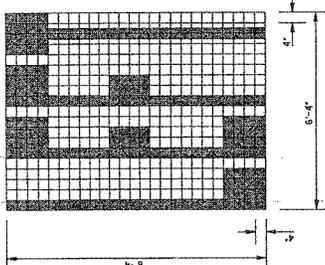
8'-4" x 7'-0"



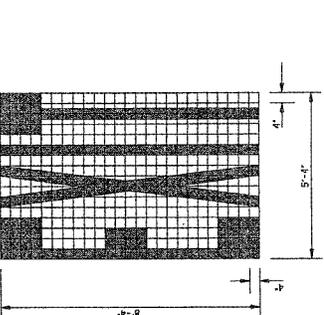
8'-4" x 7'-0"



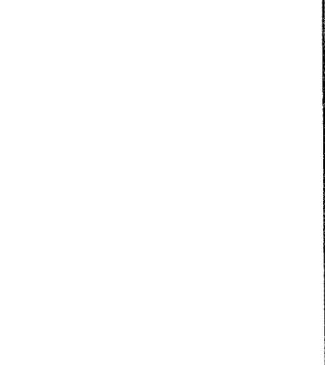
8'-4" x 7'-0"



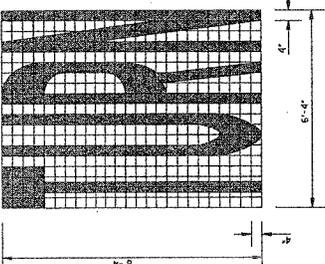
8'-4" x 6'-4"



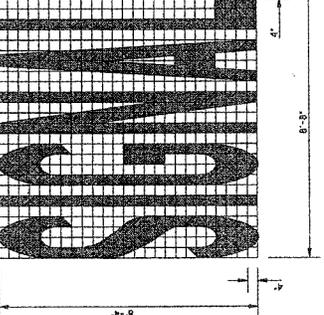
8'-4" x 5'-4"



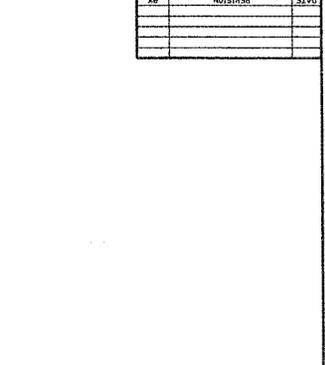
8'-4" x 8'-0"



8'-4" x 5'-4"



8'-4" x 8'-0"



8'-4" x 5'-4"

GENERAL NOTES:

- UNLESS OTHERWISE SHOWN ON THE PLANS, ALL PAVEMENT MARKING LEGENDS SHALL BE PAINTED USING HIGH PERFORMANCE MATERIALS.
- TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1/2" FULL WIDTH ARE PERMITTED IN EACH LETTER.
- FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

LEGEND	AREA (SF)
STOP	26.8
RIGHT	26.8
LEFT	19.5
TURN	27.3
AHEAD	26.8
YIELD	26.8
EXIT	18.5
SIGNAL	32.5
SCHOOL	26.5

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**PAVEMENT MARKING
LEGEND DETAILS**

ISSUE DATE: OCTOBER 1, 1990

WORKING NUMBER: PM-5
SHEET NUMBER: 124

STATE MISS.	PROJECT NO.	
----------------	----------------------	--

THRU ARROW

TURN ARROW

COMBINATION ARROW

1-WAY ARROW

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
DNLT	22.0
TURN ARROW	16.4
THRU ARROW	11.2
COMBINATION ARROW	21.5
1-WAY ARROW	24.3

GENERAL NOTES:

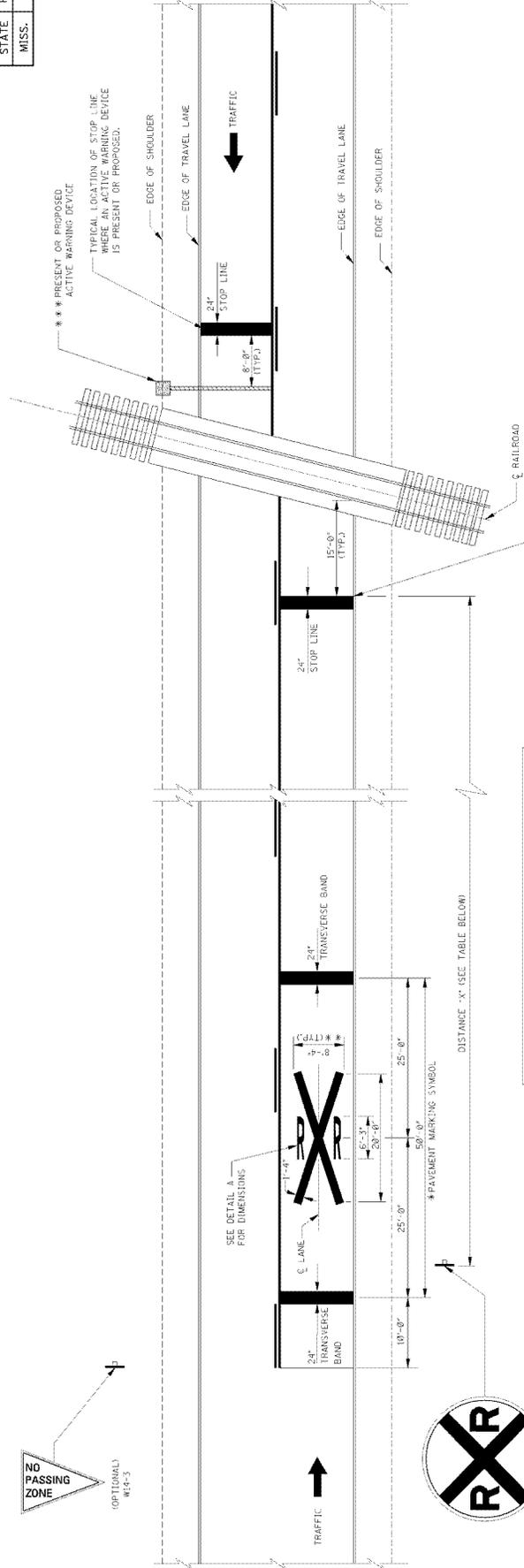
- UNLESS OTHERWISE SHOWN ON THE PLANS, ALL PAVEMENT MARKING LEGENDS SHALL BE APPLIED USING HIGH PERFORMANCE MATERIALS.
- TWO HORIZONTAL GAPS CAUSED BY TEMPLATE CONNECTORS OF 1/2" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
- FOR OTHER DETAILS, SEE THE MANUAL OR UNIFORM PAVEMENT MARKING LEGENDS.
- PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**PAVEMENT MARKING
LEGEND DETAILS**

DATE	REVISION	ISSUE DATE: OCTOBER 1, 1998

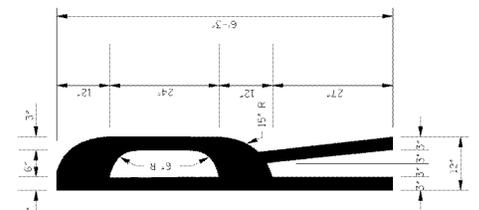
WORKING NUMBER: PM-6
SHEET NUMBER: 125



ADVANCE WARNING SIGN PLACEMENT DISTANCE

POSTED SPEED (mph)	DISTANCE "X" (FT)	
	RURAL	URBAN
20	175	100
25	250	100
30	325	100
35	400	150
40	475	225
45	550	300
50	625	375
55	700	450
60	775	525

NOTES:
 ① DISTANCE "X" MAY BE ADJUSTED IF PROHIBITIVE PHYSICAL CONDITIONS EXIST AT THE DESIGNATED DISTANCE.
 ② THESE DISTANCES MAY BE ADJUSTED TO A MINIMUM OF 100' IN RESTRICTED AREAS OR BUSINESS DISTRICTS WHERE LOW SPEEDS ARE PREVALENT.



DETAIL A
STANDARD "R" PAVEMENT MARKING
FOR R X R SYMBOL

GENERAL NOTES:
 * 1. A PORTION OF THE PAVEMENT MARKING SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W10-1).
 ** 2. WIDTH OF R X R SYMBOL MAY VARY ACCORDING TO LANE WIDTH. HOWEVER, ON MULTI-LANE ROADS, THE TRANSVERSE BANDS AND STOP LINE SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.
 Δ 3. R X R SYMBOL (63.0 ± 4.2), TRANSVERSE BANDS AND STOP LINE SHALL BE PAID FOR AS LEGEND, WHITE (PLASTIC, MATERIAL OPTIONAL, FOR OTHER AGENCIES).
 *** 4. REFER TO THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' FOR LOCATION OF PROPOSED WARNING DEVICES AT RAILROAD-HIGHWAY GRADE CROSSINGS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

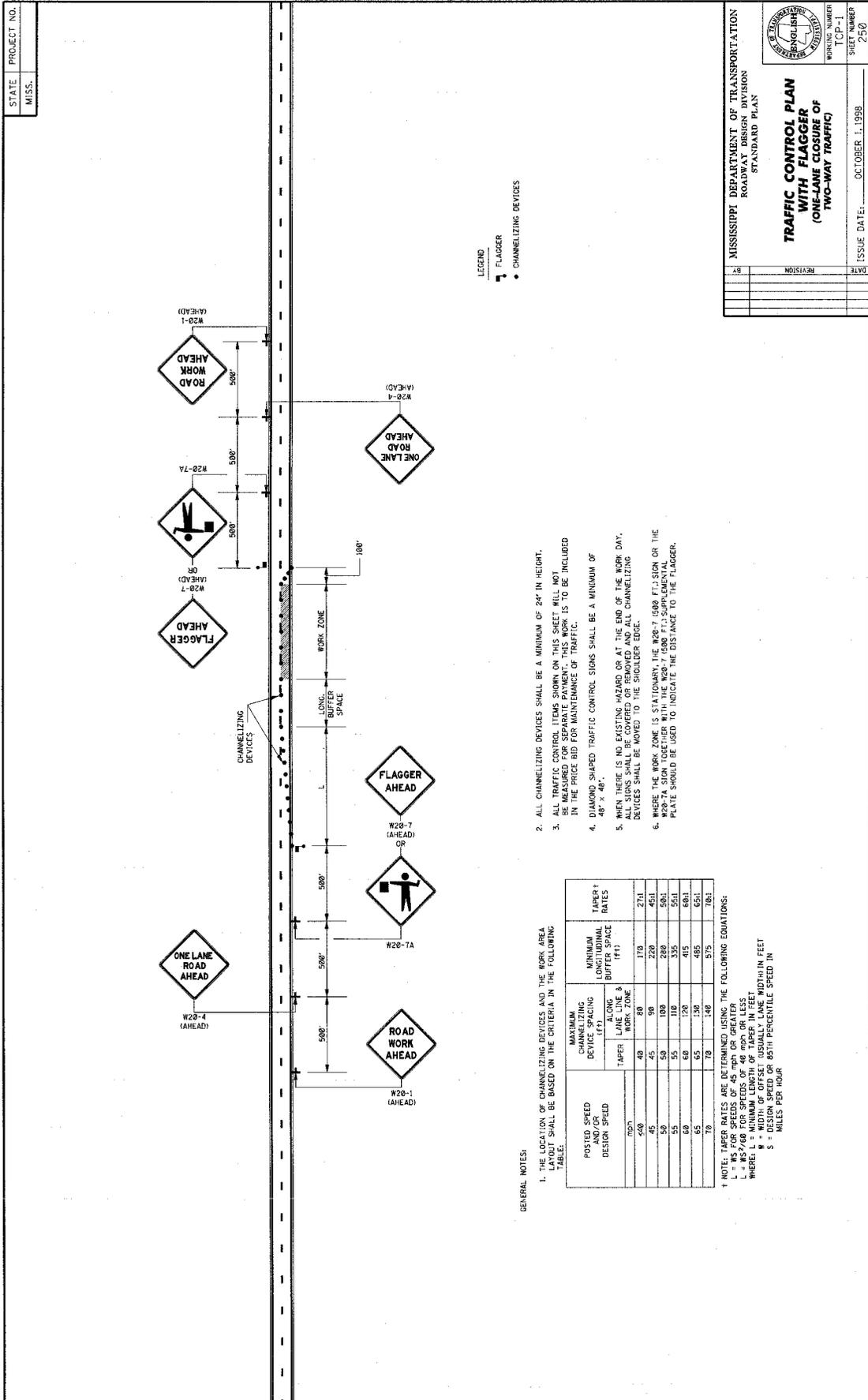
TYPICAL PLACEMENT OF WARNING SIGNS AND PAVEMENT MARKINGS AT RAILROAD HIGHWAY GRADE CROSSINGS

WORKSHEET NO. 12
SHEET NO. 12

ISSUE DATE: OCTOBER 11, 1998

DATE: 10/11/98

BY: []
CHECKED BY: []
DESIGNED BY: []
REVISIONS:



STATE PROJECT NO.
MISS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)**

WORKING NUMBER: TCP-1
SHEET NUMBER: 250
ISSUE DATE: OCTOBER 1, 1998

DATE	REVISION

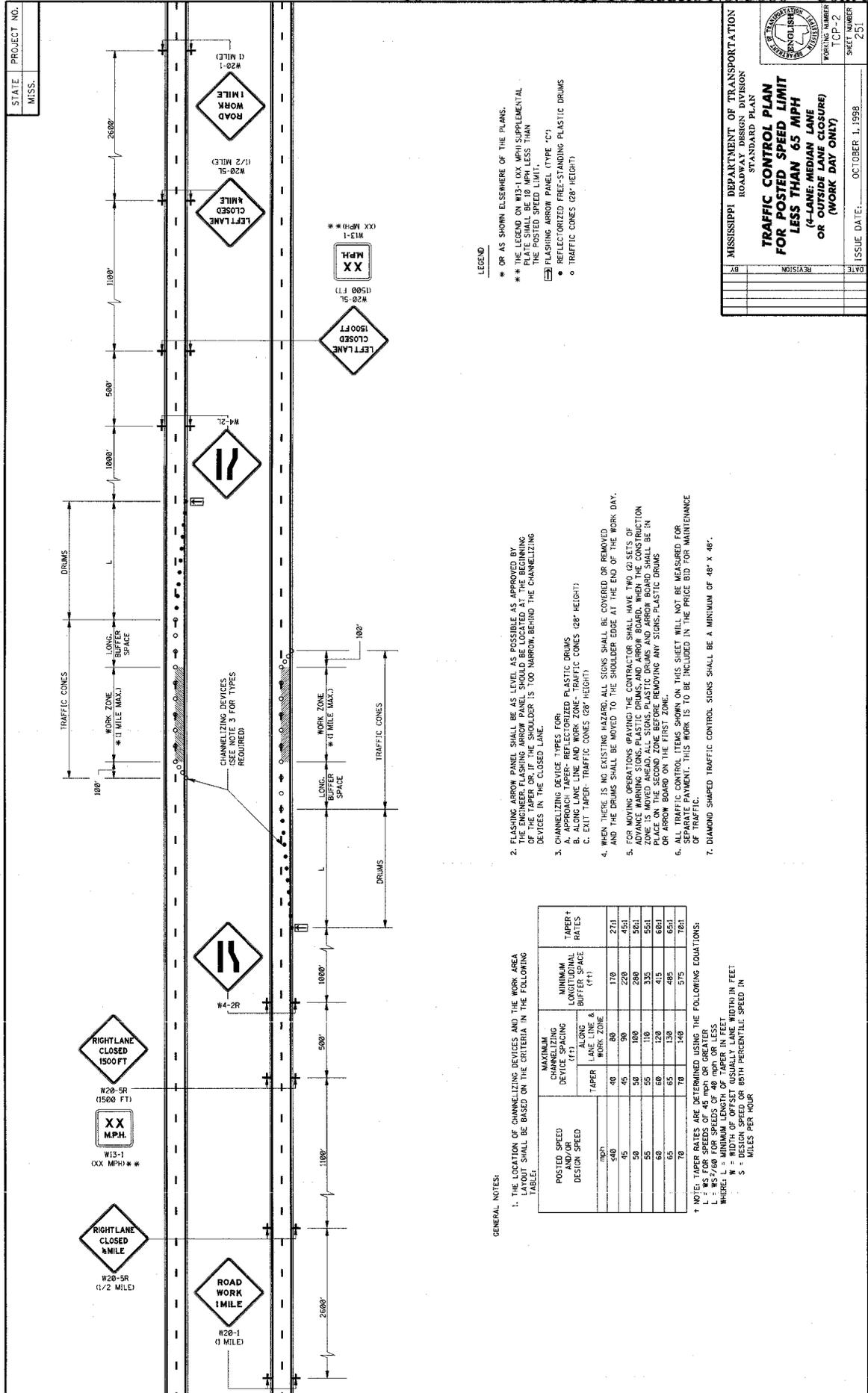
LEGEND
 FLAGGER
 CHANNELIZING DEVICES

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".
5. WHEN THERE IS NO CASTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

GENERAL NOTES:
 1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	CHANNELIZING DEVICES SPACING		MINIMUM LONGITUDINAL BUFFER SPACE (FT.)	TAPER † RATES
	MAXIMUM ALONG WORK ZONE	MINIMUM ALONG WORK ZONE		
200	400	80	170	271
45	45	90	220	451
50	50	100	280	501
55	55	110	335	551
60	60	120	415	601
65	65	130	485	651
70	70	140	575	701

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 L = WS FOR SPEEDS OF 45 MPH OR GREATER
 L = WS FOR SPEEDS OF 30 MPH OR GREATER
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET USUALLY LANE WIDTH IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR



STATE PROJECT NO.
MISS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN
**TRAFFIC CONTROL PLAN
FOR POSTED SPEED LIMIT
LESS THAN 65 MPH
(4-LANE; MEDIUM LANE
OR OUTSIDE LANE CLOSURE)
(WORK DAY ONLY)**

WORKING NUMBER
TCP-2
SHEET NUMBER
251

ISSUE DATE: OCTOBER 1, 1999

LEGEND

- * OR AS SHOWN ELSEWHERE OF THE PLANS.
- ** THE LEGEND ON W13-1XX MPH SUPPLEMENTAL PLATE SHALL BE 10 MPH LESS THAN THE POSTED SPEED LIMIT.
- ◻ FLASHING ARROW PANEL (TYPE "C")
- REFLECTORIZED FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT)

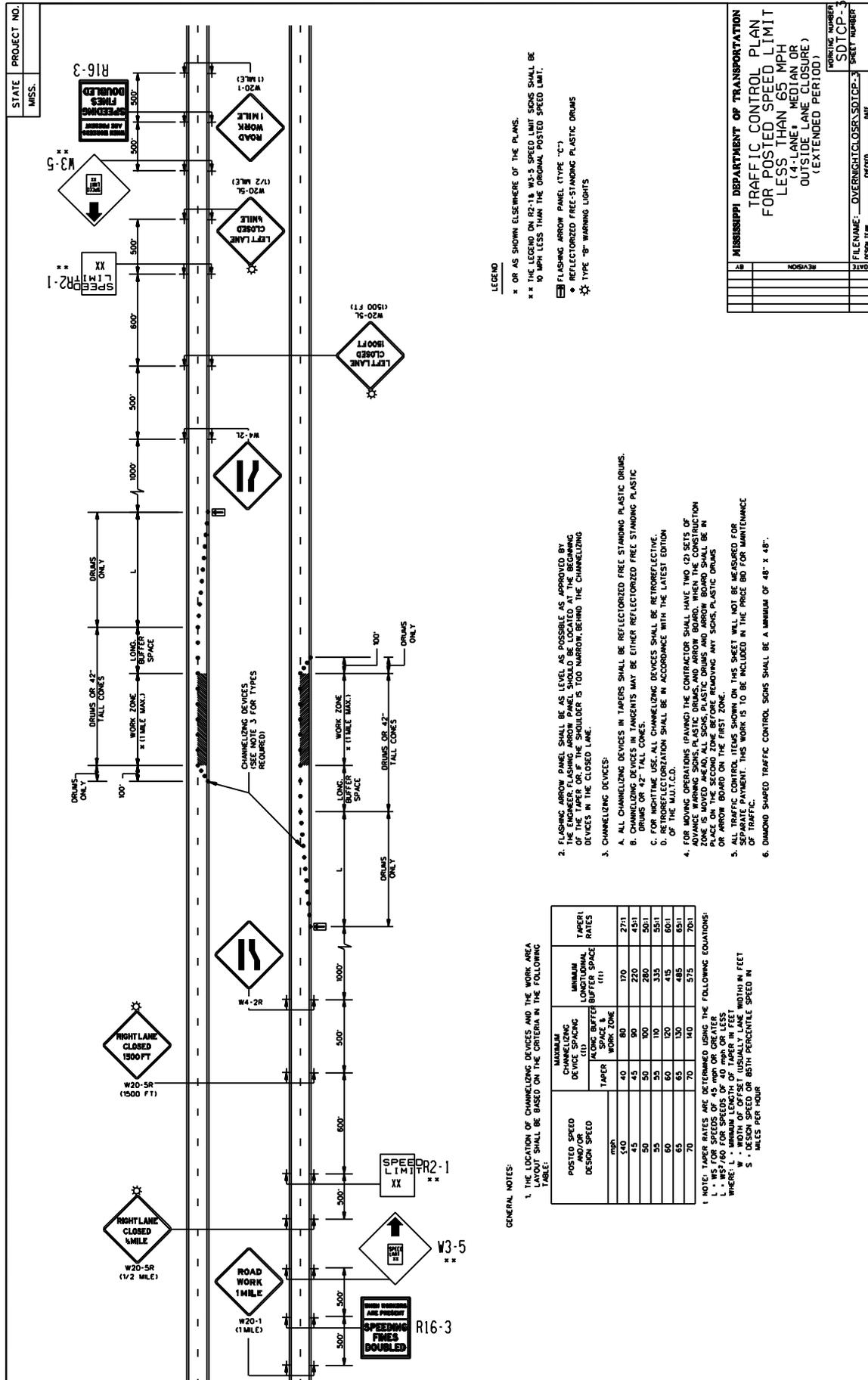
2. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER. FLASHING ARROW PANELS SHOULD BE LOCATED AT THE BEGINNING OF THE WORK ZONE. THE SIGN SHALL BE LOCATED 100' NARROW BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
3. CHANNELIZING DEVICE TYPES FOR:
 - A. ALONG LANE LINE AND WORK ZONE - TRAFFIC CONES (28" HEIGHT)
 - B. EXIT TAPER - TRAFFIC CONES (28" HEIGHT)
4. WHEN THERE IS NO EXISTING HAZARD, ALL SIGNS SHALL BE COVERED OR REMOVED, AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
5. FOR MOVING OPERATIONS BEHIND THE CONTRACTOR SHOULDER, TWO SETS OF DRUMS SHALL BE USED. THE FIRST SET OF DRUMS SHALL BE LOCATED AT THE BEGINNING OF THE WORK ZONE. THE SECOND SET OF DRUMS SHALL BE LOCATED AT THE END OF THE WORK ZONE. PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.
6. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED (MPH) AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (FT)		MINIMUM LONGITUDINAL BUFFER SPACE (FT)†	TAPER RATES
	LANE LINE & WORK ZONE	EXIT TAPER		
40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	36:1
55	55	110	335	55:1
60	60	120	415	68:1
65	65	130	485	65:1
70	70	140	575	78:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 L = WS FOR SPEEDS OF 45 MPH OR GREATER
 L = WS^{2/60} FOR SPEEDS OF 40 MPH OR LESS
 WHERE: W = WIDTH OF OFFSET USUALLY LANE WIDTH IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR



STATE PROJECT NO.
MISS.

PERMIT NO. R2-1
XX

W3-5

W20-1 (1 MILE)

W20-2L (1/2 MILE)

W4-2L

W4-2R

W20-5R (1500 FT)

W20-5R (1/2 MILE)

W20-1 (1 MILE)

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED DESIGN SPEED	MINIMUM CHANNELIZING DEVICE SPACING (1) (2)		MINIMUM LONGITUDINAL BUFFER SPACE (1) (1)	TAPER RATES
	TAPER	WORK ZONE		
40	40	80	170	27/1
45	45	90	220	43/1
50	50	100	280	50/1
55	55	110	335	55/1
60	60	120	415	60/1
65	65	130	485	65/1
70	70	140	575	70/1

NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 L = 100 * (S - 40) / 100 * 1000
 L = 100 * (S - 40) / 100 * 1000
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 S = WIDTH OF OFFSET USUALLY LANE WIDTH IN FEET
 5 = MINIMUM 85TH PERCENTILE SPEED IN MILES PER HOUR

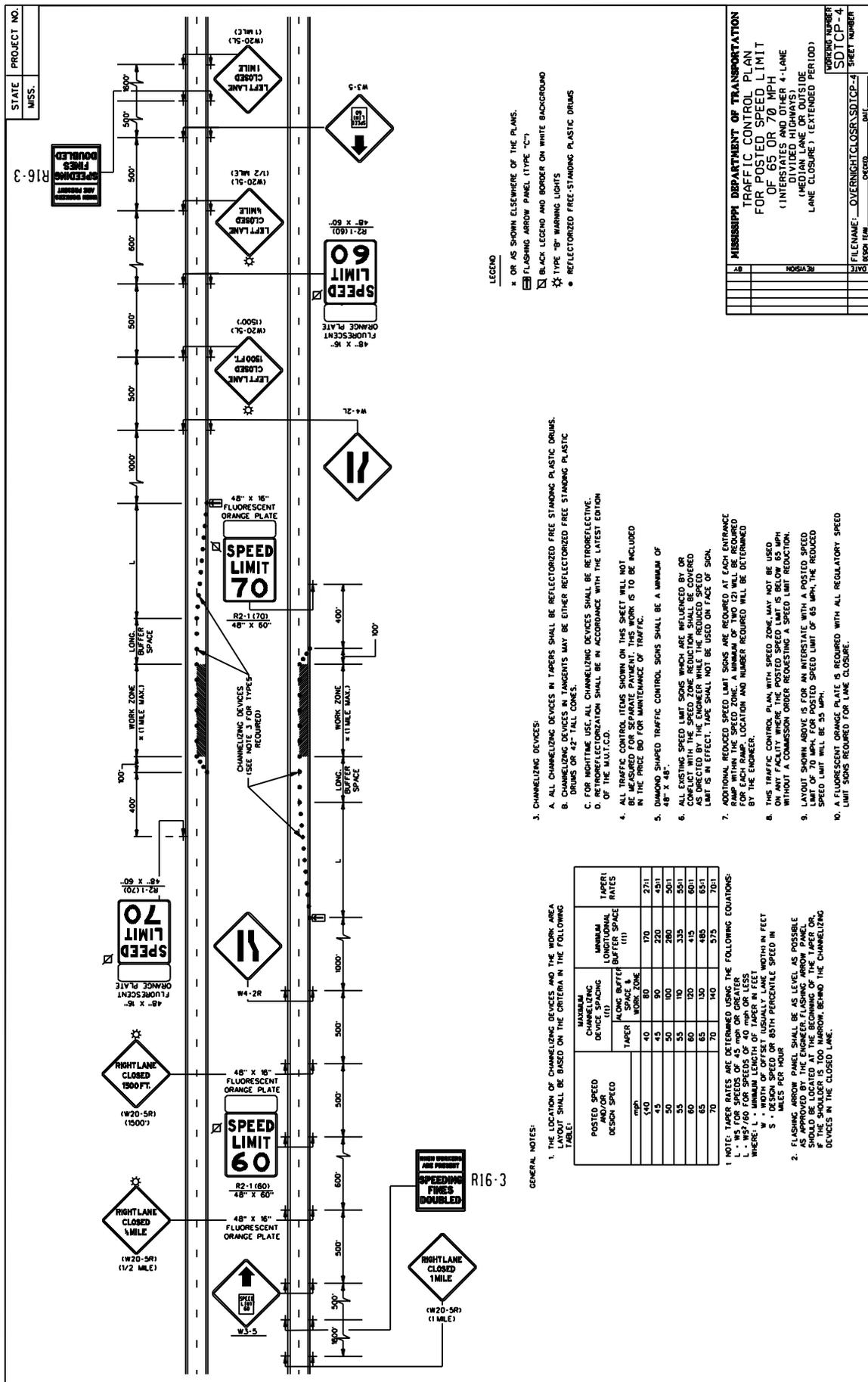
GENERAL NOTES:
 1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

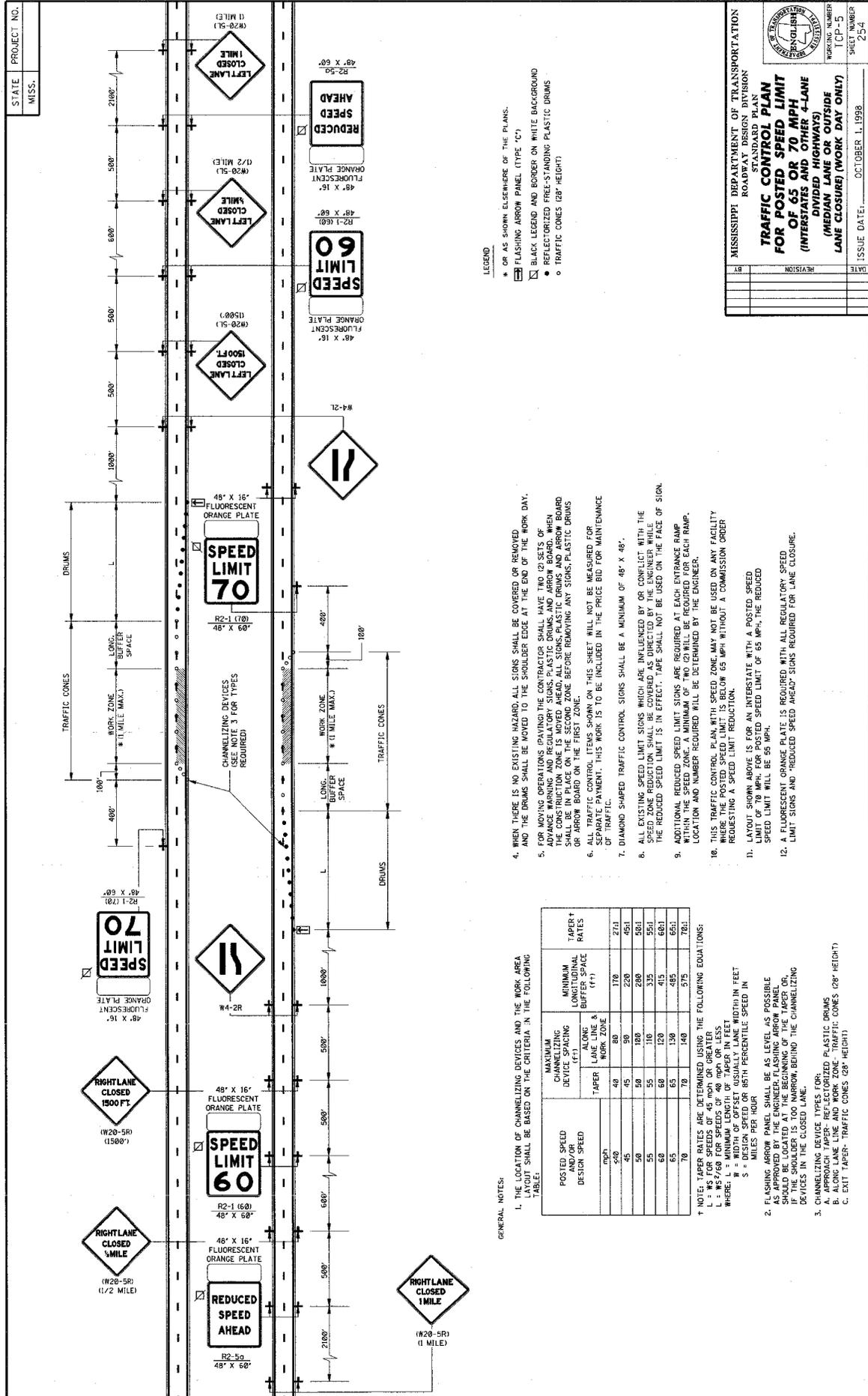
1. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER. FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BEGINNING OF THE WORK ZONE AND AT THE END OF THE WORK ZONE. CHANNELIZING DEVICES IN THE CLOSED LANE.
2. CHANNELIZING DEVICES IN TAPERS SHALL BE REFLECTORIZED FREE STANDING PLASTIC DRUMS.
3. CHANNELIZING DEVICES IN TANGENTS MAY BE EITHER REFLECTORIZED FREE STANDING PLASTIC DRUMS OR 42" TALL CONES.
4. FOR NIGHTTIME USE, ALL CHANNELIZING DEVICES SHALL BE RETROREFLECTIVE.
5. CHANNELIZING DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.
6. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SIGNS, PLASTIC DRUMS, AND ARROW BOARD. WHEN THE CONSTRUCTION ZONE IS MOVED AHEAD, ALL SIGNS, PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE IN THE NEW LOCATION. CHANNELIZING DEVICES IN THE FIRST ZONE SHALL BE IN PLACE IN THE NEW LOCATION.
7. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
8. DIMENSION SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".

LEGEND:
 * OR AS SHOWN ELSEWHERE OF THE PLANS.
 ** THE LEGEND ON R2-1A, W.A.S. SPEED LIMIT SIGNS SHALL BE 10 MPH LESS THAN THE ORIGINAL POSTED SPEED LIMIT.
 □ FLASHING ARROW PANEL (TYPE "C")
 ● REFLECTORIZED FREE-STANDING PLASTIC DRUMS
 ☆ TYPE "B" WARNING LIGHTS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 TRAFFIC CONTROL PLAN
 FOR POSTED SPEED LIMIT
 LESS THAN 65 MPH
 (4-LANE + MEDIAN OR
 OUTSIDE LANE CLOSURE)
 (EXTENDED PERIOD)

PRINTING NUMBER: SDICP-3
 SHEET NUMBER: 3
 FILE NAME: OVERNIGHT CLOSURE SDICP-3
 DATE: 08/11/10





STATE PROJECT NO.
MISS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN
TRAFFIC CONTROL PLAN
FOR POSTED SPEED LIMIT
OF 65 OR 70 MPH
(INTERSTATES AND OTHER 4-LANE
DIVIDED HIGHWAYS)
(MEDIAN LANE OR OUTSIDE
LANE CLOSURE) (WORK DAY ONLY)

WORKING NUMBER: TCP-5
SHEET NUMBER: 254
ISSUE DATE: OCTOBER 1, 1998

LEGEND

- * OR AS SHOWN ELSEWHERE OF THE PLANS.
- FLASHING ARROW PANEL (TYPE "C")
- BLACK LEGEND AND BORDER ON WHITE BACKGROUND
- REFLECTORIZED FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT)

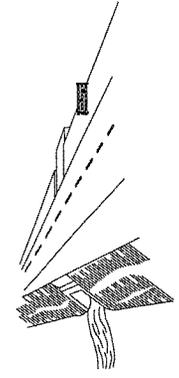
4. WHEN THERE IS NO EXISTING HAZARD, ALL SIGNS SHALL BE COVERED OR REMOVED, AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
5. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF THE CONSTRUCTION ZONE IS MOVED AHEAD ALL SIGNS, PLASTIC DRUMS, AND ARROW BOARD OR ARROW BOARD ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.
6. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".
8. ALL EXISTING SPEED LIMIT SIGNS WHICH ARE INFLUENCED BY OR CONFLICT WITH THE SPEED ZONE REDUCTION SHALL BE COVERED AS DIRECTED BY THE ENGINEER WHILE THE REDUCED SPEED LIMIT IS IN EFFECT. TAPE SHALL NOT BE USED ON THE FACE OF SIGN.
9. ADDITIONAL REDUCED SPEED LIMIT SIGNS ARE REQUIRED AT EACH ENTRANCE RAMP WITHIN THE SPEED ZONE. A MINIMUM OF TWO (2) WILL BE REQUIRED FOR EACH RAMP. LOCATION AND NUMBER REQUIRED WILL BE DETERMINED BY THE ENGINEER.
10. THIS TRAFFIC CONTROL PLAN WITH SPEED ZONE, MAY NOT BE USED ON ANY FACILITY WHERE THE POSTED SPEED LIMIT IS BELOW 65 MPH WITHOUT A COMMISSION ORDER REQUESTING A SPEED LIMIT REDUCTION.
11. LAYOUT SHOWN ABOVE IS FOR AN INTERSTATE WITH A POSTED SPEED LIMIT OF 70 MPH. FOR POSTED SPEED LIMIT OF 65 MPH, THE REDUCED SPEED LIMIT WILL BE 55 MPH.
12. A FLUORESCENT ORANGE PLATE IS REQUIRED WITH ALL REGULATORY SPEED LIMIT SIGNS AND "REDUCED SPEED AHEAD" SIGNS REQUIRED FOR LANE CLOSURE.

GENERAL NOTES:
1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA WIDTH SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED (mph)	CHANNELIZING DEVICE SPACING (FT)		MINIMUM LANE WIDTH BUFFER SPACE (FT)	TAPER RATES
	LANE LINE & TAPER	WORK ZONE		
50	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

- † NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = W^2$ FOR SPEEDS OF 45 MPH OR GREATER
 $L = 1.5W^2$ FOR SPEEDS OF 30, 35, 40, 45, 50, 55, 60, 65, 70 MPH
 WHERE:
 W = MINIMUM LENGTH OF TAPER IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR
2. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AND SHALL BE LOCATED AT THE BEGINNING OF THE TAPER OR, IF THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
 3. CHANNELIZING DEVICE TYPES (TOP):
 A. APPROACH TAPER - REFLECTORIZED PLASTIC DRUMS
 B. TAPER - REFLECTORIZED PLASTIC CONES (28" HEIGHT)
 C. EXIT TAPER - TRAFFIC CONES (28" HEIGHT)

STATE	PROJECT NO.
MISS.	

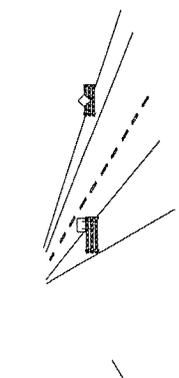


WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.

2. WING BARRICADES SHOULD BE USED:

- IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
- IN ADVANCE OF ALL BRIDGE OR CULVERT REPAIRING OPERATIONS.



STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.

2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.

3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY OBTAINING USE.

4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, RINGED "A" FRAME.

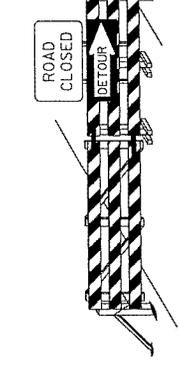
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.

6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).

7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.

8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE METHOD, LATEST EDITION.

9. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATEGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_haz/ohw/ohw/cmr2.cfm

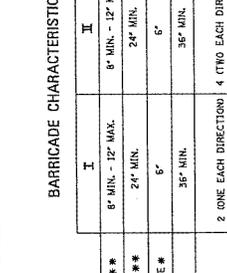


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS			
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE #	6"	36" MIN.	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 (IF FACING TRAFFIC) 6 (IF FACING TRAFFIC IN TWO DIRECTIONS)
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270° OF REFLECTIVE AREA FACING TRAFFIC.

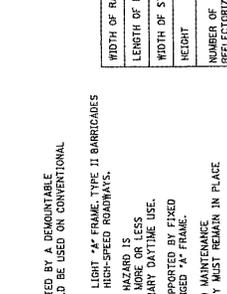


PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPANSION METHOD FOR STRIPING. THE STRIPING SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.

2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.

3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.



VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.

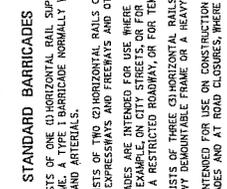
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD FROM THE TOP LEFT TO THE BOTTOM RIGHT. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.

3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL BE A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE FACING TRAFFIC.

4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

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

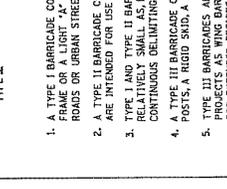


TYPE 3 OBJECT MARKER (OW-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.

2. THE OW-3R IS SHOWN. THE OW-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.

3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.

2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.

3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

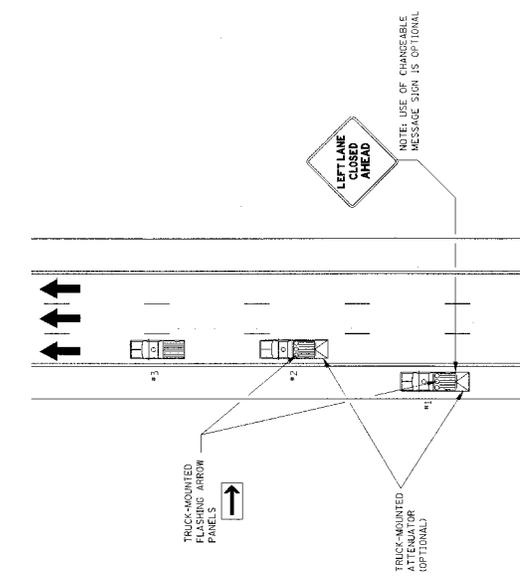
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

DATE	ISSUE DATE: 10-04-2011
REVISION	
NO.	

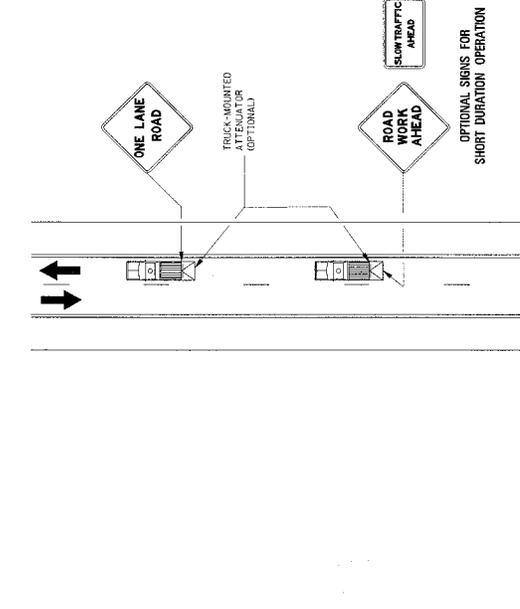
WORKING NUMBER: SDTCP-10
SHEET NUMBER: _____

STATE MISS.	PROJECT NO. MISS.
----------------	----------------------

MOBILE OPERATIONS ON MULTILANE ROAD ▲



MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON MULTILANE ROAD

NOTES:

- VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE BY EQUIPPING THEM WITH FLASHING LIGHTS, ROTATING BEACONS, FLAG, SIGNS, OR ARROW PANELS.
- PROTECTION VEHICLE #1 SHOULD BE EQUIPPED WITH AN ARROW PANEL. WHEN OPERATING IN A CLOSED LANE, THIS PANEL SHOULD BE PLACED ON PROTECTION VEHICLE #1 SO AS NOT TO OBSCURE THE ARROW PANEL.
- PROTECTION VEHICLE #2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
- PROTECTION VEHICLE #1 SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- PROTECTION VEHICLE #3 SHOULD BE ELIMINATED.
- ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (I.E., VEHICLE #1 ON THE SHOULDER (IF PRACTICALLY), VEHICLE #2 IN THE CLOSED LANE, AND VEHICLE #3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 6.0' X 3.0' IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCD.
- WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

MOBILE OPERATIONS ON TWO-LANE ROAD

NOTES:

- BEING PRACTICAL, AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN NOT BE DONE FREQUENTLY, AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
- THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS. PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AHEAD. WHENEVER ADEQUATE SIGHT DISTANCE IS MAINTAINED, PROTECTION VEHICLES SHOULD PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES THAT RESTRICT SIGHT DISTANCE.
- ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS AND THE PROTECTION VEHICLES SHALL BE EQUIPPED WITH THE HIGHEST INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SIGN. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
- VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 49" ABOVE THE PAVEMENT. PROTECTIONS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

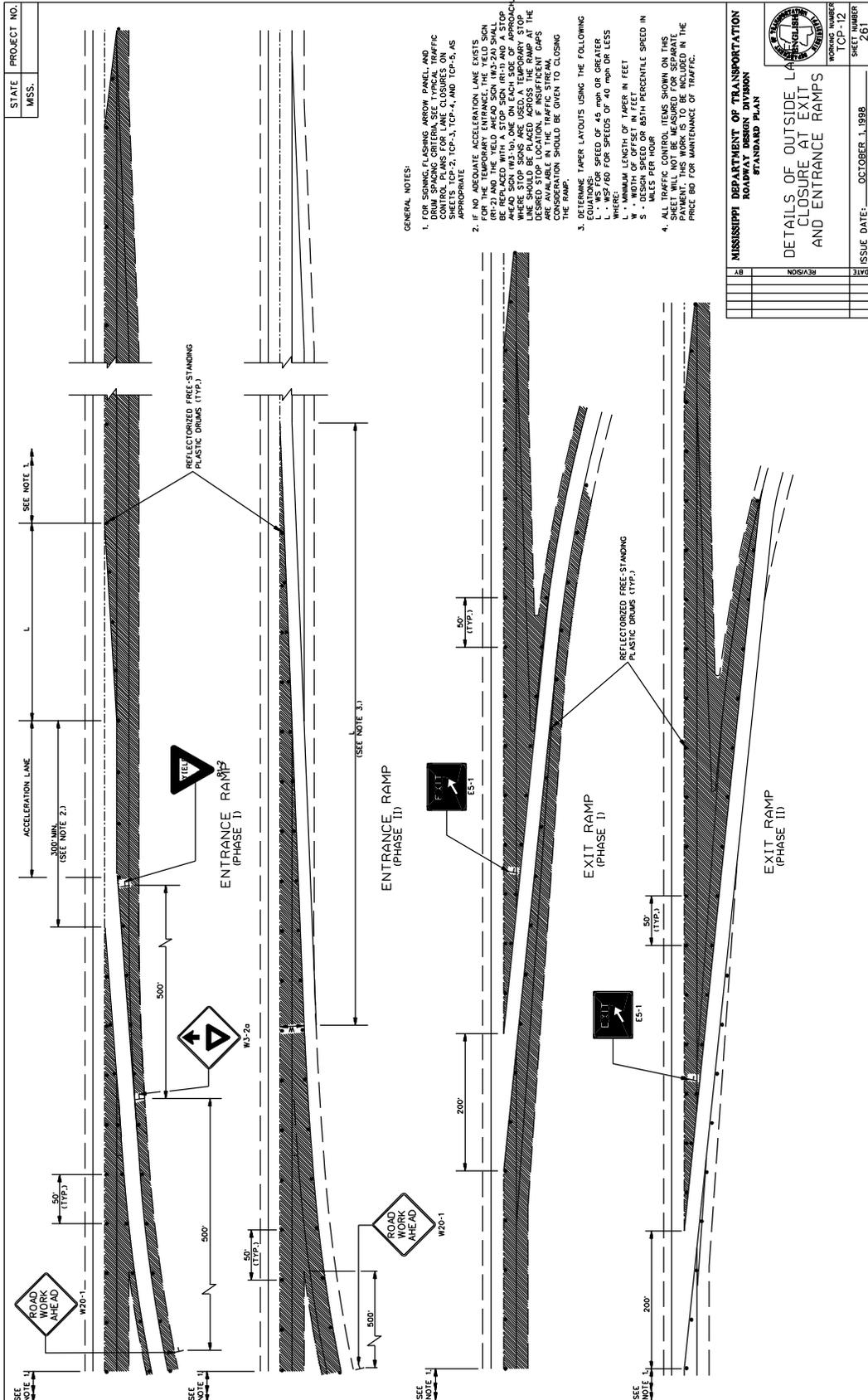
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**TRAFFIC CONTROL PLAN
MOBILE OPERATIONS
MULTILANE ROADS
AND TWO-LANE ROADS**

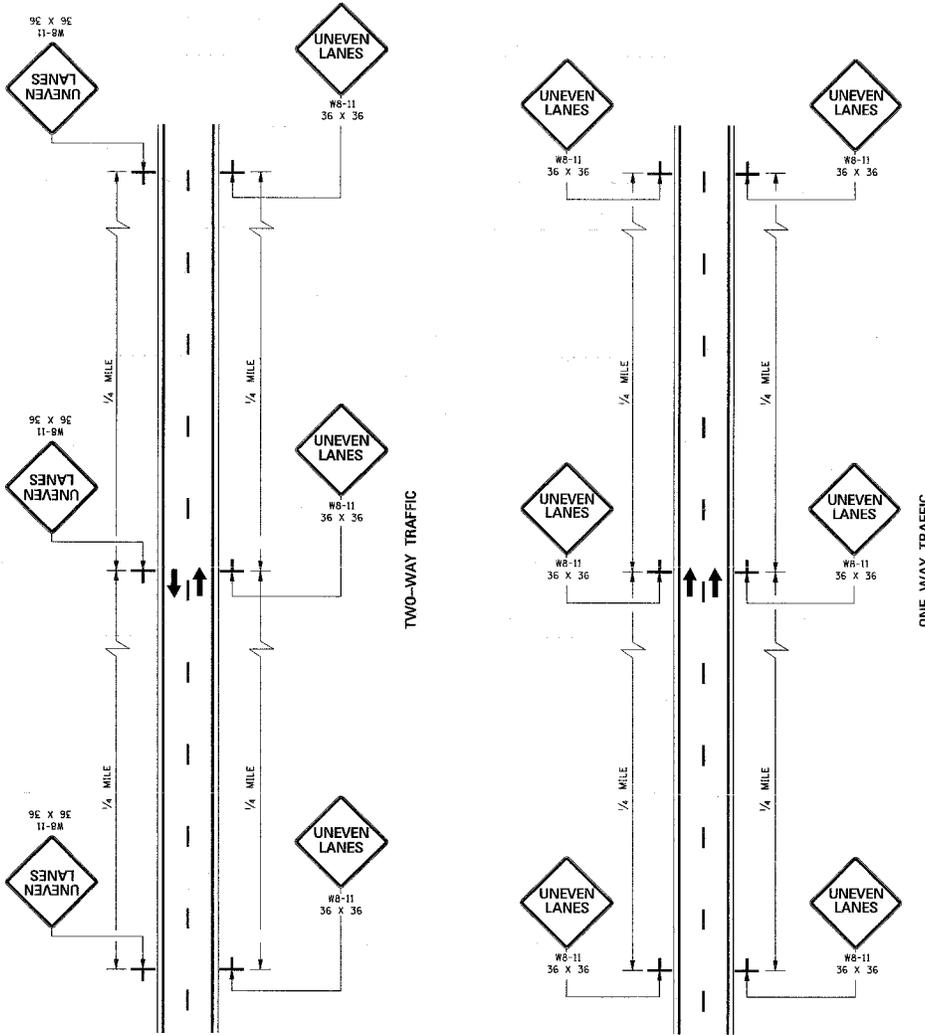
ISSUE DATE: OCTOBER 1, 1998

DESIGNED BY	REVISED BY
CHECKED BY	DATE
DATE	DATE
NO. SHEETS	NO. SHEETS
26	26
26-12	26-12

SCALE: AS SHOWN
DRAWN BY: J.P.L.
CHECKED BY: J.P.L.
DATE: OCTOBER 1, 1998



STATE	PROJECT NO.
MISS.	

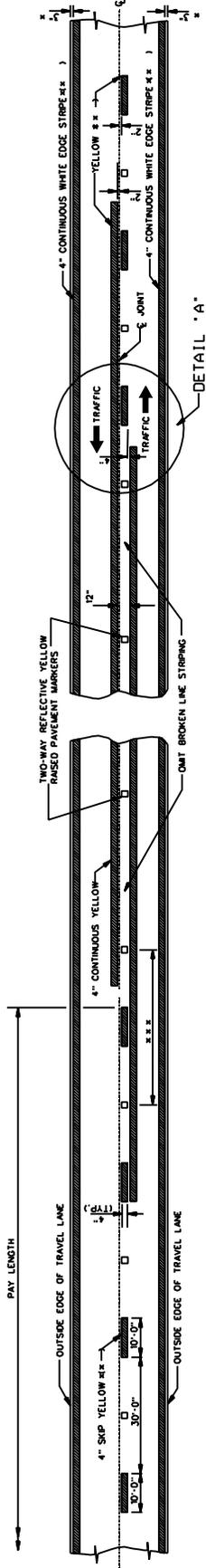


GENERAL NOTES:

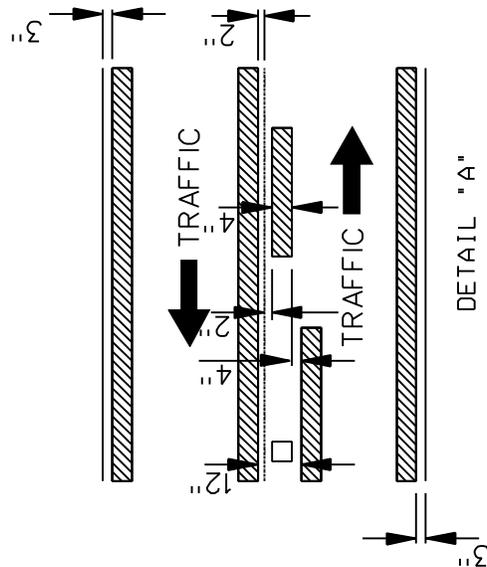
1. UNEVEN LANE LINE SIGNS SHALL BE EQUAL TO 1/2" NO. SIGNS REQUIRED.
 - A. IF GREATER THAN 1/2" AND LESS THAN OR EQUAL TO 2 1/4" PLACE SIGNS AS SHOWN ON THIS SHEET.
 - B. IF GREATER THAN 1/2" AND LESS THAN OR EQUAL TO 2 1/4" TRAFFIC SHOULD NOT BE ALLOWED TO CROSS UNEVEN LANE LINE.
 - C. IF GREATER THAN 2 1/4" TRAFFIC SHOULD NOT BE ALLOWED TO CROSS UNEVEN LANE LINE.
2. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.
3. THE W8-11 SIGNS SHALL BE SPACED AT 1/4-MILE INTERVALS THROUGHOUT UNEVEN LANE LINE LIMITS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			WORKING NUMBER CP-14
TRAFFIC CONTROL PLANS UNEVEN PAVEMENT DETAILS			SHEET NUMBER 263
DATE	ISSUE DATE:	OCTOBER 1, 1998	
BY	REVISION		

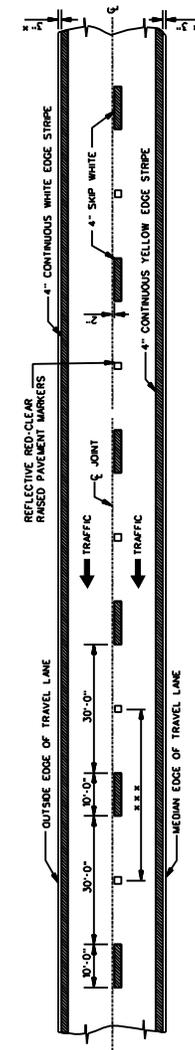
STATE PROJECT NO.
MISS.



TWO-WAY TRAFFIC
(ASPHALT OR CONCRETE PAVEMENT)



DETAIL "A"



4-LANE WITH ONE-WAY TRAFFIC



GENERAL NOTES:

- x 1. 3" UNLESS SHOWN ELSEWHERE ON THE PLANS.
 - ** 2. EDGE STRIPE SHALL BE SAME MATERIAL AS LANE LINE STRIPE (PAINT OR TAPE AS INDICATED IN PAY ITEMS).
 - *** 3. SPACING OF REFLECTIVE RAISED PAVEMENT MARKERS
- AS FOLLOWS:
- | TANGENT SECTIONS | URBAN AREA (11-11) | RURAL AREA (11-12) |
|--------------------|--------------------|--------------------|
| HORIZONTAL CURVES | 40'-0" | 80'-0" |
| INTERCHANGE LIMITS | 40'-0" | 140'-0" |
1. NOTE: ON THE MAIN FACILITY, REFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS ON A 40'-0" SPACING WILL BE REQUIRED ON LANE LINES THROUGH ALL INTERCHANGE AREAS BEGINNING 100' IN ADVANCE IN DIRECTION OF TRAFFIC OF THE EXIT RAMP AND ENDING 100' IN ADVANCE OF THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPE.
 4. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE RAISED PAVEMENT MARKERS AS LISTED IN THE MOOT "APPROVED SOURCES OF MATERIALS."
 5. REFLECTIVE RAISED PAVEMENT MARKERS TO BE USED & TEMPORARY MARKINGS ARE TO REMAIN IN PLACE OVER 3 MONTHS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

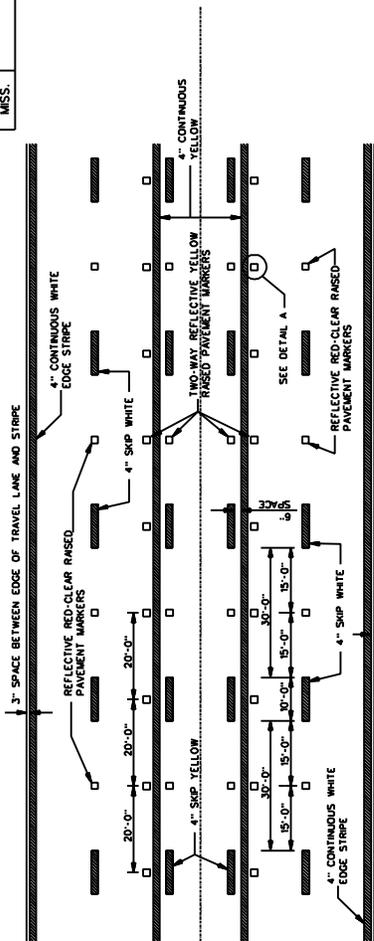
TEMPORARY STRIPING FOR
TRAFFIC CONTROL
2-LANE AND 4-LANE
DIVIDED HIGHWAYS

WORKING NUMBER
TCP-15

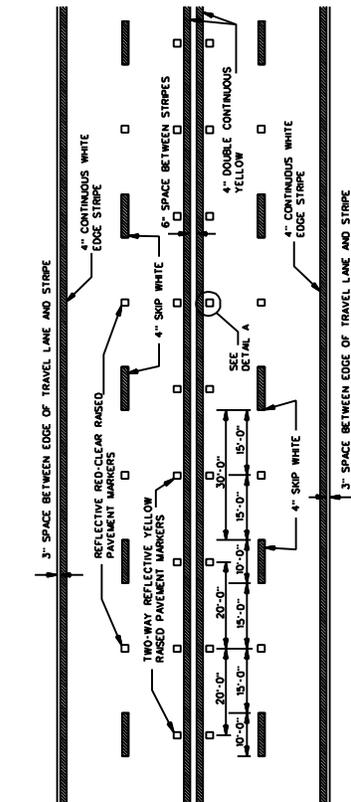
SHEET NUMBER
264

ISSUE DATE: DECEMBER 1, 1989

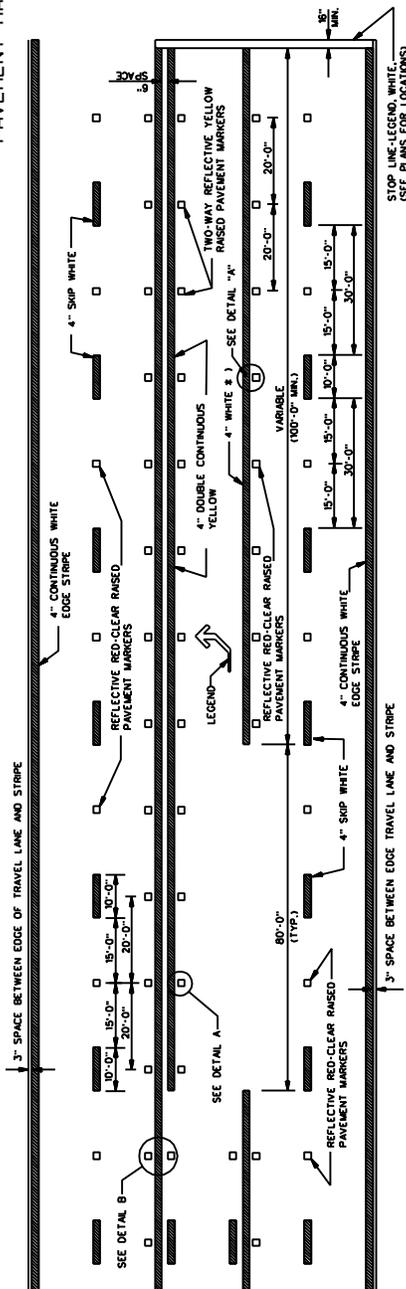
STATE	PROJECT NO.
MSS.	



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

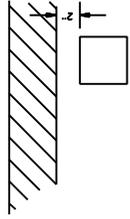


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

TYPICAL TWO-WAY ARROW INSTALLATION

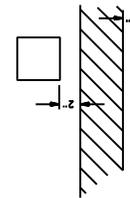
- NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
- 2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
- 3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50 TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250 O.C.).

DETAIL A
LATERAL PLACEMENT OF PAVEMENT MARKERS



- GENERAL NOTE:
1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RASSED PAVEMENT MARKERS AS LISTED IN THE MOST APPROVED SOURCES OF MATERIALS.
 2. REFLECTIVE RASSED PAVEMENT MARKERS TO BE USED IF TEMPORARY MARKERS ARE TO REMAIN IN PLACE OVER 3 MONTHS
 3. TEMPORARY TURN ARROW TO BE PAID FOR AS TEMPORARY TRAFFIC STRIPING LEGEND, ESTIMATED AT 10.9 SQ. FT. PER ARROW

DETAIL B
LATERAL PLACEMENT OF PAVEMENT MARKERS



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

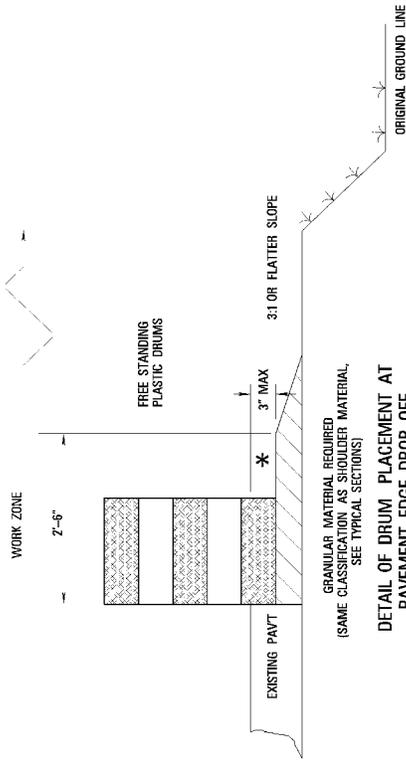
TYPICAL TWO-WAY ARROW INSTALLATION

- * NOTE: USE DETAIL STRIPING IF LENGTH > 150' AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TEMPORARY STRIPING FOR TRAFFIC CONTROL
4-LANE AND 5-LANE UNDIVIDED ROADWAYS

WORKING NUMBER: TSP-16
SHEET NUMBER: 265
ISSUE DATE: DECEMBER 1, 1999



GRANULAR MATERIAL REQUIRED
(SAME CLASSIFICATION AS SHOULDER MATERIAL,
SEE TYPICAL SECTIONS)

**DETAIL OF DRUM PLACEMENT AT
PAVEMENT EDGE DROP-OFF**

NOTES

- * A. PAVEMENT EDGE DROP-OFF
 1. IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750 ± 0.0).
 2. TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1/3 L, WHERE L IS THE TAPER LENGTH IN FEET)
 3. GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 3:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS/PANELS OR BARRICADES MAY BE USED.
 4. FOR TEMPORARY CONDITIONS DROP OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
 5. LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

- 1. TANGENTS = $2 \times S$
- 2. CURVES = $L \times W$
- WHERE $L = \frac{S^2}{W}$
- L = TAPER LENGTH IN FEET
- S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
- W = WIDTH OF OFFSET IN FEET

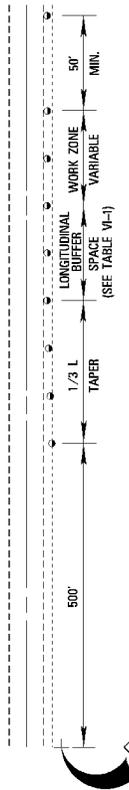
C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1 GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE

SPEED (MPH)	LENGTH (FEET)
20	25
25	35
30	45
35	55
40	65
45	75
50	85
55	95
60	105
65	115
70	125
75	135
80	145
85	155

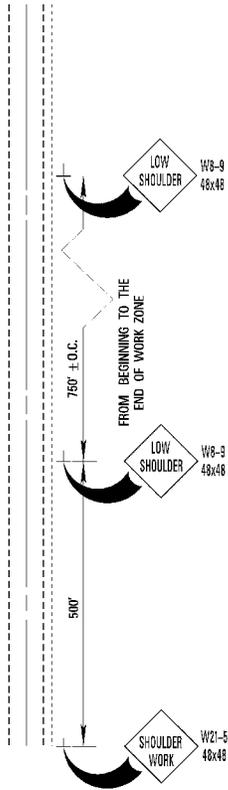
* POSTED SPEED OFF-PEAK 85 PERCENTILE SPEED
PRIOR TO WORK STARTING OR THE ANTICIPATED
GROUNDING SPEED IN MPH.

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



TYPICAL SHOULDER CLOSURE

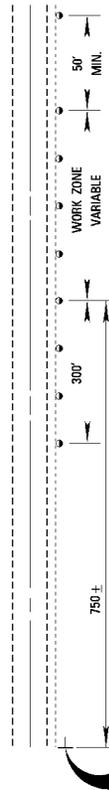
- (1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
- (2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCRUSHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.



TYPICAL SHOULDER WORK #1

(SEE NOTE A-1 THIS SHEET)

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



TYPICAL SHOULDER WORK #2

NOTE: WORK OUTSIDE THE (2) FOOT LIMIT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL DETAILS
DRUM PLACEMENT
AND
SHOULDER CLOSURE

PROJECT NO.:
COUNTY:

DATE: 08.28.82

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5266

DATE: 12/10/2015

The goal is 1 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website 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 ninth and tenth paragraphs under CONTRACT GOAL on page 3, and substitute the following.

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, to MDOT Contract Administration Division prior to bid opening, 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 to MDOT Contract Administration Division prior to bid opening, 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.

Delete subparagraphs (2) and (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 3rd business day after opening of the bids 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 include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

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

(5) OCR-485: Bidder must include **OCR-485 information with bid proposal** of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5266

CODE: (IS)

| DATE: 11/12/2014

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

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

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE

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

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

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

The percentage of the contract that is proposed for DBEs (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 3rd business day after opening of the bids.

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

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

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

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

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

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

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

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder’s execution of the signature portion of the proposal shall constitute execution of the following assurance:

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

DIRECTORY

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

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

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

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

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd 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.

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 of 1% or greater 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. This OCR-484 will be attached to the monthly estimate for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed or paid.
- (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).

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 or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment
- (4) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

DATE: 02/11/2015

SUBJECT: Traffic Control Devices

Bidders are advised of the following two changes regarding traffic control devices.

Flashing Arrow Panels

In Subsection 619.02.5 of the Standard Specifications, it states that flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD. The new MUTCD has changed this reference to Section 6F.61. Flashing arrow panels on this project must meet the requirements of Section 6F.61 of the latest MUTCD.

Type III Barricade Rails

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 3/4-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of 3/4-inch ACX plywood.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5556

CODE: (SP)

DATE: 05/27/2015

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the [System for Award Management](http://www.sam.gov) (<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 [System for Award Management](http://www.sam.gov).

Bidders are also advised that [prior to the award of this contract, they MUST be registered in the System for Award Management.](http://www.sam.gov)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5824

CODE: (SP)

DATE: 09/10/2015

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, CMS-2h, LD-7, CQS-1h, ETAC-H, and NTSS-1HM 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, CMS-2h	SS-1
LD-7, CQS-1h, ETAC-H, NTSS-1HM	CSS-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5866

CODE: (SP)

DATE: 10/28/2015

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 **weekly**. 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. 5896

CODE: (SP)

DATE: 12/01/2015

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 OCR-485 information will be completed by **ALL BIDDERS** submitting a bid proposal and **must be included in the bid proposal**. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6396

CODE: (SP)

DATE: 5/24/2016

SUBJECT: Contract Time

PROJECT: BR-9999-05(019) / 107019/3040 & 3041 -- Lauderdale & Newton Counties

The calendar date for completion of work to be performed by the Contractor for this project shall be **June 1, 2017** 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 **July 12, 2016** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **August 11, 2016**.

Should the Contractor request a Notice to Proceed earlier than **August 11, 2016** 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 -NOTICE TO BIDDERS NO. 6397

CODE: (SP)

DATE: 03/18/2016

SUBJECT: Scope of Work

PROJECT: BR-9999-05(019) / 107019/304 & 3041 -- Lauderdale & Newton Counties

The contract documents do not include an official set of construction plans but may, by reference, include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings". All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

Minor changes in detail of design or construction procedure may be authorized by the Director of Structures, State Bridge Engineer provided such changes will not be cause for contract price adjustment. Work for which no pay item is provided will not be paid for directly and shall therefore be considered an absorbed item of work.

It shall be the responsibility of the Contractor to protect existing structures from damage which might occur during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment will be made for replacement or repair of damaged items.

All details are based on the dimensions shown on the original plans for the existing structure. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a proper fit with the existing structure. The Contractor shall verify all dimensions of the existing structure prior to beginning work.

During construction, care shall be exercised to ensure that no debris falls into the roadway crossing below the structure. All debris, including any material that has accumulated on the bridge caps, shall become the property of the Contractor and shall be removed from the construction site.

Work on the project shall consist of the following:

Joint Repair & Sealing:

The joint repair shall include removal of all existing joint material, joint preparation, saw cutting, installation of the preformed joint seal and other necessary work per the included standard drawings or as directed by the Engineer. All concrete approach slab joints shall be sealed. If the bridge has an asphalt approach, the joint between the asphalt and concrete shall not be disturbed. Removal of all material associated with armor, sliding plate, or neoprene expansion joints shall be paid under Pay Item No. 202-B298, Removal of Existing Joint Material. Removal of material from all other joint types will not be paid directly and shall be considered an absorbed item of

work.

After the existing joint material has been removed, the joints shall then be saw cut as per the Joint Repair Standard Drawings. Saw cuts will be paid for under Pay Item No. 907-823-B001, Saw Cut, Type 1. The joints are then to be repaired, if necessary, with epoxy mortar or an approved equivalent. This work will be paid for under Pay Item No. 808-A001, Joint Preparation.

The joint shall then be sealed by one of the approved Manufacturers listed in Special Provision 907-823 and installed according to the Manufacturer's specifications.

For Bridge 13591, No. 121.9, the existing armor shall remain in place. The armor should be prepped for the seal under Pay Item No. 808-A001, Joint Preparation. The joints shall then be sealed by one of the approved Manufacturers listed in Special Provision 907-823 and installed according to the Manufacturer's specifications.

Cap Cleaning:

The surface of all caps shall be cleaned to the satisfaction of the Engineer and paid for under Pay Item No. 907-824-PP095, Bridge Repair, Cap Cleaning.

Bearing Replacements:

All bearings should be removed and replaced according to Neoprene Pad Bearing Assembly Details and Laminated Pad Bearing Assembly Details. All structural steel shall conform to A.S.T.M designation A709 grade 50. All steel shall be new. Extreme care shall be exercised in removing the existing bearing plates that are welded to the 3/4" anchor plates embedded in the prestressed beams. Existing anchor bolts shall be ground to 1/4" below the concrete surface and grouted with epoxy mortar.

The bottom of the existing anchor plates shall be finished smooth to accommodate the new steel plates and painted with approved encapsulating paint. All pack rust and scale within the designated areas shall be removed by using small hand tools, mechanical process, or needle gun. All areas required to be painted containing grease films after the initial cleaning shall be cleaned with a biodegradable solvent. All debris removed from the existing structure shall become property of the Contractor and shall be disposed of properly. The Contractor shall provide technical data for the proposed encapsulating paint to be used on this project to the Director of Structures, State Bridge Engineer through the Project Engineer for approval. New paint shall be applied by hand, with either a brush or roller.

After the pads are vulcanized to the new steel plate, the new steel plate shall be cleaned and painted with one shop coat of inorganic zinc, one field intermediate coat of acrylic latex, and one field top coat of acrylic latex per Section 814 of the Specifications.

The Contractor shall verify all dimensions of the existing structure prior to beginning work. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a

proper fit with the existing structure.

The Contractor shall provide adequate bracing and jacking arrangements as required to replace the existing bearings. The beam end shall only be raised to ¼” from its original position. Traffic shall be maintained on the bridge during the duration of the repair.

The Contractor shall employ the service of a Mississippi Registered Professional Engineer who is knowledgeable in the field of Bridge Design. A complete set of bracing and jacking arrangement plans along with design calculations shall be submitted to the Director of Structures, State Bridge Engineer through the Project Engineer for review prior to construction and shall bear the design engineer’s seal.

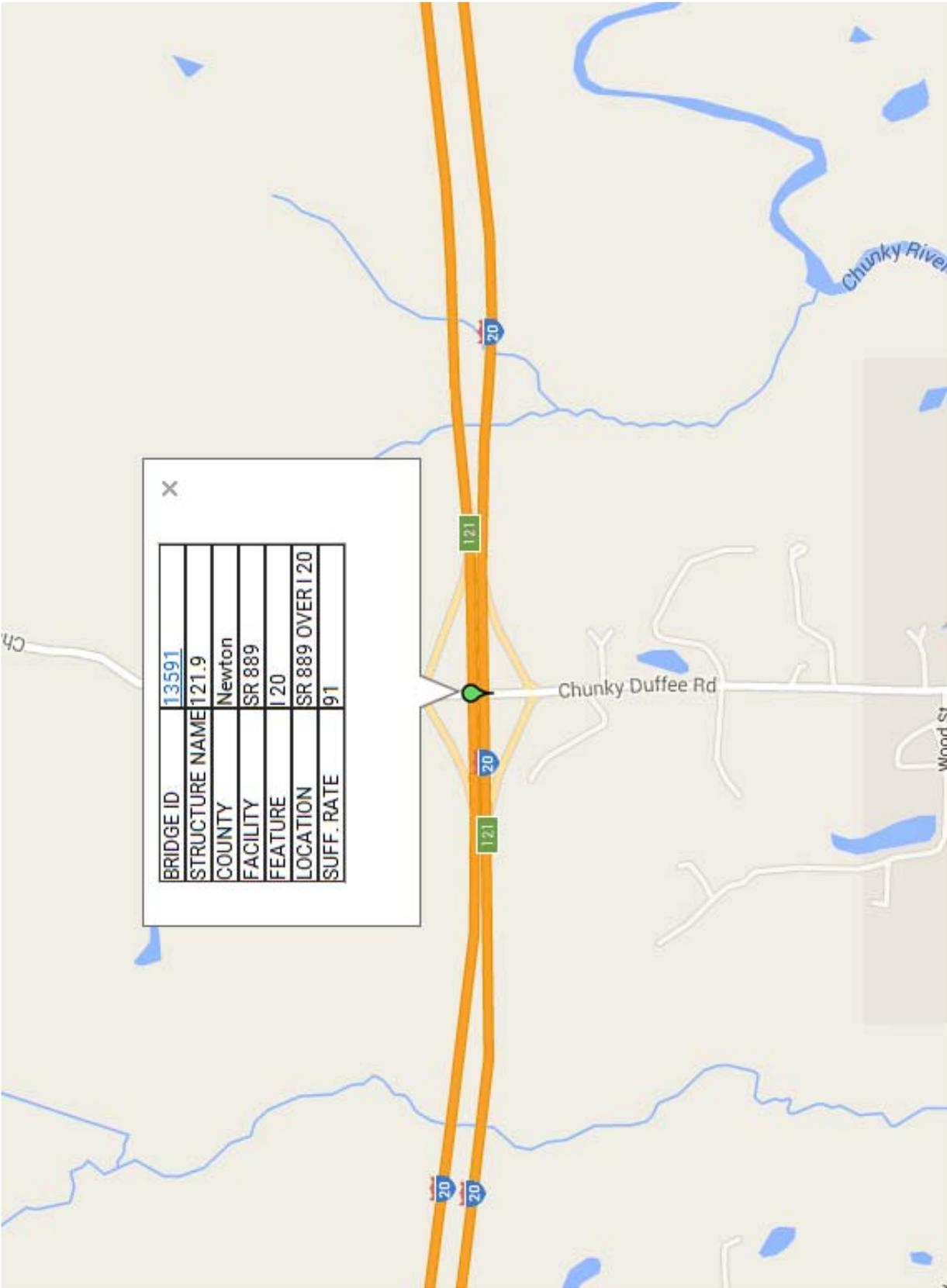
Jacks shall be coupled to a common manifold. Jacking point shall be under the bottom flange of the beam at the bent and no jacking points will be allowed under any diaphragm or bay. After the beam is raised into position, temporary blocking shall be provided to secure the beam in this position while work is being performed. Temporary blocking points shall be under the bottom flange of the beam at the bent and no temporary blocking will be allowed under any diaphragm or bay.

Any damage to the bridge resulting from uneven or improper jacking shall be repaired by the Contractor at no additional cost to the State.

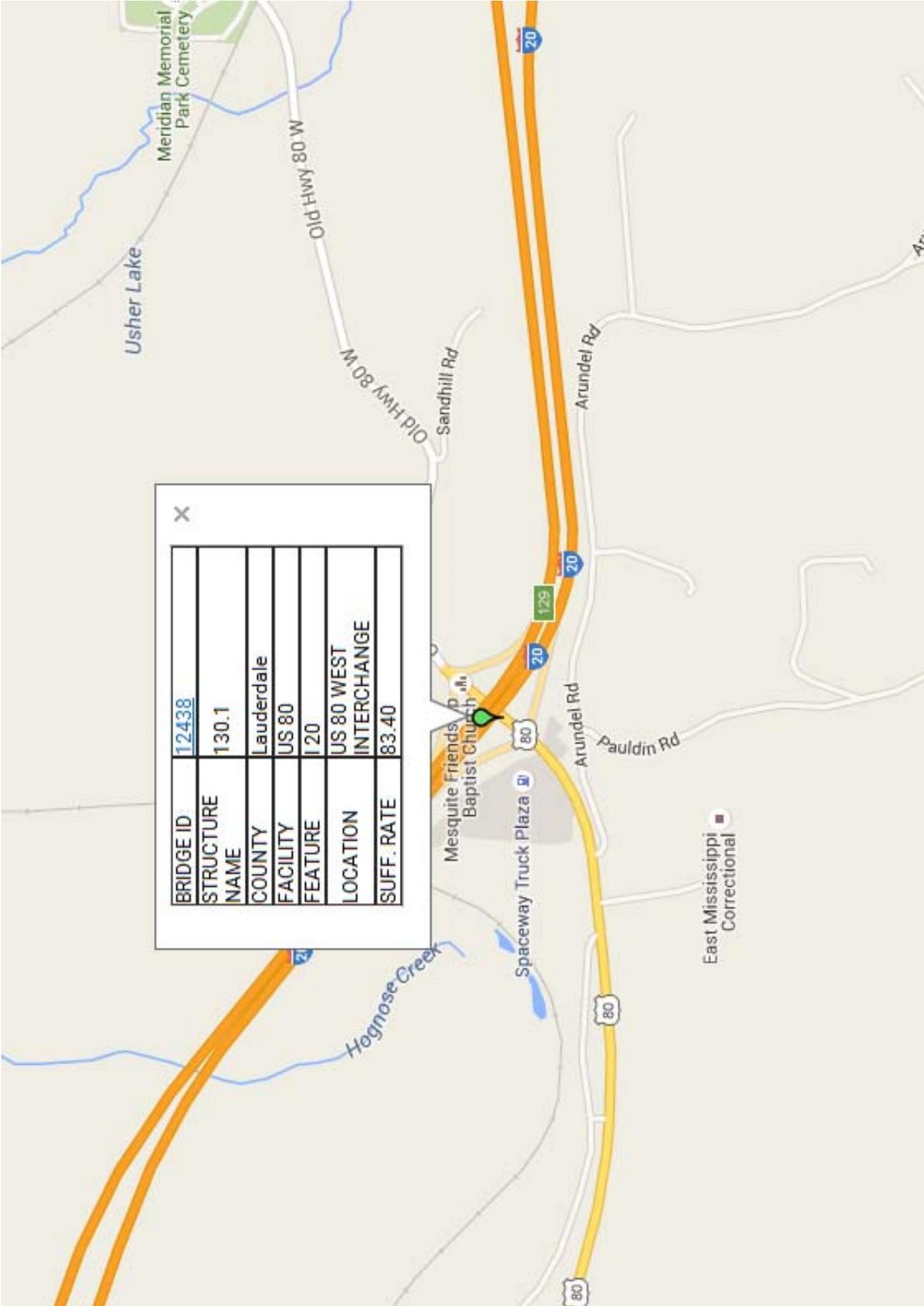
Payment for this work shall be made under Pay Item No. 907-824-PP095, Bridge Repair, Bearing Replacement.

Traffic Control Plan

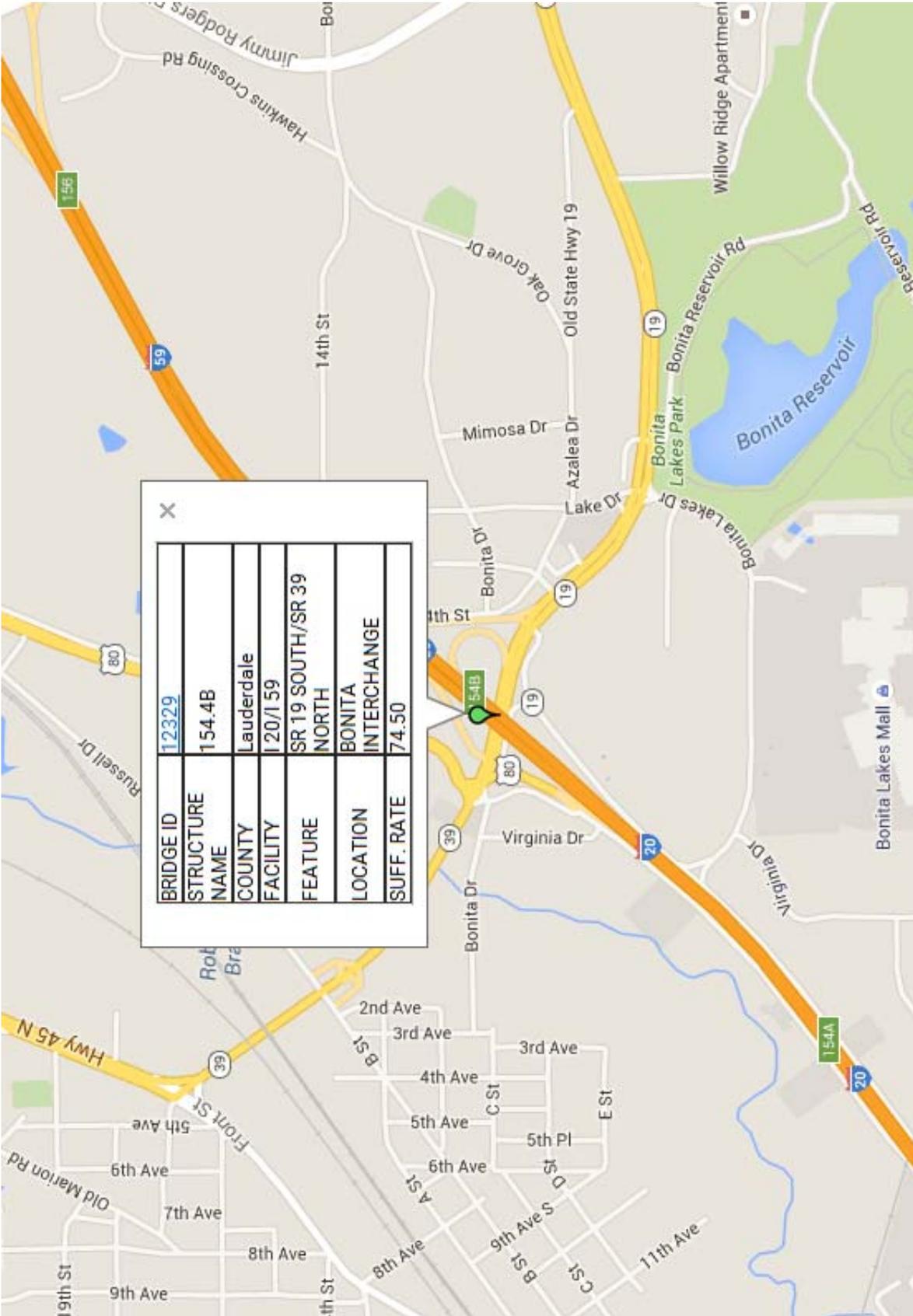
The Contractor shall erect and maintain construction signing and provide all signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost is to be included in the price bid for Pay Item No. 907-618-A, Maintenance of Traffic, unless shown on the Construction Signing Schedule. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated in the plans to be black legend and border on white background. Standard roadside construction signs and barricades will be paid for using the appropriate pay items.



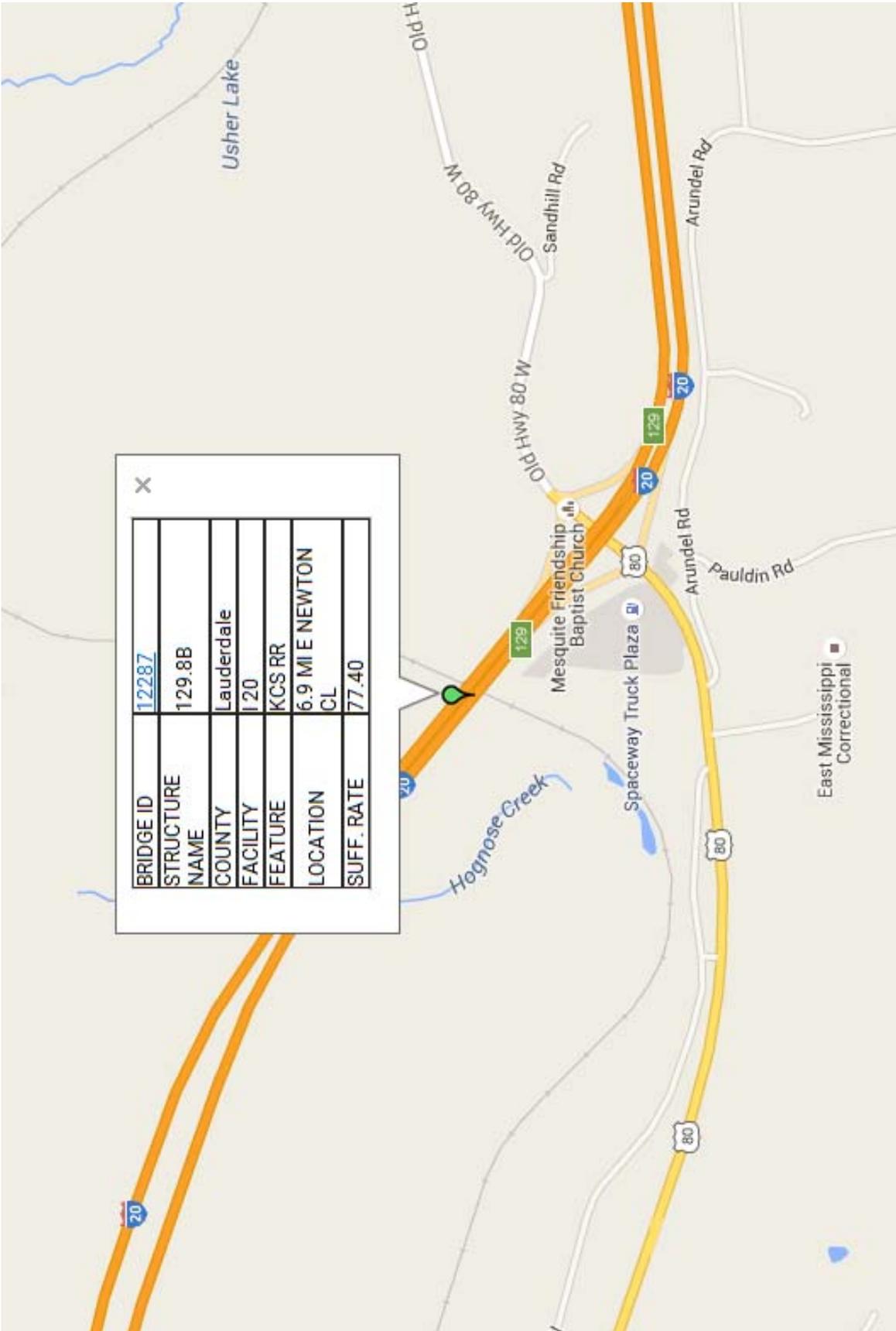
BR-9999-05(019) 107019/304100
Bridge 121.9 – Newton County



BR-9999-05(019) 107019/304000
Bridge 130.1 – Lauderdale County

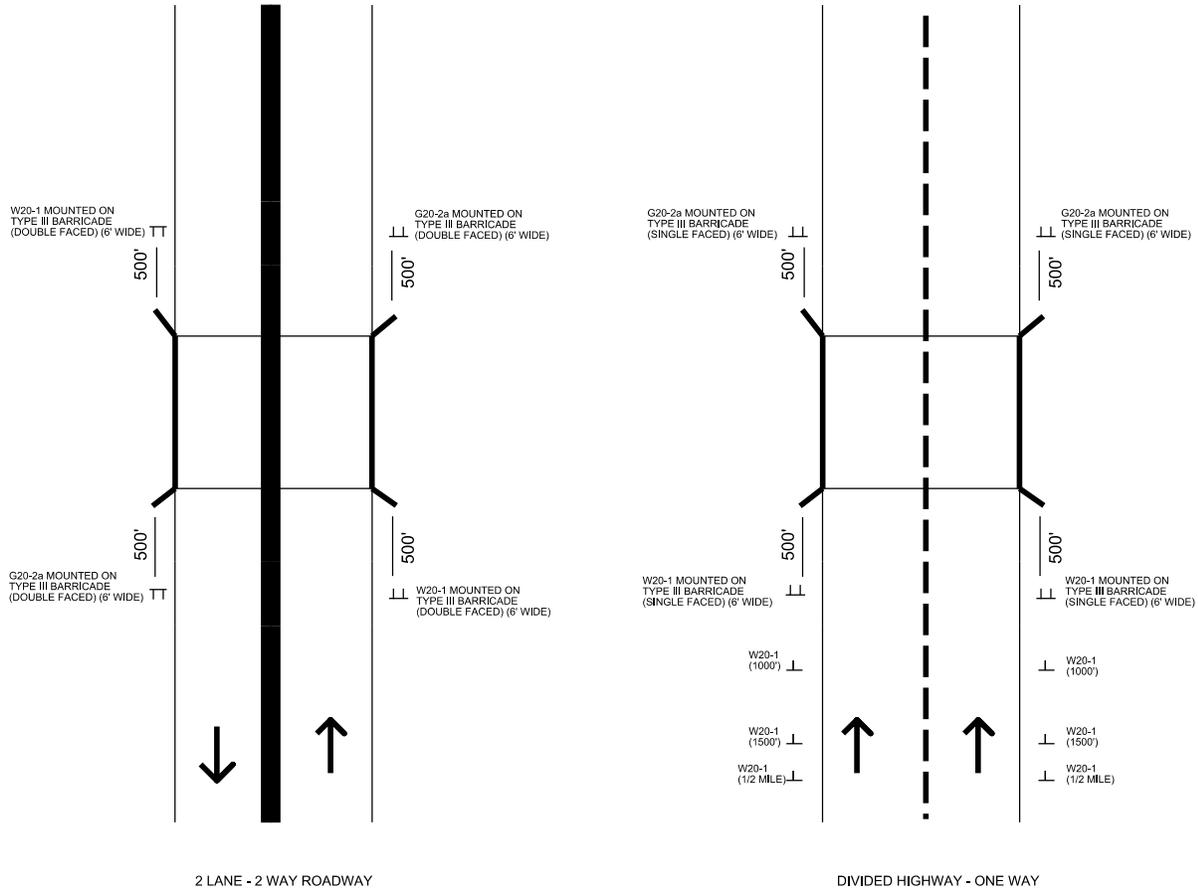


BR-9999-05(019) 107019/304000
Bridges 154.4 A & B – Lauderdale County



BR-9999-05(019) 107019/304000
Bridge 129.8B – Lauderdale County

Typical Construction Signing Detail



G20-2a (48" x 24")
W20-1 (48" x 48")

Pay Item Number	Total Quantity
619-D1001	152 SF
619-D2001	880 SF
619-G4001	144 LF
619-G4005	84 LF

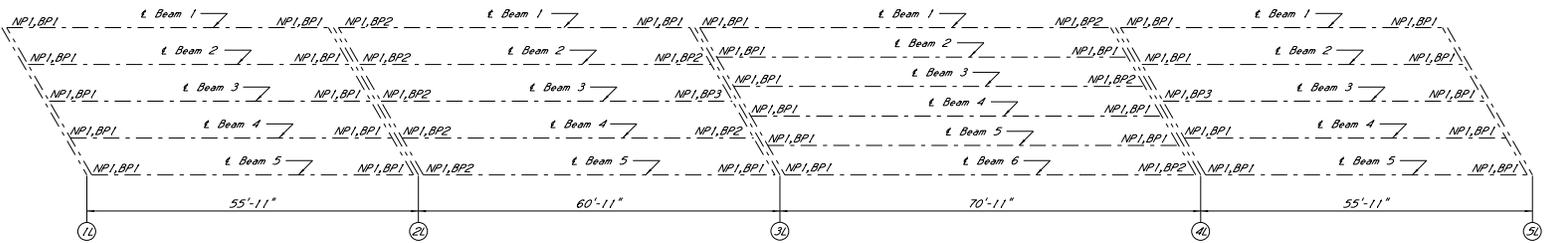
The Divided Highway - One Way detail is to be used at any bridge location that is on or over the Interstate.

The signs used in the Eastbound lane for Bridge 130.1 should extend far enough to include Bridge 129.8B.

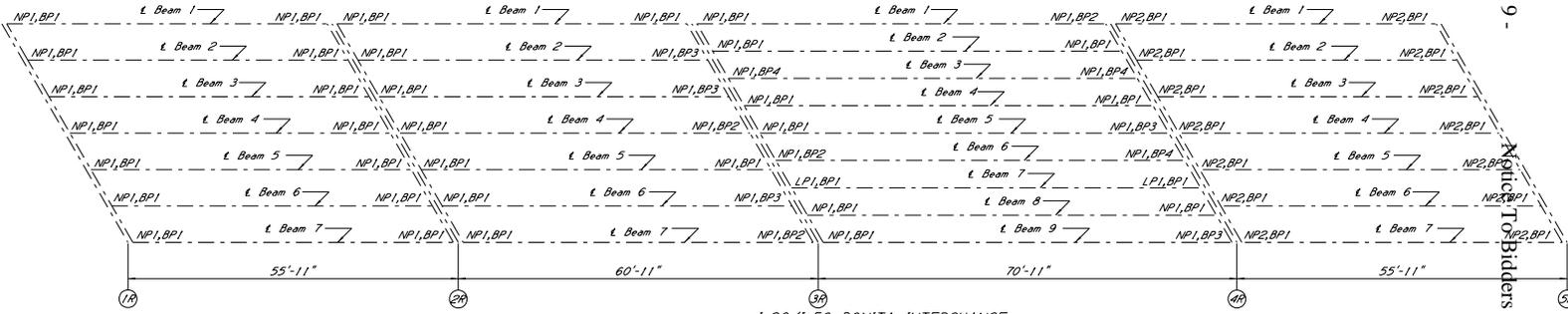
For all bridges on non-Interstate routes, use the detail as shown for 2 Lane - 2 Way Roadway.

For the under-pass (SR39) at Bridges 154.4A and 154.4B, use the 2 Lane - 2 Way Roadway Detail. Additional signage will be required in the raised median west of I-20/59 or as directed by the Engineer.

All other traffic control signs and devices will be paid for under Pay Item 618-A001, Maintenance of Traffic, as directed by the Engineer.

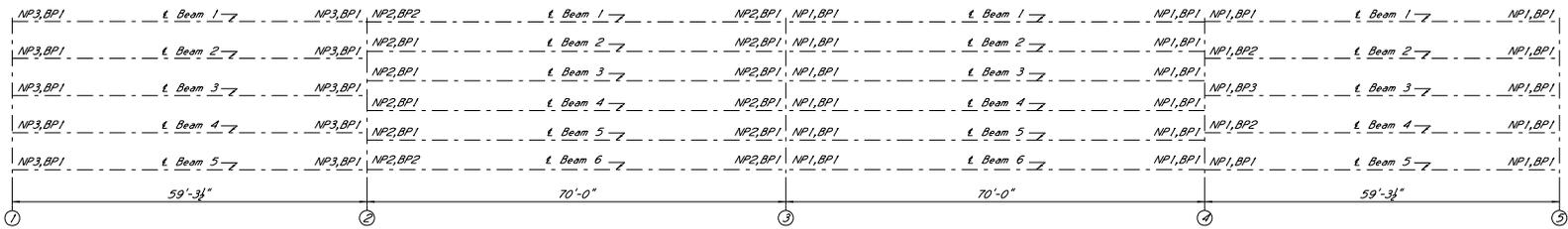


1-20/1-59 BONITA INTERCHANGE
 SR 19 SOUTH/SR 39 NORTH
 BRIDGE 154.4A - 12328
 Showing placement of neoprene pads and bearing plates - bents numbered from West to East.



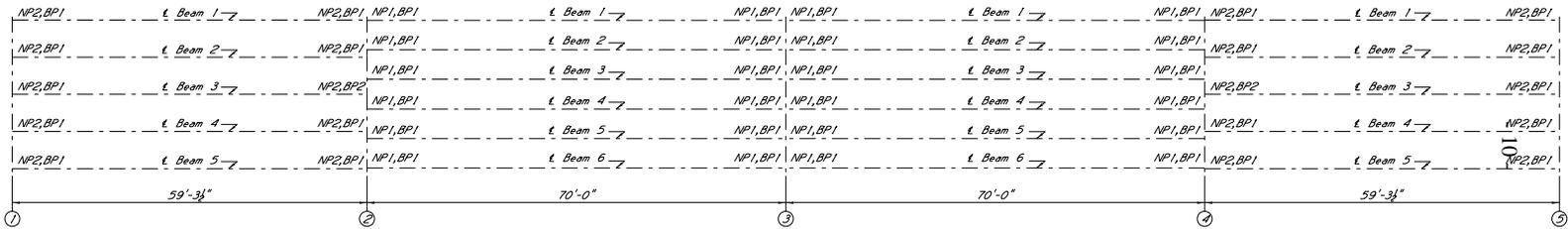
1-20/1-59 BONITA INTERCHANGE
 SR 19 SOUTH/SR 39 NORTH
 BRIDGE 154.4B - 12329
 Showing placement of neoprene pads, laminated pads, and bearing plates - bents numbered from West to East.

- 9 -
 Agency To Bidders No. 6397 -- Cont'd.



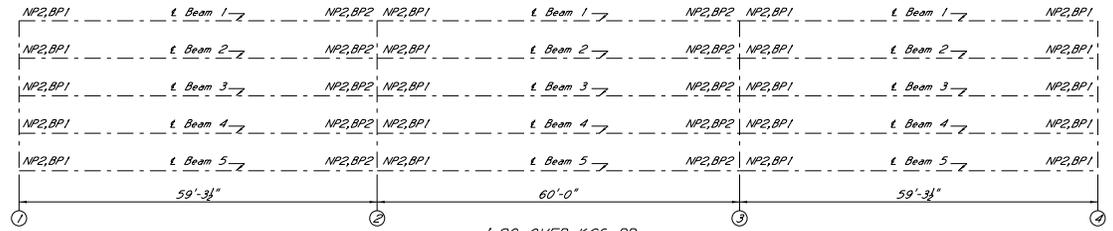
US 80 WEST INTERCHANGE I-20
BRIDGE 130.1 - 12438

Showing placement of neoprene pads and bearing plates - bents numbered from South to North.



SR 889 OVER I-20
BRIDGE 121.9 - 13591

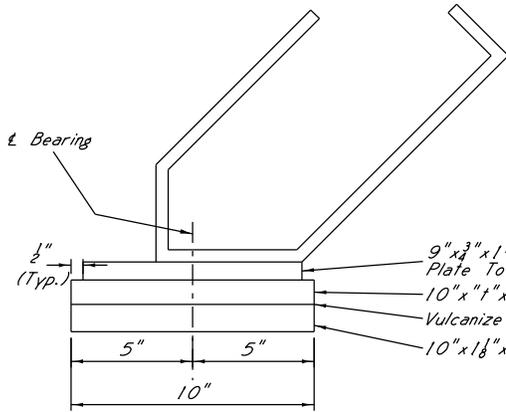
Showing placement of neoprene pads and bearing plates - bents numbered from West to East.



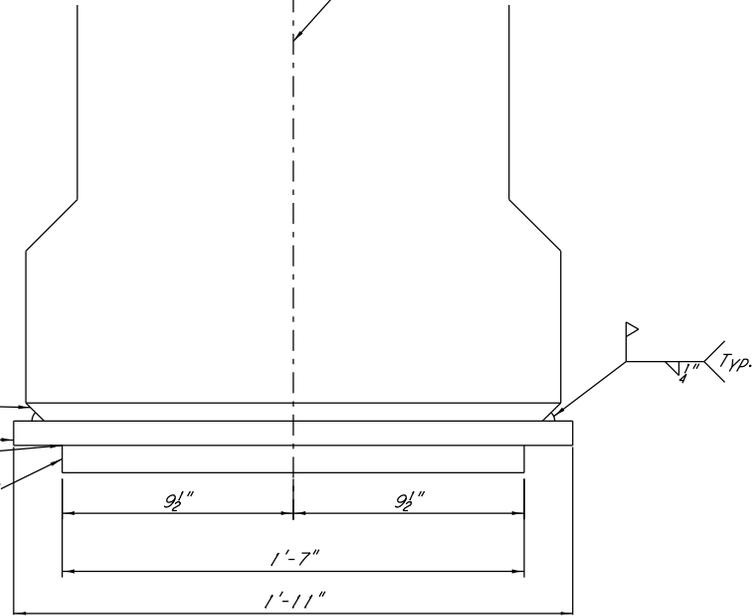
I-20 OVER KCS RR
BRIDGE 129.8 - 12287

Showing placement of neoprene pads and bearing plates - bents numbered from West to East.

Notice To Bidders No. 6397 -- Cont'd.

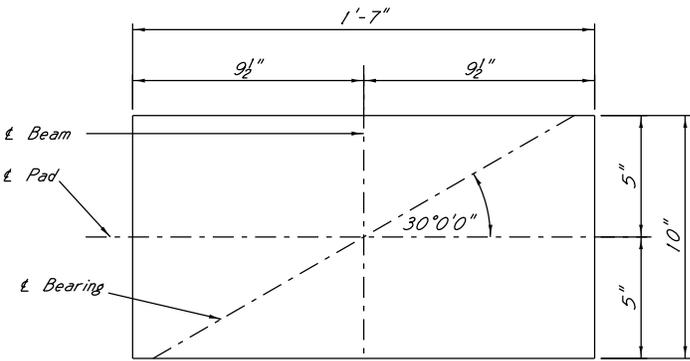


SIDE ELEVATION

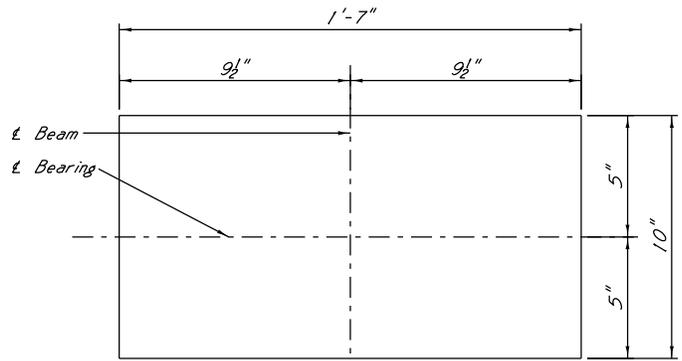


END ELEVATION

NEOPRENE PAD BEARING ASSEMBLY DETAILS

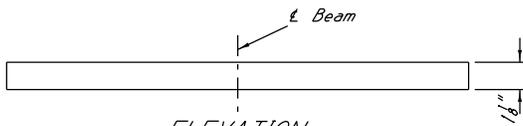


PLAN

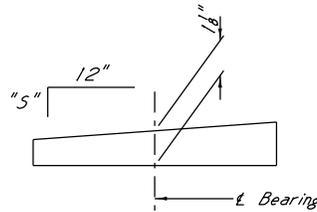


PLAN

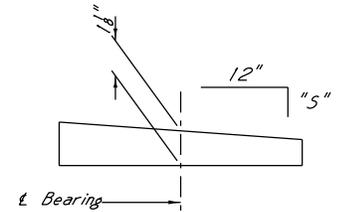
Bearing placement for bridges 154.4A & 154.4B.



ELEVATION
(For Neoprene Pad NP1)



ELEVATION



ELEVATION

Side elevation of bevelled neoprene pads
Increasing stationing

Slope direction is for beams in:
Spans 1 & 2 of Bridge 130.1
Span 1 of Bridge 121.9.

Side elevation of bevelled neoprene pads
Increasing stationing

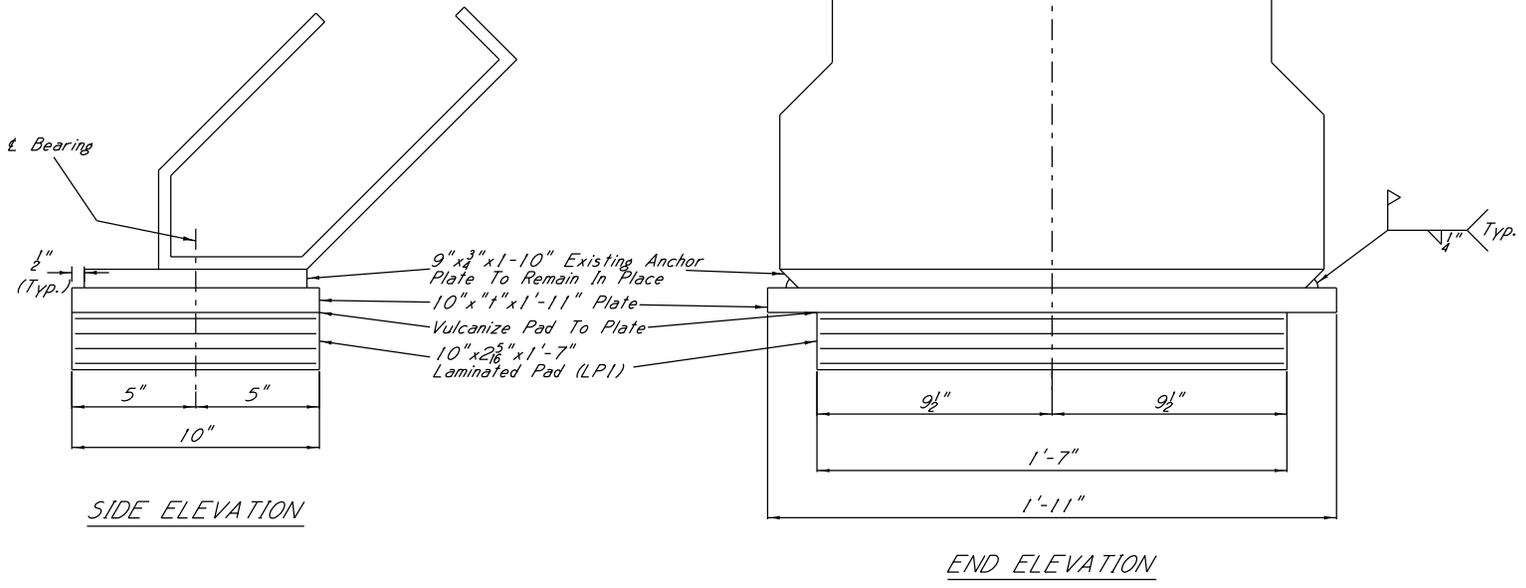
Slope direction is for beams in:
Span 4 of Bridge 154.4B
Span 4 of Bridge 121.9
Spans 1, 2, & 3 of Bridge 129.8.

NOTE:

For neoprene pad and bearing plate thicknesses, see next sheet.

NEOPRENE PAD (NP1, NP2, & NP3) DETAILS

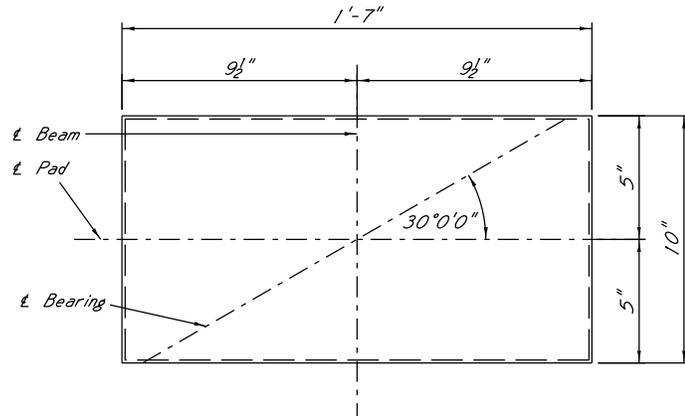
In no case shall neoprene pads be field cut.
Bearing area on top of cap shall be cast
smooth and true to grade.



LAMINATED PAD BEARING ASSEMBLY DETAILS

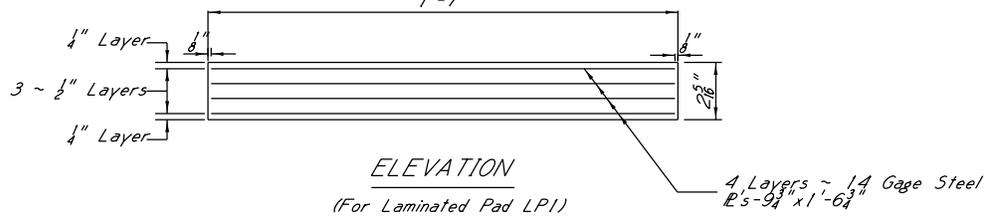
NEOPRENE PAD DIMENSIONS				
Mark	Thick.	Comp. Thk.	"5"	Count
NP1	1 1/8"	1/16"	X	132
NP2	1 1/8"	1/16"	8"	76
NP3	1 1/8"	1/16"	4"	10
LP1	2 3/16"	2 1/4"	X	2

BEARING PLATE DIMENSIONS		
Mark	"t"	Count
BP1	1"	179
BP2	1 1/4"	30
BP3	1 1/2"	8
BP4	1 3/4"	3



PLAN

Bearing placement for bridge 154.4B.



ELEVATION

(For Laminated Pad LP1)

LAMINATED PAD (LP1) DETAILS

Testing procedures shall be in accordance with Section 714.10.6 of the specifications. Elastomer shall have a hardness of 50 durometer with a minimum shear modulus at 73°F of 0.95 ksi and a maximum shear modulus at 73°F of 0.130 ksi. Bearing area on top of cap shall be cast smooth and true to grade.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6398

DATE: 05/31/2016

SUBJECT: Specialty Items

PROJECT: BR-9999-05(019) / 107019304 & BR-9999-05(019) / 107019304 - LAUDERDALE

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

CATEGORY: RIPRAP, MAILBOXES

Line No	Pay Item	Description
0050	907-618-A001	Maintenance of Traffic

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0010	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001	Barricades, Type III, Single Faced
0040	619-G4005	Barricades, Type III, Double Faced

General Decision Number: MS160200 01/08/2016 MS200

Superseded General Decision Number: MS20150200

State: Mississippi

Construction Type: Highway

County: Lauderdale County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ELEC0917-006 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 24.05	8.63

SUMS2010-019 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.12	0.00
CARPENTER, Excludes Form Work....	\$ 14.21	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.69	0.00
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 11.50	0.00
INSTALLER - GUARDRAIL.....	\$ 11.68	0.00
INSTALLER - SIGN.....	\$ 12.32	0.00
IRONWORKER, REINFORCING.....	\$ 13.50	0.00
LABORER: Asphalt, Includes		
Raker, Shoveler, Spreader and		
Distributor.....	\$ 11.20	0.00

LABORER: Common or General.....	\$ 10.30	0.00
LABORER: Flagger.....	\$ 10.00	0.00
LABORER: Grade Checker.....	\$ 13.56	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.30	0.00
LABORER: Pipelayer.....	\$ 11.22	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.28	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.33	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.80	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 14.41	0.00
OPERATOR: Concrete Saw.....	\$ 14.37	0.00
OPERATOR: Crane.....	\$ 21.74	0.00
OPERATOR: Distributor.....	\$ 11.63	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.50	0.00
OPERATOR: Loader.....	\$ 15.01	0.00
OPERATOR: Mechanic.....	\$ 15.08	0.00
OPERATOR: Milling Machine.....	\$ 14.84	0.00
OPERATOR: Mixer.....	\$ 12.42	0.00
OPERATOR: Oiler.....	\$ 13.16	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.84	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.22	0.00
OPERATOR: Scraper.....	\$ 13.34	0.00
OPERATOR: Tractor.....	\$ 12.92	0.00
OPERATOR: Trencher.....	\$ 13.75	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 12.34	0.00

TRUCK DRIVER: Flatbed Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.93	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.63	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.96	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50	0.00

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

=====

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

General Decision Number: MS160209 01/08/2016 MS209

Superseded General Decision Number: MS20150209

State: Mississippi

Construction Type: Highway

County: Newton County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ELEC0917-006 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 24.05	8.63

SUMS2010-028 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.96	0.00
CARPENTER, Excludes Form Work....	\$ 14.21	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.57	0.00
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 11.44	0.00
INSTALLER - GUARDRAIL.....	\$ 11.68	0.00
INSTALLER - SIGN.....	\$ 12.08	0.00
IRONWORKER, REINFORCING.....	\$ 15.28	0.00
LABORER: Asphalt, Includes		
Raker, Shoveler, Spreader and		
Distributor.....	\$ 10.68	0.00

LABORER: Common or General.....	\$ 10.19	0.00
LABORER: Flagger.....	\$ 10.00	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.30	0.00
LABORER: Pipelayer.....	\$ 12.27	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.69	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.33	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.74	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 14.23	0.00
OPERATOR: Concrete Saw.....	\$ 13.92	0.00
OPERATOR: Crane.....	\$ 20.10	0.00
OPERATOR: Distributor.....	\$ 12.00	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 15.13	0.00
OPERATOR: Loader.....	\$ 14.31	0.00
OPERATOR: Mechanic.....	\$ 16.25	0.00
OPERATOR: Milling Machine.....	\$ 14.96	0.00
OPERATOR: Mixer.....	\$ 12.42	0.00
OPERATOR: Oiler.....	\$ 13.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.13	0.00
OPERATOR: Scraper.....	\$ 12.00	0.00
OPERATOR: Tractor.....	\$ 9.41	0.00
OPERATOR: Trencher.....	\$ 13.75	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 12.34	0.00

TRUCK DRIVER: Flatbed Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.15	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 9.63	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 10.68	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50	0.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

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.

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.-FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adams, Amite, Wilkinson ----- 30.4

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

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

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

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

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

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

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

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. 907-102-12

CODE: (SP)

DATE: 11/18/2015

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 Subsection 102.06 on pages 17 thru 19 and substitute the following.

907-102.06--Preparation of Proposal. MDOT will receive bids for construction projects online using the Bid Express Service (BIDX).

The Bidder's complete proposal (Certification of Performance, Certification Regarding Non-Collusion, etc.) will be submitted to MDOT electronically via the Bid Express Service no later than the day and at the time bids are to be received. Bidders will be responsible for joining Bid Express and getting all necessary clearances and a digital ID in sufficient time for Bid Express to submit their bid.

Bid Express files shall be downloaded from <http://www.bidx.com>. Bidders are to select Mississippi Department of Transportation under the U.S. AGENCY drop down menu and select the desired project. After completing all necessary data, the Bidders shall submit their bid to Bid Express in sufficient time for the bid to be properly sent to MDOT.

Bids submitted via the Bid Express Service will constitute the official bid and shall be digitally signed and delivered to the Department by the Bid Express Service.

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

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

When the bid schedule contains a fixed contract unit price (FCP) for an item, this price shall be the contract unit price for the item and no alteration shall be made by the bidder.

When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate the choice in accordance with the INSTRUCTION TO BIDDERS in Section 905 - Proposal; reference is made to Alternate Designs, Alternate Items, and Optional Items as defined in

Subsection 101.02.

Where the bid schedule lists alternate designs or alternate items, the one alternate bid shall be designated by bidding only that alternate, and thereafter no further choice will be permitted.

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

Each proposal issued will contain a Certification regarding debarment, suspension, and other responsibility matters to be completed by the bidder. The Certification must be sworn to and shall be under penalty of perjury and bidders are cautioned to read and understand its contents in entirety before digitally signing the bid.

The Contractor shall provide immediate written notice to the Contract Administration Engineer Division at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

The bidder's proposal must be digitally signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State. If the proposal is made by an individual, the individual's name and address must be shown; by a partnership, the name and address of each partnership member must be shown; as a joint venture, the name and address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The address stated on the proposal shall be the bidder's permanent address until changed by written notice to the Executive Director. All notices provided for in the contract shall be considered as delivered to the Contractor when mailed or delivered to such address.

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 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.

907-102.09--Delivery of Proposals. Delete the paragraph under Subsection 102.09 on page 20,

and substitute the following.

Unless otherwise specified, each proposal shall be submitted online using the Bid Express service. Proposal Forms are non-transferable and no name or names of interested parties may be shown other than those to whom the proposal was issued. All proposals shall be submitted to Bid Express prior to the time and place specified in the Notice to Contractors and on the Bid Express website.

907-102.10--Withdrawal or Revision of Proposals. Delete the paragraph under Subsection 102.10 on page 20, and substitute the following.

A bidder may withdraw or revise a proposal after it has been submitted to Bid Express any time prior to the time set for opening proposals.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

| DATE: 07/22/2015

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. 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

| SPECIAL PROVISION NO. 907-104-6

CODE: (SP)

| DATE: 11/20/2014

SUBJECT: Partnering Process

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

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

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

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

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

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

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

| FORMAL PARTNERING:

| This partnership will be bilateral in make-up, and participation will be **required by both MDOT and the Contractor**. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

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

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

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

INFORMAL PARTNERING:

If the Contractor and MDOT does not choose to have a Formal Partnering process or the contract does not require a Mandatory Formal Partnering process, an informal partnering meeting shall be conducted on at least a monthly basis. It will be mandatory that the Project Engineer and Project Superintendent attend the meeting. It is recommended that MDOT Inspectors, foremen, and other project managers attend the meeting.

The Project Engineer will be responsible for taking minute of the meeting. As soon as practical after the meeting, the Engineer will send a copy of the minutes of the meeting to the Contractor, District Construction Engineer, and State Construction Engineer. The Contractor will have 30 days to dispute the contents of the minutes or they will become an official record of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

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.

907-105.04--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.

907-105.05--Cooperation by Contractor. Delete Subsection 105.05 on page 35 and substitute the following.

907-105.05--Cooperation by Contractor. The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

907-105.05.2--Certified Erosion Control Person. On projects that require an erosion control plan, 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.

907-105.16--Acceptance. Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

907-105.16.2--Partial Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

907-105.16.3--Final Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

907-105.16.4.--Final Acceptance of a Project. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

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. 907-108-38

CODE: (SP)

DATE: 04/18/2016

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. On working day projects, the Department will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

On completion date projects which include A + B projects, 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.

On projects using A + C bidding, 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 Contractor prepared progress schedules and approve schedules as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule 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.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the Department shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

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--Based on Working Day Completion.

907-108.06.1.1--General. Contract Time will be established on the basis of an allowable number of Working Days, as indicated in the contract. A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs (a) and (b), except during the months of December, January, and February.

During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places (0.000)

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".

907-108.06.1.2--Contract Time. The following TABLE OF ANTICIPATED WORKING DAYS indicates an average/anticipated number of working days per month.

TABLE OF ANTICIPATED WORKING DAYS

Month	Working 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

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

On projects other than A + C projects, available working 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. On A + C projects, available working days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, or the earlier Notice to Proceed/Beginning of Contract Time date if an early Notice to Proceed is allowed.

Available working 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 working 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 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, and

(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 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.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed 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 working days assessed to-date on Form CSD-765 to the total allowable working 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.

907-108.06.1.3--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.

An extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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 Working 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.

Any extension of contract time will be on a working day basis.

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.

If the contract time 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 907-108.07 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.

907-108.06.1.4--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.

907-108.06.2--Based on Specified Completion Date.

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

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be between the date of the Beginning of Contract Time and the Specified Completion Date indicated in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Beginning of Contract Time and the date representing the number of Calendar Days determined by the Contractor to complete the work.

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.

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

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

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

907-108.06.2.2--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.

On all completion date contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named

tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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.

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time 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 907-108.07 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.

907-108.06.2.3--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

| DATE: 09/10/2015

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. 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%, **which also includes tax and bond.**

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:

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

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

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in 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, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

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.

907-109.06.2--Advancement on Materials. Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

907-109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

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

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

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

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

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."

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. 907-110-2**

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 PROVISIONS NO. 907-823-9

CODE: (SP)

DATE: 04/05/2016

SUBJECT: **Preformed Joint Seal**

Section 907-823, Preformed Joint Seal, is hereby added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-823--PREFORMED JOINT SEAL

907-823.01--Description. This work consists of furnishing and installing preformed joint seals in accordance with these specifications and the details shown in the Plans or drawings provided.

907-823.02--Materials. The Contractor shall furnish a manufacturer's certification stating that the material used meets the requirements of this specification.

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I or Type II, shall be determined based on the size of the joint opening, as detailed in the Plans or drawings provided. It is the Contractor's responsibility to ensure that the size selected is appropriate for the width of the joint. Type I shall be used for joint openings less than two inches (2"). Type II shall be used for joint openings greater than two inches (2"), with the maximum joint opening being two and one-half inches (2½"). In cases where the joint opening is greater than two and one-half inches (2½"), another type of expansion material shall be required as directed by the Director of Structures, State Bridge Engineer.

1. Silicoflex Joint Sealing System
Manufactured by R.J. Watson, Inc. in Alden, NY
www.rjwatson.com
2. Wabo@SPS Joint System
Manufactured by Watson Bowman Acme Corporation in Amherst, NY
www.wbacorp.com
3. Silspec SSS Silicone Strip Seal
Manufactured by SSI Commercial & Highway Construction Materials in Tulsa, OK
www.ssicm.com

907-823.03--Construction Methods. Preformed joint seals shall be installed in accordance with the manufacturer's recommendations. The material shall seal the deck surface, gutters, and curbs to prevent moisture or other contaminants from leaking through the joints. The joint seal shall be installed in such a manner that the top surface of the material is within the minimum and maximum depths below the roadway or bridge surface recommended by the manufacturer.

Saw cutting for the joint repair shall be accomplished by sawing at the locations and depth shown

on the joint repair detail sheets in the plans or in the contract documents. Saw cuts shall be as near vertical as possible at the saw line of the repair area. The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications, and the type specified shall be the same as the type specified for preformed joint seal.

907-823.04--Method of Measurement. Preformed joint seal of the type specified will be measured in linear feet along the length of the centerline joint.

Saw cuts of the type specified will be measured by the linear foot along the length of the bridge deck on each side of the centerline joint.

907-823.05--Basis of Payment. Preformed joint seal, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

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

Payment will be made under:

907-823-A: Preformed Joint Seal, Type ____ - per linear foot

907-823-B: Saw Cut, Type _____ - per linear foot

STATE	PROJECT NO.
MISS.	

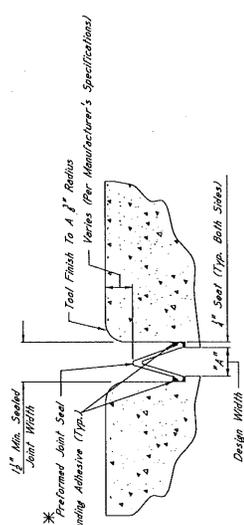
NOTES ON ASSOCIATED ITEMS OF WORK:

- 202-BE98 REMOVAL OF EXISTING JOINT MATERIAL**
 Description: Shall include the Removal of Material Associated With Arms, Sliding Rails, and Resepare Expansion Joints As Designated in Section 808.00. This Item of Work Shall Be Completed Under This Item of Work Unless Otherwise Directed by The Engineer.
 Basis of Payment: Removal of Layer and Sliding Rails and Material Will Be Paid For in Linear Feet At The Contract Unit Price Along The Length of The Bridge Deck On Each Side Of The Centerline With the Removal of Resepare Expansion Joints. Payment Will Be For the Length Along The Centerline of The Joint.
- 808-1001 JOINT PREPARATION**
 Description: Shall include the Work Necessary to Repair Joints in Preparation For the Placement of New Expansion Material. This Item of Work Shall Also Be Included Under This Item of Work. Removal of Existing Silicone Seals, Compression, and AC Sealed Joint Material Shall Be Completed Under This Item of Work. All Other Requirements Shall Be in Accordance With The Applicable Provisions of Section 808 of The Specifications and Any Other Sections Specified Therein.
 Basis of Payment: The Accepted Quantities Will Be Paid For in Linear Feet At The Contract Unit Price Along The Length of The Bridge Deck On Each Side Of The Centerline Joint.
- 907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II**
 Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.
 Basis of Payment: The Accepted Quantities Will Be Paid For in Linear Feet At The Contract Unit Price Along The Length of The Bridge Deck On Each Side Of The Centerline Joint.
- 907-823-1001 PREFORMED JOINT SEAL, TYPE I**
907-823-1002 PREFORMED JOINT SEAL, TYPE II
 Basis of Payment: The Accepted Quantities Will Be Paid For in Linear Feet At The Contract Unit Price Along The Length of The Centerline Joint.

EPXY MORTAR AND POLYMER CONCRETE NOTES:

- Either Epoxy Mortar or Polymer Concrete May Be Used. Guidelines for Selection of Materials Can Be Found in Section 808 of The Specifications.
- GENERAL NOTES:**
1. Specifications Mississippi Standard Specifications For Road and Bridge Construction 2004.
 2. No Change of Plans Will Be Permitted Except By Written Approval of the Engineer. Any Change of Construction Procedure May Be Authorized by The Bridge Engineer Provided Such Changes Will Not Be Caused by Contract Price Adjustment. Proposed Will Be Subject to Approval of the Engineer.
 3. Not Be Paid For Directly and Shall Therefore Be Considered An Absorbed Item of Work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
JOINT REPAIR	
ARMORED EXPANSION JOINTS	
PROJECT	
COUNTY	WORKING NUMBER
	SHEET NUMBER
CHECKED	DATE
DESIGNED	DATE
BY	DATE
FOR OFFICE OF TRANSPORTATION, MISSISSIPPI DEPARTMENT OF TRANSPORTATION	

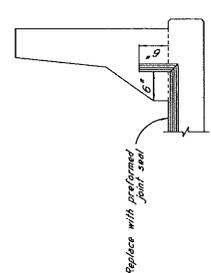


TYPICAL SECTION AT SAWCUT & SEALED JOINT

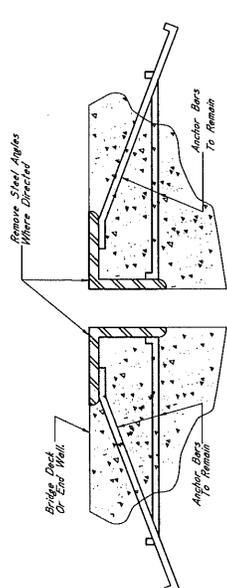
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

***NOTES:**

1. The Preformed Joint Seal Shall Be One of The Following, Installed According to The Manufacturer's Specifications:
 - A. Silicate Joint Sealing System Manufactured By R.J. Watson, Inc. in Adams, NY www.rjwatson.com
 - B. Wella SPS Joint System Manufactured By Wella Boman Acme Corporation in Adams, NY
 - C. Silacote SPS Epoxy Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
2. For Estimating Purposes, The R.J. Watson Silicate Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility to Provide the Manufacturer's Specifications and Details for Joint Preparation, Installation Depth, and Width, Addressing Settling Times, and Any Other Differences Between The Specifications of the Manufacturer and the Manufacturer's Specifications. The Contractor Shall Ensure That The Contractor Is Properly Scheduled in Installation of The Joint Material.
3. Joints Shall Be Sealed At Their Design Width, Dimension "A", Which is Defined As Seal Required on Both Sides of The Joint. Preformed Joint Seal Type I Shall Be Used For Joints With Less Than Equal to 1/2" Depth. Seal Type II Shall Be Used For Joints in Cases Where Design Widths are Greater Than 1/2". Another Type of Sealant or Sealant System Shall Be Used Where the Manufacturer's Specifications are Specified to be Appropriate For The Width of The Joint.

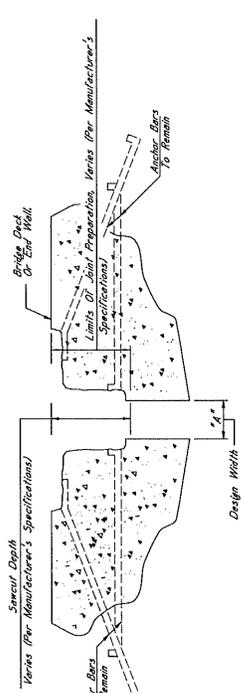


ELEVATION AT END OF SPAN



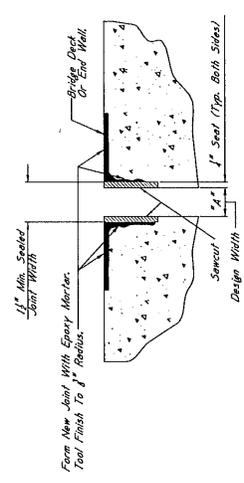
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed and Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

Showing Limits of Joint Preparation For Application of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs are Made After Sawcut With Epoxy Mortar or Approved Equivalent

STATE	PROJECT NO.
MSS.	

NOTES ON ASSOCIATED ITEMS OF WORK:
808-4001 JOINT PREPARATION

Description: Shall include the Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Expansion Material From The Joint Shall Be Considered As Assumed Under This Item Of Work. All Other Requirements Shall Be As Specified In Section 808 OF THE SPECIFICATIONS AND ANY OTHER SECTIONS SPECIFIED THEREIN.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Performed Joint Seal Selected.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. It Is The Contractor's Responsibility To Verify The Depth Of The Saw Cut Is Selected Based On The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Description: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

907-823-4002 PREFORMED JOINT SEAL, TYPE II

Description: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

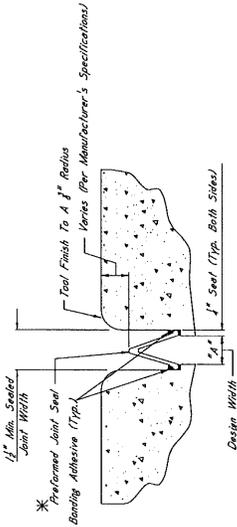
EPoxy MORTAR AND POLYMER CONCRETE NOTES:

- 1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction 2004.
- 2. No Change Of Plans Will Be Permitted Except By Written Approval From The Engineer. Any Change Of Construction Procedures May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Affect The Performance Of The Joint Seal. The Contractor Will Be Paid For Directly And Shall Therefore Be Considered An Assumed Item Of Work.

GENERAL NOTES:

- 1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction 2004.
- 2. No Change Of Plans Will Be Permitted Except By Written Approval From The Engineer. Any Change Of Construction Procedures May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Affect The Performance Of The Joint Seal. The Contractor Will Be Paid For Directly And Shall Therefore Be Considered An Assumed Item Of Work.

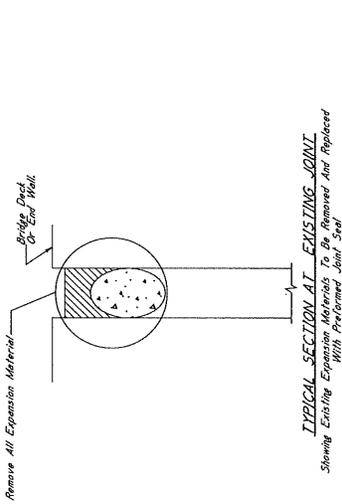
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
JOINT REPAIR	
SILICONE SEALED EXPANSION JOINTS	
PROJECT	
WORKING NUMBER	SHEET NUMBER
COUNTY	



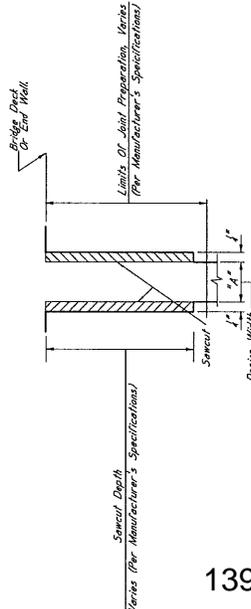
TYPICAL SECTION AT SAWCUT & SEALED JOINT
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

***NOTES:**

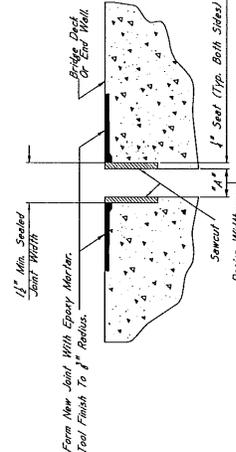
- 1. The Performed Joint Seal Shall Be One Of The Following Labeled Accordingly To The Manufacturer's Specifications:
 A. Silicate Joint Sealing System Manufactured By H.J. Watson, Inc. In Alton, NY
 B. Water-based Epoxy Joint Sealant Manufactured By SSI Commercial & Highway Construction Materials
 C. Silicone SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials
 www.ssi.com
- 2. The Contractor Shall Be Responsible For The Installation Of The Joint Sealant. The Contractor Shall Be Responsible For The Installation Of The Joint Sealant. The Contractor Shall Be Responsible For The Installation Of The Joint Sealant.
- 3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. The Width Does Not Account For The Sealant Thickness. The Sealant Thickness Shall Be As Recommended By The Manufacturer. The Sealant Thickness Shall Be As Recommended By The Manufacturer. The Sealant Thickness Shall Be As Recommended By The Manufacturer.



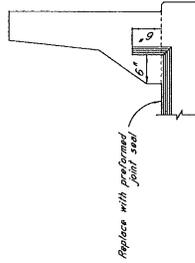
TYPICAL SECTION AT EXISTING JOINT
Showing Existing Expansion Materials To Be Removed And Replaced With Performed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL
Showing Limits Of Joint Preparation Verses (Per Manufacturer's Specifications)



TYPICAL SECTION AT SAWCUT & JOINT REPAIR
Showing Area Where Expansion Material Is Replaced With Epoxy Mortar Or Approved Equivalent



ELEVATION AT END OF SPAN

STATE	PROJECT NO.
MISS.	

NOTES ON ASSOCIATED ITEMS OF WORK.

808-1001 JOINT PREPARATION

Description:

Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designed in the detail drawings. Epoxy Mortar shall be used for all repairs. The joint shall be prepared with a 1/2" radius. Epoxy Mortar shall be placed in the joint and shall be finished with a 1/2" radius. Epoxy Mortar shall be placed in the joint and shall be finished with a 1/2" radius. Epoxy Mortar shall be placed in the joint and shall be finished with a 1/2" radius.

Basis of Payment:

The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Prefabricated Joint Seal Selected.

Basis of Payment:

The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. The Contractor's Responsibility To Ensure That The Joint Depth Is Sufficient Based On The Manufacturer's Recommendations.

907-823-1001 PREFORMED JOINT SEAL, TYPE I

The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

907-823-1002 PREFORMED JOINT SEAL, TYPE II

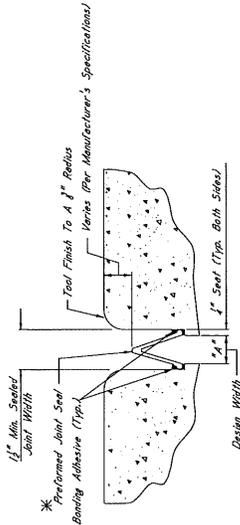
The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

ERPOXY MORTAR AND POLYMER CONCRETE NOTES:

The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete.

GENERAL NOTES:

1. See Specifications, Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
3. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete.

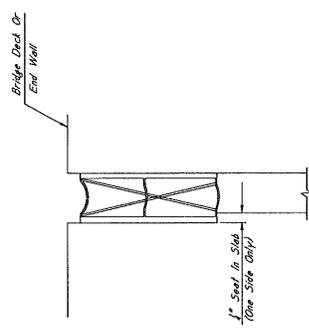


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sawcut Joint After Sawcut And Repair With Epoxy Mortar.

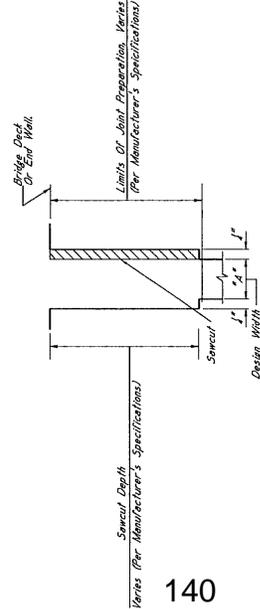
***NOTES:**

1. The Prefabricated Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silcoflex Joint Sealing System www.silcoflex.com
 - B. Wika SPS Joint System www.wika.com
 - C. Silplex SSS Silicone Strip Seal www.silplex.com
2. For Each Manufacturer, The Bidder Shall Specify Joint Seal Type, Surface Preparation, Installation Method, And Manufacturer's Recommendations. It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete.
3. Joints Shall Be Sawcut At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint, Opening, And Sealant. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete. The Contractor Shall Be Responsible For Obtaining The Necessary Permits For The Use Of Epoxy Mortar And Polymer Concrete.



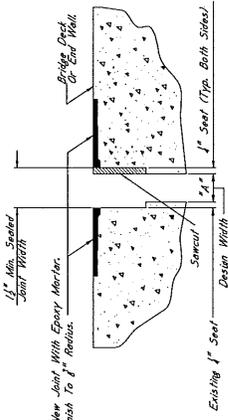
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed And Replaced With Prefabricated Joint Seal.



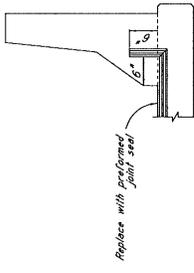
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials.



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut, With Epoxy Mortar Or Approved Equivalent.



ELEVATION AT END OF SPAN



MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
JOINT REPAIR	
COMPRESSION EXPANSION JOINTS	
PROJECT	
COUNTY	WORKING NUMBER
SHEET NUMBER	

STATE	PROJECT NO.
MISS.	

NOTES ON ASSOCIATED ITEMS OF WORK:

907-823-9001 BRIDGE REPAIR, ENDWALL REPAIR

DESCRIPTION: Shall include the Work Necessary to Remove and Replace the Damaged Endwall As Designated in the Detail Drawings Provided. Existing Reinforcing Steel Shall Be Removed Along the Entire Width of the Bridge Deck. Existing Reinforcing Steel Shall Be Replaced Along the Entire Width of the Bridge Deck.

BASES OF PAYMENT: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along the Width of the Bridge Deck.

DAMAGE CAUSED TO OTHER ELEMENTS OF THE STRUCTURE OR ROADWAY WHILE COMPLETING THIS ITEM OF WORK SHALL BE REPAIRED BY THE CONTRACTOR AT HIS COST TO THE DEPARTMENT.

PRIOR TO PLACING NEW CONCRETE, ALL CONCRETE SURFACES THAT WILL BE IN CONTACT WITH NEW CONCRETE, OR FOLLOWS WITH AN APPROVED EPOXY BINDER DESIGNER TO SAND NEW CONCRETE TO OAK.

NEW CONCRETE SHALL BE HIGH EARLY STRENGTH CONCRETE, AS FOLLOWS:

The concrete mix-lure design shall be furnished by the Contractor for approval by the Materials Division. Mixture design parameters are as follows:

Required Strength: 2500 psi prior to releasing to traffic
 Total Air Content: 3-6 %
 Maximum Slump: 6 inches

Non-chloride based accelerator may be used if the ambient temperature is 50°F or less, but shall not be used if the ambient temperature is greater than 50°F.

Synthetic structural fibers shall be used. The Contractor shall select a manufacturer from MDOT's Approved Products List, and the manufacturer's recommendations shall be followed for the dosage rate.

Curing is to be continuous until 2500 psi is achieved. Traffic is to be diverted from the repair area until this value is reached. The Contractor may use the following curing methods for the concrete: 1. Water curing. 2. Plastic. However, final acceptance of the in-place concrete shall be determined using eight concrete test cylinders, which shall be cured in a cooler next to the repair area. The two remaining cylinders shall be used to determine the 28-day compressive strength of the concrete.

The Removal of Existing Expansion Material May Require Any Number Of The Pay Items Listed Below. Once The Expansion Device Is Identified, Refer To The Corresponding Joint Repair Detail Sheet For Additional Details On The Associated Items Of Work.

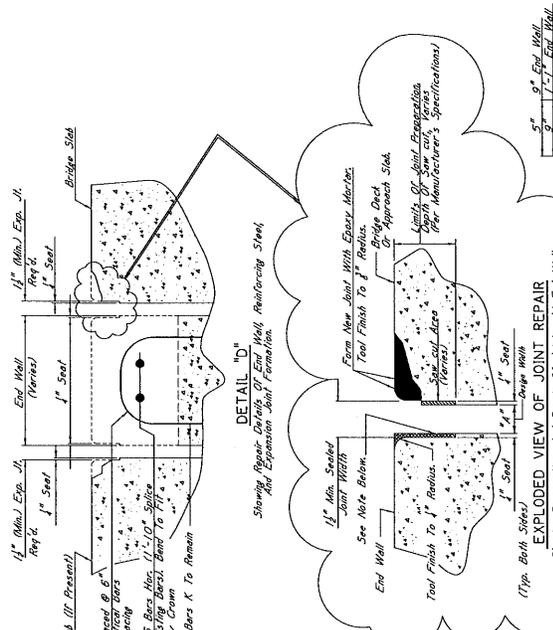
- 202-8239 REMOVAL OF EXISTING JOINT MATERIAL
- 907-823-9001 EPOXY PREPARATION
- 907-823-9002 SAW CUT, TYPE I
- 907-823-9001 PREFORMED JOINT SEAL, TYPE I
- 907-823-4002 PREFORMED JOINT SEAL, TYPE II

GENERAL NOTES:

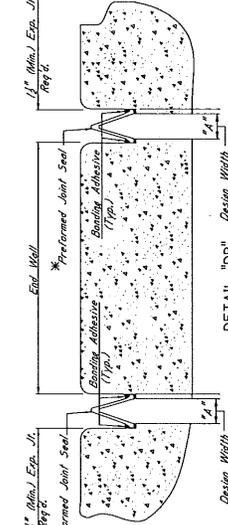
1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.

2. Approval Of The Design Of Structures To Be Bridge Engineers. Minor Changes To Detail Of Design Or Construction Procedure Will Not Be Cause For Contract Price Adjustment.

3. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered An Associated Item of Work.



NOTE: Form Vertical Faces Of End Wall To Include 1" Steel Such That The Preformed Joint Seal May Be Applied On The Sheet.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
PROJECT	
END WALL REPAIR	
COUNTY	
WORKING NUMBER	SHEET NUMBER
DATE	ISSUE DATE
BY	CHECKED
DESIGNED	DRAWN
IN CHARGE	PROJECT MANAGER
APPROVED	STATE ENGINEER



1. The Existing Reinforcing Steel Shall Be Removed Along the Entire Width of the Bridge Deck. Existing Reinforcing Steel Shall Be Replaced Along the Entire Width of the Bridge Deck.
2. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work.
3. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work.

- *NOTES:
1. Manufacturer Joint Seal Shall Be One Of The Following, Included According To The Manufacturer's Specifications:
 A. Sikaform Joint Sealing System
 B. Wabco 805 Joint Sealing System
 C. Sikaform 555 Joint Sealing System
 D. Sikaform 555 Joint Sealing System
 2. Epoxy Mortar Shall Be Applied To The Joint, As Shown In Detail 'D'. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work.
 3. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Approvals To Carry Out The Work.

PROJECT NO.
STATE
MRS.

NOTES ON ASSOCIATED ITEMS OF WORK:

802-8238 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall include the removal of material associated with armor, sliding plates, and neoprene expansion joints, as designated in the detail drawings provided. This item of work shall be performed in accordance with the item of work unless otherwise directed by the Engineer.

Basis Of Payment: Removal of armor and sliding plates, joint material, and neoprene expansion joints shall be paid for in lump sum along the length of the bridge deck on each side of the centerline joint, while removal of neoprene joint material shall be paid for as the length along the centerline of the joint.

808-4001 JOINT PREPARATION

Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material. This work shall include the removal of epoxy mortar, epoxy mortar, and neoprene expansion joints, and the removal of existing silicone sealant, compression, and AC sealed joint materials. Epoxy mortar shall be applied to the joint and shall be in accordance with the applicable provisions of Section 808 of the Specifications and any other sections specified therein.

Basis Of Payment: The accepted quantities will be paid for in lump sum along the length of the bridge deck on each side of the centerline joint.

907-823-9001 SAW CUT, TYPE I & 907-823-9002 SAW CUT, TYPE II

Description: The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications. The saw cut type shall be the same as the preformed joint seal selected.

Basis Of Payment: The accepted quantities will be paid for in lump sum along the length of the bridge deck on each side of the centerline joint.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

907-823-4002 PREFORMED JOINT SEAL, TYPE II

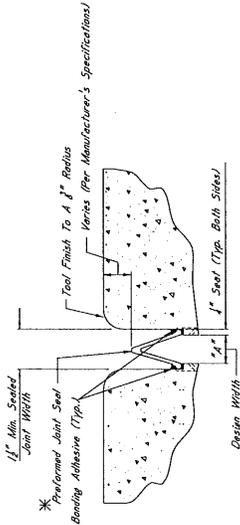
Basis Of Payment: The accepted quantities will be paid for in lump sum along the length of the centerline joint.

EPoxy MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

GENERAL NOTES:

1. See the Mississippi Standard Specifications For Road And Bridge Construction 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Change In Plans Or Specifications Must Be Approved In Writing And May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
3. Work For Which Payment Is Provided In The Proposal Will Not Be Paid Unless It Is Clearly And Unambiguously Identified As An Assumed Item Of Work.

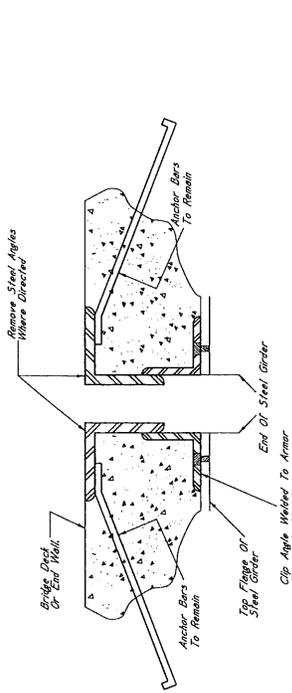


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Seal Joint After Sawcut And Repair With Epoxy Mortar.

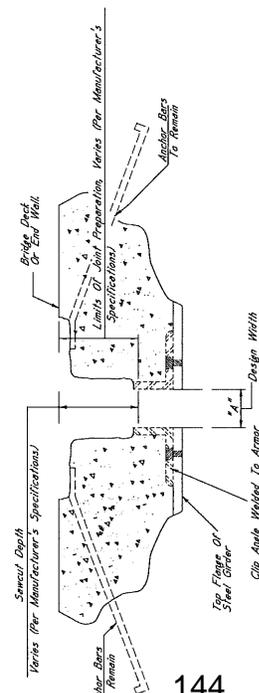
*** NOTES:**

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silicone Joint Sealing System Manufactured By R.J. Walton, Inc. In Alden, NY www.rjwalton.com
 - B. H-200 Joint Sealing System Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
 - C. Silicone SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
2. For Estimating Purposes, The R.J. Walton Silicone Joint Sealing System Was Used. It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depth, And Width, Mixing, Setting Times, And Cure Times. The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Scheduled In Installation Of The Joint Seal.
3. Width Shall Be Sealed At Their Design Width. Dimension "A" Which Is Defined As The Actual Width Of The Joint Opening, This Width Does Not Account For The Seal Applied On Both Sides Of The Joint. The Preformed Joint Seal Type To Be Used For Design Widths Greater Than Or Equal To 6" With The Maximum Design Width Being 24" In Cases Where Design Widths Are Greater Than 6" Another Strip Seal Type Shall Be Used. The Contractor Shall Be Responsible To Ensure That The Seal Selected Is Appropriate For The Width Of The Joint.



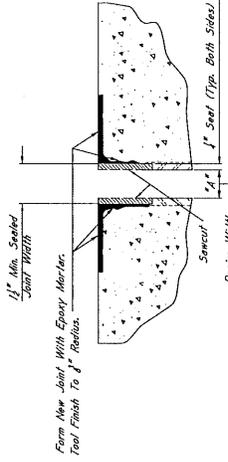
TYPICAL SECTION AT EXISTING JOINT

Showing Existing With Preformed Joint Seal



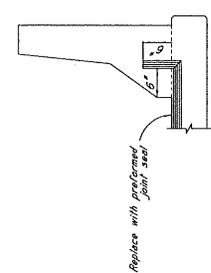
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



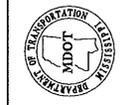
ELEVATION AT END OF SPALL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 JOINT REPAIR
 ARMORED EXPANSION JOINTS
 STEEL GIRDER SPANS
 PROJECT

WORKING NUMBER
 COUNTY

DATE DATE
 SHEET NUMBER

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 IN CHARGE OF STRUCTURES: [Name]
 STATE ENGINEER: [Name]



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-899-2

CODE: (SP)

DATE: 01/27/2010

SUBJECT: Railway-Highway Provisions

Section 907-899, Railway-Highway Provisions, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-899--RAILWAY-HIGHWAY PROVISIONS

907-899.01--Description. This special provision addresses the Contractor's involvement with railroad flagging, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits.

Prior to bidding, the Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits. The Contractor shall contact the Railroad concerning insurance coverage requirements, Railroad flagging costs, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with the Railroad requirements and any attached Exhibits.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

The Contractor shall complete and process any required forms addressed by the Railroad or any attached Exhibits. The Contractor shall not commence or carry on any form of work on, under, above or within the designated distance from the Railroad track prior to getting approval from the Railroad.

907-899.02--Blank.

907-899.03--Construction Requirements. The Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits.

907-899.04--Method of Measurement. Railway-highway provisions will be measured as a unit lump sum quantity.

907-899.05--Basis of Payment. Railway-highway provisions, measured as prescribed above, will be paid for at the contract lump sum price, which price shall be payment in full for all insurance coverage requirements, railroad flagging costs, Contractor safety orientation, Contractor background investigation, Contractor safety programs and plans, and any other requirements set forth by the Railroad and any attached Exhibits, and other incidentals necessary to complete the requirements of this work.

Payment will be made under:

907-899-A: Railway-Highway Provisions - lump sum

SAMPLE

JLL Reference No. 16-

RIGHT-OF-ENTRY AGREEMENT (KCS Contract No. _____)

THIS AGREEMENT, is made and executed in duplicate originals this ___ day of _____ 2016, by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, hereinafter called "Railway Company", and _____, to be addressed at _____, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, The Contractor on behalf of _____ has requested the Railway Company to permit it access to its right of way for performing _____ on ___ sq. ft., located at Railway Company's Mile Post _____ (_____ Subdivision) at _____ (_____ County/Parish), _____, as indicated on the print marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is mutually agreed by and between Railway Company and Contractor as follows:

1. **SCOPE OF WORK:** The scope of work Contractor acknowledges that this Agreement is limited only to work noted in this paragraph. No other work or construction, including but not limited to roadway work, shall be permitted on Railway Company's property without the expressed written consent of Railway Company.

The Railway Company shall be informed if any changes to the approved plans and work methodology, as described in this agreement, is either contemplated. No work on such changes shall be performed until a written approval is received by the Railway Company.

Contractor has complete and sole responsibility for, and direction of, its employees, agents, subcontractors or any persons or entity that Contractor hires to perform or assist in performing the services hereunder. Contractor and Railway Company agree that such persons shall not be considered employees, agents or contractors of Railway Company for any reason, and Contractor shall prohibit any activity that may be construed as creating an employment relationship between such persons and Railway Company.

2. **FLAGGING:** Railway Company hereby grants to Contractor, subject to the limitation of forty-eight (48) hours prior notice to Railway Company and subject to each and all of the terms, provisions and conditions herein contained, the right to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals. Notwithstanding the above, in no event shall Contractor have the right to cross Railway Company's tracks for purpose of ingress and egress. Neither Contractor, nor its employees, agents or subcontractors shall interfere with or obstruct any track or drainage structures and facilities on the property. Any damage caused by Contractor to Railway Company property shall be repaired immediately.

The safe operation of the Railway Company shall take precedence over Contractor's work on the right-of-way. Contractor shall not, without the Railway Company's prior written consent, foul Railway Company's tracks. All work of the Contractor to be performed on or adjacent to the right-of-way shall be coordinated with Railway Company so as to avoid, to the greatest extent possible, interference with Railway Company operations.

Applicant shall require its employees, contractors and subcontractors to be trained and certified in on-track safety in accordance with Federal Railroad Administration's Roadway Worker Protection regulations before entering KCSR's property from TrackSense, Inc. at 330-847-8661 or Rick Stapleton at 765-623-2306.

Except as authorized by the Railway Company, Contractor will not work within the Railway Company's right-of-way. The right-of-way is typically defined as an area measured fifty feet (50'), horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will use reasonable efforts to locate all equipment, devices, and materials at a sufficient distance from any track to prevent

SAMPLE

JLL Reference No. 16-

apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, from encroaching on the right-of-way of any track. When Contractor is in the Railway Company right-of-way for whatever reason or has a potential to encroach upon the Railway Company right-of-way, a qualified Railway Company flagman is required. It will be Contractor's responsibility to coordinate in obtaining and paying for the flagman from one of the following approved Railway Company flagging companies:

Railpros, Inc.

D.J. Ezell	877-315-0513, X189	dj.ezell@railprosfs.com
Jennifer Kazner	877-315-0513, X116	jennifer.kazner@railprosfs.com
Gabe Medina	877-315-0513, X168	gabe.medina@railprosfs.com

Railroad Protective Services

Glen Ray Bowman	318-553-3500	glen.bowman@rjcorman.com
Dave Shaffer	904-588-3433	david.shaffer@rjcorman.com
Jennifer Weithman	904-416-3062	jennifer.weithman@rjcorman.com

3. **EMERGENCY CONTACTS:** In the event of an emergency condition or situation requiring immediate attention, repair or action, contact: _____ - Contractor at _____, Sri Honnur - Track and Bridge Construction Director at 816-719-7511, and Flagger.

4. **FEE:** Contractor agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described above, the one-time sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), payable upon execution of this Agreement.

5. **TERM:** The right-of-entry herein granted to Contractor shall commence _and shall continue until _, unless sooner terminated, or at such time as Contractor has completed its work on Railway Company's property, whichever occurs earlier. Contractor agrees to notify the Railway Company Representative in writing when it has completed its work on Railway Company property. This Agreement may be terminated by either party on ten (10) days' written notice to the other party.

6. **INDEMNITY: CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, FROM AND AGAINST ANY LOSS OR DAMAGE TO PROPERTY, OR PERSONAL INJURY OR DEATH TO ANY PERSON, THAT WOULD NOT HAVE OCCURRED BUT FOR CONTRACTOR'S PRESENCE ON RAILWAY COMPANY'S PROPERTY.**

It shall be the exclusive duty and responsibility of Contractor to inspect the property subject to this Agreement for the sole purpose of evaluating its safety for the entry of its employees, agents and subcontractors. Contractor shall not be responsible, however, for ensuring the safety of anyone or any party not employed by or under contract to Contractor except to the extent the safety of such persons is directly affected by the presence of Contractor's employees, agents, contractors and subcontractors. Contractor shall advise all of its employees, agents and contractors entering the property of any observable safety hazards on the property, including, without limitation, the presence of moving vehicles, tripping hazards and overhead wires. Notwithstanding the foregoing, Contractor has no duty or obligation to remediate any such observable hazards or to notify any other project participants of any such hazards. Contractor shall instruct all of its employees, agents and subcontractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site Railway Company flagman to be closer than twenty-five feet (25'). Contractor shall use its reasonable efforts to see that no personnel, equipment or supplies under its control are within the clearance point of the track when moving Railway Company equipment may be seen from or heard at the property subject to this Agreement.

SAMPLE

JLL Reference No. 16-

7. **INSURANCE:** So long as this Agreement is in effect Contractor agrees to maintain commercial general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Contractor shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Contractor shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Contractor must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. . Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Contractor, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Contractor or anyone for whom Contractor is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Contractor. Contractor will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Contractor liability to the Railway Company to the limits of insurance certified or carried by Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective officers, duly authorized, as of the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



THE KANSAS CITY SOUTHERN RAILWAY COMPANY

427 West 12th Street
Kansas City, Missouri 64105-1403



Right-of-Entry Agreement Process Instructions

How to apply:

In an effort to effectively facilitate the Right-of-Entry agreement process, The Kansas City Southern Railway Company ("KCS") partnered with JLL who is committed to provide professional permitting services. This application is designed to collect all of the information required to apply for a Right-of-Entry agreement with KCS through JLL. If applying online, this application will allow you to upload required documents, and provide a shorter cycle time. You may also return to this application website to monitor the application status.

If you complete your application online, you will be prompted to upload required documents and make online payment for the processing fee as defined below.

If you cannot complete your application online, complete the application, print and mail with the following. Note that this process may cause delays in processing the application.

Complete the application, submit/print and, if mail, with the following:

\$1,000 non-refundable processing fee made payable to JLL. KCS requires the processing fee be sent with the application or it will be returned. **Payment of all additional fees is due prior to any work. The non-refundable processing fee does not include any fees for:**

-  **One-time Agreement Fee**
-  **Insurance**
-  **Flagging/Construction Observation**

- Plans and aerial of the work area, shoring plans and calculations, location plan, construction sequence plans, etc.

TO: Sylvia Schmidt – Senior Permit Manager
JLL – Rail Practice Group
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Phone: (817) 230-2688 or Melissa Leal at (817) 230-2614
Email: sylvia.schmidt@am.jll.com or melissa.leal@am.jll.com

Process & Requirements:

1. If the information is not complete or is incorrect, it will delay the Right-of-Entry agreement process.
2. Once the application package is received by JLL, it will be forwarded to KCS for review and approval. Ensure all information provided is accurate as it will be used to prepare the agreement.
3. Once KCS approves the application, an agreement will be prepared and emailed to Contractor for original signature. If application is not approved, Contractor will be notified in writing with reason/s for disapproval.
4. Once Contractor receives agreement, Contractor is to forward two (2) signed original agreements and required insurance to JLL, along with all drawings approved by KCS.
5. Agreements signed by Contractor will be presented to KCS for execution, provided permit fee has been received, and insurance is compliant.
6. If Contractor is working on structure, performing maintenance, or construction, i.e. track repairs or work on structures such as bridges, signals that are on KCS property, Contractor shall require its employees, contractors and subcontractors to be trained and certified in KCS' on-track safety in accordance with the Federal Railroad Administration's Roadway Worker Protection regulations before entering KCS's property from TrackSense, Inc. at 330-847-8661 or Rick Stapleton at 765-623-2306. Inspections and Surveys do not require safety training.



THE KANSAS CITY SOUTHERN RAILWAY COMPANY

427 West 12th Street
Kansas City, Missouri 64105-1403



- 7. When Contractor is on KCS property for whatever reason or has a potential to encroach onto KCS property, a qualified railroad flagman is required. It will be Contractor’s responsibility to coordinate in obtaining and paying for the flagman from one of the following KCS approved flagging companies:

Railpros, Inc.

D.J. Ezell	417-362-9007
Jennifer Kazner	877-315-0513, X116
Sterling Horton	877-315-0513, X189

kcsinfo@railprosfs.com

Railroad Protective Services

Glen Ray Bowman	318-553-3500
Dave Shaffer	904-588-3433
Jennifer Weithman	904-416-3062

grb@rrprotective.com

drs@rrprotective.com

jen@rrprotective.com

- 8. Once the agreement is executed, arrangements for flagging will be confirmed by JLL. Once confirmed, a copy will be emailed so work can begin and one (1) original will be returned to the Contractor.
- 9. Average time period for completion of this process is three (3) weeks from the time application is received. Every effort will be made to complete this process in a timely manner.
- 10. Contractor agrees to notify JLL in writing when work has been completed its work on KCS property.
- 11. Right-of-Entry Permits are typically valid for six (6) months from the time of execution. If longer duration is required, please note in this application.

Insurance Requirements:

Contractor shall provide, and shall require any subcontractors employed by it in the performance of the work to provide, in addition to any other form of insurance or bond required by statute, insurance of the following kinds and amounts:

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as a Certificate Holder for the following:

- Comprehensive General Liability & Contractual Liability Insurance. \$2,000,000 per occurrence and an aggregate of \$4,000,000 minimum limits;
- Automobile Liability Insurance. \$1,000,000 combined single limit;
- Workers Compensation Insurance. Minimum statutory worker's compensation coverage for all covered employees who are on KCS's property;
- Policy will be endorsed to give 30 day's written notice of its intent to cancel or materially alter to KCS and its Affiliates;
- Commercial General Liability naming KCS and its Affiliates as additional insured;
- Waiver of subrogation in favor of KCS and its Affiliates;
- All policies will be primary to any insurance or self-insurance KCS and its Affiliates may maintain for acts or omissions of Contractor or anyone for whom Contractor is responsible.

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as an Insured for the following:

- Railroad Protective Liability Insurance naming KCS and its Affiliates as insured with \$2,000,000 per occurrence and \$6,000,000 aggregate. If you do not have an RPLI carrier, you may visit www.123ocp.com to obtain RPLI.

These limits are subject to change at any time without notice. An agreement will be provided to Contractor, which contains details concerning insurance requirements.



THE KANSAS CITY SOUTHERN RAILWAY COMPANY

427 West 12th Street
Kansas City, Missouri 64105-1403



Application for Right of Entry Agreement

1. Contractor Information:

Contractor: _____

Attn.: _____

Address: _____

City, State, Zip: _____

Phone: _____ Cell: _____

Email: _____

2. Scope of Work:

Project Name: _____

Area to occupy: _____ feet by _____ feet

Time Period: From _____(MM/DD/YY) to _____(MM/DD/YY)

Type of work (check all that apply): Bridge Road Resurface Survey Drainage

Utility Inspection Other (specify): _____

Purpose of occupancy and type of work to be done (be specific and detailed; add separate sheet if needed):

3. Location:

City: _____, Parish/County _____, State _____

Section _____ Township _____ Range _____

DOTD#: _____ (see below)

To obtain DOTD#: (<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>)

KCS Subdivision _____ Distance from centerline of nearest street: _____



THE KANSAS CITY SOUTHERN RAILWAY COMPANY

427 West 12th Street
Kansas City, Missouri 64105-1403



Latitude: _____ Longitude: _____

KCS Mile Post _____ + _____ feet

If parallel, closest perpendicular distance from centerline of track:

KCS Mile Post Beginning: _____ + _____ feet and KCS Mile Post Ending _____ + _____ feet

If spur, distance from point of switch _____ feet

Is work to be performed within 25' of tracks Yes No

Will a crossing be required? Yes (additional review time and fees may apply) No

If yes, at what Mile Post location? _____ + _____ feet

I/We submit this Right-of-Entry Permit application for your approval for work as described in this application.

By submitting this application, I/we understand that KCS is under no obligation to grant this request and KCS may deny this request for any reason, including but not limited to safety and engineering considerations and operating convenience.

I/We understand that submission of this application does not authorize permanent occupancy on KCS property.

By typing/signing below and submitting this application, I/we agree to all of the terms and conditions of this application and agree to pay all fees defined for this work associated with this application.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

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.

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) shall submit electronically with our proposal or deliver prior to the bid opening time 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.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

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.

District 5 Bearing Replacement, known as Federal Aid Project Nos. BR-9999-05(019) / 1070193040 & 3041 in Lauderdale and Newton Counties.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	619-D1001		152	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001		880	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001		144	Linear Feet	Barricades, Type III, Single Faced
0040	619-G4005		84	Linear Feet	Barricades, Type III, Double Faced
0050	907-618-A001		1	Lump Sum	Maintenance of Traffic
0060	907-899-A001		1	Lump Sum	Railway-Highway Provisions
Bridge Items					
0070	202-B298		1,716	Linear Feet	Removal of Existing Joint Material
0080	808-A001	(S)	2,108	Linear Feet	Joint Preparation
0090	907-823-A001		1,055	Linear Feet	Preformed Joint Seal, Type I
0100	907-823-B001		1,716	Linear Feet	Saw Cut, Type I
0110	907-824-PP095		220	Each	Bridge Repair, Bearing Replacement
0120	907-824-PP095		24	Each	Bridge Repair, Cap Cleaning

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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.

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) agree to complete each contract on or before its specified completion date.

COMBINATION BID PROPOSAL

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 Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

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.					

For Informational Purposes Only

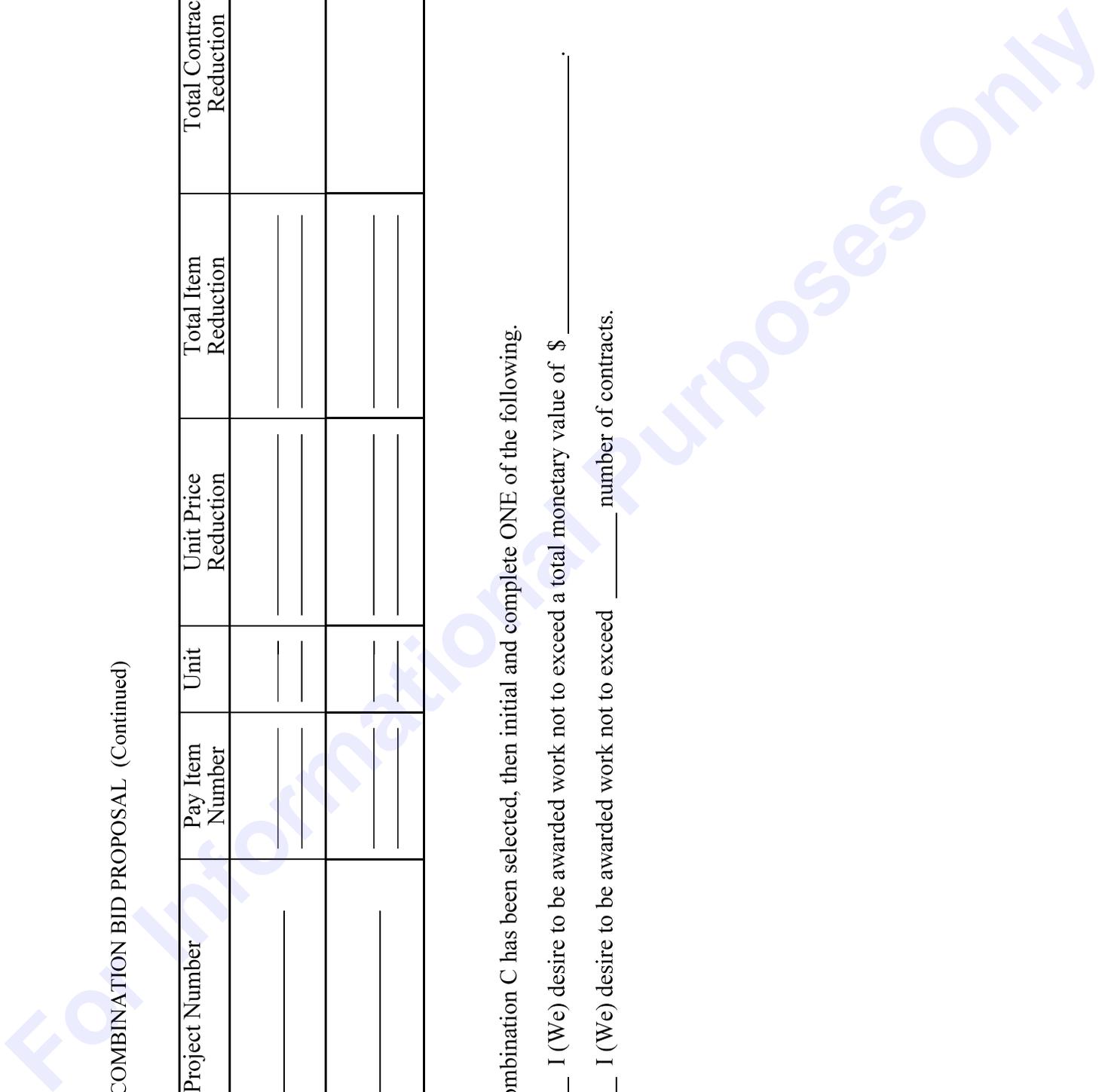
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

(c) If Combination C has been selected, then initial and complete ONE of the following.

_____ 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.



**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 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)

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

I, _____,
(Name of person signing bid)

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

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

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

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

on Project No. **BR-9999-05(019) / 107019304 & BR-9999-05(019) / 107019304**

in Lauderdale & Newton 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.

Do exceptions exist and are made a part thereof? Yes / No

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 is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

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

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a DUNS Number . _____ (Yes / No)

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

For Informational Purposes Only

SECTION 902

CONTRACT FOR BR-9999-05(019) / 107019304 & BR-9999-05(019) / 107019304

LOCATED IN THE COUNTY(IES) OF Lauderdale & Newton

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. _____.

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: BR-9999-05(019) / 107019304 & BR-9999-05(019) / 107019304

LOCATED IN THE COUNTY(IES) OF: Lauderdale & Newton

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____

(Contractor)

Principal, a _____

residing at _____ in the State of _____

and _____

(Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said _____

_____ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address _____

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

	(Signature) MS Agent
	Address _____

	(Surety Seal)

	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

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

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

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

Dollars(\$ _____)

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

WHEREAS, the Principal has submitted a bid for **District 5 Bearing Replacement, known as Federal Aid Project Nos. BR-9999-05(019) / 1070193040 & 3041 in Lauderdale and Newton 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__

(Witness)

(Principal) (Seal)

By: _____
(Name) (Title)

(Witness)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number

