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SM No. CSP0010011561

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

06

Bridge Repair on I-10 over Escatawpa River Bridge No. 75.5A, known as State
Project No. SP-0010-01(156) / 107232301 in Jackson County.

Project Completion: 01/13/2017

(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
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07/27/2016 07:08 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, August 23, 2016, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Bridge Repair on I-10 over Escatawpa River Bridge No. 75.5A, known as State Project No. SP-0010-01(156) / 107232301 in Jackson County.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

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.

Plans and 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.

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

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

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

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

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Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein.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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 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. 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. 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. 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. 6568

CODE: (SP)

DATE: 7/12/2016

SUBJECT: Contract Time

PROJECT: SP-0010-01(156) / 107232301 – Jackson County

The calendar date for completion of work to be performed by the Contractor for this project shall be **January 13, 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 **September 13, 2016** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **October 13, 2016**.

Should the Contractor request a Notice to Proceed earlier than **October 13, 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. 6569

DATE: 7/12/2016

SUBJECT: Specialty Items

PROJECT: SP-0010-01(156)/107232301 - JACKSON

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: 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-G7001	Warning Lights, Type "B"
0070	907-619-E3001	Changeable Message Sign

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 6570

CODE: (SP)

DATE: 7/12/2016

SUBJECT: Lane Closure Restrictions

PROJECT: SP-0010-01(156) 107232/301000 - Jackson County

Bidders are advised that lane closures will be limited as follows:

- Work requiring a lane closure will only be permitted between the hours of 7:00 PM and 5:00 AM Sunday through Thursday. Lanes of the Interstate may not be closed between 5:00 A.M. Friday morning and 7:00 P.M. Sunday evening.
- Changes or variances from the listed restrictions shall be submitted to the Project Engineer for review and written approval.

A lane rental fee of **\$1,000.00** per full or partial 10 minutes shall be assessed for closures or obstructions that extend beyond the times mentioned above. No exposed signs shall be viewable to the traveling public prior to or after the above mentioned times. No part of a closures, drums or cones, shall be in the roadway prior to or after the above mentioned times.

Work requiring a lane closure shall begin within one (1) hour of the completion of the closure setup. Lane closures will be allowed only at times when work requiring a lane closure is underway.

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-9

DATE: 07/12/2016

SUBJECT: Control of Work

907-105.05.2--Certified Erosion Control Person (CECP). Delete the first sentence of Subsection 907-105.05.2 on page 1, and substitute the following.

On projects that require an erosion control plan, the Contractor shall also designate a responsible person who shall monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-9

CODE: (SP)

DATE: 06/21/2016

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 (CECP). 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 CECP 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) CECP for both projects. The Contractor may request in writing that the Engineer authorize a substitute CECP to act in the absence of the CECP. The substitute CECP must also be certified by an organization approved by the Department. A copy of the CECP'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.

907-105.05.2.1--Responsibilities and Duties of the Certified Erosion Control Person. The CECP shall be responsible for the following:

1. Attending pre-construction conferences and each Erosion Control Inspection conducted by the Department.
2. In accordance with the requirements of Subsection 907-107.22.1, ensuring all required documentation, such as, but not limited to, the SWPPP, ECP are:
 - on the project site at all times,
 - updated on a daily basis, and
 - contain all revisions, additions, and modifications.
3. In accordance with Subsection 907-107.22.1, ensuring the "19-acre" rule is being adhered to, if applicable.
4. Ensuring the project has a rain gauge and maintain records of rainfall events on the Contractor's Erosion Control Inspection reports.
5. Ensuring the buffer zones around all stream-banks and wetland areas in which no construction activities are to take place are marked/flagged/roped off prior to any land disturbing activity.
6. Ensuring perimeter erosion/sedimentation control devices (BMPs) are in place prior to any land disturbing activity.
7. Reviewing and verifying the proper installation, maintenance, and effectiveness of the BMPs.
8. Notifying the Project Engineer within 24 hours of learning that sediment has been deposited off Department ROW or into a wetland or waters of the U.S.
9. Notifying the MDEQ within 24 hours of learning that sediment has been deposited into a wetland or waters of the U.S., copying the Project Engineer on the correspondence.
10. Performing the Contractor's Erosion Control Inspections of the project on the form provided for the purpose ensuring compliance with MDEQ's Storm Water Construction General Permit. Contractor Inspections shall be performed:
 - at least weekly, and
 - within 24 hours or on the business day prior to any forecasted rain event of 60% or greater, and
 - within 24 hours or on the next business day after a rainfall event of 0.5" or greater.

The Contractor's Erosion Control Inspections shall commence with the installation of the perimeter BMPs and continue until a Partial Maintenance Release has been issued. Within 24 hours of completing each Contractor Erosion Control Inspection, the CECP shall

provide the Project Engineer with a copy of the report documenting the findings of each Contractor Erosion Control Inspection. The CECP will discuss the findings with the Contractor's Superintendent, if the CECP and the superintendent aren't the same person, and the Project Engineer or his representative. Failure to submit the completed and signed inspection forms may result in the withholding of the monthly estimate.

907-105.05.2.2--Deficient Performance of the Certified Erosion Control Person. In the event that the Contractor's CECP is not meeting the requirements set forth above, the Project Engineer will notify the Contractor in writing, describing the CECP's deficient performance. If the deficient performance should continue, the Department may take any or all actions listed below:

1. stop all non-erosion control work,
2. require the Contractor to designate a new CECP with the responsibilities and authority listed in Subsection 907-105.05.2.1,
3. revise the SWPPP and ECP with the newly designated CECP's certification information, and

In the event that a CECP is removed from serving as a CECP on a project, this person shall not be accepted as a Contractor's CECP on MDOT projects for at least one year from the time of removal.

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
EROSION AND SEDIMENT CONTROL FIELD INSPECTION REPORT**

A.

PROJECT #: _____ INSPECTION DATE: _____

COUNTY: _____ DATE OF LAST PRECIPITATION: _____

CONTRACTOR: _____ AMOUNT OF PRECIPITATION SINCE LAST INSPECTION: _____

CECP'S NAME: _____ EROSION CONTROL SUB: _____

ACCOMPANIED BY MDOT STAFF? YES NO IF YES, NAME(S): _____

INSPECTION TYPE: WEEKLY PRE-RAIN EVENT POST-RAIN EVENT (required after 1/2" or more of rain)

B.

	Yes	No	NA
HAVE ALL CORRECTIVE ACTIONS NECESSARY FROM PREVIOUS INSPECTION BEEN SATISFACTORILY TAKEN CARE OF?			
IS THE ECP ON-SITE?			
DOES THE ECP ACCURATELY REFLECT ALL THE CURRENT BMP'S?			
ARE ALL THE INSPECTIONS REPORTS COMPLETE AND ON-SITE?			
ARE THE CONTRACTOR'S OPERATIONS IN SEQUENCE WITH THE APPROVED ECP?			
ARE STOCKPILES PROPERLY MANAGED?			
ARE ROADWAYS CLEAR OF SEDIMENT?			
ARE STABILIZED CONSTRUCTION ENTRANCES IN PLACE PER THE ECP?			
HAVE MDEQ AND THE PE BEEN GIVEN PROPER NOTIFICATION OF ANY "UPSET" CONDITIONS SINCE THE PREVIOUS INSPECTION?			
HAS SEDIMENT BEEN DEPOSITED OUTSIDE THE ROW? IF YES, GIVE DETAILS IN THE COMMENTS SECTION ASSOCIATED WITH THE BMP WHICH FAILED.			
HAS SEDIMENT BEEN DEPOSITED INTO "WATERS OF THE US"? IF YES, GIVE DETAILS IN THE COMMENTS SECTION ASSOCIATED WITH THE BMP WHICH FAILED.			

COMMENTS _____

C. EROSION AND SEDIMENT CONTROL BMP'S INSPECTED

EXCEPT FOR THE INSTANCES LISTED BELOW, ALL EROSION AND SEDIMENT CONTROL BMP'S HAVE BEEN INSPECTED AND FOUND TO BE IN WORKING ORDER AND DO NOT REQUIRE MAINTENANCE OR CORRECTIVE ACTIONS.

BMP TYPE (see table)	APPROX STATION		L or R of CENTER-LINE	CONDITION*	SEDIMENT DEPOSITED**	COMMENTS OF CORRECTIVE ACTION
	FROM	TO				

* **A** = ADDITIONAL BMP NEEDED, **I** = INCORRECT INSTALLATION OF EXISTING BMP, **M** = BMP MAINTENANCE NEEDED, **F** = BMP FAILURE
** **ROW** = OFF RIGHT OF WAY, **WOS** = INTO WATERS OF THE STATE

D. INSPECTION CERTIFICATION

I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE CONDITIONS REFLECTED ON THIS PROJECT AT THE TIME OF THE INSPECTION.

CECP _____ Date _____

E. I certify that the findings listed in this report have been discussed with me.

Contractor's Superintendent _____ Date _____

BMP TYPE TABLE			
NUMBER	BMP	NUMBER	BMP
1	Above Ground Storage Tank (AST)	27	Sanitary Facilities
2	Brush Barrier	28	Sediment Retention Barrier
3	Chemical Flocculation (PAM)	29	Silt Bags (Dewatering Bags)
4	Chemical Soil Stabilization (Pam or Polyacrylamide)	30	Silt Fence
5	Chemical Storage	31	Slope Erosion (Rill & Gully)
6	Clearwater Diversion Channel	32	Slope Surface Roughening (Slope Tracking)
7	Concrete Washouts	33	Solid Waste (Trash)
8	Construction Debris	34	Spill Detection
9	--	35	Stabilized Construction Entrance/Exit
10	Detention Pond	36	Stockpile Protection
11	Ditch Liner	37	Straw Bale Checks
12	Ditchline Erosion	38	Stream Bank Erosion
13	Dust Control	39	Super Silt Fence
14	Erosion Control Blanket (ECB)	40	Temporary Earthen Berm
15	Filter Stone Rock Check (Filter Stone Check Dam)	41	Temporary Mulch (Straw Mulch, etc.)
16	Illicit Discharge	42	Temporary Sediment Basin (Silt Basin)
17	Inlet Protection	43	Temporary Sediment Trap
18	--	44	Temporary Stream Crossing
19	Outlet Protection (Energy Dissipater)	45	Temporary Stream Diversion Channel (Box Culverts)
20	Paved Ditching	46	Temporary Vegetation
21	Permanent Sediment Basin	47	Topsoiling
22	Permanent Vegetation	48	Triangular Silt Dike
23	Retention Pond	49	Turbidity Barrier
24	Rip-Rap Armoring	50	Turf Reinforcement Mat (TRM)
25	Rock Bags (Sand Bags)	51	Vegatative Buffer Zone
26	Rock Check (Check Dam)	52	Vegetated Filter Strip (Sod)
		53	Wattles

Instructions:

1. Fill out the form
2. Use the numbers in the BMP TYPE table to identify the applicable BMP in each row of the Table in C.

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. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

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

907-618.03--Construction Requirements.

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-5

CODE: (SP)

DATE: 03/09/2009

SUBJECT: Changeable Message Signs

Section 619, Traffic Control for Construction Zones, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-619.02--Material Requirements. After Subsection 619.02.13 on page 424, add the following.

907-619.02.14--Changeable Message Sign. This work shall consist of furnishing, testing, and maintaining a trailer-mounted electronic Portable Changeable Message Sign (PCMS) assembly. The sign display shall be a LED, full matrix sign. If more than one portable changeable message sign is required for this project, they shall all be of the same model and from the same manufacturer. All parts and materials used to construct the portable changeable message signs shall be interchangeable.

The PCMS shall be a trailer-mounted, solar powered, portable changeable message sign.

Each PCMS shall include the following main components:

- a) Sign Housing
- b) LED Modules
- c) LED Drivers
- d) Battery Bank
- e) Sign Controller
- f) Trailer
- g) AC Charger
- h) Solar Panel
- i) Solar Panel Charger

The LED display shall be full matrix sign with a minimum of 28-pixel rows x 50-pixel columns. The pixel spacing shall be such that three (3) lines of text (5 columns x 7 rows, 8 characters) shall each have a nominal height of 18 inches.

The PCMS shall include a remote communications interface as specified herein. The PCMS shall be provided with a local serial and USB connection within the sign control cabinet so that a laptop computer using the remote software can communicate directly with the sign CPU.

This Special Provision incorporates normative references to other standards as outlined in Section 1 of the NEMA TS-4 standard and as listed below.

NEMA TS4-2004, Hardware Standards for Dynamic Message Signs (DMS) with NTCIP Requirements. All NEMA TS-4 requirements that are applicable to portable signs shall be used.

NTCIP Standards.

If a conflict between the standards referenced and this Special Provision, this Special Provision shall govern.

The definitions of the terms used within this Special Provision are as defined in Section 1 of the NEMA TS-4 standard.

If required in the contract, the PCMS shall include a speed radar unit as specified herein.

907-619.02.14.1--Mechanical Construction. Each PCMS shall meet the following minimum requirements.

Weather-Tight Enclosure. The entire sign and trailer assembly, including each component / equipment exposed to weather, shall be fully protected. It shall withstand the effects of sand, dirt, dust, moisture, hose-directed water, ice, snow and UV radiation (UVA and UVB). It shall withstand the effects of high wind loading and blowing rain as specified herein with all outriggers and/or leveling jacks in place. The sign and all components shall be watertight. Space shall be provided for manuals to be stored in a weatherproof environment.

Wind Loading. Wind loading requirements for the portable sign housing and trailer assembly shall be as specified in Section 3.3.2.1.2 of the NEMA TS-4 standard.

Welding. All welding on all major structural components (aluminum or steel) shall be performed by certified welders and in accordance to SAE/AWS D8.8 American Welding Society.

Protective Coatings. Protective coatings or processes, such as anodizing, e-coating, powder coat painting, plating, etc., shall be incorporated to protect all sign, cabinet, and trailer metal surfaces from corrosion. Any non-protected metallic fasteners shall be made of stainless steel or aluminum. All components shall be similar material, or be isolated to reduce galvanic reactions.

Temperature and Humidity. Each PCMS shall be designed to operate continuously in extreme ambient temperature ranges and at high humidity levels.

Operating ambient temperature range of the portable sign and trailer assembly shall be -29°F to +165°F. Storage temperature range shall be from -40°F to +185°F. The portable sign shall be capable of continued operation within the operating temperature ranges specified without the need for active systems (i.e., fans). Operating relative humidity level of the portable sign shall be up to 95% non-condensing.

Sign Face. Sign face material shall be protected by a non-glaring polycarbonate material of at least ¼-inch thickness. It shall be replaceable and manufactured of material rated for outside use and resistant to UV degradation (exposure to the sun).

All electronics and pixels shall be protected from damage due to moisture.

Sign Housing Construction. The portable sign housing, including its front face panels, shall be designed to conform to the requirements of minimum NEMA Type 3R, as described in the latest edition of NEMA 250.

It shall be comply with latest structural AASHTO requirements.

It shall be constructed of aluminum sheeting which shall not be less than 1/8-inch thick with all seams continuously welded by the inert gas process.

The front of the sign housing shall have a flat black matte finish.

Weep holes shall be provided in the housing to allow moisture from condensation to escape.

The sign housing and cabinets shall be designed to keep insects out.

The sign housing shall be constructed in such a manner as to prohibit stray light from reducing legibility.

All sides of the sign housing shall have a maintenance-free finish.

Alignment of the sign housing shall be capable of being horizontally adjusted to position the sign a full 360 degrees. It shall be capable of rotating and locking at any selected horizontal angle up to 360 degrees. A sight alignment tube/device shall be mounted to horizontally position the sign display. A positive brake assembly with lockable control arm shall be provided to position the sign display in the desired position.

It shall allow easy access to all components contained within the display housing without the removal of any external parts. Door locks shall be rigidly mounted. Gasketing shall be provided on all door openings and shall be dust-tight, permanently bonded to the door metal, and shall not stick to the mating metal surface. A gasket channel shall be provided to support the gasket on the door.

Trailer. Each PCMS trailer shall meet all requirements for trailers as outlined in Section 3.3.3 of the latest NEMA TS-4 standard as well as the following minimum requirements.

All trailers shall meet the requirements of FMVSS, Part 571 and SAE J684 for transport safety including, but not limited to the use of brakes, safety chains, coupling device, and lights. PCMS manufacturer shall provide instructions stating procedures necessary to insure safe transport.

The structural frame shall be capable of supporting the gross vehicle weight (GVW) load of the trailer corresponding to the axle and tire ratings that shall be in accordance with FMVSS, Part 571.

The tires shall be radial ST "Special Trailer" rated. The wheels shall be 15-inch steel wheels with five lug bolts per wheel. Each trailer wheel shall be equipped with one locking lug nut. A minimum of four keys for the locking lug nuts shall be supplied for each trailer.

The trailer shall be provided with a minimum of four outriggers or leveling jacks. One outrigger or leveling jack shall be mounted near each corner of the trailer. The length of the leveling jacks shall be such that when the trailer is level, all four jacks and the tongue jack can be lowered into the vertical position. The jacks shall be screw type jacks with a minimum 25-inch lift. Each jack shall include a swivel mechanism that allows the jacks to be swing up to a horizontal position for towing. The swivel mechanism shall secure the jack in both vertical and horizontal positions through a lock pin.

The trailer shall also be provided with a trailer stand mounted on the tongue of the trailer. The stand shall be corrosion resistant. It shall include a 6-inch wheel that allows horizontal positioning of the trailer. The stand shall be welded, not bolted, to the tongue of the trailer.

The trailer shall be provided with legal tail/brake lights, signals, and license plate mounting bracket. The trailer shall be supplied with an electrical harness assembly for connection to the tow vehicle and shall be terminated in a connector type to be specified by the Engineer.

The trailer shall be provided with a 2-inch "hammer blow coupler" style hitch in accordance with SAE J684 and interchangeable with a 2½-inch Pintle coupler / ring meeting SAE J847.

The trailer spring leafs shall be rated at a minimum of 3500 pounds.

The trailer shall be equipped with a sign display lift and control console. The lift shall be electric, hydraulic lift, or combination of both with manual backup lift. The lift shall be capable of lifting the display a minimum of seven feet (7') above the roadway surface. A mast safety pin shall be provided to prevent the sign display from falling in the event of an electric or hydraulic system failure.

The trailer shall have a minimum of 6,000-pound capacity hydraulic surge brake system along with a breakaway latch.

Illumination shall be provided as an integral part of the sign or trailer assembly to change the sign controller data in darkness.

The trailer shall contain batteries and photovoltaic (solar) panels as specified herein.

Photovoltaic (Solar) Panel System. Each PCMS shall include solar panels. A solar bank shall be assembled using multiple solar panels. All photovoltaic panels shall be listed in accordance with UL 1703, or equivalent. The solar cell bank shall have a minimum capacity of 240 watts. The

solar cell bank shall be mounted on a frame capable of being tilted at a minimum of one direction up to 61 degrees with zero degrees being horizontal. Solar cells shall be laminated between ethylene vinyl acetate and tempered glass. The solar panel shall incorporate an extruded aluminum frame. The solar battery charge controller shall include the following three state charger modes.

- Bulk
- Absorption
- Float

Battery Requirements. Each PCMS shall include batteries for primary energy storage on trailers. The battery bank capacity shall be a minimum of 900 amp/hours at 12VDC at 20-hour rate of discharge. The batteries shall be heavy duty deep cycle type rated for 80% discharge. A battery power disconnect shall be provided.

Battery enclosures shall be vented to prevent the accumulation of explosive gases. The battery cabinets must be lockable with a standard padlock.

AC Charging System. Each PCMS shall have an AC battery charging sub-system. The system shall be UL listed and operate from a standard 120VAC generator meeting all NEC requirements for portable equipment.

The solar battery charger shall include the following three state charger modes.

- Bulk
- Absorption
- Float

The AC battery charger shall have sufficient capacity to charge the battery bank from 80% discharged to fully charge in 24-hours, and operate the sign simultaneously. The AC battery charger shall be equipped with a male plug-in and a 50-foot long extension cord constructed of a minimum 12-gauge wire for this purpose.

907-619.02.14.2--Controller to Sign Interface. Each PCMS shall meet all applicable controller to sign interface requirements as outline in Section 4 of the NEMA TS-4 standard.

907-619.02.14.3--Display Properties. Each PCMS shall have a cone of vision (viewing angle) from the center (reference axis) shall be a minimum 15 degrees with the half-power viewing angle defined such that at a given distance from the LED, luminous intensity measured at any point at an angle of 7.5 degrees from the LED's center axis is no less than half the luminous intensity measured directly on the LED's center axis.

The minimum word legibility requirements shall be 1232 feet or greater under daytime light conditions and within the cone of visions as specified. Legibility is defined as the ability to discern the content of a display using a "word message". The minimum word legibility

requirement shall be documented either by a MDOT approved independent testing laboratory or by participation in the NTPEP test program.

The minimum visibility requirements shall be 3000 feet or greater under daytime light conditions and within the cone of vision as specified. Visibility is defined as the ability to recognize that a display exists. The minimum visibility requirement shall be documented either by a MDOT approved independent testing laboratory or by participation in the NTPEP test program.

The PCMS shall be capable of displaying standard fonts and font alphabets as specified in Sections 5.6.1 and 5.6.2.3 of the NEMA TS-4 standard and adhere to NTCIP 1203. The PCMS shall also support moving arrows.

Any NTPEP test results shall be for the PCMS model being used and shall be within the last three completed test cycles.

907-619.02.14.4--Optical Components. The pixels for the PCMS shall be manufactured using Light Emitting Diodes (LED). Changes to displays shall be performed by turning the LEDs in a pixel either on or off. The discrete, LED shall be an untinted, non-diffused, solid-state lamp that uses Aluminum Indium Gallium Phosphide (AlInGap) technology manufactured by Avago Technologies (formerly Agilent Technologies), Toshiba Corporation, Nichia Corporation, or functional equivalent. Horizontal and vertical spacing between modules shall be such that the horizontal and vertical pitch between all pixels is equal. A failure of one pixel shall not effect the operation of any other pixel.

All LEDs used to create a display in a single portable sign shall have a nominally rated LED life of 100,000 hours of operation under field conditions. This shall include a operating temperatures between -29°F to +165°F. LED life shall be defined as the time it takes for the LED light output to degrade to half of the LED's initial light output. Current through an LED shall be limited to the manufacturer's recommendation under any conditions. Each LED character module shall be rated for use over the environmental range specified herein, including heat absorption due to sunlight. The LEDs shall be protected from the outside environmental conditions, including moisture, snow, ice, wind, dust, dirt, and UV rays (UVA and UVB). All LEDs shall be mounted so that they present a uniform and legible display.

Pixels shall be replaceable in modular groupings (modules). All modules within a sign shall be the same size and interchangeable. The replacement of any module shall be possible with no more that simple non-vendor-specific hand tools, such as screw drivers or wrenches, without any physical modification to the module.

907-619.02.14.5--PCMS Controller and Storage Cabinets. All PCMS controller and storage cabinets shall be minimum NEMA 3R rated and be completely encased and lockable with a standard padlock as specified herein. A separate lockable storage cabinet shall be provided to house various accessories. The controller cabinet shall be manufactured to withstand all types of adverse weather conditions and shall be designed and installed to keep insects out. All components inside the controller cabinet shall be accessible without disconnecting any

unassociated wires or components. The controller cabinet shall be illumination. The keyboard terminal and control panel shall be housed. Lighted keys and terminal displays are acceptable.

All controls in the controller cabinet shall be labeled. The cabinet shall have a voltmeter gauge to indicate the current battery charge status. It shall have an amp gauge to indicate the current/charging status. It will be acceptable to have a display via digital readout on a control console or panel.

907-619.02.14.6--Electronics and Electrical. Each PCMS shall meet all applicable electronics and electrical requirements as outline in Section 8 of the NEMA TS-4 standard.

Sign Controller. The PCMS shall include a local sign controller with firmware. The local control interface shall have a keyboard capable of allowing full programming and control of the PCMS locally. It shall have a separate serial RS-232 or USB connection to allow a laptop computer using the remote control software to communicate directly with the sign controller.

Local and remote interfaces shall be password protected to safeguard against unauthorized use.

It shall perform and report the following minimum sign diagnostics both through the local interface and Remote Control Subsystem.

- LED brightness controls
- Sign status
- Communications status
- Battery voltage
- Photocell ambient light level.

It shall automatically report a low battery alarm to a remote user through the Remote Control Subsystem. It shall have an alarm for the controller door open and over temperature.

It shall store and display both textual and graphical symbols. It shall store a minimum of 20 pre-programmed messages and graphics. It shall display preprogrammed (by manufacturer) Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. It shall schedule predetermined sequences of messages based on a programmed time and date. Each sequence shall display up to four (4) programmed messages (text and/or graphics). It shall display conventional one, two, or three-line messages for display with a choice of a minimum of three font sizes. Character width shall be proportional to the letter type. The one line message font size shall be capable of displaying messages in full size to utilize the maximum area of display.

It shall allow for automatic and manual controls to adjust the brightness of the LEDs. Automatic control shall be capable of varying the LED brightness by sensing the ambient light level using photocells. Manual brightness control shall be password protected to safeguard against unauthorized use.

It shall display a preprogrammed default message or no message at all, after a power recovery from a power failure. The sign shall shut down its LED display if internal cabinet temperatures reach a level that is determined unsafe by the manufacturer.

All communications and power cabling shall be either shielded or routed within conduit to minimize potential EMI/RFI effects.

Remote Control Subsystem. The PCMS shall be supplied with all the hardware and software necessary to control the PCMS from a remote central station.

It shall have a cellular phone and/or modem capable of communication using a MDOT provided cellular service provider. The Contractor shall coordinate with MDOT for cellular service provider. The Contractor shall be responsible for establishing cellular service and providing activated phone number(s) as directed and approved by the MDOT. The Contractor shall pay for cellular service for this project until the Final Maintenance Release as documented by the State Construction Engineer at which time it will be turned over to MDOT.

The cellular service type shall be CDMA/1xRTT or GSM/GPRS, as directed by MDOT.

It shall be capable of supporting connection and remote control, programming and diagnostics via the Internet.

The subsystem shall have all necessary hardware such as external antenna, communications cables, and controller interface and NTCIP Sign controller software. The central station software meeting the following minimum requirements:

- Windows XP compatible
- Capable of running on any desktop or laptop.
- Capable of controlling all PCMS functions through windows and GUIs (Graphical User Interface)
- NTCIP compatible as specified herein.

Communications. In addition to any protocols that may be available from the PCMS Manufacturer, each sign controller shall support NTCIP as follows.

- NTCIP Protocol and Command Sets. This specification references several standards through their NTCIP designated names and numbers. Each NTCIP Component covered by these project specifications shall implement the most recent version of the standard that is available as of project advertisement date, including any and all prepared Amendments to these standards as of the same date.

Profile Implementation Conformance Specifications (PICS) for each NTCIP standard required shall be submitted for review and approval to the Department.

- RS-232 Interface. Communication interfaces using RS-232 shall conform, with the following minimum requirements.

- 1101 – NTCIP Simple Transportation Management Framework (STMF)
- 1203 - NTCIP Object Definition for Portable Dynamic Message Signs
- 2301 - NTCIP AP-STMF
- 2201 - NTCIP TP-Transportation Transport Profile
- 2103 – NTCIP SPPPP/RS232
- 2104 - NTCIP SP-PMPP/RS232

- Subnet Level. For each communication interface, the NTCIP Components may support additional Subnet Profiles at the manufacturer's option. At any time, only one Subnet Profile shall be active on a given communication interface. The NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile.
- Transport Level. For each communication interface, the communication interface may support additional Transport Profiles at the manufacturer's option. Response data-grams shall use the same Transport Profile used in the request. Each communication interface shall support the receipt of data-grams conforming to any of the identified Transport Profiles at any time.
- Application Level. For each communication interface, all interfaces shall comply with NTCIP 1101 and shall meet the requirements for Conformance Level 1 (NOTE -See Amendment to standard). Optionally, the NTCIP Component may support SNMP traps. A communication interface may support additional Application Profiles at the manufacturer's option. Responses shall use the same Application Profile used by the request. Each communication interface shall support the receipt of Application data packets at any time allowed by the subject standards.

Information Level. For all communication interfaces, the information level protocol shall provide Full, Standardized Object Range Support of all objects required by these procurement specifications unless otherwise indicated below. The maximum Response Time for any object or group of objects shall be 200 milliseconds. All communication interfaces shall implement all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1203 and their respective Amendments. Table 1 indicates the modified object requirements for these mandatory objects. Table 2 shows the required minimum support of messages that are to be stored in permanent memory. The sign shall blank if a command to display a message contains an invalid Message CRC value for the desired message. Table 3 specifies the support of the required MULTI tags and their ranges.

It shall also implement all mandatory objects of the following optional conformance groups of NTCIP 1201.

- Time Management Conformal Group
- Report Conformal Group. Table 4 indicates the modified object requirements.
- Implement all objects of the Font Configuration Conformance Group, as defined in NTCIP 1203. Table 5 indicates the modified object requirements for this conformance group.

- Implement all objects of the PCMS Configuration Conformance Group, as defined in NTCIP 1203.
- Implement all objects of the Multi Configuration Conformance Group, as defined in NTCIP 1203. Table 6 indicates the modified object requirements for this conformance group.
- Implement all objects of the Multi Error Configuration, as defined in NTCIP 1203.
- Implement all objects of the Illumination/Brightness.
- Sign Status, as defined in NTCIP 1203.
- Status Error, as defined in NTCIP 1203.
- Pixel Error Status, as defined in NTCIP 1203.
- The sign display shall be capable of displaying preprogrammed Manual on Uniform Traffic Control Devices (MUTCD) symbolic messages and standard arrows. Since the display of graphics is currently not defined within the NTCIP Standards or their amendments, the vendor shall propose, and provide detailed documentation (i.e., interface protocol description level), how the specified graphical shapes can be displayed.
- Implement the optional objects listed in Table 7.

Table 1
Modified Object Ranges for Mandatory Objects

Object	Reference	Project Requirement
ModuleTableEntry	NTCIP 1201 Clause 2.2.3	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component and the modelVersion shall indicate the model version number of the component.
MaxGroupAddresses	NTCIP 1201 Clause 2.7.1	Shall be at least 1
CommunityNamesMax	NTCIP 1201 Clause 2.8.2	Shall be at least 3
PCMSNumPermanentMsg	NTCIP 1203 Clause 2.6.1.1.1.1	Shall be at least 20*
PCMSMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	Shall be at least 50. Each message shall support at least 4 pages per message.
PCMSFreeChangeableMemory	NTCIP 1203 Clause 2.6.1.1.1.4	Shall be at least 70 when no messages are stored.
PCMSMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The PCMS shall support any valid MULTI string containing any subset of those MULTI tags listed in Table 4.
PCMSControlMode	NTCIP 1203 Clause 2.7.1.1.1.1	Shall support at least the following modes: <ul style="list-style-type: none"> ▪ local ▪ external ▪ central ▪ centralOverride

Table 2
Content of Permanent Messages

Perm. Msg. Num.	Section 12 Description
1	Permanent Message #1 shall blank the display (i.e., command the sign to use PCMSMessageType 7). It shall have a run-time priority of 50.

Table 3
Required MULTI Tags

Code	Feature
f1	Field 1 - time (12hr)
f2	Field 2 - time (24hr)
f8	Field 8 - day of month
f9	Field 9 - month
f10	Field 10 - 2 digit year
f11	Field 11 - 4 digit year
F1 (and /f1)	flashing text on a line by line basis with flash rates controllable in 0.5 second increments.
Fo	Font
J12	justification - line - left
J13	justification - line - center
J14	justification - line - right
J15	justification - line - full
Jp2	justification - page - top
Jp3	justification - page - middle
Jp4	justification - page - bottom
N1	New line
Np	New page, up to 2 instances in a message (i.e., up to 4 pages/frames in a message counting first page)
Pt	page times controllable in 0.5 second increments.

**Table 4
Modified Object Ranges for the Report Conformance Group**

Object	Reference	Project Requirement
maxEventLogConfigs	NTCIP 1201 Clause 2.5.1	Shall be at least 50
eventConfigurationMode	NTCIP 1201 Clause 2.4.3.1	The NTCIP Component shall support the following Event Configuration Modes: <ul style="list-style-type: none"> ▪ onChange ▪ greaterThanValue ▪ smallerThanValue
maxEventLogSize	NTCIP 1201 Clause 2.5.3	Shall be at least 200
maxEventClasses	NTCIP 1201 Clause 2.5.5	Shall be at least 16

**Table 5
Modified Object Ranges for the Font Configuration Conformance Group**

Object	Reference	Project Requirement
numfont	NTCIP 1203 Clause 2.4.1.1.1.1	Shall be at least 3*
maxFontCharacters	NTCIP 1203 Clause 2.4.1.1.1.3	Shall be at least 127**

* Upon delivery, the first font shall be a standard 18-inch font. The second font shall be a double-stroke 18-inch font. The third font shall be a 28-inch font.

** Upon delivery, the first three font sets shall be configured in accordance with the ASCII character set for the following characters:

"A" thru "Z" - All upper case letters.

"a" thru "z" - All lower case letters.

"0" thru "9" - All decimal digits.

Space (i.e., ASCII code 0x20).

Punctuation marks shown in brackets [. , ! ? - ' ' " " / ()]

Special characters shown in brackets [# & * + < >]

**Table 6
Modified Object Ranges for the MULTI Configuration Conformance Group**

Object	Reference	Project Requirement
defaultBackgroundColor	NTCIP 1203 Clause 2.5.1.1.1.1	The PCMS shall support the following background colors: <ul style="list-style-type: none"> ▪ black
defaultForegroundColor	NTCIP 1203 Clause 2.5.1.1.1.2	The PCMS shall support the following foreground colors: <ul style="list-style-type: none"> ▪ amber ▪ orange
defaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The PCMS shall support the following line justification: <ul style="list-style-type: none"> ▪ Left ▪ Center ▪ Right ▪ Full
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The PCMS shall support the following forms of page justification: <ul style="list-style-type: none"> ▪ Top ▪ Middle ▪ Bottom
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The PCMS shall support the following character sets: <ul style="list-style-type: none"> ▪ eightBit

Table 7
Optional Object Requirements

Object	Reference	Project Requirement
globalSetIDParameter	NTCIP 1201 Clause 2.2.1	
eventConfigLogOID	NTCIP 1201 Clause 2.5.2.7	
eventConfigAction	NTCIP 1201 Clause 2.5.2.8	
eventClassDescription	NTCIP 1201 Clause 2.5.6.4	
defaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
defaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The PCMS shall support the full range of these objects with step sizes no larger than 0.5 seconds
PCMSSWReset	NTCIP 1203 Clause 2.7.1.1.1.2	
PCMSMessageTimeRemaining	NTCIP 1203 Clause 2.7.1.1.1.4	
PCMSShortPowerRecoveryMessage	NTCIP 1203 Clause 2.7.1.1.1.8	
PCMSLongPowerRecoveryMessage	NTCIP 1203 Clause 2.7.1.1.1.9	
PCMSShortPowerLossTime	NTCIP 1203 Clause 2.7.1.1.1.10	
PCMSResetMessage	NTCIP 1203 Clause 2.7.1.1.1.11	
PCMSCommunicationsLossMessage	NTCIP 1203 Clause 2.7.1.1.1.12	
PCMSTimeCommLoss	NTCIP 1203 Clause 2.7.1.1.1.13	
PCMSEndDurationMessage	NTCIP 1203 Clause 2.7.1.1.1.15	
PCMSMemoryMgmt	NTCIP 1203 Clause 2.7.1.1.1.16	The PCMS shall support the following Memory

		management Modes: <ul style="list-style-type: none"> ▪ normal ▪ clearChangeableMessage ▪ clearVolatileMessages
PCMSMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the vendor implements any vendor-specific MULTI tags, the PCMS shall be provided with documentation that includes meaningful error messages within this object whenever one of these tags generates an error.
PCMSIllumLightOutputStatus	NTCIP 1203 Clause 2.8.1.1.1.9	
watchdogFailureCount	NTCIP 1203 Clause 2.11.1.1.1.5	
PCMSStatDoorOpen	NTCIP 1203 Clause 2.11.1.1.1.6	
fanFailure	NTCIP 1203 Clause 2.11.2.1.1.8	
fanTestActivation	NTCIP 1203 Clause 2.11.2.1.1.9	
tempMinCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.1	
tempMaxCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.2	
tempMinSignHousing	NTCIP 1203 Clause 2.11.4.1.1.5	
tempMaxSignHousing	NTCIP 1203 Clause 2.11.4.1.1.6	

NTCIP Compliance Documentation. Software shall be supplied with full documentation, including a CD-ROM containing ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format.

The relevant version of each official standard MIB Module referenced by the device functionality shall be included. If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro shall be provided. The filename of this file shall be identical to the standard MIB Module, except that it will have the extension ".man".

A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros shall be provided. This includes a MIB containing any other objects supported by the device.

Additionally, the manufacturer shall provide a test procedure that demonstrates how the NTCIP compliance of both, the data dictionaries (NTCIP 1201, 1203, and their amendments) and the communications protocols have been tested. The manufacturer shall allow the use of any and all of this documentation by any party authorized by the Procuring Agency for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

907-619.02.14.7--Additional Equipment Requirements. When the contract requires the PCMS to include a speed radar unit, the radar shall operate in the "K" band, in an "approach only" mode. In conjunction with the radar, the sign shall be capable of displaying the vehicle speeds. The unit shall be programmable to allow the interruption of user-defined messages by the vehicle speed display and/or alternate messages whenever a settable speed threshold is exceeded. The radar unit shall be encased in an aluminum enclosure with a polycarbonate lens, and the metal portion shall receive the same protective coating, priming, and painting as the rest of the sign

907-619.02.14.8--System Documentation. For each PCMS, the Contractor shall provide two (2) user manuals. The user manual shall include description and samples for all operational functions, software required to operate the sign on site and remotely, all wiring diagrams, a parts lists, the sign specifications, warranty information, maintenance information and schedule, and a trouble shooting table

Each copy shall be bound and shall contain laminated sheets.

907-619.03--Construction Requirements. After Subsection 619.03.9 on page 427, add the following.

907-619.03.10--Changeable Message Sign. Each changeable message sign shall be installed and continuously operated at the location selected by the Engineer on State right-of-way. The Contractor is advised that selected locations may be outside the planned indicated limits of the project. The Contractor shall perform all work necessary for preparation of the site selected and approved by the Engineer, to insure maximum safety for and sign visibility of the traveling public; and may be required to remove any temporary work at a later date as directed by the Engineer. The Contractor will also place a minimum of two plastic drums in advance of the sign and one beside the sign as long as it is in use. The Contractor shall be required to move the sign to a new location if directed by the Engineer.

The Contractor may be permitted to bring electric power from outside the normal right-of-way for operation of the equipment if the Department determines that the installation operation will not be hazardous to the traveling public. The Contractor will be required to secure a permit from the Department prior to any work by the power company on the right-of-way. The entire cost of

providing electrical service, power to operate the equipment, and removal of the power source from the right-of-way shall be borne by the Contractor.

The changeable message sign(s) will remain the property of the Contractor after the Engineer determines that there is no further need for the sign(s) on the project.

907-619.04--Method of Measurement. After the last paragraph of Subsection 619.04 on page 428, add the following.

Changeable message signs, as described above, will be measured by the unit. When directed, separate measurements will be made for items included in the contract and required for temporary site preparation for the sign as referenced in Subsection 907-619.03.10. Materials for which no pay items are included in the contract will not be measured for separate payment. Separate measurements will not be made for moving the changeable message sign to a new location, but materials used for which pay items are included in the contract and are necessary for repositioning the sign as directed by the Engineer will be measured for separate payment. Removal of materials used for site preparation for changeable message signs will not be measured for separate payment.

907-619.05--Basis of Payment. After the second paragraph of Subsection 619.05 on page 428, add the following.

Payment for items required by the Engineer for temporary location of the changeable message sign, and for which pay items are included in the contract, will be made by the individual pay item. No additional payment will be made for having to work outside the planned indicated project limits.

Payment for removal of materials used for site preparation at changeable message sign locations shall be included in the contract bid price for Maintenance of Traffic.

Between pay item nos. 619-E2 and 619-F1 on page 429, insert the following:

907-619-E3: Changeable Message Sign * - per each

* Indicate when options are required

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.

Bridge Repair on I-10 over Escatawpa River Bridge No. 75.5A, known as State Project No. SP-0010-01(156) / 107232301 in Jackson County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	619-D1001		16	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001		96	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001		24	Linear Feet	Barricades, Type III, Single Faced
0040	619-G7001		6	Each	Warning Lights, Type "B"
0050	620-A001		1	Lump Sum	Mobilization
0060	907-618-A001		1	Lump Sum	Maintenance of Traffic
0070	907-619-E3001		1	Each	Changeable Message Sign
Bridge Items					
0080	907-824-PP093		1	Lump Sum	Bridge Repair, GIRDER FLANGE REPAIR

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.



TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

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

(Name of Firm, partnership, or Corporation)

do hereby certify under 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. **SP-0010-01(156)/ 107232301000**

in **Jackson** _____ 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

All of the foregoing is true and correct.

(1/2016 S)

SECTION 902

CONTRACT FOR SP-0010-01(156)/ 107232301000

LOCATED IN THE COUNTY(IES) OF Jackson

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: SP-0010-01(156)/ 107232301000

LOCATED IN THE COUNTY(IES) OF: Jackson

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 **Bridge Repair on I-10 over Escatawpa River Bridge No. 75.5A, known as State Project No. SP-0010-01(156) / 107232301 in Jackson County.**

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

Signed and sealed this _____ day of _____, 20__

(Witness)

(Principal) (Seal)

By: _____
(Name) (Title)

(Witness)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number