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05 -



SM No. CEXB0051020241

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

05

Bridge Replacements on SR 32 between Webb & Charleston, Bridge Nos. 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, & 51.5, known as Federal Aid Project No. EXB-0051-02(024) / 102383303 in Tallahatchie County.

Project Completion: Contractor Determined

(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 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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PROJECT: EXB-0051-02(024)/102383303 - Tallahatchie

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Pile Data Form

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

11/01/2017 07:02 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, November 28, 2017, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Bridge Replacements on SR 32 between Webb & Charleston, Bridge Nos. 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, & 51.5, known as Federal Aid Project No. EXB-0051-02(024) / 102383303 in Tallahatchie County.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, religion or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE requirements.

Bid proposals must be purchased online at <https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

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

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

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

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) 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 within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

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 2004 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 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY

EXB-0051-02(024)

102383-303000

Tallahatchie County

September 18, 2017

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

None.

STATUS OF POTENTIALLY CONTAMINATED SITES

EXB-0051-02(024)

102383-303000

Tallahatchie County

September 18, 2017

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

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
EXB-0051-02(024)
102383 - 303000
Tallahatchie County
September 18, 2017

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INTER-DEPARTMENTAL MEMORANDUM

TO: Right of Way

DATE: 6/8/2017

FROM: Asst. Dst. Eng.-Con.
Charles A. Sheffield *CAS*

PROJECT: EXB-0051-02 (024)
102383/303000

INFORMATION COPY TO:

COUNTY: Tallahatchie

Ann Russell (84-01)
File

The above referenced project has been inspected and this is to certify that there are no encroachments.

CAS/jaw

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: UTILITY LIAISON SUPERVISOR
Mr. Dale Greer

DATE: June 8, 2017

FROM: Kelly W. Standard 
District 2 Utility Coordinator

SUBJECT OR PROJECT NO: EXB-0051-02(024)
102383/303000

INFORMATION COPY TO: File
Project Engineer (12-12)
Wooley (73-01)
Russell (84-01)

COUNTY: Tallahatchie

UTILITY STATUS REPORT

Let Date: August 22, 2017, 2017

Notice to Proceed: October 12, 2017

SR 32 between Webb and Charleston, Bridges 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, & 51.5

AT&T

Utility Agreement is approved. Relocation of cable is complete.
Contractor's operations should not be adversely affected.

Cable One

No Utility Agreement needed. Permit is approved. Cable relocations are complete.
Contractor's operations should not be adversely affected.

Tallahatchie Valley Electric Power Association

Utility Agreement is approved. All electric poles have been relocated.
Contractor's operations should not be adversely affected.

Blue Cane-Cowart and Tippo Water Association

Utility Agreement is approved. Water line relocation is complete.
Contractor's operations should not be adversely affected.

This is to certify that all necessary arrangements have been made for all utility work involved be undertaking and completing.

ROW STATUS REPORT OF AFFECTED RAILROAD FACILITIES

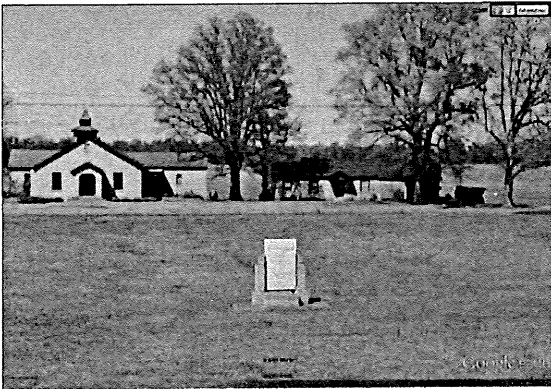
PROJECT EXTERNAL NUMBER: EXB-0051-02(024)
PROJECT FMS NUMBER: 102383/303000
TERMINI: SR 32 BETWEEN WEBB & CHARLESTON
[BRIDGE #S 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, 51.5]
COUNTY: TALLAHATCHIE

DATE: JUNE 8, 2017

There are no railroad facilities affected by the above referenced project.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor
FMS Construction Project No: 102383-303000
FMS ROW Project No: 102383-203000
External ROW No: EXB-0051-02(024)

Parcel No: 005-00-00-W
Station No: 108' L 559+85
Property Owner: Cowart Baptist Church
Description/Pictures: Brick sign



Parcel No: 012-02-00-W
Station No: 106' R 648+00
Property Owner: Ginger P. Hardy, Christopher S. Hardy and wife
Description/ Pictures: Concrete slab

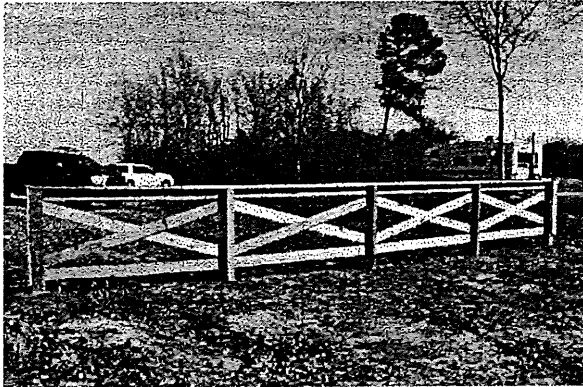


Parcel No: 012-02-00-W

Station No: 80' R 648+00

Property Owner: Ginger P. Hardy, Christopher S. Hardy and wife

Description/ Pictures: 108 Lf. Wooden fencing



Parcel No: 012-02-00-W

Station No: 80' R 648+10

Property Owner: Ginger P. Hardy, Christopher S. Hardy and wife

Description/ Pictures: Metal gates



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6

CODE: (SP)

DATE: 01/17/2017

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 5 Acres)**

PROJECT: EXB-0051-02(024) / 102383303 – Tallahatchie County

A Construction Storm Water General NPDES Permit to discharge storm water associated with construction activity is required.

The Department has acquired Certificate of Permit Coverage MSR-107003 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Large Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LCNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification Forms.

Failure of the bidder to execute and file the completed Prime Contractor Certification Forms shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification Forms shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms including, but not limited to, the inspection and reporting requirements. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor shall make inspections in accordance with condition No. S-5, page 23, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the inspection form is provided with the packet. The weekly inspections must be documented monthly on the Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Upon successful completion of all permanent erosion and sediment controls, accepted and documented by the full maintenance release, the Construction Division shall submit a completed Request for Termination (RFT) of Coverage to the Office of Pollution Control.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 7

DATE: 01/17/2017

The goal is 5 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

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

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE

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

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

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

If the percentage of the contract that is proposed for DBEs is 1% or greater, the Contractor shall agree to meet or exceed the contract goal on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

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

The OCR-481 Form must contain the following information:

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

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

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

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted to MDOT Contract Administration Division prior to bid opening, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be re-advertised.

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

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

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

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

DIRECTORY

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

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

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

PRE-BID MEETING

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

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

PARTICIPATION / DBE CREDIT

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

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

AWARD

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information

must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

If the contract goal established by MDOT in this proposal is 1% or greater, it must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the Prime Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to all Contractors / Suppliers over the life of the contract. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Prime Contractor will submit to the Project Engineer OCR-484 that certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach the form to the monthly estimate before forwarding to the Contract Administration Division for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed and paid.

- (5) OCR-485: ALL BIDDERS must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, the bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

DBE Forms, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under Divisions, Civil Rights, and Forms.

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment

- (4) Debar the Contractor involved from bidding on MDOT federally funded projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8

CODE: (SP)

DATE: 07/19/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “ <u>AASHTO’s LRFD</u> ”.
532	642.02.6.6.2	Change the subsection number from “642.02.6.6.2” to “632.02.6.6.2”
532	642.02.6.6.2	Change “Section 661” to “Section 907-661.”
532	632.02.6.6.4	Change “Subsection 663.02.2” to “Subsection 907-663.02.2.”
554	634.05	In the description for 634-A, change “___’ Pole” to “___’ Shaft.”

- | | | |
|-----|---------------|---|
| 688 | 630.03.2 | Change the subsection number from “630.03.2” to “680.03.2.” |
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, 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://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wgths/bridge_formula_all_rev.pdf

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 10

CODE: (IS)

DATE: 03/01/2017

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are also advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 11

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- **THE AREA HAS BEEN SEEDED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS,OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily seeded until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12

CODE: (IS)

DATE: 03/01/2017

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that the Standard Specifications may require certain traffic control and permanent safety hardware devices to meet the requirements of the Manual for Assessing Safety Hardware (MASH). However, devices meeting the requirements of NCHRP Report 350 will be allowed until the mandatory effective date for MASH compliance. The following table shows the effective dates for MASH compliant devices.

Device	Effective Date for MASH Compliance
W-beam barriers, cast-in-place concrete barriers	December 31, 2017
W-beam terminals	June 30, 2018
Cable barriers, cable barrier terminals, crash cushions	December 31, 2018
Bridge rails, transitions, all other longitudinal barriers including portable barriers installed permanently, all other terminals, sign supports, all other breakaway hardware	December 31, 2019

Temporary work zone devices, including portable barriers manufactured after December 31, 2019, must have been successfully tested to the 2016 Edition of MASH. Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 Edition of MASH may continue to be used throughout their normal service lives.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 21

CODE: (SP)

DATE: 03/01/2017

SUBJECT: Intermediate Concrete Diaphragms

Bidders are advised that the bridge plans for this project indicates that intermediate concrete diaphragms are required between the beams. If the bridge is designed using Load and Resistance Factor Design (LRFD), the intermediate concrete diaphragms may be eliminated at the Contractor's option. If the Contractor desires to make this change, a written request shall be sent to the Project Engineer who will forward it to the Bridge Division for concurrence. If eliminated, any concrete and reinforcement shown on the plans for intermediate diaphragms will not be included in the measurement and payment of concrete and reinforcement.

If the intermediate concrete diaphragms are eliminated, the Contractor shall temporarily brace the beams in accordance with the attached detail sheet.

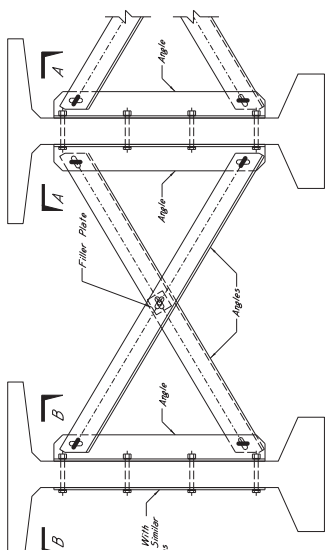
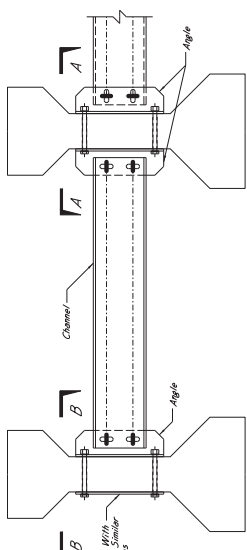
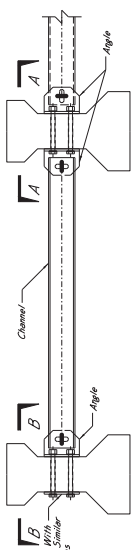
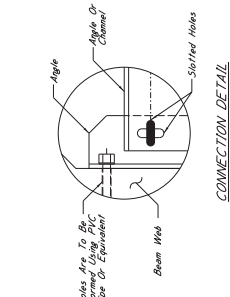
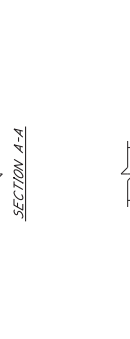
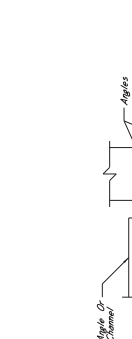
This bracing shall be addressed in the Contractor's written request to eliminated intermediate diaphragms.

STATE	PROJECT NO.
MISS.	

NOTE TO CONTRACTOR:
 The Contractor Shall Employ The Services Of A MS Registered Professional Engineer To Design The Temporary Steel Bracing System For The Bridge Design. The Temporary Steel Bracing System Shall Be Designed In Accordance With The Latest Edition Of The Same Design Specifications For Bridge Temporary Works, As Published By A.S.T.M. The Temporary Bracing System Shall Not Interfere With Drains, Pipes, Venting, Streets, Or Showers In The Precast Beam Slab Formwork. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Slab Formwork, The Weight Of The Steel Formwork, The Weight Of The Concrete, The Weight Of The Reinforcement, The Weight Of The Formwork, The Weight Of The Bracing, And The Safety Factor. The Temporary Bracing System Shall Be Designed To Carry A Minimum Of Two (2) Support Points, Temporary Bracing Locations, Calculations, Drawings, And Specifications Shall Be Submitted To The Design Engineer For Review. The Design Engineer Shall Submit A Letter For Review. The Submittal Shall Specify The Number, Location, And Orientation Of The Temporary Bracing, And Prior To Commencing Any Other Work On The Bridge, The Contractor Shall Provide MOU-1 Written Approval From The Design Engineer. The Temporary Bracing Shall Be Installed In Accordance With The Design Plans.

GRADE SEPARATION BRIDGES GENERAL NOTES:
 Specifications, MISSDOT Standard Specifications For Road And Bridge Construction, Shall Apply To The Temporary Steel Bracing System. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Slab Formwork, The Weight Of The Concrete, The Weight Of The Reinforcement, The Weight Of The Formwork, The Weight Of The Bracing, And The Safety Factor. The Temporary Steel Bracing System Shall Be Designed To Carry A Minimum Of Two (2) Support Points, Temporary Bracing Locations, Calculations, Drawings, And Specifications Shall Be Submitted To The Design Engineer For Review. The Design Engineer Shall Submit A Letter For Review. The Submittal Shall Specify The Number, Location, And Orientation Of The Temporary Bracing, And Prior To Commencing Any Other Work On The Bridge, The Contractor Shall Provide MOU-1 Written Approval From The Design Engineer. The Temporary Bracing Shall Be Installed In Accordance With The Design Plans.

HYDRAULIC BRIDGES GENERAL NOTES:
 Specifications, MISSDOT Standard Specifications For Road And Bridge Construction, Shall Apply To The Temporary Steel Bracing System. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Slab Formwork, The Weight Of The Concrete, The Weight Of The Reinforcement, The Weight Of The Formwork, The Weight Of The Bracing, And The Safety Factor. The Temporary Steel Bracing System Shall Be Designed To Carry A Minimum Of Two (2) Support Points, Temporary Bracing Locations, Calculations, Drawings, And Specifications Shall Be Submitted To The Design Engineer For Review. The Design Engineer Shall Submit A Letter For Review. The Submittal Shall Specify The Number, Location, And Orientation Of The Temporary Bracing, And Prior To Commencing Any Other Work On The Bridge, The Contractor Shall Provide MOU-1 Written Approval From The Design Engineer. The Temporary Bracing Shall Be Installed In Accordance With The Design Plans.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TEMPORARY STEEL BRACING	
REVISION	
DATE	
CHECKED	
PROJECT NUMBER	
COUNTY	
FPM	
WORKING NUMBER	
SHEET NUMBER	



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 114

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Right-of-Way Plat

Bidders are advised that pay item 617-A, Right-of-Way Marker not only addresses the requirements for furnishing and placing right-of-way markers but also includes the preparation and submittal of a ROW Plat by a Licensed Professional Surveyor. Since the submittal of the plat is considered a part of the pay item and the pay item is not complete until the plat is received, contract time will not be suspended while waiting on the Contractor to submit the plat.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 296

CODE: (SP)

DATE: 07/25/2017

SUBJECT: Reduced Speed Limit Signs

Bidders are advised that when the plans or contract documents require the speed limit on a project to be reduced, the Contractor shall begin work within 48 hours of installing the reduced speed limit signs. Should the Contractor not start work or have no plans to start work within 48 hours of installing the signs, the reduced speed limit signs shall be covered and existing speed limit signs uncovered.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 302

CODE: (SP)

DATE: 7/27/2017

SUBJECT: Contract Time

PROJECT: EXB-0051-02(024) / 102383303 – Tallahatchie County

The date for completion of work to be performed under this contract will not be a specified date, but shall be when all the allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06. The working days will be as shown by the Contractor on the Expedite Bid Sheets.

It is anticipated that the Notice of Award will be issued no later than **December 12, 2017** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **March 15, 2018**.

Should the Contractor request a Notice to Proceed earlier than **March 15, 2018** 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.

Prior to beginning work, the Contractor is required to submit a Progress Schedule to the Project Engineer for review and approval.

The **180 calendar days** for embankment consolidation have been included within the maximum amount of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 303

DATE: 7/27/2017

SUBJECT: Specialty Items

PROJECT: EXB-0051-02(024)/102383303 - TALLAHATCHIE

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: CURBING, SIDEWALKS, GUTTERS

Line No	Pay Item	Description
0760	609-D003	Combination Concrete Curb and Gutter Type 2

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

Line No	Pay Item	Description
0090	202-B241	Removal of Traffic Stripe

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0180	213-C001	Superphosphate
0190	216-A001	Solid Sodding
0200	217-A001	Ditch Liner
0210	219-A001	Watering
0220	220-A001	Insect Pest Control
0230	221-A001	Concrete Paved Ditch
0240	223-A001	Mowing
0250	224-A001	Soil Reinforcing Mat
0260	225-A001	Grassing
0270	225-B001	Agricultural Limestone
0280	225-C001	Mulch, Vegetative Mulch
0290	226-A001	Temporary Grassing
0300	234-A001	Temporary Silt Fence
0310	234-C001	Super Silt Fence
0320	236-A008	Silt Basin, Type D
0330	237-A002	Wattles, 20"
0340	245-A001	Silt Dike
0350	246-A001	Sandbags
0360	247-A001	Temporary Stream Diversion
0370	249-A001	Riprap for Erosion Control

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
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CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0730	606-B001	Guard Rail, Class A, Type 1
0740	606-D022	Guard Rail, Bridge End Section, Type I
0750	606-E005	Guard Rail, Terminal End Section, Flared

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0480	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
1020	626-C002	6" Thermoplastic Double Drop Edge Stripe, Continuous White
1030	626-D001	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
1040	626-E001	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
1050	626-G002	Thermoplastic Detail Stripe, White
1060	626-H004	Thermoplastic Legend, White
1070	626-H005	Thermoplastic Legend, White
1080	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
1150	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
1090	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1100	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1110	630-C003	Steel U-Section Posts, 3.0 lb/ft
1120	630-F006	Delineators, Guard Rail, White
1130	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
1140	630-K002	Welded & Seamless Steel Pipe Posts, 3"

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0840	619-A1004	Temporary Traffic Stripe, Continuous White, Paint
0850	619-A2004	Temporary Traffic Stripe, Continuous Yellow, Paint
0860	619-A2008	Temporary Traffic Stripe, Continuous Yellow, Type 1 or 2 Tape
0870	619-A4004	Temporary Traffic Stripe, Skip Yellow, Paint
0880	619-A5002	Temporary Traffic Stripe, Detail, Paint
0890	619-A5003	Temporary Traffic Stripe, Detail, Type 1 Tape

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0900	619-A6002	Temporary Traffic Stripe, Legend
0910	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0920	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0930	619-E3001	Changeable Message Sign
0940	619-F1001	Concrete Median Barrier, Precast
0950	619-G4001	Barricades, Type III, Double Faced
0960	619-G4005	Barricades, Type III, Single Faced
0970	619-G5001	Free Standing Plastic Drums
0980	619-G7001	Warning Lights, Type "B"
0990	619-J1002	Impact Attenuator, 45 MPH

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 304

CODE (SP)

DATE: 7/27/2017

SUBJECT: Placement of Fill Material in Federally Regulated Areas

PROJECT: EXB-0051-02(024) / 102383303 – Tallahatchie County

A Permit (404, General, Nationwide, etc.) for placing fill material federally regulated sites is required.

The Department has acquired the following permit for permanently filling at regulated sites that are identified during project development:

**Nationwide Permit No. 23 (Wetlands and Waters of U.S.) - All Sites
(ID No MVK-2016-00038)**

Copies of said permit(s) are on file with the Department.

Securing a permit(s) for the filling of any other regulated site, the purpose of which is temporary construction for the convenience of the Contractor, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 305

CODE: (SP)

DATE: 7/27/2017

SUBJECT: Cooperation Between Contractors

PROJECT: EXB-0051-02(024) / 102383303 - Tallahatchie County

The Bidder's attention is hereby call to Subsection 105.07, Cooperation Between Contractors, of the 2004 Edition of the Mississippi Standard Specification for Road and Bridge Construction.

The Bidder is advised that this project has both current & future project(s) that adjoins/incorporates it.

Current project

EXB-0051-02(025) 102383/304000- Tallahatchie County

Future project

EXB-0051-02(023) 102383/302000- Tallahatchie County

The successful bidder shall familiarize themselves with the current and future contracts referred to above and comply with the provisions of Subsection 105.07, Cooperation Between Contractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 306

CODE: (SP)

DATE: 7/27/2017

SUBJECT: A + C Bidding

PROJECT: EXB-0051-02(024) / 102383303 – Tallahatchie County

Bidders are hereby advised this project contains requirements for A + C bidding.

The bidder shall determine the total number of working days required to complete the work in the contract. The product of the total number of working days required for construction of the project in accordance with the plans and specifications (contract time), as determined by the Bidder, times the disincentive cost of **\$10,000.00 per working day** shall be added to the total bid determined from the bid items. The sum of these two amounts will be the amount used for comparison of bids. This information will be shown on the Expedite Bid Sheets.

The proposal guaranty for this project should not include the amount determined for contract time as specified above. The proposal guaranty should be for the amount of the bid items.

After the proposals are opened and read, they will be compared on the basis of the following formula:

$$X = A + C$$

Where:

X = The total amount used only for determining the lowest bid for award of Contract.

A = Total Bid - Direct and Dependent Items - This being the summation of the products of the quantities shown in the bid schedule multiplied by their respective unit prices.

C = Value of the Contract Time – This being the total working days required to complete construction of the project in accordance with the plans and specifications (contract time), as determined by the Bidder, multiplied by the disincentive cost of **\$10,000.00** per day. The value C is included for comparison of bids only and will NOT be included in any payment to the Contractor. **The total number of days entered for contract time CAN NOT EXCEED 530 Working Days.** If the Contractor enters a Contract Time of more than **530 working days**, the proposal will be considered **irregular, rejected, and returned to the bidder.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 307

CODE: (SP)

DATE: 7/27/2017

SUBJECT: Removal of Obstructions

PROJECT: EXB-0051-02(024) / 102383303 -- Tallahatchie County

The bidder is hereby advised of the potential for the buildings listed below to contain materials contaminated with asbestos, a hazardous air pollutant.

The bidder's attention is called to Notices to Bidders entitled "Status of Right-of-Way" for pertinent information concerning asbestos, if any, contained in the buildings listed below to be removed by the Contractor.

The Contractor shall remove the following obstructions in accordance with Section 202, Removal of Structures and Obstructions, and Subsection 107.25, Hazardous and/or Toxic Waste Procedures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. Payment for removal and disposal of the obstruction(s) listed herein, including demolition, handling, loading, transporting and disposal of any asbestos containing materials, shall be made under the applicable subsection of the Basis of Payment portion of Section 202 - Removal of Structures and Obstructions:

1. One (1) concrete slab (approximately 816 square feet) located approximately 106 feet right of centerline of project at Station 648+00.

Two (2) 16-foot metal gates located approximately 80 feet right of centerline of project at station 648+10.

108 linear feet of wooden fencing located approximately 80 feet right of centerline of project at station 648+00.

These improvements have been inspected and no ACM'S were identified.



2. One (1) brick sign at Cowart Baptist Church located approximately 108 feet left of centerline of project at Station 559+85. This improvement has been inspected and no ACM's were identified



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 309

CODE: (SP)

DATE: 7/27/2017

SUBJECT: Seismic Piling

PROJECT: EXB-0051-02(024) / 102383303 – Tallahatchie County

The Contractor is hereby advised that this project is in a seismic zone. Special bid consideration should be taken on the manufacturing of the bridge piling as a result of this. With this unique prestressed pile detail due to seismic requirements, the piling stored on piles yards will be different.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 310

CODE: (SP)

DATE: 7/27/2017

SUBJECT: Liquidated Damages

PROJECT: EXB-0051-02(024) 102383303– Tallahatchie County

Bidders are hereby advised to disregard the values in the “Schedule of Deductions for Each Day of Overrun in Contract Time” table shown in Subsection 907-108.07 of Special Provision 907-108-37.

Liquidated Damages of **\$10,000.00** per calendar day shall be applicable to each calendar day after the Contractor determined number of working days under the contract has been met.

Liquidated damages for this project is a combination of both liquidated damages and road user costs.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 -- NOTICE TO BIDDERS NO. 311

CODE: (SP)

DATE: 10/26/2017

SUBJECT: Temporary Surcharge at Bridge Approach Embankments

PROJECT: EXB-0051-02(024) 102383303 – Tallahatchie County

The Bidders are hereby advised that approach embankments for Bridges “B” and “C” have temporary surcharge requirements related to anticipated settlement of the near-surface soils due to loading from the bridge approach embankments. At those locations where a temporary surcharge is required to be placed above final embankment grade, borrow material shall be placed and compacted to the plan approach embankment elevation plus 10 feet with 2H:1V temporary side slopes. The surcharge embankment will be placed and compacted as per the Mississippi Standard Specifications for Road and Bridge Construction and the project plans. Following the completion of placement and compaction of the 10-foot temporary surcharge, the approach embankments will undergo a 180-day calendar day waiting period to allow for settlement of the near-surface soils.

Bridges “B” and “C” Surcharge Measurement

Cross sections will be required prior to beginning placement of the surcharge fill material and again immediately following completion of the surcharge. At the end of the 180-day waiting period, the temporary surcharge area will be cross sectioned prior to removal of the surcharge to achieve final embankment grade.

The borrow material placed and compacted for the temporary surcharge will be paid for as 203-EX020, Borrow Excavation, AH, FME, Class B9. Following the 180-calendar day waiting period the material removed to bring the embankment back to plan grade will be paid for as 203-G001, Excess Excavation, FM.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent.**

General Decision Number: MS170230 01/06/2017 MS230

Superseded General Decision Number: MS20160230

State: Mississippi

Construction Type: Highway

Counties: Grenada, Humphreys, Montgomery, Quitman and Tallahatchie Counties in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUMS2010-049 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.99	0.00
CARPENTER, Excludes Form Work....	\$ 14.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.09	0.00
ELECTRICIAN.....	\$ 21.80	7.93
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping Truck).....	\$ 14.11	0.00
INSTALLER - GUARDRAIL.....	\$ 11.42	0.00
INSTALLER - SIGN.....	\$ 11.73	0.00
IRONWORKER, REINFORCING.....	\$ 16.29	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 10.49	0.00

LABORER: Flagger.....	\$ 11.48	0.00
LABORER: Grade Checker.....	\$ 11.32	0.00
LABORER: Landscape.....	\$ 9.77	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.08	0.00
LABORER: Pipelayer.....	\$ 11.34	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.93	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.77	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Concrete Saw.....	\$ 12.95	0.00
OPERATOR: Crane.....	\$ 21.25	0.00
OPERATOR: Distributor.....	\$ 12.38	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.44	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.94	0.00
OPERATOR: Loader.....	\$ 12.21	0.00
OPERATOR: Mechanic.....	\$ 15.32	0.00
OPERATOR: Milling Machine.....	\$ 18.16	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.51	0.00
OPERATOR: Scraper.....	\$ 12.96	0.00
OPERATOR: Tractor.....	\$ 11.46	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64	0.00

TRUCK DRIVER: Lowboy Truck.....	\$ 13.80	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.89	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.71	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract upon request for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

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

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

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

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

Non-SMSA Counties:

George, Greene -----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

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

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

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

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-2

CODE: (SP)

DATE: 06/22/2017

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-103.01--Consideration of Proposal. Delete the second and third paragraphs of Subsection 103.01 on page 19, and substitute the following.

907-103.01.1--For Projects Constructed Without Federal Funds. Resident Contractors actually domiciled in Mississippi are to be granted preference over nonresidents in awarding of Contracts financed 100% with State funds.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-1

CODE: (SP)

DATE: 06/13/2017

SUBJECT: Contractor's Erosion Control Plan

Section 107, Legal Relations and Responsibility to Public, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.22.1--Contractor's Erosion Control Plan (ECP). Delete the example Narrative in Subsection 107.22.1 on page 65, and substitute the following.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR _____
Project Number: _____
County: _____
Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

- a) **Vegetative Controls:** Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, placement of temporary BMPs (seeding & mulching, silt fences, basins, ditch checks, slope drains, etc.) or permanent erosion control measures (seeding & mulching, riprap, paved ditch, flumes, etc.) will be initiated by the next working day after the land disturbing activities have stopped.**
- b) **Structural Controls:** Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.
- c) **Housekeeping Practices:** Structural BMPs will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.
- d) **Post-Construction Control Measures:** As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMPs will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from **the front/upstream end of the BMPs** when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-207-1

CODE: (SP)

DATE: 10/26/2017

SUBJECT: Settlement Plate

PROJECT: EXB-0051-02(024)/102383303 – Tallahatchie County

Section 907-207, Settlement Plate, is added to and becomes a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

907-207.02--Materials. Delete the paragraph under Subsection 207.02 on page 123, and substitute the following.

The settlement plate assembly details and materials shall be as shown in Figure 1 below. Actual quantities may vary slightly based on site conditions at the time of placement. The Contractor shall be responsible for verification of ground line at the time of construction and adjustment of quantities.

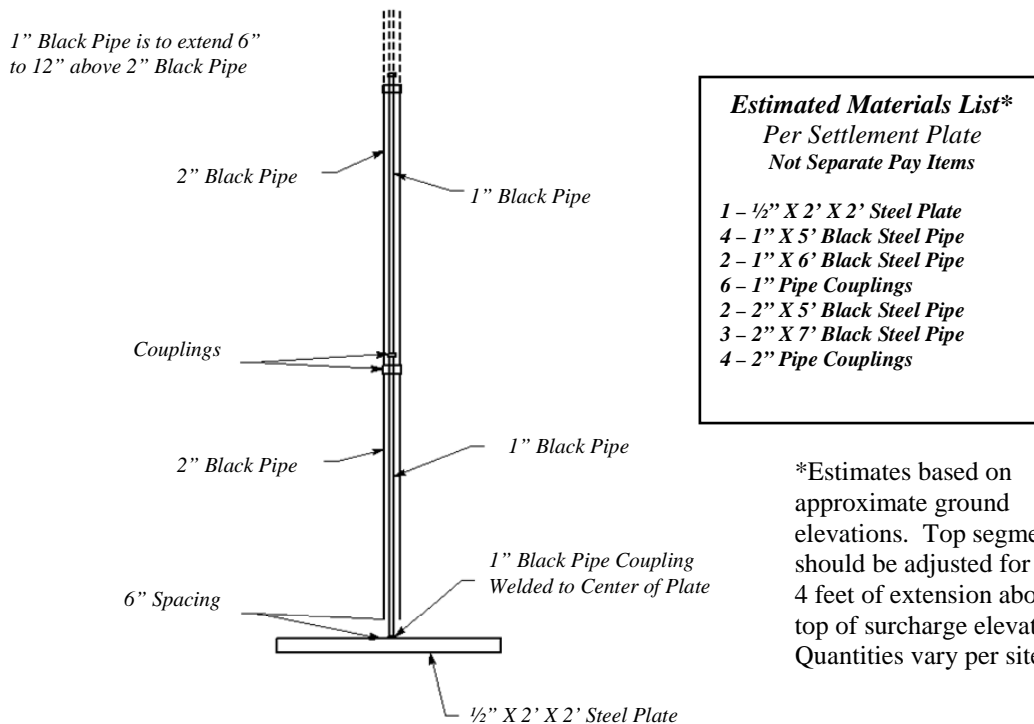


Figure 1. Settlement Plate Assembly Detail

907-207.03--Construction Requirements.

907-207.03.2--Monitoring. Delete the paragraph under Subsection 207.03.2 on page 124, and substitute the following.

Monitoring of the settlement plate(s) will be done weekly commencing immediately after each settlement plate is installed and shall continue until a 180-day waiting period is completed. The 180-day waiting period does not begin until the surcharge construction is complete. The data shall be submitted weekly to the Project Engineer for review. Settlement plate data shall be recorded on the attached Settlement Plate Data Form. The form shall be submitted to the Project Engineer who will forward it to the Geotechnical Engineer for review. Monitoring shall be performed from the established survey location outside the limits of anticipated settlement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-253-2

CODE: (SP)

DATE: 03/25/2016

SUBJECT: Coir Fiber Baffle

Section 907-253, Coir Fiber Baffle, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-253 -- COIR FIBER BAFFLE

907-253.01--Description. This work consists of furnishing materials, installing, and maintaining coir fiber baffles according to the details in the plans or in locations as directed. Coir fiber baffles shall be installed in silt basins.

907-253.02--Materials.

907-253.02.1--Coir Fiber Mat. Matting shall be provided to meet the requirements of Table 1.

**TABLE 1
COIR FIBER MAT PROPERTIES**

Property	Requirement	Method
Composition	100% coconut fiber (coir) twine woven into high strength matrix	-
Weight, ounces per square yard	20	ASTM D 5261
Open Area, Measured, percent	50	-

In addition to the above, the product shall be one of the following, or an approved equal:

EC-7Y
East Coast Erosion Control
443 Bricker Road
Bernville, PA 19506
(800) 582-4005
www.eastcoasterosion.com

Coir Mat 700
Hanes Geo Components
815 Buxton Street
Winston Salem, NC 27101
888-239-4539
www.hanesgeo.com

Northwest Linings & Geotextile
Products, Inc.
21000 77th Avenue South
Kent, WA 98032
(800) 729-6954
www.northwestlinings.com

Nedia Enterprises, Inc.
44675 Cape Court
Suite 120
Ashburn, VA 20147
(888) 725-6999
<http://www.nedia.com>

907-253.02.2--Staples. Staples shall be made of 0.125-inch diameter new steel wire formed into

a U-shape not less than 12 inches in length with a throat of one inch (1") in width.

907-253.02.3--Posts. Posts shall meet the requirements of Subsection 714.13.2.2.

907-253.02.4--Tension Wire. The tension wire shall be 9-gauge high tension wire strand of variable lengths.

907-253.02.5--Wire Mesh. The wire mesh for the woven wore backing shall meet the requirements of Subsection 714.13.2.1.

907-253.02.6--Attachment Device. The attachment devices shall be No. 9 staples with at least 1½ inches in length, or an approved equal.

907-253.03--Construction Requirements. The coir fiber baffles shall be placed immediately upon construction of sediment dams and basins. Three (3) baffles shall be placed in the basins with a spacing of 1/4 the basin length and according to the detail sheets. Two (2) coir fiber baffles shall be placed in basins less than 20 feet in length with a spacing of 1/3 the basin length.

Steel posts shall be installed to a depth of two feet (2') below the basin floor, with spacing of no more than four feet (4'). The top height of the coir fiber baffles shall not be below the elevation of the emergency spillway base of dams and basins. A tension wire strand shall be attached to the steel posts at a height of three feet (3') with plastic ties or wire fasteners. A steel post shall be installed into the side of the basin at a variable depth and a height of three feet (3') from the bottom of the basin to anchor coir fiber mat. The anchor post shall be secured to the upright steel post in basin with wire fasteners.

The coir fiber mat shall be draped over the wire strand with at least three feet (3') of material on each side of the strand. The coir fiber mat shall be secured to the posts and wire strand with wire staples or other acceptable methods. Staples shall be placed across the matting at ends and junctions approximately one foot (1') apart at the bottom and side slopes of basin. The matting shall be overlaid at least six inches (6") where two (2) or more widths of matting are installed side by side. The Engineer may require adjustments in the stapling requirements to fit individual site conditions.

907-253.04--Method of Measurement. Coir fiber baffle will be measured per linear feet of coir fiber baffle.

907-253.05--Basis of Payment. Coir fiber baffle, measured as prescribed above, will be paid for at the contract unit prices per linear feet, which price shall be full compensation for all materials, labor, equipment, placing, securing, excavating, and backfilling of coir fiber baffles, and incidentals necessary to complete the work.

Payment will be made under:

907-253-A: Coir Fiber Baffle

- per linear foot

SPECIAL PROVISION NO. 906-8

Training Special Provision

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a). Additional information regarding On the Job Training (OJT), Forms, and *Exhibits* are available at the following website.

<http://www.gomdot.com/Divisions/CivilRights/Resources.aspx>

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainee hours to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, the Contractor shall determine how many, if any, of the trainee hours are to be trained by the Subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State transportation agency for approval an OJT Trainee Schedule Form indicating the number of trainees to be trained in each selected classification, training program to be used and start date of training for each classification. Furthermore, the Contractor shall provide a Trainee Enrollment Form for each trainee enrolled. The Contractor will be credited for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that they take in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the

Federal Highway Administration. The State transportation agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

Except as otherwise noted below, the Contractor will be reimbursed \$5.00 per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein.

No payment shall be made to the Contractor if failure to provide the required training is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor's responsibility will have been fulfilled under this Training Special Provision if the Contractor has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program being followed in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports to include an OJT Trainee Monthly Report form and an OJT Trainee Termination Report form when appropriately documenting performance under this Training Special Provision.

Contractor's Responsibility

1. Provide On-the-Job Training aimed at developing full journeymen in the type of trade or job classification involved. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment.
2. Contractors are expected to fulfill their obligations under the Training Special Provisions. Those obligations will be considered fulfilled if Contractors have provided acceptable training to the number of trainees specified in the OJT Plan.
3. Upon deciding to sub-contract out a portion of the contract work, determine how many, if any, of the trainees are to be trained by the sub-Contractor. The Contractor however, shall retain the primary responsibility for meeting the training requirements imposed by the special provision. Additionally, the Contractor will ensure that the Training Special Provision is made applicable to such sub-contract. Training and upgrading of minorities and women toward journeymen status is a primary objective of the Training Special Provision.
4. Prior to commencing construction (no more than 60 days from the date of the Notice to Proceed), the Contractor shall submit to the State Transportation Agency (STA) (MDOT) for approval the Trainee Schedule Form indicating the number of trainees to be trained in each selected classification and any appropriate attachments representing their training program or OJT Plan (*See Exhibit 1*) to be used. The Contractor shall also submit Trainee Enrollment Forms for each trainee to be trained (*See Exhibit 2*). Contractors should submit the above-mentioned forms as their OJT Plan to the Project Engineer who will in turn forward on to the Office of Civil Rights for Approval.
5. Designate and make known at the preconstruction conference to the Office of Civil Rights and the Project Engineer the name of the company **Equal Employment Officer (EEO Officer)/Designated Representative** who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so. These individuals should have the authority to sign monthly trainee enrollment/time reports.
6. **Implement the EEO policy** and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To assure that the preceding policy is adhered to, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six (6) months.
 - b. Ensure that supervisors brief all employees which include trainees on company EEO Policies.
7. Utilize the following procedures to request additional training classifications not presently approved by the STA for assignment to the OJT for training.
 - a. Initially, for a “trainee” to be trained, there must be a “journeyman” on the project site to train the employee. The “trainer” can be a supervisor, foreman or another employee in the “trainee classification” who already is a “journeyman”.

- b. If a classification is not on the “Wage Determination” included in the contract, a written request for an additional classification should be submitted by the Contractor to the Project Engineer.
- c. Preferably, the request (written) should originate in the Project Office so that they will know that the Contractor has applied for the needed classification and that payrolls will not be delayed. The Project Office will ensure that they have been given the project number, Contractor, subcontractor, craft and rate and will submit to the Office of Civil Rights.

For documentation purposes it is recommended to the Contractor that the request for additional classifications should be written and addressed to the Office of Civil Rights that states in concise manner the need for the new classification in lieu of using an existing classification within the OJT Manual. In addition, the training program with required hours and job description similar to the OJT Manual.

- d. After receipt of the Request for Additional Classification, the OJT Coordinator will:
 - 1. Review for preliminary approval and submit a new Trainee Schedule Form to the Contractor for signature.
 - 2. Upon receipt of the signed form from the Project Office/Contractor, a cover letter is attached to the appropriate documentation. The cover letter and documentation are transmitted to Department of Labor (DOL) in Washington D.C. requesting concurrence of the new classification.
 - e. If an individual is hired for the requested classification during the time frame when the STA (OJT Coordinator) is awaiting approval, the individual will be paid at the proposed wage rate.
 - f. If the DOL does not agree with the proposed classification and wage rate, the DOL will make a determination on the appropriate wage rate for the classification. The Labor Compliance Officer will make a copy of the letter and attach a cover letter which cites the recommendation and rationale for the disapproval.
 - g. If the DOL approves the request, a letter will be sent to the STA (OJT Coordinator) citing approval and the accompanying wage rate. The OJT Coordinator will make a copy of the approval letter and attach a cover letter which cites the approval of the classification and wage rate. This letter is sent to the Contractor and all “paper copies” listed at the end of the cover letter.
8. Begin training as soon as possible after the start date indicated on the Trainee Schedule Form for work utilizing the skill involved. In addition, if training does not begin at the preceding time, a written explanation will be given to the Project Engineer citing the rationale and time frame when training will commence on the project. The trainee should be briefed (furnished a copy) at this juncture on the training program for which he/she has started to ensure understanding of the phases of work and wage rates within each section of the program.
9. After commencement of work at the project site, the Contractor shall implement the following **Trainee Wage Rates** according to the Davis Bacon rules.

Normally, trainees are paid a percentage of journeyman's wages (Davis Bacon rates). The following payment plan is required in the FHWA Training Special Provision;

- a. Sixty percent (60%) of the journeyman's wages for the first half of the training period;
 - b. Seventy-five percent (75%) of the journeyman's wages for the third quarter of the training period; and
 - c. Ninety percent (90%) of the journeyman's wages for the last quarter of the training period.
10. Indicate on the payroll records the trainer i.e. roller operator trainer for a given classification.
 11. Recruit a replacement for the trainee when training obligations have not been met on a project provided that there are enough work hours remaining on the project as well as time within the work phase to complete training. Contractors will document in writing all Good Faith Efforts (GFE) in accordance with FHWA Form 1273 Section II 4a- 4e Recruitment and 6a-6d Training and Promotions) (*See Exhibit 9*). The Contractor must submit documentation of GFE i.e. efforts made to hire replacements for trainees who terminated their training program to the Office of Civil Rights. The GFE will be compiled into a letter which is attached to the MDOT Monthly Training Report and submitted to the along a MDOT Termination Report (*See Exhibit 4*) that includes the names/reasons of individuals who separated from the company during the respective reporting period. The GFE will be evaluated to determine if it is sufficient or insufficient. The Project Engineer will forward documentation to the Office of Civil Rights within five (5) days of receipt.
 12. Transferring trainees from one federal-aid project to another.
 - a. Contractors are to make written requests for transferring trainees from one federal-aid project to another federal aid project and submit to the Project Engineer to be forwarded to the Office of Civil Rights for review and approval.
 - b. In addition, if trainees are approved for transfer, the gaining project must have the same training classification approved for that project. The Contractor must provide documentation i.e. written letter that the gaining project will have sufficient work time to complete training requirements.
 - c. All hours trained by employees on a project other than their originally assigned project without the proper transfer approval will not be counted towards the OJT obligation for that project. If the OJT obligation is not met, the prime Contractor will have to show good faith efforts in fulfilling this portion of the contract requirement.
 13. Utilize and submit monthly trainee reports (*See Exhibit 3*) to document training activities to the respective Project Engineer. Monthly training reports should be accurate, concise and include the following items:

- a. Report Period (month) – the date at the top of the training report reflects the month and year the trainee received the training (not the date the report was completed by the Contractor)
 - b. Project Number – project number on the certified payroll and training report should match
 - c. Contractor Name
 - d. County
 - e. Trainee Name
 - f. Job Classification/Hours Required – obtained from OJT Manual - certified payrolls and training reports should match
 - g. Hours required – obtained from OJT Manual should match the Job Classification
 - h. Date Training Started/Terminated – inserted by the Contractor
 - i. Hours trained for the month – training performed this month on federal aid projects and inserted by a respective week ending date i.e. Sunday
 - j. Hours to date – all training annotated on report for previous and current month
 - k. Hours training remaining – subtraction of total training hours to date from training hours required
 - l. Trainee wage rate – Contractor cite the appropriate wage rate for phase of training
 - m. Original signatures and dates for respective training period citing trainee, trainer, and Company EEO Officer/Designated Representative
 - n. Every applicable field on the training report is completed
14. Monthly training reports intended for submission to the MDOT Central Office should cite activities illustrated in the individual training forms received from project personnel. [Failure of the Contractor to submit monthly trainee reports may result in the estimate not being processed and paid.](#) Monthly Training Reports should be submitted to the Project Engineer within fifteen (15) days of the current month with data covering the previous month's activities. However, if monthly training reports are not submitted within this time frame, the Contractor will provide written explanation to the Project Engineer citing the reason for the delay. In addition, a copy of this documentation will be provided to the MDOT Office of Civil Rights within ten (10) days of receipt by the Project Engineer.
15. Provide the trainee with a certification (*See Exhibit 7*) showing the type and length of training satisfactorily completed.
16. Retain all EEO records, i.e. employment breakdown by race and craft on a project, recruitment and hiring of minority and females for a period of three (3) years following the completion of contract work and shall be available at reasonable times and places for inspection by authorized representatives of the STA and the FHWA.

17. Submit an annual report to the STA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391 (*See Exhibit 8*). Contractors are provided an annual notice for this reporting requirement.
18. Periodically evaluate the effectiveness of their OJT Programs and trainees' progress within the training program. Based on these evaluations, forward comments / recommendations through the Project Engineer to the Office of Civil Rights for improving or correcting deficiencies in the training program.

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 Replacements on SR 32 between Webb & Charleston, Bridge Nos. 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, & 51.5, known as Federal Aid Project No. EXB-0051-02(024) / 102383303 in Tallahatchie County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	201-B001		6	Acre	Clearing and Grubbing
0030	202-A001		1	Lump Sum	Removal of Obstructions
0040	202-B007		34,621	Square Yard	Removal of Asphalt Pavement, All Depths
0050	202-B019		186	Linear Feet	Removal of Box Culvert
0060	202-B052		320	Square Yard	Removal of Concrete Driveways, All Depths
0070	202-B158		5,914	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0080	202-B191		978	Linear Feet	Removal of Pipe, 8" And Above
0090	202-B241		4	Mile	Removal of Traffic Stripe
0100	203-A001	(E)	13,166	Cubic Yard	Unclassified Excavation, FM, AH
0110	203-EX020	(E)	331,603	Cubic Yard	Borrow Excavation, AH, FME, Class B9
0120	203-F001	(E)	1,081	Cubic Yard	Channel Excavation, FM
0130	203-G001	(E)	67,552	Cubic Yard	Excess Excavation, FM, AH
0140	206-A001	(S)	4,140	Cubic Yard	Structure Excavation
0150	206-B001	(E)	380	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM
0160	209-A005		54,460	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0170	213-C001		34	Ton	Superphosphate
0180	216-A001		5,378	Square Yard	Solid Sodding
0190	217-A001		15,560	Square Yard	Ditch Liner
0200	219-A001		111	Thousand Gallon	Watering (\$20.00)
0210	220-A001		34	Acre	Insect Pest Control (\$30.00)
0220	221-A001	(S)	62	Cubic Yard	Concrete Paved Ditch
0230	223-A001		69	Acre	Mowing (\$50.00)
0240	224-A001		795	Square Yard	Soil Reinforcing Mat
0250	225-A001		69	Acre	Grassing
0260	225-B001		34	Ton	Agricultural Limestone
0270	225-C001		138	Ton	Mulch, Vegetative Mulch
0280	226-A001		69	Acre	Temporary Grassing
0290	234-A001		14,700	Linear Feet	Temporary Silt Fence
0300	234-C001		2,800	Linear Feet	Super Silt Fence
0310	236-A008		19	Each	Silt Basin, Type D
0320	237-A002		1,030	Linear Feet	Wattles, 20"
0330	245-A001		436	Linear Feet	Silt Dike
0340	246-A001		436	Linear Feet	Sandbags

Line no.	Item Code	Adj Code	Quantity	Units	Description Fixed Unit Price
0350	247-A001		7	Each	Temporary Stream Diversion
0360	249-A001		356	Ton	Riprap for Erosion Control
0370	304-B002	(GT)	29,803	Ton	Granular Material, Class 3, Group D
0380	403-A003	(BA1)	5,463	Ton	12.5-mm, ST, Asphalt Pavement
0390	403-A006	(BA1)	6,441	Ton	19-mm, ST, Asphalt Pavement
0400	403-A015	(BA1)	4,982	Ton	9.5-mm, ST, Asphalt Pavement
0410	403-B003	(BA1)	394	Ton	12.5-mm, ST, Asphalt Pavement, Leveling
0420	403-C003	(BA1)	104	Ton	19-mm, ST, Asphalt Pavement, Trench Widening
0430	406-A002		2,200	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0440	407-A001	(A2)	5,203	Gallon	Asphalt for Tack Coat
0450	408-A002	(A3)	2,532	Gallon	Asphalt for Prime Coat, Cut-Back MC-70 or Emulsified EA-1
0460	413-E001		478	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0470	423-A001		7	Mile	Rumble Strips, Ground In
0480	502-A001	(C)	1,008	Square Yard	Reinforced Cement Concrete Bridge End Pavement
0490	503-C010		2,190	Linear Feet	Saw Cut, Full Depth
0500	601-A001	(S)	1,228	Cubic Yard	Class "B" Structural Concrete
0510	601-B001	(S)	1	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0520	602-A001	(S)	172,122	Pounds	Reinforcing Steel
0530	603-ALT003	(S)	944	Linear Feet	18" Type A Alternate Pipe
0540	603-ALT005	(S)	56	Linear Feet	22" x 13" Type A Alternate Pipe
0550	603-ALT006	(S)	904	Linear Feet	24" Type A Alternate Pipe
0560	603-ALT009	(S)	176	Linear Feet	30" Type A Alternate Pipe
0570	603-ALT011	(S)	256	Linear Feet	36" Type A Alternate Pipe
0580	603-ALT016	(S)	72	Linear Feet	48" Type A Alternate Pipe
0590	603-CA026	(S)	120	Linear Feet	24" Reinforced Concrete Pipe, Class III
0600	603-CA076	(S)	112	Linear Feet	48" Reinforced Concrete Pipe, Class III
0610	603-CA099	(S)	104	Linear Feet	60" Reinforced Concrete Pipe, Class III
0620	603-CA119	(S)	240	Linear Feet	72" Reinforced Concrete Pipe, Class III
0630	603-CB004	(S)	4	Each	24" Reinforced Concrete End Section
0640	603-CB008	(S)	2	Each	48" Reinforced Concrete End Section
0650	603-CB010	(S)	2	Each	60" Reinforced Concrete End Section
0660	605-AA001	(S)	293	Square Yard	Geotextile for Subsurface Drainage, Type III
0670	605-O002	(S)	528	Linear Feet	4" Perforated Sewer Pipe for Underdrains, SDR 23.5
0680	605-P002	(S)	430	Linear Feet	4" Non-perforated Sewer Pipe for Underdrains, SDR 23.5
0690	605-W001	(GY)	20	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM
0700	606-B001		1,775	Linear Feet	Guard Rail, Class A, Type 1
0710	606-D022		24	Each	Guard Rail, Bridge End Section, Type I

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
0720	606-E005		24	Each	Guard Rail, Terminal End Section, Flared	
0730	609-D003	(S)	786	Linear Feet	Combination Concrete Curb and Gutter Type 2	
0740	612-B001		185	Cubic Yard	Flowable Fill, Non-Excavatable	
0750	614-A001	(S)	164	Square Yard	Concrete Driveway, Without Reinforcement	
0760	615-A002	(S)	240	Linear Feet	Concrete Bridge End Barrier, 33.5"	
0770	616-A001	(S)	128	Square Yard	Concrete Median and/or Island Pavement, 10-inch	
0780	616-A004	(S)	761	Square Yard	Concrete Median and/or Island Pavement, 4-inch	
0790	617-A001		57	Each	Right-of-Way Marker	
0800	618-A001		1	Lump Sum	Maintenance of Traffic	
0810	619-A1004		6	Mile	Temporary Traffic Stripe, Continuous White, Paint	
0820	619-A2004		1	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint	
0830	619-A2008		1,930	Linear Feet	Temporary Traffic Stripe, Continuous Yellow, Type 1 or 2 Tape	
0840	619-A4004		3	Mile	Temporary Traffic Stripe, Skip Yellow, Paint	
0850	619-A5002		12,235	Linear Feet	Temporary Traffic Stripe, Detail, Paint	
0860	619-A5003		2,814	Linear Feet	Temporary Traffic Stripe, Detail, Type 1 Tape	
0870	619-A6002		775	Linear Feet	Temporary Traffic Stripe, Legend	
0880	619-D1001		348	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet	
0890	619-D2001		654	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More	
0900	619-E3001		2	Each	Changeable Message Sign	
0910	619-F1001		448	Linear Feet	Concrete Median Barrier, Precast	
0920	619-G4001		24	Linear Feet	Barricades, Type III, Double Faced	
0930	619-G4005		724	Linear Feet	Barricades, Type III, Single Faced	
0940	619-G5001		610	Each	Free Standing Plastic Drums	
0950	619-G7001		4	Each	Warning Lights, Type "B"	
0960	619-J1002		4	Each	Impact Attenuator, 45 MPH	
0970	620-A001		1	Lump Sum	Mobilization	
0980	621-A001		1	Each	Field Laboratory	
0990	626-C002		7	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White	
1000	626-D001		4	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow	
1010	626-E001		1	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	
1020	626-G002		3,531	Linear Feet	Thermoplastic Detail Stripe, White	
1030	626-H004		75	Square Feet	Thermoplastic Legend, White	
1040	626-H005		518	Linear Feet	Thermoplastic Legend, White	
1050	627-L001		312	Each	Two-Way Yellow Reflective High Performance Raised Markers	
1060	630-A001		54	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	
1070	630-A003		242	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	
1080	630-C003		543	Linear Feet	Steel U-Section Posts, 3.0 lb/ft	

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
1090	630-F006		119	Each	Delineators, Guard Rail, White	
1100	630-G005		24	Each	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	
1110	630-K002		44	Linear Feet	Welded & Seamless Steel Pipe Posts, 3"	
1120	699-A001		1	Lump Sum	Roadway Construction Stakes	
1130	815-A007	(S)	4,522	Ton	Loose Riprap, Size 300	
1140	815-E001	(S)	3,262	Square Yard	Geotextile under Riprap	
1150	815-F002	(S)	444	Ton	Sediment Control Stone	
1160	907-207-A001		8	Each	Settlement Plate	
1170	907-253-A001		2,376	Linear Feet	Coir Fiber Baffle	
1180	907-906001		720	Hours	Trainees (\$5.00)	
ALTERNATE GROUP AA NUMBER 1						
1190	304-F001	(GT)	23,113	Ton	3/4" and Down Crushed Stone Base	
ALTERNATE GROUP AA NUMBER 2						
1200	304-F002	(GT)	23,113	Ton	Size 610 Crushed Stone Base	
ALTERNATE GROUP AA NUMBER 3						
1210	304-F003	(GT)	23,113	Ton	Size 825B Crushed Stone Base	
ALTERNATE GROUP BB NUMBER 1						
1220	605-W002	(GY)	345	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	
ALTERNATE GROUP BB NUMBER 2						
1230	605-W003	(GY)	345	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM	
Bridge Items						
1240	501-K001		3,876	Square Yard	Transverse Grooving	
1250	803-B001		6	Each	Conventional Static Pile Load Test (\$5000.00)	
1260	803-D005	(S)	10,425	Linear Feet	HP 14 x 117 Steel Piling	
1270	803-I003	(S)	17	Each	PDA Test Pile, HP Steel Pile	
1280	803-I004	(S)	1	Each	PDA Test Pile, Steel Pipe Pile	
1290	803-J001	(S)	11	Each	Pile Restrike	
1300	804-A001	(S)	625	Cubic Yard	Bridge Concrete, Class AA	
1310	804-A004	(S)	1,186	Cubic Yard	Bridge Concrete, Class BD	
1320	804-C002	(S)	499	Linear Feet	100' Prestressed Concrete Beam, Type IV	
1330	804-C065	(S)	3,744	Linear Feet	40' Prestressed Concrete Beam, Type I+2	
1340	804-C084	(S)	299	Linear Feet	60' Prestressed Concrete Beam, Type II+2	
1350	804-C121	(S)	399	Linear Feet	80' Prestressed Concrete Beam, Type III	
1360	804-C142	(S)	449	Linear Feet	90' Prestressed Concrete Beam, Type IV	
1370	805-A001	(S)	330,010	Pounds	Reinforcement	
1380	813-A002	(S)	2,199	Linear Feet	Concrete Railing, 32"	
1390	815-A007	(S)	6,253	Ton	Loose Riprap, Size 300	
1400	815-E001	(S)	4,758	Square Yard	Geotextile under Riprap	

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1410	907-803-PP003		1,370	Linear Feet	30" Steel Pipe Piling, Wall Thickness 0.500"

For Informational Purposes Only

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

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

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

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

COMBINATION BID PROPOSAL

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

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

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

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

For Informational Purposes Only

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

(c) If Combination C has been selected, then initial and complete ONE of the following.

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

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



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

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

(COMPANY)

DATE: _____

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

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

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

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

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

on Project No. **EXB-0051-02(024)/ 102383303000**

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

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

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

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

Do exceptions exist and are made a part thereof? Yes / No

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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

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

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

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions will be completed and submitted.

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

All of the foregoing is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (<http://www.sam.gov>) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a DUNS Number . _____ (Yes / No)

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

For Informational Purposes Only

SECTION 902

CONTRACT FOR EXB-0051-02(024)/ 102383303000

LOCATED IN THE COUNTY(IES) OF Tallahatchie

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: EXB-0051-02(024)/ 102383303000

LOCATED IN THE COUNTY(IES) OF: Tallahatchie

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 Replacements on SR 32 between Webb & Charleston, Bridge Nos. 48.6, 48.8, 49.1, 49.5, 50.5, 50.8, & 51.5, known as Federal Aid Project No. EXB-0051-02(024) / 102383303 in Tallahatchie 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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI**

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date: **November 28, 2017**

Project No: **EXB-0051-02(024)/ 102383303000**

County: **Tallahatchie**

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

Firm Name:

Contact Name/Title:

Firm Mailing Address:

Phone Number:

_____ DBE Firm _____ Non-DBE Firm

Firm Name:

Contact Name/Title:

Firm Mailing Address:

Phone Number:

_____ DBE Firm _____ Non-DBE Firm

Firm Name:

Contact Name/Title:

Firm Mailing Address:

Phone Number:

_____ DBE Firm _____ Non-DBE Firm

Firm Name:

Contact Name/Title:

Firm Mailing Address:

Phone Number:

_____ DBE Firm _____ Non-DBE Firm

Firm Name:

Contact Name/Title:

Firm Mailing Address:

Phone Number:

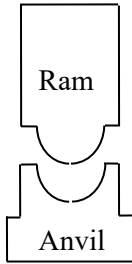
_____ DBE Firm _____ Non-DBE Firm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION PILE AND DRIVING EQUIPMENT DATA FORM

Project No.: _____ Bridge No.: _____

Termini: _____ Pile Driving Contractor: _____

County: _____



Manufacture: _____ Model No.: _____

Hammer Type: _____ Serial No.: _____

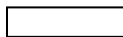
Manufacturers Maximum Rated Energy: _____ (Kip-ft.)

Hammer Stroke at Maximum Rated Energy: _____ (ft.)

Range in Operating Energy: _____ to _____ (Kip-ft.)

Range in Operating Stroke: _____ to _____ (ft.)

Modifications: _____



Striker Weight: _____ (N) Diameter: _____ (in.)

Plate Thickness: _____ (mm)



Material #1

Material #2

Name: _____

Name: _____

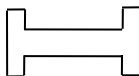
Hammer Area: _____ (in.²) Area: _____ (in.²)

Cushion Thickness/Plate: _____ (in.) Thickness/Plate: _____ (in.)

No. of Plates: _____

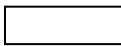
No. of Plates: _____

Total Thickness of Hammer Cushion: _____ (in.)



Helmet
(Drive Head)

Weight: _____ (lbs.)



Pile Material: _____

Cushion Area: _____ (in.²) Total Thickness: _____ (in.)



Pile

Submitted By: _____ **Date:** _____

Telephone No.: _____