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SM No. CHSIP0008011331

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

01

Installation of a Traffic Signal on US 49 from Peps Point Road to US 98, known as Federal Aid Project No. HSIP-0008-01(133) / 106994301 in Forrest County.

Project Completion: 04/12/2019

(PROJECT OF DIVISION INTEREST)

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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11/01/2017 07:01 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:

Installation of a Traffic Signal on US 49 from Peps Point Road to US 98, known as Federal Aid Project No. HSIP-0008-01(133) / 106994301 in Forrest 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

HSIP-0008-01(133)

106994-301000

Forrest County

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

HSIP-0008-01(133)

106994-301000

Forrest County

June 14, 2016

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES

HSIP-0008-01(133)

106994-301000

Forrest County

June 14, 2016

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Ann Russell
Right of Way Division

DATE: October 21, 2016

FROM: Keith Steele
District Preconstruction Engineer

SUBJECT OR PROJECT NO: HSIP-0008-01(133)
106994/301000

INFORMATION COPY TO: File
Trudi Loflin (84-01)

COUNTY: Forrest

ENCROACHMENT CERTIFICATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. Keith Steele
Pre-Construction Engineer 26-01

DATE: October 20, 2016

FROM: Mr. Justin Johnson
Utility Coordinator 16-13

SUBJECT OR PROJECT NO: HSIP-0008-01(133)
106994-301000

INFORMATION COPY TO:

COUNTY: Forrest

Project File 16-13

Mr. Anthony McFarlin 16-10E

Ms. Trudi Loflin 84-01U

Mr. Dale Greer 84-01U

Mr. Gabe Faggard 26-01E

Ms. Ashley Brock 26-01

Mr. Gregory Grondin 73-01

Mr. Steven Parker 16-13

Central Records 89-20

UTILITY CERTIFICATION

The status of utility work on the above project is as follows:

US Highway 49 @ Tatum Industrial Drive
US Highway 49 @ Elks Lake Road/Edward Street
US Highway 49 @ Pearl River Blvd
US Highway 49 @ W.S.F. Tatum Blvd
US Highway 49 @ Wisteria Drive / Helveston Road
US Highway 49 @ West Pine Street
US Highway 49 @ Eddy Street / Cloverleaf Drive
US Highway 49 @ Mamie Street (Hospital)
US Highway 49 @ Hardy Street
US Highway 49 @ Old Highway 42
US Highway 49 @ N. 31st Avenue
US Highway 49 @ Campbell LP / Convention Center
US Highway 49 @ Classic Drive
US Highway 49 @ Peps Point Road

All adjustments are completed
Contractor's operations will not be adversely affected.

All utility facilities are in the back five (5) feet of the right of way and/or outside the work limits.

ROW STATUS REPORT OF AFFECTED RAILROAD FACILITIES

PROJECT EXTERNAL NUMBER: HSIP-0008-01(133)

PROJECT FMS NUMBER: 106994/301000

TERMINI: US 49 from Peps Point Road to US 98

COUNTY: Forrest

DATE: October 21, 2016

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: 106994-301000
External ROW No: HSIP-0008-01(133)

Parcel No:
Station No:
Property Owner:
Description/Pictures:

NA

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5

CODE: (SP)

DATE: 03/16/2017

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit 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 (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) 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 and conditions including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

The Contractor shall make inspections in accordance with condition No. S-4, Page 19, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, a copy of which is provided. 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.

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 2 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. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

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. 435

CODE: (SP)

DATE: 10/06/2017

SUBJECT: Contract Time

PROJECT: HSIP-0008-01(133) / 106994301 – Forrest County

The calendar date for completion of work to be performed by the Contractor for this project shall be **April 12, 2019** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. 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 date.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 436

DATE: 10/03/2017

SUBJECT: Specialty Items

PROJECT: HSIP-0008-01(133)/106994301 - FORREST

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
0540	609-D012	Combination Concrete Curb and Gutter Type 3A Modified

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

Line No	Pay Item	Description
0100	202-B240	Removal of Traffic Stripe

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0170	213-C001	Superphosphate
0180	216-A001	Solid Sodding
0190	219-A001	Watering
0200	221-A001	Concrete Paved Ditch
0210	225-A001	Grassing
0220	225-B001	Agricultural Limestone
0230	225-C001	Mulch, Vegetative Mulch
0240	226-A001	Temporary Grassing
0250	234-A001	Temporary Silt Fence
0260	237-A002	Wattles, 20"
0270	246-A001	Sandbags
0280	249-A001	Riprap for Erosion Control

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0680	626-A003	6" Thermoplastic Traffic Stripe, Skip White
0690	626-C003	6" Thermoplastic Edge Stripe, Continuous White
0700	626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow
0710	626-F004	6" Thermoplastic Edge Stripe, Continuous Yellow
0720	626-G002	Thermoplastic Detail Stripe, White
0730	626-G003	Thermoplastic Detail Stripe, Yellow
0740	626-H004	Thermoplastic Legend, White
0750	626-H005	Thermoplastic Legend, White

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0760	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0770	627-K001	Red-Clear Reflective High Performance Raised Markers
0780	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
1470	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0790	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0800	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0810	630-C003	Steel U-Section Posts, 3.0 lb/ft
0820	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0830	630-F003	Delineators, Flexible Post Mounted, Crossover, Type II
0840	630-K003	Welded & Seamless Steel Pipe Posts, 4"

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0600	619-A2003	Temporary Traffic Stripe, Continuous Yellow, Paint
0610	619-A3004	Temporary Traffic Stripe, Skip White, Paint
0620	619-A5002	Temporary Traffic Stripe, Detail, Paint
0630	619-A6004	Temporary Traffic Stripe, Legend, Paint
0640	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0650	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0660	619-G4005	Barricades, Type III, Single Faced

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: MS170235 04/14/2017 MS235

Superseded General Decision Number: MS20160235

State: Mississippi

Construction Type: Highway

County: Forrest County 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 (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
1	04/14/2017

* ELEC0903-006 12/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 26.10	12.5%+4.00

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00
INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00

LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00

TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

SHSA Cities:

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

SMSA Counties:

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

Non-SMSA Counties:

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

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

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

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

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

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

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-2

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. 907-650-2

CODE: (SP)

DATE: 08/30/2017

SUBJECT: On-Street Video Equipment

Section 907-650, On-Street Video Equipment, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-650 - ON-STREET VIDEO EQUIPMENT

907-650.01--Description. This work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, train, and operate CCTV Camera Systems. CCTV Camera System shall be provided to provide TMC personnel with live streaming video of the roadway network via CCTV Camera Systems. CCTV Camera Systems include both fixed and PTZ cameras.

907-650.02--Materials. All materials furnished, assembled, fabricated or installed shall be new, corrosion resistant.

Support equipment for the CCTV Camera Systems shall be provided in a Type B ITS Equipment Cabinet as described in Section 660.

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

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

- 1) CCTV PTZ Cameras shall be placed and installed at fixed locations to provide full coverage of the mainline travel lanes and shoulders.
- 2) CCTV Fixed Cameras shall be placed and installed at fixed locations to provide coverage of the mainline travel lanes. The cameras shall be provided with a varifocal lens which shall be adjusted by the Contractor for the desired view of the mainline. At major intersections fixed cameras shall also be adjusted to the desired view of the surface streets. The Contractor shall record the adjusted views and submit to the MDOT ITS Engineer or his designee for approval and the MDOT Project Engineer. This recording shall be in a format playable with Windows Media Player or pre approved by MDOT ITS Engineer.
- 3) The CCTV Camera System components shall be compatible with each other and be of rugged design and suitable for reliable operation when mounted in their fixed locations.
- 4) The PTZ and the Fixed cameras shall be provided as either Ethernet IP-based or Analog as indicated in either project plan sheets or Notice to Bidders or should be assumed Ethernet IP if description isn't provided.
- 5) The CCTV Camera System shall be capable of attended and unattended, continuous 24 hours per day operation at fixed sites.

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

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

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

- 9) Video output synchronization shall be 2 to 1 interlace and will observe the NTSC (color) and EIA RS-170 (black and white) standards.
- 10) Resolution: 470 lines horizontal and 350 TV lines vertical, NTSC equivalent.
- 11) Signal-to-noise ratio: 48 dB, minimum with AGC off, un-weighted, and 4.5MHz filter.
- 12) Video Signal Format: National Television Standards Committee (NTSC) composite video output of 1 Volt_{p-p} at 75 ohms, unbalanced.

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

- 1) Power over Ethernet or 24 VAC Power Input.
- 2) Open Architecture.
- 3) Shall utilize H.264 (Video Coding Experts Group (VCEG)/Moving Picture Experts Group) Video Compression Technology types as directed by the Intelligent Transportation Systems Program Manager
- 4) Standard Definition (SD) Units Shall be capable of 2 simultaneous H.264 video streams.
 - a. The primary stream shall provide 480p at 30 fps and the ability to be reduced to D1 resolution at 30 fps.
 - b. The secondary stream shall provide a minimum CIF resolution 30fps.
- 5) High Definition Units (HD) Shall be capable of 2 simultaneous H.264 video streams.
 - a. The primary stream shall provide 720p at 30 fps at a minimum and the ability to be reduced to D1 resolution at 30 fps.
 - b. The secondary stream shall provide a minimum CIF resolution 30fps.
- 6) Image sensor: 1/3 inch charge-coupled device (CCD)
- 7) Shall be capable to take video snapshots in JPEG format and transfer image via FTP.
- 8) IP encoded streams and Video Compression Technology shall be compatible with the existing video streaming servers and decoders for the www.mdottraffic.com WEB site or as approved by the Intelligent Transportation Systems Program Manager.
- 9) Internet Protocols: TCP, UDP (Unicast, Multicast IGMP V2), UPnP, DNS, DHCP, RTP, NTP
- 10) Support Real Time Streaming Protocol (RTSP)
- 11) Multilevel Password Protection.
- 12) EDR (Extended Dynamic Range).
- 13) C/CS Lens Mount.
- 14) Backlight Compensation.
- 15) Low Profile Top/Bottom Mount.
- 16) BNC Service Connector. Tap shall be installed inside cabinet.

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

- 1) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 2) Optical and Digital Zoom:
 - a. Shall provide an optical zoom of 35X for analog dome cameras.
 - b. Shall provide a minimum optical zoom of 18X and a minimum digital zoom of 6X for IP PTZ cameras.

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

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

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

907-650.02.6--PTZ Enclosure. The minimum PTZ enclosure requirements include:

- 1) Sealed, pressurized dome enclosure that provides complete protection for the camera and lens assembly from moisture and airborne contaminants.

- 2) Environmental resistant and tamper proof meeting NEMA 4X or IP-67 rating requirements.
- 3) The dome enclosure shall be constructed in such a way that unrestricted camera views can be obtained at all camera and lens positions.
- 4) Dome environmental control shall be provided by nitrogen pressurization with a Schrader Valve for pressurization and purging. The enclosure shall be designed to be pressurized to the manufactures recommended level .with dry nitrogen. The notation “CAUTION – PRESSURIZED” shall be printed on the rear plate of the enclosure and shall be clearly visible and readable.
- 5) An alarm shall be displayed under low-pressure conditions and displayed on the camera video. The low-pressure alarm shall be on/off selectable by the operator at the TMC.
- 6) The PTZ dome enclosure shall consist of a two-piece (upper and lower half) dome.
- 7) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture entry. A sealed connector shall be at the top of the dome.
- 8) The dome enclosure shall assist in preventing lens fogging and effectively reduce internal temperatures.
- 9) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 10) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 11) The camera equipment inside the dome enclosure shall meet all its specified requirements when operating under the following conditions:
 - a. Ambient Temperatures: From -40°C to +65°C (-40°F to +149°F). A heater/blower shall be used to maintain internal dome temperatures within the manufacturer required operating temperatures for their equipment.
 - b. Relative Humidity: 5% and 95%, non-condensing.
- 12) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.
- 13) At a minimum, dome enclosures shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor. For projects that are in areas with higher wind standards, the higher standard is required.

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

- 1) The motorized, remotely controlled Pan/Tilt unit shall be mounted within the dome enclosure. The unit shall be integrated with the CCTV control system.
- 2) For dome enclosed units, the unit shall provide a minimum continuous tilt (vertical) movement of 90 degrees from horizontal and continuous pan (horizontal) movement of 360 degrees. Tilt speed shall be variable from zero up to 40 degrees per second, minimum, and the pan speed shall be variable from zero up to 80 degrees per second, minimum.
- 3) For separately housed tilt motor units (non-Dome Cameras), the unit shall provide a minimum continuous tilt (vertical) movement of +90° to -90° degrees from horizontal and continuous pan (horizontal) movement of 360 degrees. Tilt speed shall be variable from zero up to 34 degrees per second, minimum, and the pan speed shall be variable from zero up to 80 degrees per second, minimum.

- 4) The unit shall be capable of simultaneous pan, tilt movements and zoom on one camera
- 5) Drive motors shall be capable of instantaneous reversing, be corrosion resistant, not require lubrication, and have overload protection.
- 6) Braking shall be provided in both pan and tilt movements to enable fast stop and reversal and to prevent drifting.
- 7) The viewing limits shall be set by a minimum of eight (8) discreet privacy zones that are software selectable.

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

- 1) The camera control receiver shall provide a single point interface for control, power and video communications.
- 2) The camera control receiver-driver shall be included within the dome enclosure and control the camera, pan/tilt and lens functions at each CCTV site.
- 3) The unit shall provide alphanumeric generation for on-screen titles.
- 4) The unit shall provide the ability to display diagnostic information on the screen in response to user commands.
- 5) The diagnostic information shall include current pan, tilt, zoom and focus positions, and error codes for power, communication, position and memory problems.
- 6) The capability for programmed tours shall be provided.
- 7) The camera control receiver shall use non-volatile memory to store the required information for presets, camera ID and sector text.
- 8) Presets shall meet the following requirements:
 - a. A minimum of 64 presets shall be supported. Each preset shall consist of pan, tilt, zoom and focus positions.
 - b. The Contractor shall develop and install ten (10) presets for each camera. The Contractor shall submit the preset locations to the MDOT ITS Engineer for review and approval.
- 9) Protocols: CCTV cameras shall support at a minimum the Pelco D and the NTCIP 1205 v1.08 communication protocol. No camera control receiver-driver shall use non-published protocols. The Contractor shall provide protocol documentation.
- 10) Communications Interface: The communications interface shall support communications compliant with RS- 232, and/or 485 (user selectable), or shall provide a network interface port.
- 11) Serial communications interface shall be compatible with the Video Encoder serial port as defined in Section 907-662 .
- 12) Standard interface connectors shall be provided.
- 13) The local video input and output connections shall be the BNC type for analog cameras. IP Based Cameras should stream video over the Ethernet connection but include a BNC type connection for local testing, configuration, and calibration.
- 14) Connector(s) shall also be used for connecting the control outputs from the control receiver-driver unit to the camera, lens and pan/tilt mechanisms.

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

- 1) Type Varifocal
- 2) Format Size 1/3 Inch
- 3) Mount Type CS
- 4) Focal Length 5-50
- 5) Zoom Ratio 1.4 -360
- 6) Relative Aperture (F) 1.6-360
- 7) Iris Auto (Direct Drive)
- 8) Focus Manual
- 9) Zoom Manual
- 10) Minimum Object Distance 0.5 m
- 11) Back Focal Length 10.05 mm
- 12) The camera lens shall have a minimum F-Stop of 1.4 to 1.6.
- 13) Shall provide a varifocal zoom of 5-50 mm.
- 14) Iris: Support automatic iris control with manual override capability. The iris shall be in a closed position when there is no power.
- 15) White or Color Balance: Support automatic or set to yield optical results under various outdoor lighting conditions.
- 16) Shutter Speed: Support automatic or set to yield optimal results under low lighting conditions without blooming or smearing, auto-iris on. Provide electronic shutter that is selectable in steps.
- 17) Vibration or ambient temperature change shall not affect the automatic iris function, focus mechanism or zoom mechanism.
- 18) The lens shall be optically clear, impact resistant and acrylic. The acrylic lens shall not yellow and shall not introduce appreciable light loss or geometric distortion over a 10-year service life when exposed to the environment.

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

- 1) Designed for Outdoor Applications
- 2) Maintenance access for servicing
- 3) Environmental resistant and tamper proof meeting NEMA 4X or IP-66 rating requirements.
- 4) A harness and cables shall be provided with each enclosure to extend the video, power and data from the CCTV Camera System to the field cabinet. No harness shall be exposed. All entry points shall have gaskets to prevent moisture
- 5) The enclosure shall minimize glare and provide overexposure protection for the camera when pointed directly at the sun.
- 6) The enclosure shall be equipped with a heater, a defroster and a thermostat.
- 7) The camera equipment inside the enclosure shall meet all its specified requirements when operating under the following conditions:

- a. Ambient Temperatures: -10°C to +50°C (14°F to +122°F). A heater/blower shall be used to maintain internal temperatures within the manufacturer required operating temperatures for their equipment.
- b. Relative Humidity: 5% and 95%, non-condensing.
- 8) Total weight of CCTV cameras (including the housing, sunshield, and all internal components shall be less than 18 pounds.
- 9) The enclosure shall be secured with a mounting plate/attachment designed to withstand a 90mph sustained wind speed with a 30% gust factor. For projects that are in areas with higher wind standards, the higher standard is required.

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

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

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

- 1) The coaxial cable from the CCTV Camera System to the equipment cabinet shall be double braided (95% coverage) coaxial cable.
- 2) RG 59/U, 20AWG, bare copper conductor, polyethylene insulation.
- 3) 98% tinned copper, double braid shield, black polyethylene jacket.
- 4) Characteristic Impedance: 75 ohms, nominal.
- 5) Capacitance (conductor to shield): 21pF/ft; Inductance: 0.131uH/ft, nominal.

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

- 1) Surge protectors shall be furnished for all non-dielectric cable and conductors (video, data/signal and device/assembly power) between the CCTV Camera System and the equipment cabinet.
- 2) The surge protectors shall have leads that are kept to a minimum length as recommended by the surge device manufacturer.
- 3) All surge protection devices shall be designed to meet the temperature and humidity requirements expected in this type of outdoor application.

- 4) All Surge protectors shall be U.L. listed (UL 1449, UL 497, 497A, 497B, etc., as appropriate) and bonded to the same single-point ground point.
- 5) Coaxial Cable Surge protectors for coaxial cable shall meet/provide the following functionality:
 - a. Attenuation: 0.1dB @10 MHz, typical
 - b. Input/Output Impedance: 75 ohms nominal
 - c. Operating Voltage of the surge protector shall match characteristics of the ITS device/assembly
 - d. Peak Surge Current: 5,000-amperes for an 8x20 microsecond waveform
 - e. Response Time: 1 nanosecond or less
- 6) Low Voltage/Signal Cable Surge protectors for data/signal/control cable shall meet/provide the following functionality:
 - a. Peak Surge Current: 10,000-amperes for an 8x20 microsecond waveform
 - b. Response Time: 1 nanosecond or less
 - c. Life Expectancy: Capable of surviving at a minimum of 25 occurrences at 2000-amperes
- 7) CCTV power surge protectors for power from equipment cabinet power distribution to the CCTV Camera System shall meet/provide the following functionality:
 - a. Frequency: DC to 10MHz
 - b. Clamping Voltage: < 30VAC (rms) or 42VDC
 - c. Insertion Loss: < 0.2dB
 - d. Input/Output Impedance: 75 ohms, typical
 - e. Peak Surge Current: 3000-amperes
 - f. Response Time: 1 nanosecond or less
- 8) Surge protection for the IP Fixed cameras shall include provisioning for the Power over ETHERNET (POE) cabling and voltages.

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

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

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

- 1) The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Program. The Project Engineer, ITS Engineer, and/or their designee(s) are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The ITS Engineer, Project Engineer and/or their designee(s) reserve the right to attend and observe all tests. The Contractor is required to perform the final project acceptance test with the MDOT ITS Engineer or his designee present.
- 2) Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall be submitted and approved for each test as part of the project submittals. Test procedures shall include every action necessary to fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements. Test procedures shall cross-reference to these Technical Specifications or the Project Plans. Test procedures shall contain documentation regarding the equipment configurations and programming.
- 3) No testing shall be scheduled until approval of all project submittals and approval of the test procedures for the given test.
- 4) The Contractor shall provide all ancillary equipment and materials as required in the approved test procedures.
- 5) The Contractor shall request in writing the Project Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the equipment to be tested. The Project Engineer reserves the right to reschedule test request if needed.
- 6) All tests shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Project Engineer within seven (7) days of the test. Any given test session is considered incomplete until the Project Engineer has approved the documentation for that test session.
- 7) All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Program Manager or his designee.
- 8) The satisfactory completion of any test shall not relieve the Contractor of responsibility to provide a completely acceptable and operating system that meets all requirements of this project.
- 9) Standalone Acceptance Test (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links (fiber, leased copper, wireless), control cables, poles, etc. An SAT shall be conducted at every field device site. Where applicable, a SAT shall be conducted for a fully installed and completed connection to the designated Traffic Management Center (TMC) or central data/video collection site.

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

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

- 1) All warranties and guarantees shall be assigned to the Mississippi Department of Transportation.
- 2) The warranty shall be a **minimum of one (1) year warranty** per CCTV and all other installed and/or attached appurtenances.
- 3) The one year warranty period begins upon final acceptance of the video subsystem.
- 4) During the warranty period, the Contractor shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the manufacturer's factory or authorized warranty site.
- 5) Products repaired or replaced under warranty by the manufacturer shall be returned prepaid by the manufacturer.
- 6) During the warranty period, technical support shall be available from the Contractor via telephone within **four (4) hours** of the time a call is made by the Department, and this support shall be available from factory certified personnel.
- 7) During the warranty period, **updates and corrections to hardware**, software and firmware shall be made available to the Department by the Contractor at no additional cost.

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

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

907-650.04--Method of Measurement. On-Street Video Equipment will be measured per each camera installation.

907-650.05--Basis of Payment. On-Street Video Equipment, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials inclusive of camera unit, housing, pan/tilt drive, receiver/driver, software driver, mounting hardware, any necessary enclosures, items necessary to mount the camera unit from a mast arm pole, steel strain pole, pole extension pipe, etc., for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor, and incidentals necessary to complete the work.

Required cabinet facilities, including transformer and/or disconnects, will not be measured for separate payment.

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

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

Payment will be made under:

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-659-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Traffic Management Center (TMC) Modifications

Section 907-659, Traffic Management Center (TMC) Modifications, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-659 - TRAFFIC MANAGEMENT CENTER (TMC) MODIFICATIONS

907-659.01--Description. The MDOT Statewide Traffic Management Center (TMC) is located in the Traffic Engineering Division in the MDOT Shop Complex at 2567 North West Street, Jackson, Mississippi. Regional and City Traffic Management Centers may be located statewide. The following is a list of existing/planned centers and their addresses:

City of Jackson TMC – 300 North State Street, Jackson, Mississippi (basement)

Northwest Regional Combined TMC – 8791 Northwest Drive, Southaven, Mississippi (Police Department)

City of Ridgeland TOC – 304 Hwy 51, Ridgeland, Mississippi (City Hall)

Oxford Combined TMC – 715 Mollybarr Road, Oxford, Mississippi (Oxford Police Department)

Hattiesburg Regional TMC/EOC – 6356 Hwy 49N, Hattiesburg, Mississippi (MDOT District 6 Headquarters)

Batesville Regional TMC/EOC – 150 Hwy 51N, Batesville, Mississippi (MDOT District 2 Headquarters)

Natchez Combined TMC – 233 Devereaux Drive, Natchez, Mississippi (Police Department)

Gulf Regional TMC – 16499 Hwy 49, Saucier, Mississippi (MDOT Lyman Project Office)

Additional Traffic Management Centers may be added as needed.

907-659.02--Blank.

907-659.03--Construction and Operation Requirements.

907-659.03.1--TMC Modifications. The MDOT TMC modifications required to integrate and operate the traffic systems and devices shall be provided. These include, but are not limited to, expanding the central video management system, interconnecting the appropriate number of video interfaces to the TMC video management systems, expanding the MSTraffic backbone network through radio communications, wireless communications, T1 lines or fiber communications, expanding the TACTICS signal system, or upgrading existing signal systems, expanding or modifying existing adaptive control signal software systems (i.e. SCOOT, ACS Lite, etc.), expanding the Automated Traffic Management System (ATMS), and integrating all the existing

computing facilities. All TMC modifications must meet U.S. Department of Transportation Intelligent Transportation System (ITS) Standards, Policies, and Architectures as well as MDOT's applicable Statewide or Regional Architecture.

907-659.03.2--TMC Modifications - Monitor Systems. Roadway traffic monitor locations shall provide local control functions related to traffic slowdowns and other congestion monitors as defined by MDOT Traffic Engineering. Additionally, the traffic monitor systems shall provide on-line data for use by the existing MDOT ATMS for engineering, operations, planning, incident, and mstraffic.com purposes. This data shall include, but is not limited to, per vehicle data raw data which shall be transmitted to and stored and managed by the ATMS. The traffic monitor systems shall be capable of utilizing both or either loop, microloop, radar, and/or video detection information. The system shall provide a consistent communication and management system regardless of detection methods used. All Traffic Monitoring Systems must meet U.S. Department of Transportation Intelligent Transportation System (ITS) Standards, Policies, and Architectures as well as MDOT's applicable Statewide or Regional Architecture.

907-659.03.3--TMC Modifications – Installation Requirements. All equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new devices installed by Contractor shall be the responsibility of the Contractor.
- 2) Installation of all equipment and software shall be included. The Contractor must provide the MDOT ITS Manager with an Installation Schedule. The Installation Schedule must be approved by the State Traffic Engineer.
- 3) All equipment and software must be fully functional and pass a Final Inspection by the ITS Manager and Project Engineer before being accepted by MDOT.

907-659.03.4--MDOT Employee Training. Training shall be provided covering the system architecture, operations, and maintenance of the TMC systems. If training requirements include travel on the part of training participants then the cost of the travel shall be included.

907-659.04--Method of Measurement. Traffic Management Center Modifications and Traffic Management Center Modifications – Monitor Systems, complete in place, tested and accepted, will be measured per each intersection or on a lump sum basis. Traffic Management Center Modifications – Training will be measured on a lump sum basis.

907-659.05--Basis of Payment. Traffic Management Center Modifications, Traffic Management Center Modifications – Monitor Systems, and Traffic Management Center Modifications - Training, measured as prescribed above, will be paid for at the contract unit price per each or contract lump sum price, which price shall be full compensation for furnishing all materials for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-659-A: Traffic Management Center Modifications - per each or lump sum

907-659-B: Traffic Management Center Modifications – Monitor Systems - per each or lump sum

907-659-C: Traffic Management Center Modifications – Training - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-661-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fiber Optic Cable

Section 907-661, Fiber Optic Cable, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-661 – FIBER OPTIC CABLE (OSP)

907-661.01--Description. The work shall consist of the construction of the infrastructure required to install, replace, or upgrade fiber optic cable. The infrastructure shall include all necessary conduits, pull boxes, pole line hardware, building entries, risers and fiber cable to make a complete system.

907-661.02--Materials.

907-661.02.1--Single Mode Fiber Optic Cable (FO Cable). The Contractor shall provide 72-count fiber optic cable that meets the following requirements:

- All-dielectric, outside plant, loose tube cable with central strength/anti-buckling member
- Dry water blocking materials and construction
- Reverse oscillating “SZ” stranded buffer tube construction
- High tensile strength yarn
- Medium density polyethylene outer jacket
- 72-fiber cable with six (6) active buffer tubes and 12 individual stranded fibers per buffer tube
- Cable construction design that allows no more than six (6) buffer tube positions
- Maximum diameter 0.48 inches
- Maximum weight 0.07 pounds per foot.

The Contractor shall provide a cable in accordance with the Plans and contract documents. This cable shall be designated as a trunk cable.

The Contractor shall ensure that the cable can withstand a maximum pulling tension of 600 pounds (lbf) during installation and 180 pounds (lbf) installed long term (at rest).

The cable shall have a shipping, storage and operating temperature range of -22°F to +158°F and installation temperature range of -22°F to +140°F.

The Contractor shall provide cable with outer jacket marking using the following template.

Manufacturer's Name - “Optical Cable” - Month/Year of Manufacture - Telephone Handset

Symbol - "MDOT" - "72F SM"

The Contractor shall include in the outer jacket marking the cable sequential length in accordance with the following:

- In English units every two (2) feet
- Within -0/+1% of the actual length of the cable
- In contrasting color to the cable jacket
- Marking font height no less than 0.10 inch
- On any single length of cable on a reel, the sequential length markings do not run through "00000"

907-661.02.2--Single Mode Fiber Optic Cable Indoor/Outdoor Riser Rated. The Contractor shall provide fiber optic plenum rated cable that meets the following requirements when called for on the Plans:

- All-dielectric, inside plant, loose tube central core cable
- High tensile strength yarn surrounding the central tube core
- Dry water blocking materials and construction
- 72-fiber cable with six (6) active buffer tubes and 12 individual stranded fibers per buffer tube
- The Contractor shall provide a cable in accordance with the Plans and contract documents. This cable shall be designated as the building entry cable.

The Contractor shall ensure that the cable can withstand a maximum pulling tension of 300 pounds (lbf) during installation.

The cable shall have a shipping, storage and operating temperature range of -22°F to +158°F and an installation temperature range of 14°F to 140°C shall be provided.

The Contractor shall provide cable with outer jacket marking using the following template.

Manufacturer's Name - "Optical Cable" - Month/Year of Manufacture - Telephone Handset
Symbol - "MDOT" - "72F SM"

The Contractor shall include in the outer jacket marking the cable sequential length in accordance with the following:

- English units every two (2) feet.
- Within -0/+1% of the actual length of the cable
- Contrasting color to the cable jacket
- Marking font height no less than 0.10 inch
- The sequential length markings do not run through "00000" on any single length of cable on a reel

907-661.02.3--Single Mode Fiber Optic Drop Cable (FO Drop Cable). The Contractor shall

provide 12-count Single Mode Fiber, Pre-Terminated Drop Cable Assemblies. These assemblies shall be employed when connecting a camera, traffic controller, DMS or other device to the main cable.

Assemblies shall be factory assembled and terminated on one end with ceramic ferrule, LC compatible, heat cured epoxy connectors with an operational temperature of -40°F to +158°F. Each connector shall have a minimum of a 1-inch strain relief boot.

Insertion loss for each connector shall not exceed 0.30 dB.

Return loss for single mode connectors shall be greater than 45 dB.

Each assembly shall be fully tested and those test results placed on a test tag for each assembly.

Each assembly shall be individually packaged within a box or reel, with the submitted manufacturer's part number marked on the outside of the package.

Individual 250- μ m coated fibers shall be up-jacketed to 1/8-inch using fan-out tubing. This tubing shall contain a 900- μ m Teflon inner tube, aramid yarn strength members and an outer jacket.

The fan-out tubing shall be secured to the cable in a hard epoxy plug transition. Length of the individual legs shall be a minimum of three feet with the length difference between the shortest and longest legs of the assembly being no more than two inches.

The 12-Fiber, Pre-terminated Drop Cable Assemblies provided shall meet the following minimum requirements:

- All-dielectric, outside plant, loose tube central core cable shall be used
- High tensile strength yarn surrounding the central tube core
- Dry water blocking materials and construction
- Twelve (12) individual stranded fibers contained within the central tube core
- The Contractor shall provide a cable in accordance with the Plans and contract documents. This cable shall be designated as the drop cable.

The Contractor shall ensure that the cable can withstand a maximum pulling tension of 300 pounds (lbf) during installation.

The cable shall have a shipping, storage and operating temperature range of -22°F to +158°F and an installation temperature range of 14°F to 140°F.

The Contractor shall provide cable with outer jacket marking using the following template.

Manufacturer's Name - "Optical Cable" - Month/Year of Manufacture - Telephone Handset Symbol - "MDOT" - "12F SM"

The Contractor shall include in the outer jacket marking the cable sequential length in accordance

with the following:

- English units every two (2) feet
- Within -0/+1% of the actual length of the cable
- Contrasting color to the cable jacket
- Marking font height no less than 0.10 inch
- The sequential length markings do not run through “00000” on any single length of cable on a reel

907-661.02.4--Multimode Fiber Optic Drop Cable (MM FO Drop Cable). The Contractor shall provide 12-count Multimode Fiber, Pre-Terminated Drop Cable Assemblies. These assemblies shall be employed when connecting a camera, traffic controller, DMS or other device to the main cable.

Cable Assembly shall be rated for outdoor environment and have operational temperature of -40°F to +158°F. Each connector shall have a minimum of a 1-inch strain relief boot. The Cable Assembly shall also be pre-terminated on one end.

Insertion loss for each connector shall not exceed 0.30 dB.

Fiber loss shall not exceed 3dB/km for 850 nm and 1 dB/km for 1300 nm.

Each assembly shall be fully tested and those test results placed on a test tag for each assembly.

Each assembly shall be individually packaged within a box or reel, with the submitted manufacturer's part number marked on the outside of the package.

The fan-out tubing shall be secured to the cable in a hard epoxy plug transition. Length of the individual legs shall be a minimum of three feet with the length difference between the shortest and longest legs of the assembly being no more than two inches.

The 12-Fiber, Pre-terminated Drop Cable Assemblies provided shall meet the following minimum requirements:

- All-dielectric, outside plant, loose tube central core cable
- High tensile strength yarn surrounding the central tube core
- Dry water blocking materials and construction
- Twelve (12) individual stranded fibers contained within the central tube core
- The Contractor shall provide a cable in accordance with the Plans and contract documents. This cable shall be designated as the drop cable.

The Contractor shall ensure that the cable can withstand a maximum pulling tension of 300 pounds (lbf) during installation.

The cable shall have a shipping, storage and operating temperature range of -22°F to +158°F and an installation temperature range of 14°F to 140°F.

The Contractor shall provide cable with outer jacket marking using the following template.

Manufacturer's Name - "Optical Cable" - Month/Year of Manufacture - Telephone Handset
Symbol - "MDOT" - "12F MM"

The Contractor shall include in the outer jacket marking the cable sequential length in accordance with the following:

- English units every two (2) feet
- Within -0/+1% of the actual length of the cable
- Contrasting color to the cable jacket
- Marking font height no less than 0.10 inch
- The sequential length markings do not run through "00000" on any single length of cable on a reel

907-661.02.5--Plenum Rated Nonmetallic Corrugated Raceway. The Contractor shall provide plenum rated nonmetallic corrugated raceway inside buildings when cable is not in rigid conduit when called for on the plans.

The installation shall conform to NEC articles 770 and 800.

Raceway shall meet UL Standards 910 and 2024.

The Contractor shall provide 2-inch diameter raceway unless larger is called for in the plans.

The Contractor shall provide Fiber Optic Fusion Splice (FO Splice Fusion) for splicing of all fibers with a fully automatic portable fusion splicer that provides consistent low loss (max 0.10 dB) splices.

Splicer shall provide three-axis fiber core alignment using light injection and loss measurement techniques.

The fusing process shall be automatically controlled.

The splicer shall provide splice loss measurements on an integral display, as well as a magnified image of the fiber alignment.

The Contractor shall retain ownership of the fusion splicer.

907-661.02.6--Fiber Optic Connectors. The Contractor shall provide fiber optic connectors for all fiber optic infrastructures including but not limited to fiber optic termination cabinets, fiber optic drop panels, and fiber optic patch cords.

The Contractor shall provide only factory-installed keyed LC compatible connectors for all fiber optic infrastructures.

Field-installed connectors shall not be used.

Adapter couplers shall not be used to change connector types.

Ceramic ferule connectors, factory-installed, with a thermal-set heat-cured epoxy and machine polished mating face shall be used.

Connectors shall be installed as per manufacturer application and recommendations, including proper termination to the outer-tubing (900-micron tubing, 3-mm fan out tubing, etc.) required for the application.

Connectors rated for an operating temperature of -40°F to +167°F shall be used.

Simplex connectors for all male LC connectors shall be used and a latching cover for two male connectors being used in a duplex configuration shall be provided. Female couplers may be duplex but must allow simplex mating connectors.

Dust caps shall be provided for all exposed male connectors and female couplers at all times until permanent connector installation.

907-661.02.7--Fiber Optic Termination Cabinet (FO Termination Cabinet). Fiber optic termination cabinets shall be provided in communications hubs, field junctions, and the MDOT Traffic Management Center (TMC) as shown in the Plans for termination of 72-fiber outside plant (OSP) cable.

The Contractor shall provide wall/shelf mount 12-fiber distribution cabinet equipped with fiber optic connector modules in a 12-fiber configuration. These will be used in field equipment and communication cabinet locations.

Termination cabinets with cable management features included shall be provided.

The Contractor shall use termination cabinets that are fully compatible with all components of the fiber optic infrastructure as specified, including, but not limited to, fiber optic cable, fiber optic fusion splices and fiber optic connectors.

The Contractor shall provide rack-mount termination cabinets designed to fit standard 19-inch EIA equipment racks.

The Contractor shall provide all mounting hardware and supports to mount the termination cabinets in the locations shown in the Plans.

The Contractor shall provide fiber optic termination cabinets providing 72-fiber connectors and capable of storing 72 fusion splices in splice trays.

The Contractor shall provide termination cabinets that integrate the splice trays and connector

modules into one compartment within one cabinet, or houses the splice trays and connector modules in separate compartments integrated into one cabinet.

The maximum dimensions of a complete termination cabinet shall be 7-rack units, 12.25 inches high by 16 inches deep.

Fiber optic termination cabinets shall be fully enclosed metallic construction with a protective hinged front cover for the connector ports.

The cabinet shall have cable access on all sides of the enclosed area behind the connector port panel.

The Contractor shall provide sufficient splice trays for storing 72 fusion splices in 12 or 24-splice increments.

The Contractor shall provide termination cabinets with fiber optic connector modules in a 12 fiber configuration of six (6) rows of one (1) duplex connector couplers. Connector modules shall mount vertically in the termination cabinet front panel.

Connector modules shall include clearly legible and permanent labeling of each of the 12 fiber connector couplers, and shall be labeled and identified as shown in the Plans.

The Contractor shall provide factory-assembled 12-fiber termination interconnect cables (pigtail cables) to be fusion spliced to the outside plant or indoor cable and connected to the rear of the connector modules.

Termination interconnect cables shall be all-dielectric, single jacketed cable with high tensile strength yarn surrounding 12 individual 900-micron fibers following EIA/TIA-598B color identification with factory-installed connectors.

The Contractor shall provide all incidental and ancillary materials including but not limited to grommets, cable strain relief and routing hardware, blank connector panels and labeling materials.

The cable shall be new (unused) and of current design and manufacture.

907-661.02.8--OSP Closures for Aerial, Pole Mount, Pedestal and Hand Hold Environments.

OSP closures for aerial, pole mount, pedestal and hand hole shall be capable of accepting up to eight cables. The closures shall be capable of storing up to eight 90-inch lengths of expressed buffer tubes and up to 96 splices.

Assembly shall be accomplished without power supplies, torches, drill kits or any special tools. Re-entry shall require no additional materials.

Sealing shall be accomplished by enclosing the splices in a polypropylene case that is clamped together with a stainless steel latch and sealed with an O-ring.

Closure shall be capable of strand mounting with the addition of a strand mounting bracket.

Splice case shall be non-filled, non-encapsulate to prevent water intrusion, and shall allow re-entry without any special tools.

The closure shall be capable of preventing a 10-foot water head from intruding into the splice compartment for a period of seven (7) days.

It is the responsibility of the Contractor to ensure that the water immersion test has been performed by the manufacturer or an independent testing laboratory, and the appropriate documentation has been submitted to the Engineer.

907-661.02.9--OSP Closures for Drop Cable Splice Points. OSP closures for aerial, pole mount, pedestal and hand hold shall be capable of accepting the trunk cable and two drop cables. The closures shall be capable of storing up to eight 90-inch lengths of expressed buffer tubes and up to 48 splices.

Assembly shall be accomplished without power supplies, torches, drill kits or any special tools. Re-entry shall require no additional materials.

Sealing shall be accomplished by enclosing the splices in a polypropylene case that is clamped together with a stainless steel latch and sealed with an O-ring.

Closure shall be capable of strand mounting with the addition of a strand mounting bracket.

Splice case shall be non-filled, non-encapsulate to prevent water intrusion, and shall allow re-entry without any special tools.

The closure shall be capable of preventing a 10-foot water head from intruding into the splice compartment for a period of seven days.

It is the responsibility of the Contractor to ensure that the water immersion test has been performed by the manufacturer or an independent testing laboratory, and the appropriate documentation has been submitted to the Engineer.

907-661.02.10--Patch Cords and Jumper Cables. Any patch cords or jumper cables required to connect the new fiber and equipment at existing locations shall be considered incidental and shall be included in the cost of pay items Fiber Optic Cable and Fiber Optic Drop Cable.

Any patch cords used for system configuration shall be compatible with fiber types and connectors specified herein.

Single-mode patch cords shall be yellow in color.

Jacketing material shall conform to the appropriate NEC requirement for the environment in which installed.

All cordage shall incorporate a 900- μ m buffered fiber, aramid yarn strength members and an outer jacket.

Patch cords may be simplex or duplex, depending on the application.

Attenuation shall be less than 1.0 dB/km @ 1310 nm, 0.75 dB/km @ 1550 and have a total attenuation of less than 0.5 dB.

The Contractor shall be responsible to determine and provide attenuators with the proper attenuation to not exceed the optical budgets of the equipment connected by patch cables.

907-661.02.11 Cable Labels. The Contractor shall provide cable labels that meet the following requirements:

- Self-coiling wrap-around type
- PVC or equivalent plastic material with UV and fungus inhibitors
- Base materials and graphics/printing inks/materials designed for underground outside plant use including solvent resistance, abrasion resistance and water absorption
- Minimum size of 2.5 inches wide by 2.5 inches long
- Minimum thickness of 0.010 inches
- Orange label body with pre-printed text in bold black block-style font with minimum text height of 0.375 inches
- The Contractor shall pre-print the following text legibly on labels used for all fiber optic trunk cables:

Caution Fiber Optic Cable Mississippi Department of Transportation (601) 359-1454

- The Contractor shall pre-print the following text legibly on labels used on all fiber optic drop cables (FO Drop Cable):

Caution Fiber Optic Drop Cable Mississippi Department of Transportation (601) 359-1454

- On all cable labels, the Contractor shall print the text specified above twice on the label with the text of the second image inverted. The end result shall be text which “reads correctly” when the label is coiled onto a cable.

907-661.02.12--Cable Markers. The Contractor shall provide low profile soil cable markers which meet the following requirements:

- 3.5 inches in diameter
- UV stabilized for Maximum fade resistance
- Durable and abrasion resistant
- Lawn mower resistant
- Orange in color

- Printed Legend:

Fiber Optic Cable
Mississippi Department of Transportation
Traffic Engineering Division (601)359-1454

The Contractor shall install cable markers with a 13-inch nylon stake every 500 feet along the fiber run.

907-661.02.13--Conduit Detection Wire. Conduit detection wire shall be #10 AWG stranded copper, orange-insulated, THHN -THWN conductor.

The Contractor shall furnish and install a detection wire surge protection system. The Contractor shall ensure that detection wires are attached to a surge protection system designed to dissipate high transient voltages or other electrical surges.

The Contractor shall ensure that the detection wire surge protection system is grounded to a driven rod within 10 feet of the system using AWG #6 single conductor wire. Grounding must be done through a stand alone system not connected to power or ITS device grounding.

The Contractor shall ensure that the surge protection system normally allows signals generated by locate system to pass through the protection system without going to ground.

907-661.02.14--Project Submittal Program Requirements. The Contractor shall provide project submittals for all fiber optic infrastructures. The project submittals for fiber optic infrastructure shall include all items in this provision and any additional requirements included in any Notice to Bidders.

The Contractor shall provide project submittals including manufacturer recommended operations, maintenance and calibration procedures for the following equipment:

- Fiber optic installation and testing tools
- Fusion splicers
- Cable pulling strain dynamometers and breakaway links
- Cable air jetting/blowing systems
- OTDRs
- Optical attenuation testers (light sources and power meters)

The Contractor shall submit documentation and proof of manufacturer recommended operator training and certification for the following equipment:

- Fusion splicers
- Cable air jetting/blowing systems
- OTDRs
- Optical attenuation testers (light sources and power meters)

907-661.03--Construction Requirements. All equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows.

907-661.03.1--General Requirements. The Contractor shall install all fiber optic infrastructures according to the manufacturer's recommended procedures and specifications.

The Contractor shall provide all necessary interconnections, services and adjustments required for a complete and operable data transmission system.

The Contractor shall install all fiber trunk, drop, and patch cables such that attenuation shall be less than 1.0 dB/km @ 1310 nm, 0.75 dB/km @ 1550.

All pole attachments, service loops and conduit risers shall be placed to minimize the possibility of damage as well as to facilitate future expansion or modernization.

The cable shall be installed in continuous runs as indicated on the plans. Splices shall be allowed only at drop points or reel end points specified in the plans.

At drop locations only, those fibers necessary to complete the communication path shall be spliced. Other fibers in the cable(s) shall be left undisturbed, with a minimum of five feet of buffer tube coiled inside the closure.

Sufficient slack shall be left at each drop point to enable access of the cable components and splicing to occur on the ground. This is typical two times the pole height plus 15 feet.

For aerial installations, the following minimum slack requirements shall apply:

- For aerial slack storage at splice points, a radius controlling device, commonly referred to as a SNO-SHOE, shall be used for securing resulting cable slack at aerial splice points and shall be mounted directly to the strand.
- For aerial cable runs exceeding 6-pole spans between splice points as indicated on the plans, two opposing SNO-SHOES shall be placed on the span 50 feet apart to provide for a 100-foot service loop for future drops and for slack for repair and pole relocations.

For aerial supported installations, the slack requirements shall be the same as in the underground conduit runs. The slack will be coiled in the structure-mounted pull boxes.

Drop cable shall be routed to the controller cabinets via conduit risers as illustrated in the plans. The cable entrance shall be sealed with a duct plug designed for fiber optic cable to prevent water ingress.

The minimum requirement for fiber protection outside a fiber optic enclosure in ALL cases shall be 1/8-inch fan-out tubing, containing a hollow 900- μ m tube, aramid strength members and an outer jacket, and shall be secured to the cable sheath.

The minimum requirement for fiber protection inside wall mount or rack mount fiber enclosure

shall be 900- μ m buffering, intrinsic to the cable in the case of tight buffered fibers, or in the case of 250- μ m coated fibers, a fan-out body and 900- μ m tubing secured to the buffer tube(s).

During installation, even if the tension specifications for the cable are not exceeded, the first ten feet shall be discarded.

Warning tape shall be placed 12 inches above the cable not to deviate ± 18 inches from the centerline of the optical cable. Warning tape shall be at least two inches wide and colored orange.

907-661.03.2--Cable Shipping and Delivery. The cable shall be packaged on reels for shipment. Each package shall contain only one continuous length of cable. The packaging shall be constructed as to prevent damage to the cable during shipping and handling.

Both ends of the cable shall be sealed to prevent the ingress of moisture.

A weatherproof reel tag shall be attached to each reel identifying the reel and cable so that it can be used by the manufacturer to trace the manufacturing history of the cable and the fiber. A cable data sheet shall be included with each reel containing the following information:

- Manufacturer name
- Cable part number
- Factory order number
- Cable length.
- Factory measured attenuation of each fiber

The Contractor shall cover the cable with a protective and thermal wrap.

The outer end of the cable shall be securely fastened to the reel head so as to prevent the cable from becoming loose in transit. The inner end of the cable shall be projected a minimum of 6.5 feet into a slot in the side of the reel, or into housing on the inner slot of the drum, in such a manner as to make it available for testing.

Each reel shall be plainly marked to indicate the direction in which it is to be rolled to prevent loosening of the cable on the reel.

907-661.03.3--Cable Handling and Installation. The Contractor shall not exceed the maximum recommended pulling tension during installation as specified by the cable manufacturer.

The Contractor shall continuously monitor pulling tensions with calibrated measuring devices, such as a strain dynamometer.

The Contractor shall ensure that the depth of the cable is a minimum of 36 inches unless shown otherwise in plans.

All pulled installations shall be protected with calibrated breakaway links.

The Contractor shall ensure that the minimum recommended bend radius is not exceeded during installation as specified by the cable manufacturer. Unless the manufacturer's recommendations are more stringent, the following guidelines shall be used for minimum bend radius:

- 20 X Cable Diameter Short Term - During Installation
- 10 X Cable Diameter Long Term - Installed

Before cable installation, the cable reels and reel stands shall be carefully inspected for imperfections or faults such as nails that might cause damage to the cable as it is unreeled.

All necessary precautions shall be taken to protect reeled cable from vandals or other sources of possible damage while unattended. Any damage to reeled cable or the reel itself shall necessitate replacement of the entire cable section at no additional cost to the State.

Whenever unreeled cable is placed on the pavement or surface above a pull box, the Contractor shall provide means of preventing vehicular or pedestrian traffic through the area in accordance with the safe maintenance of traffic provisions.

The cable shall be kept continuous throughout the pull. Cable breaks and reel end splices are permitted only in Type 5 pull boxes and occur at a minimum of 10,000 feet.

Where a cable ends in an underground fiber optic closure, all unused fibers and buffer tubes shall be secured and stored in splice trays in preparation for future reel end splicing and continuation.

907-661.03.4--Cable Storage. The Contractor shall properly store all cable to minimize susceptibility to damage. The proper bend radius shall be maintained, both short and long term, during cable storage.

Storage coils shall be neat in even length coils, with no cross over or tangling.

Storage coils of different cables shall be kept completely separate except when the cables terminate in the same splice closure.

Storage coils shall be secured to cable racking hardware with tie wraps, Velcro straps, or non-metallic cable straps with locking/buckling mechanism. No adhesive or self-adhering tapes, metal wires and straps, or rope/cord shall be used to secure coils.

Unless otherwise noted on the plans, the following are the requirements for cable storage for underground applications:

Trunk cable in Type 4 pull box	25 feet
Trunk cable in Type 5 pull box	200 feet
Drop cable in Type 4 pull box	10 feet
Drop cable in Type 5 pull box, not terminated in a splice closure	10 feet
Drop cable in Type 5 pull box, terminated in a splice closure with the trunk cable	100 feet

Trunk cable end in Type 5 pull box 200 feet
 Drop cable terminated in same splice closure as trunk cable end 200 feet

The Contractor shall label each pull box with a numbered disk obtained from the Traffic Engineering Division. The disk shall be installed in accordance with the manufactures specification on the lid of each pull box. Numbers shall be noted on the As-Built plans for each pull box.

No slack cable shall be stored inside the communications hub building or Control Center.

907-661.03.5--Cable Labels. Cable labels shall be installed on all trunk and drop fiber optic cables. The installed cable shall be cleaned of all dirt and grease before applying any label.

The Contractor shall label all cables in or at every location where the cable is exposed outside of a conduit, innerduct or pole using the cable IDs for trunk cables or the device number for drop cables.

As a minimum, cable labels shall be installed in the following locations:

- Within 12 inches of every cable entry to a pull box, equipment cabinet, communications hub, or the TMC
- Within 12 inches of the exterior entry point of every fiber optic splice closure, termination cabinet and drop panel
- Every 30 feet for the entire length of cable in any storage coil in pull boxes
- Within one (1) foot of every pole attachment
- On every riser
- On every splice enclosure

907-661.03.6--Conduit Detection Wire. The Contractor shall install one conduit detection wire in all conduit banks. Conduit detection wire is required in all conduit banks installed by any installation method, including trenching, directional boring or plowing.

Only one conduit detection wire is required per installed conduit bank regardless of the number of conduits installed in that segment. Conduit detection wire shall be installed inside the conduit.

Conduit detection wire is not required for structure mounted conduit, except where underground segments of structure mounted conduit are greater than 20 feet in length.

The conduit detection wire shall be continuous and unspliced between pull boxes and shall enter the pull boxes at the same location as the conduit with which it is installed, entering under the lower edge of the pull box.

Four (4) feet of conduit detection wire shall be coiled and secured in each pull box or vault.

When two or more detection wires are in any pull box, the Contractor shall mechanically splice all detection wire together.

Conduit detection wire is required in drop cable conduits.

A detection wire surge protection system shall be furnished and installed. Detection wires shall be attached to surge protection systems designed to dissipate high transient voltages or other electrical surges. The detection wire surge protection system shall be grounded to a driven rod within 10 feet of the system using AWG #6 single conductor wire. Grounding shall be done through a stand alone system not connected to power or ITS device grounding. The surge protection system shall normally allow signals generated by locate system to pass through the protection system without going to ground.

907-661.03.7--Splicing into Existing Fiber Optic Cable. At some locations, the Contractor may be required to splice new drop cable into existing fiber optic cable at existing pull boxes. The Contractor is responsible to protect all existing fiber during this work. No separate payment shall be made for splicing into the existing fiber. The cost for all fiber optic work and equipment shall be included in the bid price for pay items Fiber Optic Cable and Fiber Optic Drop Cable.

The Contractor must notify the Project Engineer in writing no less than 10 days in advance of doing any work to existing fiber optic cable. Before any work can begin the Contractor must have obtain approval from the Project Engineer.

907-661.03.8--Replace Fiber Optic Cable. In locations specified in the Plans, the Contractor shall be required to remove and replace existing fiber optic cable with new fiber optic cable. The new fiber optic cable shall be an equivalent cable having the same cable type, assembly, connectors, size, construction, buffer tube construction, temperature characteristics, tensile strength, and optical characteristics. The cable type and mode shall be the same unless specified as otherwise in the Plans or contract documents. The new cable shall be a compatible replacement having equivalent or improved link characteristics. The Contractor shall install the cable as per manufacturer application and recommendations and adhere to the Installation Requirements and Testing specifications as stated herein. No separate payment will be made for this work. The cost for pulling new fiber optic cable for cable replacement, and splicing/terminating all fibers shall be included in the cost of the pay item Replace Fiber Optic Cable.

907-661.03.9--Replace Fiber Optic Drop Cable. In locations specified in the Plans, the Contractor shall be required to remove and replace existing fiber optic drop cable with new fiber optic drop cable. The new fiber optic drop cable shall be an equivalent cable having the same cable type, assembly, connectors, size, construction, buffer tube construction, temperature characteristics, tensile strength, and optical characteristics. The cable type and mode shall be the same unless specified as otherwise in the Plans or Notice to Bidders. The new cable shall be a compatible replacement having equivalent or improved link characteristics. The Contractor is required to install the cable as per manufacturer application and recommendations and adhere to the Installation Requirements and Testing specifications as stated herein. No separate payment will be made for this work. The cost for pulling new fiber optic drop cable for cable replacement, and splicing/terminating all fibers shall be included in the cost of pay item Replace Fiber Optic Drop Cable.

907-661.03.10--Upgrade Fiber Optic Cable. In locations specified in the Plans, the Contractor shall be required to upgrade existing fiber optic cable to new cable that adheres to the respective cable specification and requirements. The cable type and mode shall be the same unless specified as otherwise in the Plans or contract documents. The cable upgrade shall be treated as a new cable installation and adhere to all corresponding specifications and requirements stated herein. No separate payment will be made for this work. The cost for pulling new fiber optic to upgrade existing cable, and splicing/terminating all fibers shall be included in the cost of pay item Replace Fiber Optic Cable, Aerial.

907-661.03.11--Fiber Optic Connections at Existing Communication Nodes. In some locations, the Contractor shall be required to pull new fiber optic cable into an existing communications huts. No separate payment will be made for this work. The cost for pulling the fiber into the hut, providing and installing the termination equipment, and terminating all the fibers shall be included in the cost of pay items Fiber Optic Cable and Fiber Optic Drop Cable.

907-661.03.12--Drop and Insert Applications. The signal from the TMC to local controllers, cameras, and/or dynamic message signs will be conveyed via the backbone and branch cables.

The appropriate closure, as set out in Subsection 907-661.02.8, shall be used.

A 12-port fiber distribution cabinet and appropriate jumper shall be installed within the cabinet at locations approved by the Engineer.

At each device, the applicable fibers will be routed in and out of the equipment cabinet using a pre-terminated drop cable.

Only fibers required for the drop and insert shall be cut, no other fibers in the cable shall be cut without the approval of the Engineer.

The fibers shall be connected to the transmission equipment via LC/LC fiber optic patch cables.

The drop cable shall be routed in a position that will allow access to all installed components without movement of the cable.

In traffic signal control boxes the drop cable shall be routed up the left rear corner to a shelf mounted fiber optic termination cabinet.

In ITS equipment or communication cabinets the cable shall be routed neatly allowing for service of all installed components.

907-661.03.13--Testing.

907-661.03.13.1--General Requirements. The project testing program for fiber optic infrastructure shall include but is not limited to the specific requirements in this subsection.

All test results shall confirm physical and performance compliance with this TSP including but

not limited to optical fibers and fusion splices. No event in any given fiber may exceed 0.10 dB. Any event measured above 0.10 dB shall be replaced or repaired at the event point.

The Contractor shall provide the tentative date, time and location of fiber optic infrastructure testing no less than seven (7) days in advance of the test. The Contractor shall provide confirmed date, time and location of fiber optic infrastructure testing no less than 48 hours before conducting the test.

The Contractor shall provide test results documentation in electronic format (3 copies) and printed format (3 copies). Electronic formats shall be readable in Microsoft Excel or other approved application. Printed copies shall be bound and organized by cable segment.

- Two sets are for the Traffic Engineering ITS Department
- One set are for the Engineer

All test results shall be provided in English units of measure of length.

All test results documentation shall be submitted to the Engineer within 14 days of completion of the tests.

The ITS Engineer, Project Engineer and/or their designee(s) are only responsible for attending and observing each test, and reviewing and approving the Contractor's test results documentation. The ITS Engineer, Project Engineer and/or their designee(s) reserve the right to attend and observe all tests. The Contractor shall perform the Pre-Installation test and the Standalone Acceptance test with the the Department ITS Engineer or their designee present.

907-661.03.13.2--Pre-Installation Test (PIT). The Contractor shall perform a PIT on all FO Cable prior to any cable removal from the shipping reels.

The Contractor shall perform a PIT on each cable reel delivered to the job site.

The PIT for FO Cable shall include but is not limited to:

- A visual inspection of each cable and reel
- An OTDR Test and documentation as required in the Standalone Acceptance Test (SAT) for three randomly selected fibers from each buffer tube

An Optical Attenuation Test is not required. However, if the Contractor decides to perform one of these tests for their own protection, it shall be documented and provided to the Engineer.

907-661.03.13.3--Standalone Acceptance Test (SAT). The Contractor shall perform an SAT on all fiber optic infrastructures on this project after field installation is complete, including but not limited to all splicing and terminations. All fiber in pull boxes shall be in its final position mounted to the racks prior to the start of testing.

An SAT for each fiber in each cable shall include OTDR Tests and Optical Attenuation Tests.

For the Attenuation Tests, all fibers in all FO Cables and FO Drop Cables shall be tested from termination point to termination point, including:

- Fibers from FO Termination Cabinet to FO Termination Cabinet
- Fibers from FO Termination Cabinet to FO Drop Panel
- Fibers from FO Drop Panel to FO Drop Panel
- Fibers from FO Termination Cabinet to the end of the cable run in the last FO closure

All test results shall confirm compliance with this TSP including but not limited to optical fibers and fusion splices. No event in any given fiber may exceed 0.10 dB. Any event measured above 0.10 dB shall be replaced or repaired at the event point.

Test documentation shall include but is not limited to:

- Cable & fiber identification
- Cable & fiber ID and location - Physical location (device ID and station number of FO Termination Cabinet, FO Drop Panel, or cable end FO closure), fiber number, and truck or drop cable ID for both the beginning and end point
- Operator name
- Engineer's representative
- Date & time
- Setup and test conditions parameters
- Wavelength
- Pulse width Optical Time Domain Reflectometer (OTDR)
- Refractory index (OTDR)
- Range (OTDR)
- Scale (OTDR)
- Ambient temperature
- Test results for OTDR test (each direction and averaged)
- Total fiber trace (miles)
- Splice loss/gain (dB)
- Events > 0.05 dB
- Measured length (cable marking)
- Total length (OTDR measurement)
- Test results for attenuation test (each direction and averaged)
- Measured cable length (cable marking)
- Total length (OTDR measurement from OTDR test)
- Number of splices (determined from as-builts)
- Total link attenuation

The OTDR Test shall be conducted using the standard operating procedure and recommended materials as defined by the manufacturer of the test equipment.

The Contractor shall use a factory patch cord ("launch cable") of a length equal to the "dead zone"

of the OTDR to connect the OTDR and the fiber under test.

Bi-directional OTDR tests shall be conducted and bi-directional averages calculated for each fiber.

All tests shall be conducted at 1310 and 1550 nm for single mode cable.

The Contractor shall conduct the Optical Attenuation Test using the standard operating procedure and recommended materials as defined by the manufacturer of the test equipment.

Bi-directional Optical Attenuation tests shall be conducted and bi-directional averages calculated for each fiber.

A continuity or tone test shall be performed after installation to confirm that a continuous run of conduit detection wire was installed between pull boxes or vaults.

The Contractor shall prepare a test plan, supply equipment, conduct the test and document the results.

The test plan shall be submitted at least 15 working days prior to the desired testing date.

Testing shall not begin until the Engineer has approved the test plan, and all tests shall be conducted in the presence of the Engineer. The Traffic Engineering ITS Department representative shall be notified of the testing dates and invited to observe all testing.

The Traffic Engineering ITS Department may perform additional testing of any and all infrastructure using their own equipment. The Contractor may observe this testing.

The burn in period cannot start until the Traffic Engineering ITS Department is satisfied with the installation.

907-661.03.14--Documentation - As-Built Plans. The Contractor shall provide GPS locations of all pull boxes, splices, termination equipment cabinets, DMS, CCTV, Detectors and all pole locations.

The Contractor shall record the sequential footage markers from the fiber optic trunk and drop cables for each GPS location.

The Contractor shall provide scanned PDF files of all plan sheets with pen and ink markups.

The Contractor shall also provide the Department with an electronic file containing all of the data and test reports required above in a format that is compatible with Microsoft Excel.

A copy of all documentation shall be provided to the the Department Traffic Engineering ITS Department and Project Office

The Contractor shall provide a site location inventory of ITS devices to include manufacturer

model, serial numbers, and quantity. It shall also include the following:

- OTN Nodes and OTN Cards
- Fiber modems
- Video Encoders and Decoders
- Cameras
- Dome Camera housings
- DMS Signs
- Any other serial numbered devices installed

All documentation timing will be due to the Department by the close of business on the Friday of the week following the installation.

907-661.03.15--MDOT Employee Training. Minimum training requirements are as follows:

After the installation is complete, the Contractor shall provide formal classroom training and "hands-on" operations training for proper operation and maintenance of the fiber optic plant. The training shall be provided for up to six personnel designated by the Engineer and shall be a minimum of one day in duration. The training shall cover as a minimum preventive maintenance, troubleshooting techniques, fault isolation and OTDR trace analysis. All training materials shall be provided by the Contractor.

A Training Plan shall be submitted within 90 days of the Notice-to-Proceed. Approval of the Plan shall be obtained from the Engineer and the Traffic Engineering ITS Department. A detailed explanation of the contents of the course and the time schedule of when the training shall be given shall be included in the Training Plan.

Prior to training, the Contractor shall submit resume and references of the training instructor(s) along with an outline of the training course in a Training Plan. Training instructor(s) shall be manufacturer-certified, experienced in the skill of training others. The training shall be conducted by a trainer with a minimum of four years of experience in training personnel on the operation and maintenance of fiber optic systems.

The Contractor shall furnish all handouts, manuals and product information for the training. The same models of equipment furnished for the project shall be used in the training. The Contractor shall furnish all media and test equipment needed to present the training. Training shall be conducted in the Jackson area.

907-661.04--Method of Measurement. Fiber optic cable of the type specified will be measured by the linear foot. The measurement will be made horizontally along the conduit, aerially along the messenger cable, or from the trunk line to the controller cabinet.

The cost for all fiber optic work, equipment and testing shall be included in the bid price for fiber optic cable.

All required cabinet facilities shall not be measured for separate payment. All standard or special

fiber optic modems, fan out boxes, connectors, termination cabinets, patch cords, raceways, splicing devices, splicing, detection wire, warning tape, above ground markers, backplane facilities, twisted pair communications cable interface devices, etc., and any other cabinet modifications required for the fiber optic system shall be included in the price bid for other items of work.

907-661.05--Basis of Payment. Fiber optic cable, measured as prescribed above, will be paid for at the contract unit price bid per linear foot, which price shall be full compensation for furnishing all materials, for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

- 907-661-A: Fiber Optic Cable, * - per linear foot
- 907-661-B: Fiber Optic Drop Cable, * - per linear foot
- 907-661-C: Fiber Optic Cable, Aerial, * - per linear foot
- 907-661-D: Replace Fiber Optic Cable - per linear foot
- 907-661-E: Replace Fiber Optic Drop Cable - per linear foot
- 907-661-F: Replace Fiber Optic Cable, Aerial - per linear foot
- 907-661-G: Upgrade Fiber Optic Cable - per linear foot

* Indicate the type of cable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-663-3

CODE: (SP)

DATE: 08/02/2017

SUBJECT: Networking Equipment

Section 907-663, Network Switch, is hereby added to and becomes part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-663 -- NETWORKING EQUIPMENT

907-663.01--Description. This section specifies the minimum requirements for providing networking communication equipment, including network switches, terminal servers, fiber optic modems, cell modems, and associated cabling, furnished and installed.

Type A, Type B, Type D, Type E, and Type F switches shall be environmentally hardened and rated for an operating temperature of 70 degrees celcius. These switches support Intelligent Transportation Elements deployed on arterial streets and the highway system. Elements include but are not limited to traffic signals, dynamic message signs, surveillance cameras, and vehicle detection systems. Type C switches will support the Intelligent Transportation System and be installed in the Traffic Management Center and Communications Huts which are environmentally controlled. Type C switches are not required to be hardened.

This Section also specifies the minimum requirements for stand alone and network switch module Terminal Servers, stand alone and network switch module cellular modems, and Category 6 cable. The Terminal Servers shall be hardened. The Terminal Server device, also commonly referred to as a Port Server device, will be used to communicate bi-directionally between IP-based Ethernet network systems and existing field devices that communicate or are controlled via a full-duplex serial interface. Cellular modems shall be used to communicate via cell to remote sites such as portable traffic signal sites, portable CMS, smart work zones or ITS site locations, or sites or devices, that need serial or Ethernet communication that can be provided over cellular service.

The Category 6 cable will be installed in conduit and cabinets between elements that are within 300 feet of each other to eliminate the need for two hardened switches. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the networking equipment.

907-663.02--Materials. Network Switches Type A, Type B, Type C, Type D, Type E, Terminal Servers, Cell Modems, and associated cabling will be placed in the field device cabinets and shall meet the following requirements:

907-663.02.1--Network Switch Requirements. The Type A, Type B, Type C, Type D, Type E and Type F Network switches shall adhere to the following minimum requirements.

- 1) Field switch optical ports shall meet the following:

- a. The minimum optical budget between transmit and received ports shall be 18dB.
 - b. Shall include LC connector types.
 - c. Optical receiver maximum input power level shall not be exceeded.
 - d. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Standard Specifications. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
 - e. The Contractor shall be required to measure the optical power on each optical port to ensure that power entering the receiver is within the acceptable power budget of the optical port.
 - f. Optical interface equipment shall operate at 1310 nm.
- 2) Operate from 100 VAC to 200 VAC.
 - 3) The field switches [this excludes Type C] shall operate between -34° to +74° Celsius, including power supply.
 - 4) The field switches [this excludes Type C] shall operate from 10% to 90% non-condensing humidity.
 - 5) Meet the IEEE 802.3 (10Mbps Ethernet) standard.
 - 6) Meet the IEEE 802.3u (Fast Ethernet 100 Mbps) standard.
 - 7) Meet the IEEE 802.3x (Full Duplex with Flow Control) standard.
 - 8) Meet the IEEE 802.1p (Priority Queuing) standard.
 - 9) Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLAN's.
 - 10) Meet the IEEE 802.1w (Rapid Spanning Tree Protocol) standard.
 - 11) Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports.
 - 12) The field switches shall meet IEEE 802.3D (Spanning Tree Protocol) standard.
 - 13) Capable of mirroring any port to any other port within the switch.
 - 14) Password manageable through:
 - a. SNMP
 - b. Telnet/CLI
 - c. HTTP (Embedded Web Server) with Secure Sockets Layer (SSL)
 - 15) Full implementation of SNMPv1 and SNMPv2c.
 - 16) Full implementation of GVRP (Generic VLAN Registration Protocol).
 - 17) Full implementation of IGMP and IGMP snooping.
 - 18) Minimum MTBF of 100,000 hrs using Bellcore TS-332 standard.
 - 19) Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.
 - 20) UL approved.
 - 21) The field switch shall provide status indicators as follows: 1) power on an off, 2) network status per port (transmit, receive, link, speed), and 3) status indicators shall be LED.
 - 22) Unused ports (copper and optical) shall be covered with rubber or plastic dust caps/cover.

907-663.02.1.1--Type A Network Switch. Type A network switches shall adhere to the following minimum requirements.

- 1) Minimum of six 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 2) Minimum of two 1000 Base Long Reach optical ports.
- 3) Full implementation of RMON I and RMON II.
- 4) Rack, shelf or DIN Rail mountable. If shelf mounted, the Contractor must furnish and install a shelf if shelf space is not available in the facility. Any shelf used shall be ventilated as per the Network Switch manufacturer recommendation.

- 5) All power transformers provided shall be “fastening mechanism” type. No plug-in types shall be permitted. All corded transformers shall be mountable with the ability to neatly secure power cords.

907-663.02.1.2--Type B Network Switch. Type B network switches shall adhere to the following minimum requirements.

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

907-663.02.1.3--Type C Network Switch. Type C network switches shall be installed in the communication hubs and shall meet the following requirements:

- 1) Each switch shall be populated with modules including the following features and capabilities:
 - i. Layer 2/3 switching and routing services
 - ii. Minimum of 64Gbps/48Mpps module Bandwidth
 - iii. Min of 8-GE uplink ports available per network switch assembly. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink
 - b. In one (or more)Fiber SFP-based module(s): a minimum of 48 1000Base-X (SFP-based) compatible access ports and a minimum of 8 1000Base-X (SFP-based) uplink ports. The Contractor shall provide whichever is greater between a min number of SFP optic modules to interface to the fiber as indicated in the plans and NTBs, or a min of 14 and shall meet the following minimum requirements:
 - i. Optical budget of 18dB
 - ii. Hot-swappable network modules
 - iii. Same optical wavelength as Type A & B switches
 - iv. Same optical transmitter power as Type A & B switches
 - c. In one (or more) modules: 24 Ethernet 10/100/1000 RJ-45 ports
- 2) Optical receiver maximum input power level shall not be exceeded.
- 3) Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor’s responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 4) 19” rack mountable.
- 5) Operate from 5° to 40° Celsius.

- 6) NEBS Level 3 compliant.
- 7) Operate from 10 to 80 non-condensing humidity
- 8) Designed as a chassis with easy to remove modules.
- 9) Chassis backplane shall be passive.
- 10) All modules shall be hot-swappable.
- 11) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 12) Meet the IEEE 802.1x (authentication) standard.
- 13) Meet the requirements of :
 - a. IEEE 802.3z
 - b. IEEE 802.3ab
 - c. GR-20-CORE: Generic requirements for Optical Fiber and Optical Fiber Cable
 - d. GR-326-CORE: Generic Requirements for Singlemode
- 14) Full implementation of RIP protocol as outlined by RFCs: 1058, 1723, 1812
- 15) Full implementation of OSPF protocol as outlined by RFCs: 2178, 1583, 1587, 1745, 1765, 1850, 2154, 2328, 1850, 1997, 2385, 2439, 2842, 2918, 2370.
- 16) Capable of mirroring any port to any other port within the switch.
- 17) Password manageable through SSH (Secure Shell).
- 18) Full implementation of MLD (Multicast Listener Discovery).
- 19) Full implementation of IGMPv2.
- 20) Full implementation of PIM-SM and PIM-DM.
- 21) Comply with FCC 47 CRF Part 15 Class A emissions.
- 22) Bandwidth flow rate limiting policing support per port.
- 23) Full security implementation of
 - a. Support SSH, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS authentication
 - d. TACACS+ authentication
- 24) Have redundant power supplies installed.
- 25) The power supply units shall be hot swappable.
- 26) Switch assembly shall have a minimum of 4 module slots.
- 27) Blank covers for all remaining slots.

907-663.02.1.4--Type D Network Switch. Type D network switches shall be of chassis design. The switch shall be able to accept a minimum of four (4) different type modular cards and have Layer 2 switch and Layer 3 routing capabilities. The Type D network switch shall meet the minimum requirements specified below:

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

- ii. The Contractor shall supply any necessary fiber modules that meet the requirements of speed, type of fiber, and link budget connection.
- iii. The Contractor shall provide the minimum number of modules necessary to meet or exceed the required number of ports as indicated in the plans and NTB
- c. WAN module:
 - i. T1, DS3 or Metro Ethernet Interface (as per NTB or project plans)
 - 1) The Interface shall be T1, DS3 or Metro Ethernet
 - 2) The ports shall connect via RJ45 connector.
 - ii. Cellular Interface
 - 1) Contractor shall provide information to the Project Engineer to enable activation of the modem.
 - 2) Contractor shall get prior approval from the Project Engineer on selection of cellular radio type (HSPA/EVDO)
- d. Terminal Server module:
 - i. Module that meets Terminal Server requirements Subsection 663.02.6.
- e. Power Supply module:
 - i. The power module provided shall be “screw terminal block” type. No pluggable terminal block.
 - ii. Input power: Same as Type A and Type B switches.
 - iii. Power module shall be hot-swappable.
 - iv. The Contractor shall supply the necessary amount of power supplies to meet power requirements for all cards installed and the chassis itself
- 3) Software license shall provided to match functionality of installed modules.
- 4) Shall be DIN or Panel mountable.
- 5) The switch shall provide layer 2 and 3 switching and routing services
- 6) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 7) Meet the IEEE 802.1x (authentication) standard.
- 8) Password manageable through SSHv2 (Secure Shell).
- 9) Full implementation of VRRP.
- 10) Comply with FCC 47 CRF Part 15 Class A emissions.
- 11) Bandwidth flow rate limiting policing support per port.
- 12) Full security implementation of
 - a. Support SSH2, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS
- 13) Blank covers for all remaining slots.
- 14) Electronic surfaces shall be covered with conformal coating for additional environmental protection.

907-663.02.1.5--Type E Network Switch. Type E network switches will be installed in locations where multiple backbone fibers converge or high concentration of ports are needed for a field location but need a hardened switch and shall meet the following requirements:

- 1) Each switch shall be populated with redundant switch fabric modules that meet the following minimum requirements:
 - a. Layer 2/3 switching and routing services
 - b. 64Gbps/48Mpps module Bandwidth

- c. Min of 2-GE uplinks available per card with a minimum capability to expand to 8. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink.
- 2) Optical interfaces shall include 1000 Base-X (SFP-based module(s)) with a minimum of 8 ports. The Contractor shall provide whichever is greater between a min number of SFP optic modules to interface to the fiber as indicated in the plans and NTBs, or a min of six (6) and shall have a minimum Optical budget of 18dB and be the same optical wavelength as Type A & B switches.
 - a. Optical receiver maximum input power level shall not be exceeded.
 - b. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Standard Specifications. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 3) Include a minimum 8 Ethernet 10/100/1000 ports
- 4) 19" rack mountable.
- 5) Operate from -30° to +70° Celsius.
- 6) Operate from 10 to 90 non-condensing humidity
- 7) Chassis backplane shall be passive.
- 8) All modules shall be hot-swappable.
- 9) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 10) Meet the IEEE 802.1x (authentication) standard.
- 11) Meet the requirements of :
 - a. IEEE 802.3z
 - b. IEEE 802.3ah
 - c. GR-20-CORE: Generic requirements for Optical Fiber and Optical Fiber Cable
 - d. GR-326-CORE: Generic Requirements for Singlemode
- 12) Full implementation of RIP protocol as outlined by RFCs: 1058, 1723, 1812
- 13) Full implementation of OSPF protocol as outlined by RFCs: 2178, 1583, 1587, 1745, 1765, 1850, 2154, 2328, 1850, 1997, 2385, 2439, 2842, 2918, 2370.
- 14) Capable of mirroring any port to any other port within the switch.
- 15) Password manageable through SSHv2 (Secure Shell).
- 16) Full implementation of GMRP (Generic Multicast Registration Protocol).
- 17) Full implementation of IGMPv2.
- 18) Full implementation of PIM-SM and PIM-DM.
- 19) Full implementation of DVMRPv3.
- 20) Full implementation of VRRP.
- 21) Comply with FCC 47 CRF Part 15 Class A emissions.
- 22) Bandwidth flow rate limiting policing support per port.
- 23) Full security implementation of
 - a. Support SSH2, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS
 - d. TACACS
- 24) Have redundant power supplies installed.
- 25) Blank covers for all remaining slots.
- 26) Have options or modules to add a terminal server as specified in Subsection 663.02.2

27) Have options or modules to add a cellular interface as specified in Subsection 663.02.3

907-663.02.1.6--Type F Network Switch. Type F network switches will be layer 3 switches installed in field locations with wireless communications or access points and shall meet the following requirements:

- 1) Each switch shall be populated with switch modules that meet the following minimum requirements:
 - a. Layer 2/3 switching and routing services
 - b. 20Gbps Aggregate Bandwidth
 - c. Min of 4-GE uplinks available per switch with a minimum of 2 being fiber ports. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink.
 - d. SD flash port for swappable Management Card configuration
 - e. Supports High Density Power over Ethernet (PoE) for up to 8 devices
 - f. Supports Cisco Common Industrial Protocol (CIP)
 - g. Support of SCADA (Supervisory Control And Data Acquisition) connectivity.
 - h. Can be supported with IP services.
 - i. 5 year PID warranty
- 2) In addition to the uplink ports, interfaces ports shall include:
 - a. 8 PoE 10/100/1000
 - b. 4 SFP ports
 - i. Optical receiver maximum input power level shall not be exceeded.
 - ii. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 3) Din Rail Mountable.
- 4) Operate from -40° to +70° Celsius.
- 5) Operate from 5 to 95 non-condensing humidity
- 6) Supports IEEE 802.1AE MACsec, Security Group Access Control Lists (SGACL)
- 7) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 8) Meet the IEEE 802.1x (authentication) standard.
- 9) RIPng, OSPFv6, and EIGRPv6 support
- 10) Full implementation of GMRP (Generic Multicast Registration Protocol).
- 11) Full implementation of IGMPv2.
- 12) Full implementation of PIM-SM and PIM-DM.
- 13) Full implementation of DVMRPv3.
- 14) Full implementation of VRRP.
- 15) Supports Redundant DC input voltage
- 16) Power supplies with PoE support and 6-foot minimum power cord(s).

907-663.02.2--Terminal Server. Terminal server shall adhere to the following minimum requirements.

- 1) 10/100 Base-T Ethernet port connection

- 2) RJ-45/DB9 Serial port connection
- 3) RS-232/422/485 selectable serial connections
- 4) Baud rates up to 230 Kbps
- 5) Full Modem and hardware flow control
- 6) TCP/UDP Socket Services
- 7) UDP Multicast
- 8) Telnet and Reverse Telnet
- 9) Modem emulation
- 10) SNMP (Read/Write)
- 11) PPP
- 12) Port buffering
- 13) HTTP
- 14) Remote management
- 15) DHCP/RARP/ARP-Ping for IP address assignment
- 16) LED status for link and power
- 17) The Terminal Server shall support a minimum of Four (4) bi-directional serial communications over Ethernet 10/100 Base-TX.
- 18) Each Terminal Server shall have a minimum of four (4) EIA-232/422/485 serial interface ports. These ports shall be individually and independently configurable, directly or over the network, to EIA-232/422/485 mode of operation as defined by the EIA for data format, data rate and data structure (e.g., the number of bits, parity, stop bits, etc.). Each serial port shall support up to 230 Kbps.
- 19) Each serial port shall support IP addressing and socket number selection.
- 20) The equipment shall provide the capability to establish an IP connection directly from a workstation to any encoder IP address and socket number transport serial data.
- 21) Each Terminal Server shall have an Ethernet Interface (10/100Base-TX protocol, Full/Half-Duplex, Auto Sense (802.3), RJ-45).

907-663.02.3--Cell Modem. Cellular Modem, and associated equipment shall be new and constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance and meet the following requirements.

907-663.02.3.1--Functional Requirements. Cellular Modem, antenna, wiring assemble, configuration software, and installation necessary shall be provided and furnished for a working cellular wireless communication connection in accordance with plans and specifications and compatible with the requirements of the MDOT system, and the wireless service carrier used by MDOT. Unless otherwise indicated on the plans, all items that are required to complete the installation and ensure an operational system shall be supplied by the Contractor whether listed above or not. Items required but not listed above shall be at no direct pay. All components supplied by the Contractor are the responsibility of the Contractor. It shall be the responsibility of the Contractor to properly configure and deliver a working cellular communications system. It shall be the responsibility of the Contractor to determine the final configuration of all electrical connections. Cellular account setup shall be coordinated with MDOT Traffic Engineering Division. Warranty and cellular carrier account shall be transferred into MDOT's name upon acceptance of the project.

907-663.02.3.2--Cellular Modem System. The cellular modem shall adhere to the following

minimum requirements.

- 1) Model and Type provided shall be pre-approved on a MDOT cellular service carrier.
- 2) Highest available on a MDOT cellular service carrier of 4G, EVO, or higher service.
- 3) Minimum of one 10/100 Base-T RJ45 Ethernet port
- 4) Minimum of one RS-232 serial port
- 5) Minimum of one external antenna connector
- 6) GPS Data available
 - a. Acquisition Time under 2 seconds
 - b. Accuracy: under 5m 90% of time
 - c. Tracking Sensitivity: -161 dBm
- 7) Device Configuration and Management Software via web interface.
- 8) Communications and Protocols supported:
 - a. Network: TCP/IP, UDP/IP, DNS
 - b. NAT and DHCP routing with VLAN, VRRP, and Static Routes configurable
 - c. Includes TELNET, SMTP, SNMP, SMS sessions and services
 - d. Serial: TCP/UDP PAD Mode, Modbus (ASCII,
 - e. GPS: NMEA V3.0, TAIP, RAP
 - f. Provides VPN security with up to five (5) tunnels
- 9) Provides event reporting for GPS/AVL, Network Parameters, Data Usage, Time, Power, and Device Temperature over SMS, SNMP, or Email, SNMP.
- 10) Input Voltage: 10 to 36 VDC
- 11) Operating Temperature of -30° to +70° Celsius

907-663.02.4--Category 6 Cable. Category 6 cable shall adhere to the following minimum requirements.

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

907-663.02.4.1--Category 6 Patch Cords. The Cat 6 Patch Cords shall be furnished and installed as needed to connect the Network Switches with other equipment. Cat 6 Patch Cords shall be considered an incidental component for this project and furnished and installed as needed to provide a functional system. Cat 6 Patch Cords shall meet the following minimum requirements:

- 1) All patch cords shall be from the same manufacturer.
- 2) Shall incorporate four (4) pair 24 AWG stranded PVC Category 6.

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

907-663.02.5--Project Submittal Program Requirements. The Contractor shall provide project submittals for network switches including scheduling requirements. The project submittals for network switches, terminal servers, cellular modems, and fiber optic modems shall include but are not limited to the specific requirements in this subsection.

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

907-663.03--Construction Requirements. All networking equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Network switches shall only be configured and installed by the switch manufacturer trained personnel.
- 2) Network switches shall be installed in accordance with manufacturer's guidelines and requirements.
- 3) The Contractor shall request from the Department, switch configuration information (such as IP address, VLAN Tag values, etc.) not more than 30 days after the switch submittals have been approved.
- 4) The Contractor shall provide as needed the necessary Cat 6 patch cords and fiber optic patch cords for a complete and functional installation.
- 5) Category 6 cable installed in conduit shall be installed and terminated per the manufacturers recommended procedures. Slack CAT-6 cable shall be provided in pullboxes as indicated in the plans.
- 6) The Contractor shall provide training for proper management of the equipment installed. This training should cover daily operation as well as maintenance and configuration of the switching equipment installed as part of this project and meet the requirements of Subsection 663.03.4 of this document.
- 7) The Contractor shall provide the MDOT with a written inventory of items received and the condition in which they were received. Inventory shall be inclusive of make, model, and serial numbers, MAC address, and installation GPS coordinates. All equipment shall be installed according to the manufacturer's recommendations or as directed by the MDOT.
- 8) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new Networking Equipment installed by the Contractor shall be the responsibility of the Contractor.

907-663.03.1--Switch Configuration Requirements. The Contractor shall configure network switches as follows:

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

907-663.03.2--Testing. The Contractor shall conduct a Project Testing Program as required below. All costs associated with the Project Testing Program shall be included in the overall contract price; no separate payment will be made for any testing.

- 1) All test results shall confirm physical and performance compliance with these Special Provisions.
- 2) Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements.
- 3) Contractor shall submit all test results documentation to the Engineer for review within 14 calendar days of completion of the tests.
- 4) All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test. The Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Manager or designee.
- 5) The satisfactory completion of any test shall not relieve the Contractor of responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

907-663.03.3--Documentation. As-built Plans showing switch configuration and connections shall be provided to the Project Engineer and ITS Engineer in electronic format.

The Contractor shall submit documentation and proof of measured optical power budgets to all optical links of all type switches. All equipment and software must be fully functional and pass a Final Inspection by the ITS Manager and Project Engineer before being accepted by the MDOT

907-663.03.4--Warranty. Minimum warranty requirements shall be as follows.

- 1) All warranties and guarantees shall be assigned to the Mississippi Department of Transportation.
- 2) The warranty shall be a minimum of one (1) year warranty unless otherwise stated.

907-663.03.5--MDOT Employee Training. After the installation is complete, the Contractor shall provide formal classroom training and "hands-on" operations training for proper operation and maintenance of the network switch. The training shall be provided for up to six personnel designated by the ITS Engineer and shall be a minimum of four hours in duration. The training shall cover as a minimum preventive maintenance, troubleshooting techniques, fault isolation and circuit analysis. All training materials shall be provided by the Contractor.

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

907-663.04--Method of Measurement. Network Switches of the type specified, Terminal Server, and Cellular modem will be measured per each installation as specified in the Plans.

Category 6 Cable, Installed in Conduit, will be measured by the linear foot, obtained by accurate measurement of the runs including horizontally, vertically, aerially along the messenger cable, from the device to the device cabinet, and with liberal allowances made for slack in boxes, as indicated in the plans.

907-663.05--Basis of Payment. Network Switches, measured as prescribed above, will be paid for at the contract price per each installation, which price shall be inclusive of furnishing, installing, system integration and testing of a Network Switch including all chassis, modules, power cables, power supplies, software, license, fiber optic patch cords, fiber optic attenuator patch cords, Cat 6 patch cords, and all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional switch ready for use. Type C, Type D, and Type E Network Switch

module cards shall be specified per Project plans or NTBs for each site location. It shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams, and other material necessary to document the operation of the switch and network.

Terminal Server, measured as prescribed above, will be paid for at the contract price per each, which price shall be inclusive of furnishing, installing, system integration and testing of a Terminal Server including all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional Terminal Server ready for use.

Cellular modem, measured as prescribed above, will be paid for at the contract unit price per each, which price shall include the modem, antenna, reset timers, cabling, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances as required to effect the full operation and control of the cellular modem complete in place and ready for use.

Category 6 Cable, Installed in Conduit, measured as prescribed above shall be paid for at the contract price per the linear foot, which price shall include all incidentals necessary to complete the work.

Payment will be made under:

- 907-663-A: Network Switch, Type ___ - per each
- 907-663-B: Terminal Server - per each
- 907-663-C Cellular Modem - per each
- 907-663-D: Category 6 Cable, Installed in Conduit - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-672-1

CODE: SP

DATE: 09/06/2017

SUBJECT: Remove and Reset Traffic Signal and ITS Equipment

Section 907-672, Remove and Reset Traffic Signal and ITS Equipment, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-672--REMOVE AND RESET TRAFFIC SIGNAL AND ITS EQUIPMENT

907-672.01--Description. This work consists of removing and resetting, disassembling, salvaging, storing, relocation and reassembly of existing traffic signal equipment and/or ITS equipment, as shown on the plans or as directed by the Engineer.

Traffic signal equipment typically includes, but not limited to traffic signal controller cabinets and internal components, vehicle and pedestrian signal heads, signal signs, structural supports for traffic signal equipment, foundations, communications, preemption and detection equipment, messenger and tether cables, vehicle detection, conduit, pull boxes, disconnect boxes, meter bases, mounting hardware, power cables, control cables, communication cables, and any associated hardware.

ITS equipment typically includes, but not limited to ITS equipment cabinets, internal cabinet components and equipment, CCTV cameras, structural supports for ITS equipment, foundations, camera extension poles, conduit, pull boxes, junction boxes, disconnect boxes, meter bases, radar data collection equipment and mounting hardware, wireless detection equipment (repeaters, repeater poles, digital radios, etc.), mounting hardware, power cables, control cables, communication cables and any associated hardware.

At the direction of the Engineer, the Contractor shall coordinate removal and resetting of all equipment to minimize operational down time.

907-672.02--Materials. The materials used in this construction shall be of the type and size indicated on the plans and shall conform to the applicable requirements of Section 722, all original equipment manufacturer requirements, and the requirements indicated herein below,

907-672.02.1--Cables. This work shall include the removal, disassembly and disposal of all existing power cables, control cables and communication cables; and installation of new conduit, new power cables, new control cables, and new communication cables. All new cables shall be compliant with the original equipment manufacturer requirements and Subsections 636.03 and 722.03.

907-672.02.2--Conduit. Conduit shall meet the requirements of Subsections 637.03 and 722.05.

907-672.02.3--Pull Boxes. Pull boxes shall be in accordance with the requirements of Subsection 722.06.

907-672.02.4--Miscellaneous Hardware. Miscellaneous hardware shall meet the requirements of Subsection 722.11.

907-672.02.5--Other Miscellaneous Materials. Other miscellaneous materials shall meet the requirements of the appropriate Subsection(s) of Section 722.

907-672.03--Construction Requirements. Existing traffic signal and ITS equipment to be reset, as indicated in the plans, shall be removed, disassembled, clearly tagged with site location information and carefully stored by the Contractor. Prior to equipment removal the Contractor shall be responsible for verifying the integrity and functionality of all equipment being reset in the field.

Refer to Notice To Bidder entitled "Cabinet Modifications" for information on the connection of the ITS devices to the equipment cabinets and testing of the devices.

Once the permanent traffic signal installation work has been completed, and at the direction of the Engineer, all traffic signal and ITS components that are to be reset shall be relocated, reassembled and reinstalled as shown in the plans or as directed by the Engineer. All installation requirements of the original equipment manufacturer shall be followed unless otherwise directed by the Engineer. All normal requirements for the installation of traffic signal equipment and ITS equipment as outlined elsewhere in the specifications will be observed during reinstallation. The Contractor shall take all precautions necessary when removing, labeling, transporting, storing, and re-installing items to protect the equipment from any damage.

Contractor shall perform all removals in such a manner as to not damage or disturb adjacent property, utilities, or other equipment. All areas disturbed by the removal or disassembly of the existing equipment shall be restored to its original condition and to the satisfaction of the Engineer. Where operations require excavation, contractor shall backfill, compact, and level the excavated areas (unless to be used as areas for other installations) so as to form a smooth contour, uniform in density with adjacent ground areas. Where operations require the removal or disturbance of overlying pavement, curb, grass, or sidewalk, remove such pavement and subsequently replace it in kind (or equivalent).

Upon Engineer's approval, the contractor shall install temporary traffic control measures at signalized intersections; where normal operations are effected by the removal and resetting of equipment.

907-672.04--Method of Measurement. Remove and Reset Traffic Signal Equipment will be measured per site as a unit quantity per each, which shall include all materials necessary for the removal and reinstallation of traffic signal equipment including: all new wiring, new cabling, new hardware, foundations, new pull boxes, new conduit, roll pipe, and any other equipment and

incidentals necessary to complete the work.

Remove and Reset ITS Equipment will be measured per site as a unit quantity per each, which shall include all materials necessary for the removal and reinstallation of ITS equipment including: all new wiring, new cabling, new hardware, foundations, new pull boxes, new conduit' roll pipe, splice enclosures, and any other equipment and incidentals necessary to complete the work.

New electric power cables, new CCTV control cables, new communications cables, or other new required electric cables; overhead messenger cable, supporting devices for aerial electric cable; will not be measured for separate payment but shall be included in this pay item. The Contractor shall provide all materials necessary to remove and reset the equipment, including any supports, brackets, hardware, and other incidentals.

907-612.05--Basis of Payment. Remove and. Reset Traffic Signal Equipment, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for removal, disassembly, storage, relocation, reassembly and incidental materials; for all excavating, backfilling, drilling and/or jacking necessary for subsurface installations; for replacing existing sod; encasement in concrete; final cleaning up; and for all labor, equipment, tools and incidentals necessary to complete the work.

Remove and Reset ITS Equipment, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for removal, disassembly, storage, relocation, reassembly and incidentals materials; for all excavating, backfilling, drilling and/or jacking necessary for subsurface installations; for replacing existing sod; encasement in concrete; final clean up; and for all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

- 907-672-A: Remove and Reset Traffic Signal Equipment - per each
- 907-672-B: Remove and Reset ITS Equipment - per each

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.

Installation of a Traffic Signal on US 49 from Peps Point Road to US 98, known as Federal Aid Project No. HSIP-0008-01(133) / 106994301 in Forrest County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	202-B007		306	Square Yard	Removal of Asphalt Pavement, All Depths
0020	202-B088		703	Linear Feet	Removal of Curb & Gutter, All Types
0030	202-B129		2	Each	Removal of Flared End Section, All Sizes
0040	202-B165		7	Each	Removal of Inlets, All Sizes
0050	202-B168		135	Square Yard	Removal of Island Pavement, All Types
0060	202-B171		6,348	Linear Feet	Removal of Legend, All Types
0070	202-B172		102	Square Feet	Removal of Legend, All Types
0080	202-B191		356	Linear Feet	Removal of Pipe, 8" And Above
0090	202-B215		24	Each	Removal of Sign Including Post & Footing
0100	202-B240		898	Linear Feet	Removal of Traffic Stripe
0110	203-A002	(E)	2,248	Cubic Yard	Unclassified Excavation, LVM, AH
0120	203-EX038	(E)	294	Cubic Yard	Borrow Excavation, AH, LVM, Class B7-6
0130	203-G002	(E)	1,388	Cubic Yard	Excess Excavation, LVM, AH
0140	206-A001	(S)	949	Cubic Yard	Structure Excavation
0150	209-A005		15,443	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0160	211-A001		779	Square Yard	Topsoil for Slope Treatment, From Right-of-Way
0170	213-C001		1	Ton	Superphosphate
0180	216-A001		39	Square Yard	Solid Sodding
0190	219-A001		1	Thousand Gallon	Watering (\$20.00)
0200	221-A001	(S)	2	Cubic Yard	Concrete Paved Ditch
0210	225-A001		2	Acre	Grassing
0220	225-B001		6	Ton	Agricultural Limestone
0230	225-C001		4	Ton	Mulch, Vegetative Mulch
0240	226-A001		2	Acre	Temporary Grassing
0250	234-A001		4,250	Linear Feet	Temporary Silt Fence
0260	237-A002		668	Linear Feet	Wattles, 20"
0270	246-A001		71	Linear Feet	Sandbags
0280	249-A001		68	Ton	Riprap for Erosion Control
0290	403-A001	(BA1)	1,085	Ton	12.5-mm, HT, Asphalt Pavement
0300	403-A004	(BA1)	1,368	Ton	19-mm, HT, Asphalt Pavement
0310	403-A006	(BA1)	1,627	Ton	19-mm, ST, Asphalt Pavement
0320	403-A013	(BA1)	3,795	Ton	9.5-mm, HT, Asphalt Pavement
0330	403-A015	(BA1)	244	Ton	9.5-mm, ST, Asphalt Pavement
0340	406-D001		31,560	Square Yard	Fine Milling of Bituminous Pavement, All Depths

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
0350	407-A001	(A2)	3,040	Gallon	Asphalt for Tack Coat	
0360	413-E001		2,660	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement	
0370	423-A001		2	Mile	Rumble Strips, Ground In	
0380	503-C010		606	Linear Feet	Saw Cut, Full Depth	
0390	601-B001	(S)	75	Cubic Yard	Class "B" Structural Concrete, Minor Structures	
0400	601-B002	(S)	2	Cubic Yard	Class "C" Structural Concrete, Minor Structures	
0410	602-A001	(S)	1,294	Pounds	Reinforcing Steel	
0420	603-ALT003	(S)	1,416	Linear Feet	18" Type A Alternate Pipe	
0430	603-ALT006	(S)	400	Linear Feet	24" Type A Alternate Pipe	
0440	603-CA011	(S)	232	Linear Feet	18" Reinforced Concrete Pipe, Class III	
0450	603-CA012	(S)	29	Linear Feet	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	
0460	603-CB003	(S)	2	Each	18" Reinforced Concrete End Section	
0470	603-CB004	(S)	1	Each	24" Reinforced Concrete End Section	
0480	603-SB012	(S)	2	Each	18" Branch Connections, Stub into Box Culvert	
0490	604-A001		158	Pounds	Castings	
0500	604-B001		3,000	Pounds	Gratings	
0510	608-B001	(S)	7	Square Yard	Concrete Sidewalk, With Reinforcement	
0520	608-C001		16	Square Feet	Detectable Warning Panels	
0530	609-D004	(S)	30	Linear Feet	Combination Concrete Curb and Gutter Type 2 Modified	
0540	609-D012	(S)	3,744	Linear Feet	Combination Concrete Curb and Gutter Type 3A Modified	
0550	612-A001		17	Cubic Yard	Flowable Fill, Excavatable	
0560	616-A001	(S)	484	Square Yard	Concrete Median and/or Island Pavement, 10-inch	
0570	616-A004	(S)	1,527	Square Yard	Concrete Median and/or Island Pavement, 4-inch	
0580	618-A001		1	Lump Sum	Maintenance of Traffic	
0590	619-A1003		4,512	Linear Feet	Temporary Traffic Stripe, Continuous White, Paint	
0600	619-A2003		2,982	Linear Feet	Temporary Traffic Stripe, Continuous Yellow, Paint	
0610	619-A3004		6,358	Linear Feet	Temporary Traffic Stripe, Skip White, Paint	
0620	619-A5002		32,917	Linear Feet	Temporary Traffic Stripe, Detail, Paint	
0630	619-A6004		9,227	Linear Feet	Temporary Traffic Stripe, Legend, Paint	
0640	619-D1001		32	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet	
0650	619-D2001		1,256	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More	
0660	619-G4005		144	Linear Feet	Barricades, Type III, Single Faced	
0670	620-A001		1	Lump Sum	Mobilization	
0680	626-A003		6,358	Linear Feet	6" Thermoplastic Traffic Stripe, Skip White	
0690	626-C003		4,512	Linear Feet	6" Thermoplastic Edge Stripe, Continuous White	
0700	626-E003		144	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow	
0710	626-F004		2,838	Linear Feet	6" Thermoplastic Edge Stripe, Continuous Yellow	

Line no.	Item Code	Adj Code	Quantity	Units	Description Fixed Unit Price
0720	626-G002		27,297	Linear Feet	Thermoplastic Detail Stripe, White
0730	626-G003		5,620	Linear Feet	Thermoplastic Detail Stripe, Yellow
0740	626-H004		938	Square Feet	Thermoplastic Legend, White
0750	626-H005		9,227	Linear Feet	Thermoplastic Legend, White
0760	627-J001		46	Each	Two-Way Clear Reflective High Performance Raised Markers
0770	627-K001		694	Each	Red-Clear Reflective High Performance Raised Markers
0780	627-L001		474	Each	Two-Way Yellow Reflective High Performance Raised Markers
0790	630-A001		220	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0800	630-A003		596	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0810	630-C003		862	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
0820	630-E004		231	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0830	630-F003		5	Each	Delineators, Flexible Post Mounted, Crossover, Type II
0840	630-K003		155	Linear Feet	Welded & Seamless Steel Pipe Posts, 4"
0850	632-A007		11	Each	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller
0860	632-B008		3	Each	Remove and Replace Existing Traffic Signal Cabinet Assembly, Type III Cabinet, Type 1 Controller
0870	634-A014		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 30' Arm
0880	634-A015		4	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm
0890	634-A016		3	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 40' Arm
0900	634-A017		2	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 45' Arm
0910	634-A020		5	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 50' Arm
0920	634-A021		4	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 55' Arm
0930	634-A022		2	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 60' Arm
0940	634-A024		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 70' Arm
0950	634-A038		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 30' Arm
0960	634-A039		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 35' Arm
0970	634-A040		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 40' Arm
0980	634-A042		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 50' Arm
0990	634-A045		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 65' Arm
1000	634-A049		1	Each	Traffic Signal Equipment Pole, Type II, 22' Shaft, 85' Arm
1010	634-A079		1	Each	Traffic Signal Equipment Pole, Type III, 17' Shaft, 45' & 60' Arms
1020	634-A197		2	Each	Traffic Signal Equipment Pole, Type II, 40' Shaft, 50' Arm
1030	634-A198		2	Each	Traffic Signal Equipment Pole, Type II, 40' Shaft, 55' Arm
1040	634-A199		1	Each	Traffic Signal Equipment Pole, Type II, 40' Shaft, 60' Arm
1050	634-A200		1	Each	Traffic Signal Equipment Pole, Type II, 40' Shaft, 65' Arm
1060	634-A201		1	Each	Traffic Signal Equipment Pole, Type II, 40' Shaft, 70' Arm
1070	634-A250		1	Each	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 75' Arm

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1080	634-A251		1	Each	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 80' Arm
1090	634-A252		1	Each	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 85' Arm
1100	634-A267		1	Each	Traffic Signal Equipment Pole, Type II(L), 40' Shaft, 80' Arm
1110	634-C005		164	Cubic Yard	Pole Foundations, Class "B" Concrete
1120	635-A059		71	Each	Traffic Signal Head, Type 1
1130	635-A061		3	Each	Traffic Signal Head, Type 2
1140	635-A065		30	Each	Traffic Signal Head, Type 2 FYA
1150	635-A070		14	Each	Traffic Signal Head, Type 3
1160	635-A073		4	Each	Traffic Signal Head, Type 4
1170	635-A076		20	Each	Traffic Signal Head, Type 6
1180	636-B016		8,080	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor
1190	636-B018		10,369	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor
1200	636-B029		240	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 3 Conductor
1210	636-B037		1,078	Linear Feet	Electric Cable, Underground in Conduit, THHN, AWG #10, 3 Conductor
1220	636-B048		949	Linear Feet	Electric Cable, Underground in Conduit, THHN, AWG #4, 3 Conductor
1230	636-C009		365	Linear Feet	Electric Cable, Aerial Supported, IMSA 20-1, AWG 14, 8 Conductor
1240	637-A009		48	Each	Pull Box Enclosure, Type 2, Tier 22
1250	637-A011		12	Each	Pull Box Enclosure, Type 3, Tier 22
1260	637-C028		3,992	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"
1270	637-C030		313	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 3"
1280	637-D002		2,354	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"
1290	637-D003		4,333	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
1300	637-F005		138	Linear Feet	Traffic Signal Conduit, Aerial Supported, Type 1, 2"
1310	638-A003		7	Each	Flashing Assembly, Be Prepared to Stop When Flashing
1320	639-B001		42	Each	Optical Detector
1330	639-C001		2	Each	Multimode Phase Selector
1340	639-E001		9,158	Linear Feet	Optical Detector Cable
1350	640-A001		484	Linear Feet	Vehicle Loop Assemblies
1360	640-B003		5,124	Linear Feet	Shielded Cable, AWG #14, 2 Conductor
1370	640-C005		2	Each	Loop Detector Amplifier, Card Rack Mounted, 4 Channel
1380	642-B002		2	Each	Magnetometer Detection System Component, 18-foot Pole
1390	642-B007		6	Each	Magnetometer Detection System Component, Extension Card
1400	642-B009		33	Each	Magnetometer Detection System Component, Repeater

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
1410	642-B010		22	Each	Magnetometer Detection System Component, SPP Digital Radio	
1420	642-B011		76	Each	Magnetometer Detection System Component, Wireless Detection Sensor	
1430	643-A003		7	Each	Video Detection System, 1 Sensor, Type 2	
1440	645-B001		20	Each	Accessible Pedestrian Detection Assembly	
1450	647-A001		1	Lump Sum	Removal of Existing Traffic Signal Equipment	
1460	653-B003		384	Square Feet	Street Name Sign, Type III	
1470	699-A001		1	Lump Sum	Roadway Construction Stakes	
1480	907-650-A002		8	Each	On Street Video Equipment, Fixed Type	
1490	907-650-A003		4	Each	On Street Video Equipment, PTZ Type	
1500	907-659-A002		12	Each	Traffic Management Center Modifications	
1510	907-661-B002		600	Linear Feet	Fiber Optic Drop Cable, 12 SM	
1520	907-663-A001		12	Each	Network Switch, Type A	
1530	907-672-A003		13	Each	Remove and Reset Traffic Signal Equipment	
1540	907-672-B002		5	Each	Remove and Reset ITS Equipment	
1550	907-906001		520	Hours	Trainees (\$5.00)	
ALTERNATE GROUP AA NUMBER 1						
1560	304-F001	(GT)	8,451	Ton	3/4" and Down Crushed Stone Base	
ALTERNATE GROUP AA NUMBER 2						
1570	304-F002	(GT)	8,451	Ton	Size 610 Crushed Stone Base	
ALTERNATE GROUP AA NUMBER 3						
1580	304-F003	(GT)	8,451	Ton	Size 825B Crushed Stone Base	

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

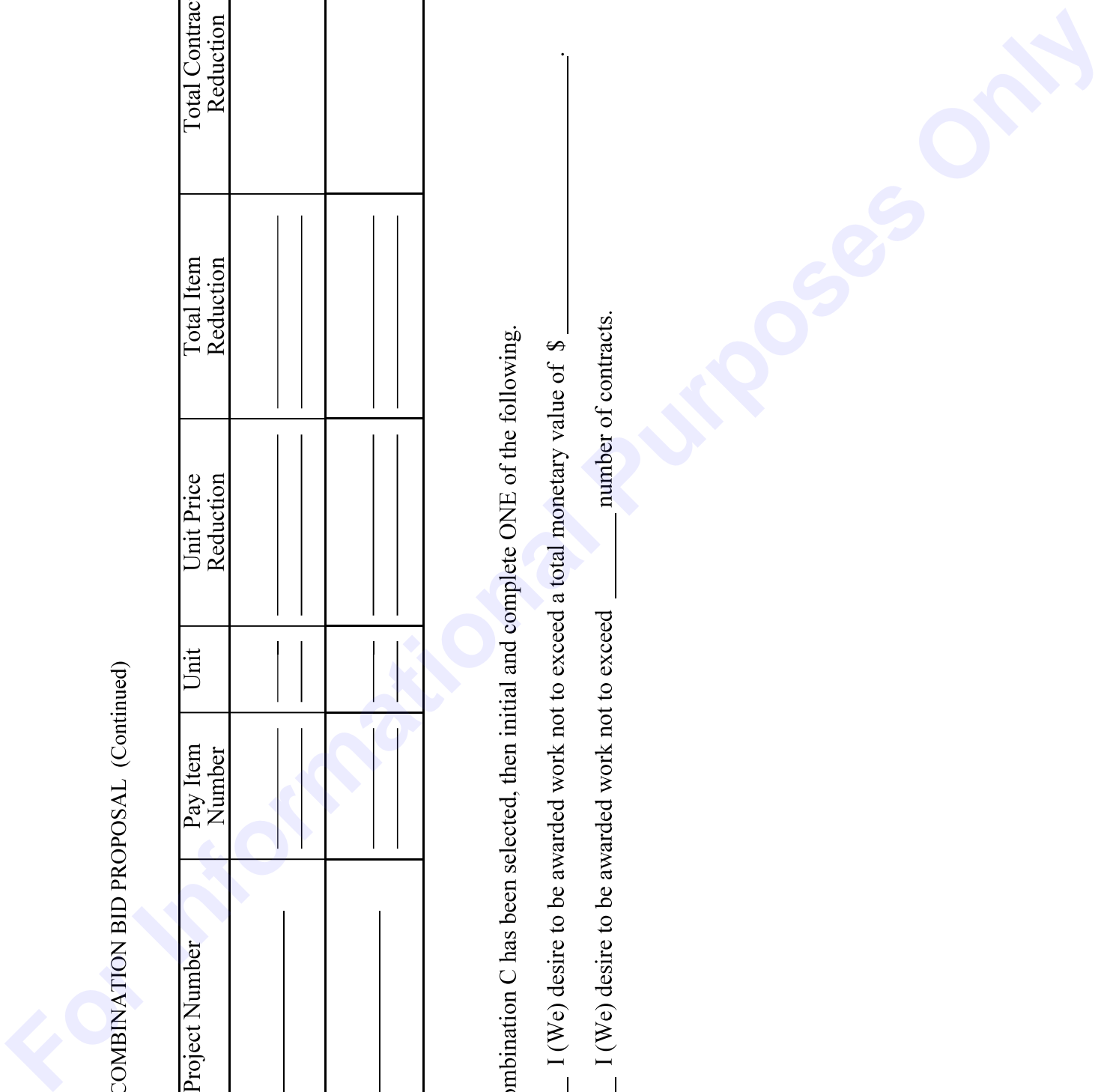
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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. **HSIP-0008-01(133)/ 106994301000**

in **Forrest** 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 HSIP-0008-01(133)/ 106994301000

LOCATED IN THE COUNTY(IES) OF Forrest

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: HSIP-0008-01(133)/ 106994301000

LOCATED IN THE COUNTY(IES) OF: Forrest

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 **Installation of a Traffic Signal on US 49 from Peps Point Road to US 98, known as Federal Aid Project No. HSIP-0008-01(133) / 106994301 in Forrest 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)

(Surety) (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date: **November 28, 2017**

Project No: **HSIP-0008-01(133)/ 106994301000**

County: **Forrest**

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