

NOTICES AND INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Mississippi Transportation Commission (COMMISSION) at its offices at 401 North West Street, Procurement Division, 5th Floor, Department of Transportation Building, Jackson, Mississippi, or electronically via Mississippi's Accountability System for Government Information and Collaboration (MAGIC) until **10:30 A.M., Monday June 5, 2023** and shortly thereafter publicly opened for the following:

Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair

RFX 3160005874

DISTRICT I

**In The State of Mississippi,
Project No. 308724/301000**

The COMMISSION reserves the right to reject any or all bids and to accept all or only certain units of any bid. The COMMISSION reserves the right to award one or more of the items in the various proposals to one or more companies.

The COMMISSION reserves the right to waive minor technicalities on bid proposals and specifications when in its best interest.

It is the intent of the bid specification to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Request for Bids packet and to notify the Mississippi Department of Transportation Procurement Division if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition. Any protest must be received in writing by the Mississippi Department of Transportation Procurement Division by **10:30 A.M., Monday June 5, 2023**. The Mississippi Department of Transportation Procurement Division may be reached at telephone number 601-359-7300, facsimile number 601-359-7302 or via email: hvanbuskirk@mdot.ms.gov.

Proposals must be accompanied by a Cashier's Check, Certified Check, or bid Bond in the amount of five thousand dollars (\$5,000.00), made payable to the State of Mississippi. **If a bid bond is used, it must be signed or countersigned by a Mississippi Agent of a surety company qualified and authorized to do business in the State of Mississippi, and the agent must be registered with the Mississippi Insurance Commissioner for the surety company represented on the bid bond, in accordance with the laws of the State of Mississippi. In addition, said bid bond must be signed by the bidder. Any bid bond which does not comply with these requirements shall be considered irregular and non-conforming and shall be rejected.** Cash, money orders, or checks which are not certified in accordance with Section 65-1-85, Mississippi Code Annotated, 1972, will not be accepted

Prior to the execution of the contract, the successful bidder must furnish a Performance and Payment Bond in an amount of \$500,000.00 (**Performance and Payment Bond only, checks will not be allowed**).

Bids must be made in the name of a single business entity (sole proprietor, corporation, partnership, etc.). Bids made by multiple entities will be considered nonresponsive and will not be considered for award. In addition, bids made in contemplation of subcontracting more than 50% of the work shall be considered nonresponsive and will not be considered for award.

Bidders must certify to the COMMISSION that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they will have the necessary equipment and personnel ready to proceed on the starting date as specified by the COMMISSION. Failure to mobilize adequate equipment and personnel will be cause for default and termination of this Contract.

Bidders are advised that the Mississippi Department of Transportation is an equal opportunity employer and adheres to a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, disability, or any other consideration which is unlawful and each bidder agrees, during the term of the agreement, that it will strictly adhere to this policy in its employment practices and provision of services.

All materials and equipment must conform to the *Mississippi Standard Specifications for Road and Bridge Construction (2017)* and any amendments thereto, where applicable.

It is understood that all proposals are submitted on the basis of complying with the provisions, terms and specifications set out herein, and in the proposal forms **PROVIDED THAT YOU CAN DO SO UNDER THE VARIOUS GOVERNMENT RULINGS AND DIRECTIVES NOW IN EFFECT OR WHICH MAY BE ISSUED DURING THE PERIOD OF CONTRACT.** In the event you bid on furnishing any materials which you are prohibited from manufacturing by a Government ruling or directive and are awarded such materials, you will not be required to make such shipment of said prohibited materials so long as Government directive is effective. However, any change in specifications or provisions of the quotation should be discussed with us promptly upon your being advised of the Government ruling or directive necessitating a change.

Unless otherwise specified, all formal bids shall be binding for a minimum of sixty (60) days after opening. If a bid is withdrawn after opening, Bid bond, if applicable, will be forfeited and/or bidder will be removed from the list of eligible bidders for a period of one (1) year.

The award, if made, will be by the COMMISSION within sixty (60) days after opening the proposal. **The award of this bid shall be made based on the lowest cumulative total dollar amount submitted to reset one thousand (1,000) linear feet of each cable barrier system combined with the replacing five (5) terminal end sections of each cable barrier system, performing 1 Lump Sum Annual Inspection, one hundred (100) Re-tensioning items, and three thousand (3,000) Brifen Peg Replacements (if this item exists on the bid tabs).** After award is made by the COMMISSION, an executed contract will be forwarded to the successful bidder. Upon receipt of a satisfactory and properly executed performance bond, a purchase order will be issued. Commitments made by a bidder prior to the receipt of a Purchase Order will be at the bidder's OWN RISK and the COMMISSION will not be responsible for such action. Any bid received and opened that contains a price guarantee for any length of time other than the time specified will not be considered.

The Department reserves the right to cancel the award of a contract any time prior to the execution by all parties without liability against the COMMISSION, Department, or any of its officers or employees.

Proposals must be made on forms furnished by the COMMISSION or they will not be considered. Letters will NOT be considered a part of a bidder's proposal. Facsimile transmissions will NOT be accepted.

The price bid shall be full compensation for all equipment, tools, labor, and other incidentals necessary to complete the work.

Detailed information may be obtained from the PROCUREMENT DIVISION by calling (601) 359-7300. The PROCUREMENT DIVISION will prepare a written response to all inquiries and forward a copy of same to all persons/companies that have requested a copy of this Bid Proposal. Respondents who rely upon oral communication regarding this Bid Proposal do so at their own risk.

Special attention is directed to the following:

This contract contains new requirements on Traffic Control Devices as per National Cooperative Highway Research Program Report 350 (NCHRP 350) which is referenced In Section 619.03.13 - Certification of Traffic Control Devices.

2.0 Safety – Subsection g) Fluorescent Sign Sheeting

General Provision – Section 5.4 – Immigrant Status Certification

General Provision – Section 5.5 – E-Invoice and E-Payment Paymode

General Provisions – Section 8.0 – Availability of Funds

Special Provisions - Section 2.0 – Safety, Subsection (g) – Note on the requirement of fluorescent orange prismatic sign sheeting on work zone signs.

Special Provisions - Section 2.0 – Safety, Subsection (h) – Note on the requirement of truck mounted attenuators for nighttime work.

Special Provisions – Section 4.1 – Hours of Operation – Note on the requirement of truck mounted attenuators for nighttime work.

PROCEDURE FOR BIDDING

1. Carefully read and examine the bid package, and all referenced or related materials.
2. If any errors are detected or if any documents are missing contact the MDOT Procurement Division immediately.
3. Read and sign one copy of the "Notices and Instructions to Bidders". Include all requested Information.
4. Fill in your bid and sign the Proposal. Include all requested information.
5. Execute one copy of the contract where indicated, including the current date.
6. Obtain a Bid Bond, Cashier's Check or Certified check in the specified amount.
7. Enclose one executed original of the "Notice and Instructions to Bidders", "Proposal", and Bid Bond in an envelope.
8. If you are submitting an **ALTERNATE BID**, YOU MUST MAKE COPIES OF ORIGINAL FORMS AND SUBMIT AS SEPARATE BID. Each **'PROPOSAL'** submitted **MUST** be in a SEPARATE ENVELOPE.
9. Address the Envelope as shown below.

**** BID IDENTIFICATION INFORMATION MUST BE SHOWN BELOW****

FOR MAIL DELIVERY:
RFX No. 3160005874
Project Number 308724/301000
PROCUREMENT DIVISION
MDOT
POST OFFICE BOX 1850
JACKSON, MS 39215-1850

FOR STREET DELIVERY:
RFX No. 3160005874
Project Number 308724/301000
PROCUREMENT DIVISION 5th Floor
MDOT
401 NORTH WEST STREET RM. 5100
JACKSON, MS 39201

10. Submit your bid before the deadline shown on the "Advertisement for Bids" and "Notices and Instructions to Bidders"

IF BIDS ARE NOT ADDRESSED AS SHOWN ABOVE, OR IF THEY DO NOT SHOW AN ACCEPTABLE CERTIFICATE OF RESPONSIBILITY NUMBER ON THE FACE OF THE ENVELOPE, OR IF THEY ARE RECEIVED AFTER THE DEADLINE THEY WILL BE RETURNED UNOPENED.

These "NOTICES AND INSTRUCTIONS TO BIDDERS" are a part of your bid; sign and return them with your BID PROPOSAL.

11. Sealed Competitive Bids may be submitted electronically via the MAGIC system as the following websites:

<https://portal.magic.ms.gov>

or [https://www.ms.gov/dfa/contract bid search/Contract](https://www.ms.gov/dfa/contract%20bid%20search/Contract).

Please use the websites above to search for:

You must have the Bid number listed in the advertisement. Please refer to **Attachment A** for instructions for RFX responses in MAGIC. If you need assistance, please call the Mississippi Management and Reporting System (MMRS) help desk at 601-359-1343, select Option 2 for MAGIC functionality. Please allow a day or two for assistance with your issue.

Vendors must be registered in MAGIC when submitting an electronic bid proposal.

Please refer to **Attachment B** for vendor registration.

These "NOTICES AND INSTRUCTIONS TO BIDDERS" are a part of your bid; sign and return them with your BID PROPOSAL.

BRAD WHITE
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S CERTIFICATION

I/We certify that we have read and understand the "NOTICE AND INSTRUCTION" which is a part of this bid proposal. I/We further certify that on or before the start date specified by the COMMISSION for beginning work under the proposed contract, we will possess all necessary equipment, facilities, personnel, and work experience to complete the work contemplated by the proposed contract according to the terms therein contained. I/We further understand that failure to mobilize adequate equipment and personnel will be cause for default and termination of the Contract.

Company: _____

Address: _____

By: _____

Title: _____

Date: _____

EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, as codified in Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of this CONTRACT, the undersigned will secure from such subcontractor(s) verification of compliance with the Mississippi Employment Protection Act on the MDOT approved form. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, at the time such subcontractor(s) is retained for the benefit of the MTC or this CONTRACT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the CONTRACT, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent
Contractor / Consultant

Title of Authorized Officer or Agent of

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

SUBCONTRACTOR EEV CERTIFICATION

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, as codified in Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is engaged under a contract with _____ on behalf of the MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of this CONTRACT, the undersigned will secure from such subcontractor(s) verification of compliance with the Mississippi Employment Protection Act on the MDOT approved form. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, at the time such subcontractor(s) is retained for the benefit of the MTC or this CONTRACT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the CONTRACT, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent
Contractor / Consultant

Title of Authorized Officer or Agent of

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CHECK LIST FOR SUBMITTING BID

PLEASE BE SURE THE ITEMS CHECKED BELOW ARE SUBMITTED WITH YOUR BID PROPOSAL. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE CONSIDERED IRREGULAR AND BE REJECTED.

- ☒ 1. "NOTICES AND INSTRUCTIONS TO BIDDERS" SIGNED AND ENCLOSED
- ☒ 2. "PROPOSAL" SIGNED AND ENCLOSED
- ☒ 3. BID IS ADDRESSED AS PER SAMPLE IN "NOTICES & INSTRUCTIONS TO BIDDERS"
- ☒ 4. CORRECT BID NUMBER IS USED IN ADDRESS (FROM PROPOSAL PAGE)
- ☒ 5. CONTRACT DOCUMENT SIGNED AND ENCLOSED
- ☒ 6. FIVE THOUSAND DOLLAR (\$5,000.00) BID BOND ENCLOSED.
If a bid bond is used, it must be signed by the bidder and signed or countersigned by a Mississippi Agent, and must comply with the requirements set forth in paragraph on page one of the NOTICE AND INSTRUCTIONS TO BIDDERS
- ☒ 7. CONTRACTOR EEV AFFIDAVIT AND AGREEMENT SIGNED

Note: performance and payment bond is required prior to issuance of purchase order.

PROPOSAL FOR REPAIRING, REPLACING, AND RETENSIONING CABLE BARRIERS,
CABLE BARRIER TERMINAL END SECTIONS, AND CABLE POST REPAIR

Mississippi Department of Transportation
Mississippi Transportation Commission
Jackson, MS 39201

Gentlemen:

Pursuant to your advertisement for proposals to be received until **10:30 A.M., Monday June 5, 2023** I/We _____ residing at _____ do submit our bid for furnishing the following in accordance with the "Standard Specifications for Road and Bridge Construction" (current version), and any amendment made thereto, your specifications and the "NOTICE AND INSTRUCTIONS". This proposal is made without collusion on the part of any person, firm or corporation.

Our prices quoted in FIGURES ONLY for furnishing such, FOB Mississippi Department of Transportation at destinations shown and in the amount listed below.

RFX NUMBER: 3160005874

PROJECT NUMBER: **308724/301000**

PRICING TO BE MADE ON PROPOSAL SHEETS

.....
SURETY PROVIDED: _____
TYPE : _____
COMPANY/BANK : _____
AMOUNT : _____
ORIGINAL WITH BID#: _____

.....
Company: _____

By: _____

Title: _____

Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair

District 1

In The State of Mississippi, Project No. 308724/301000

RFX Number 3160005874

THIS AGREEMENT is made by and between the Mississippi Transportation Commission ("COMMISSION") acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and _____, a Mississippi Corporation or a _____ Corporation duly qualified to do business in Mississippi ("CONTRACTOR"), collectively "the Parties", effective as of the date of latest execution below.

WITNESSETH:

That for and in consideration of the mutual covenants contained herein, the parties hereto do agree and legally bind themselves as follows:

1. The CONTRACTOR will perform full services of Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair (the "SERVICES") in the State of Mississippi beginning on the date of latest execution of the contract, and continuing until _____, when this contract shall cease. This Contract Performance Period may be extended as described in PART II - SPECIAL PROVISIONS Section 1.2 of this Agreement.
2. The CONTRACTOR will furnish all equipment, labor, supplies and other services necessary to provide the SERVICES.
3. The CONTRACTOR will commence the SERVICES required by the CONTRACT DOCUMENTS upon request by the COMMISSION.
4. The CONTRACTOR agrees to perform all of the scheduled SERVICES described in the CONTRACT DOCUMENTS and comply with the terms therein for the prices bid.
5. The term "CONTRACT DOCUMENTS" means and includes in descending rank the following:
 - Notice and Instructions to Bidders
 - Proposal For Repairing, Replacing, And Retensioning Cable Barriers, Cable Barrier Terminal End Sections, And Cable Post Repair
 - General Provisions - Repairing, Replacing, And Retensioning Of Cable Barriers, Cable Barrier Terminal End Sections, And Cable Post Repair
 - Special Provisions - Repairing, Replacing, And Retensioning Cable Barriers, Cable Barrier Terminal End Sections, And Cable Post Repair
 - Special Provisions – **Repair of High Tension Cable Barrier 907-610-1 (04/19/2018)**

Should a conflict arise among the terms of the Contract Documents, the terms of the higher ranking document shall control.

6. The COMMISSION will pay the CONTRACTOR in the manner and at such times set forth in the Special Provisions – Repairing, Replacing, and Retensioning of Cable Barrier, Cable Barrier Terminal End Sections, and Cable Posts.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This instrument, supplemented by the Contract Documents, contains the entire Agreement between the parties, and no statement, promise or inducements made by either party or agent of either part that is not contained in the written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon. This notwithstanding, each and every provision required by the Statutes of the State of Mississippi to be inserted into this contract shall be deemed to be inserted herein, and this contract shall be read and enforced as though it were included herein. Upon either party discovering the absence of such a provision or clause, that party shall notify the other of the omission and this agreement shall be amended so as to include the omitted language.

WITNESS my signature in execution hereof this the _____ day of _____, 2023

MISSISSIPPI TRANSPORTATION COMMISSION
by and through duly authorized by Executive Director of
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BRAD WHITE
EXECUTIVE DIRECTOR

WITNESS my signature in execution hereof this the _____ day of _____, 2023.

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

ATTEST:

(AFFIX CORPORATE SEAL)

GENERAL PROVISIONS

Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair

District 1 in The State of Mississippi, Project No. 308724/301000

INDEMNITY AND INSURANCE

- 1.0 **INDEMNITY.** The CONTRACTOR does hereby agree to indemnify and does hereby covenant to indemnify the COMMISSION from and against any claims, actions, suits, causes or demands, including court cost and reasonable attorney's fee, resulting from acts or omissions of the CONTRACTOR, CONTRACTOR's officers, agents, servants or employees in the performance of this Contract; provided, however, CONTRACTOR shall not be liable for any claims, actions, suits, causes of action or demands, court costs and attorney's fees arising out of a willful or negligent act or omission by the COMMISSION, MDOT or its officers, agents, servants and employees.
- 1.1 CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the COMMISSION'S option, to participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the COMMISSION'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of this provision by the CONTRACTOR.
- 1.2 **INSURANCE.** The CONTRACTOR shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damages insurance.

For the purpose of the Contract, the CONTRACTOR shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability (dollars)</u>
Workers Compensation	As required by the Statutes of the State of Mississippi
General Liability (Per project)	
General Aggregate	1,000,000
Products/ Completed Operations	
Aggregate	1,000,000
Personal Injury	1,000,000
Each Occurrence	1,000,000
Automobile	
Combined single limit	500,000
Excess Umbrella Liability	
Each occurrence	1,000,000
Aggregate	1,000,000

The Contractor shall carry public liability and property damage liability insurance of limits not less than the amounts stated above.

Rating: All insurance required herein and referenced in this section shall be issued by an insurance company or companies licensed to do business in the State of Mississippi with an A. M. Best rating of B+ or better and acceptable to the Commission.

The Contractor shall provide a certificate of insurance to the Commission naming the State of Mississippi and the Mississippi Transportation Commission as additional insureds under all liability policies. Such certificate shall be provided to the Commission from the insurance companies providing the required coverage.

The CONTRACTOR shall, upon failure to provide the insurance coverage set out herein be given notice of said failure and shall have thirty (30) days to cure the deficiency. Failure to cure said deficiency shall be a material breach by the Contractor empowering the COMMISSION to terminate this contract.

RELATIONSHIP OF THE PARTIES AND NOTICE

- 2.0 The relationship of the CONTRACTOR to the COMMISSION is that of an independent contractor, and said CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The CONTRACTOR will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- 2.1 The COMMISSION executes all orders and directives through the MDOT. All notices communications and correspondence with the COMMISSION shall be directed to the resident engineer listed below. Similarly, prior to execution of the contract, the CONTRACTOR shall designate an agent who is thoroughly experienced in the type work and familiar with the Contract. This agent shall have the authority to receive the notices, communications and correspondence from the COMMISSION and to act on behalf of the CONTRACTOR in matters related to the work.

FORCE MAJEURE

- 3.0 The CONTRACTOR shall not be liable for the failure to perform its duties if such failure is caused by riot, war, governmental order or regulation, fire, flood, tornado, hurricane or other disastrous phenomena.
- 3.1 The COMMISSION may, by written order, terminate the Contract or any portion thereof after determining that for reasons beyond either the COMMISSION's or CONTRACTOR's control the CONTRACTOR is prevented from proceeding with or completing the work as originally contracted for, and that termination would therefore be in public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national or area emergencies, orders from duly constituted authorities relating to energy conservation, and restraining orders

or injunctions obtained by third-party citizen action or where the issuance of such order or injunction is primarily caused by acts or omission of persons or agencies other than the CONTRACTOR.

For purposes of this Contract "Area Emergency" shall be understood to be an emergency created by an acute shortage of materials, supplies, labor, or equipment within an area in which the project is located and termed usually as the "Trade area." Specifically for the purpose of this provision, the "Area" under consideration shall be understood to be the area from which the Executive Director determines the CONTRACTOR would reasonably obtain materials, supplies, labor, or equipment, respectively.

When the COMMISSION orders termination of a contract effective on a certain date under this subsection, all completed items of work as of that date will be paid for at the contract unit price

SEVERABILITY

- 4.0 To the extent this Contract may be construed as to any portion to be violative of any state, federal, or local ordinance, statute, law, regulation, or edict, now or in the future, the balance hereof shall remain in full force and effect.

QUALIFICATIONS OF CONTRACTORS BIDDING

- 5.0 CONTRACTORS submitting bids certify to the COMMISSION that they possess all necessary equipment, facilities, personnel and work experience to fill the terms of the Contract at the time of the bid submission, or that they will have the necessary equipment and personnel ready to proceed on the starting date shown herein.

Failure to mobilize adequate equipment and personnel will be cause for default and termination of the contract under the terms of paragraph 7.0.

- 5.1 Each CONTRACTOR must have a Certificate of Responsibility from the Mississippi State Board of CONTRACTORS for such certificate as is acceptable to said board for this category of work. The number must be plainly evidenced on the outside of the BID envelope. Any bid which does not comply with this provision will not be opened.
- 5.2 The COMMISSION reserves the right to reject any and all bids.
- 5.3 Proposals must contain a certified check, cashier's check or bid bond made payable to the MISSISSIPPI TRANSPORTATION COMMISSION in an amount of \$5000.00 as a guaranty that if awarded the bidder will execute the contract.
- 5.4 **IMMIGRANT STATUS CERTIFICATION** CONTRACTOR represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. CONTRACTOR further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all

subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. CONTRACTOR acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. CONTRACTOR also acknowledges liability for any additional costs incurred by the Commission-Incumbent due to such contract cancellation or loss of license or permit.

- 5.5 **E-INVOICE AND E-PAYMENT PAYMODE** This Commission requires that all Vendors submit invoices electronically throughout the term of this agreement and/or contract. Vendor invoices shall be submitted to the Commission using the processes and procedures identified by the Commission, which are known and/or available to the Vendor. Procedures for new Vendors may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. Vendor understands that Vendor must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless Vendor has applied for and been granted, an exemption. Vendor may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. These payments shall be deposited in the bank account of the Vendor's choice. Vendor understands that the Commission is exempt from the payment of taxes. All payments shall be in United States Currency.

CONTRACT BOND

- 6.0 Prior to the execution of the contract the successful bidder shall execute and deliver to the Director in a format acceptable to MDOT a contract bond in an amount equal to five hundred thousand (500,000) dollars. The bond shall be negotiated for, secured from and premium paid to a surety company qualified and authorized to do business in the State of Mississippi. The bond shall bear the name of the Contractor and shall be signed by the Contractor.

TERMINATION OF CONTRACT

- 7.0 This agreement may be terminated without notice to the other party on the occurrence of any of the following occurrences, which shall constitute a material breach of this contract:
- A. failure to perform any of the scheduled duties as set out herein;
 - B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;
 - C. discontinuing the prosecution of the work;
 - D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;
 - E. unnecessary delay in completing the duties under the contract;
 - F. violation by the Contractor of any law of the State of Mississippi or any law of the United States of America
 - G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U. S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
 - H. allowing a final judgment to stand unsatisfied;

- I. making an assignment for the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this Contract;
- K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the Commission from terminating this contract for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the Contractor setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the Contractor of the deficient performance and given the Contractor at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to members of the public or to MDOT facilities, personnel or supplies.

If the Contractor enters into bankruptcy, voluntarily or involuntarily, this Contract shall not be an asset to the CONTRACTOR.

Upon notification of Termination as set out herein, the Executive Director of the MDOT will order the Surety to arrange for the prosecution of work in conformance with Section 108.08 of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction and any special provisions to said section in effect at that time.

In the event of a termination for any reason, Contractor shall be entitled to compensation for services performed according to the specifications herein and to MDOT's satisfaction prior to the date of termination, less any costs which the Commission may be entitled to assess against Contractor under this Agreement.

AVAILABILITY OF FUNDS

8.0 Notwithstanding any other provision contained herein, it is expressly understood and agreed that the obligation of the Commission to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

- a. **SUSPEND AND/OR STOP WORK:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Commission for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Vendor and/or Contractor or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the Commission of any kind whatsoever. Contractor and/or Vendor are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com, for any such notices.

In the event that said suspension or stop work is necessary, Contractor and/or Vendor shall take all necessary steps to minimize the incurrence of costs allocable to the

suspension and/or stop work order, and advise all subcontractors and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then Commission may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the Contractor and/or Vendor may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the Commission may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the Contractor and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

Or,

- b. **TERMINATION:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Commission for the performance of this Contract or Agreement, the Commission shall have the right, upon ten (10) days written notice to the Contractor and/or Vendor, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the Commission of any kind whatsoever. The effective date of termination shall be as specified in the notice, or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the Commission may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the Contractor and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

OTHER PROVISIONS

- 9.0 TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONTRACTOR shall be prepared to perform its responsibilities for providing services as required hereunder.
- 9.1 By his acceptance of the Contract, the successful CONTRACTOR shall warrant that he is familiar with and understands all provisions herein and shall warrant that he shall comply with them.
- 9.2 A failure to adhere to the general provisions of this Contract by the CONTRACTOR shall be deemed a material breach and may result in default as provided under section 7.0.

9.3 SUBLETTING, ASSIGNMENT OR TRANSFER:

It is understood by the parties to this Contract that the work of the contract is considered personal by the COMMISSION. The CONTRACTOR shall not assign, sublet or transfer any or all of its interest in this Contract without prior written approval of the COMMISSION. Under no circumstances will CONTRACTOR BE ALLOWED TO SUBLET MORE THAN 50% OF THE WORK REQUIRED UNDER THIS CONTRACT.

Consent by the COMMISSION to any subcontract shall not relieve CONTRACTOR from any of its obligations hereunder, and regard to any such contract.

The COMMISSION reserves the right to review all subcontract documents prepared in connection with this Contract, and the CONTRACTOR agrees that it shall submit to the COMMISSION any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the COMMISSION in advance of their execution.

II. SPECIAL PROVISIONS: REPAIRING, REPLACING, AND RETENSIONING CABLE BARRIERS, CABLE BARRIER TERMINAL END SECTIONS, AND CABLE POST REPAIR District 1 in The State of Mississippi, Project No. 308724/301000

1.0 CONTRACT TERM, EXTENSIO. AND ESCALTION CLAUSE:

1.1 CONTRACT TIME:

This contract shall begin on July 1, 2023 and shall terminate on June 30, 2024.

1.2 CONTRACT EXTENSION:

This **Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair Agreement** may be extended for a maximum of two (2) one year terms in the following manner:

The extension of this agreement will occur automatically unless one of the parties hereto notifies the other party of their intent not to renew said agreement. If one of the parties hereto desires to terminate this agreement on the last day of the Contract Performance Period or current extension period, said party must notify the other party hereto of said intention by Certified Mail, Return Receipt Requested at the address for notifications contained in this agreement before the beginning of the final quarter of the current extension (or contract if still in its original term). On notification received as set out herein, the other party shall have the right to rely on the representation that the contract will terminate at the conclusion of the current term and said other party may take any action necessitated thereby.

The only term of the **Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair Agreement** that will change in a contract extension is the Contract Performance Period. The term of an extended **Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair Agreement** is hereby set as beginning at the very end of the original **Repairing, Replacing, and Retensioning Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair Agreement**, or the very end of the first extension period and ending exactly one year later. The maximum number of the extensions shall be two (2).

1.3 **ESCALATION CLAUSE**

Contract prices for equipment and/or services will remain firm through **June 30, 2023**.

If necessary, vendor must request price adjustment, in writing, 30 days prior to extension date. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All items, and Jackson, MS area.

If a vendor fails to request a CPI-U price adjustment 30 days prior to the extension date, the adjustment will be effective 30 days after MDOT receives the written request, if approved.

The price adjustment rate will be determined by comparing the percentage difference between the CPI-U in effect for the base six month average; July 2022 through December 2022; and each January through June six month average thereafter. The percentage difference between those two CPI-U issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

2.0 SCOPE OF WORK:

2.1 GENERAL:

This work shall consist of providing three-strand and four-strand high tension cable barrier repair, replacement and re-tensioning on an as needed basis in response to vehicle damage and similar sudden occurrence, such as physical damage by the elements, but not solely as a result of wear and tear or changes in standards not in connection with a sudden occurrence. The contractor will be notified of the need for work by written notice on a location-by-location basis.

The work shall be performed on an "on-call" basis using the pay items and corresponding specifications set forth in this contract, is for the repair of high tension cable barrier on various routes in **District 1** along Commission maintained roadways where High Tension Cable Barrier Systems have been installed.

Repair to damaged high tension cable barrier shall be in accordance with the manufacturer's recommendation and as directed by the Assistant District Engineer, Maintenance (ADEM). All components shall be NCHRP 350 or MASH 16 Test Level 4 (TL-4) criteria compliant, and on the plans it will be labeled as High Tension Cable Barrier System.

The Contractor shall select and install only components appropriate to the system as originally installed in the area to be repaired. Terminal sections and high tension cable barrier shall be produced by the same manufacturer. If the entire cable barrier is to be replaced due to significant damage the Contractor shall install the replacement cable barrier in accordance with MDOT Special Provision 907-610-1. Replacement of the entire system must be as directed and approved by the ADEM.

All repair and replacement materials and components for the High tension cable barrier shall meet the materials requirements specified in Special Provision Sub-Section 907.610-1. **NOTE: The Contractor shall ensure that delineators are installed on a minimum of every 5th post during the Annual Inspection item of work and replaced as a part of that item if not.** The Contractor shall install all components of the high tension cable barrier system according to the original project specifications and the manufacturer's design and recommendations.

2.2 RESTORATION PROVISIONS:

Work may be required during both daytime and nighttime hours. Some work may be on a high priority basis with response required within four (4) days. Upon receiving notification from MDOT, unless otherwise instructed regarding the need for immediate repair (i.e. high priority), the Contractor will have until the end of the fourth day after written notification for repairs greater than 100 linear feet and two (2) weeks for repairs less than 100 linear feet, not to include days restricted by MDOT, to bring the damaged section back to full service.

Failure to restore the damaged section to full service within the time period referenced above will result in a penalty of \$750.00 per calendar day. **Once the Contractor has begun the repair work, he cannot leave the site un-restored without consent of the ADEM.**

2.3 REPORTING:

The Contractor shall obtain a Maintenance Repair Project (MRP) number prior to repairing any damaged section of cable rail. Additionally, a photo of the damaged section shall be taken prior to and after repair. Ultimately, an invoice shall be submitted to the ADEM for each section repair including the MRP Number, Date of Repair, GPS Coordinates of the section and finally itemized costs which include pay items, unit prices and final quantities to present the total cost of repair.

2.4 MAINTENANCE OF TRAFFIC:

The Contractor shall erect and properly maintain all traffic control devices as required by the Department and in conformance with the latest edition of the MUTCD during the period when work is being performed on a section of roadway associated with this Contract.

The Contractor's operations shall be performed in such a manner that traffic will be maintained on a paved surface at all times. Single traffic lanes in multi-lane facilities may be closed in sections of up to one (1) mile in each direction of travel. **The ADEM shall approve the times and days for any lane closures.**

The Contractor shall provide the personnel, equipment, and materials to properly maintain a safe, uniform flow of traffic through the limits of the work zone. NOTE: Traffic control devices must meet requirements of NCHRP Report 350 / MASH.

2.5 CONSTRUCTION REQUIREMENTS:

The Contractor shall be responsible for removing and disposing of all materials required to be replaced or removed in consequence of repairing and replacing cable barriers, cable barrier terminal end sections, vegetative pad, and cable post repair under this contract.

On any facilities opened to traffic, the Contractor shall not begin work on any section of cable barrier until preparations have been made to complete the installation of the section, including, but not limited to, posts, rail, anchors, and hardware as a continuous operation. Once work has been initiated on a section, the work shall be performed to its completion unless inclement weather or other conditions beyond the control of the Contractor interfere with the work. Uncompleted cable barrier or cable end sections shall not be left exposed to the travelling public without the approval of the Engineer. If approval is granted, the uncompleted section must satisfactorily be marked with drums, barricades,

or other devices, as directed by the Engineer, at no additional cost to the Department. In no case will uncompleted cable barrier or cable end sections be allowed to remain over a weekend or holiday period.

- 2.6** **Existing Inventory.** Bidders are advised that the following list is an estimate of the current amount of cable barrier in District 1.

County	Route	Brifen	Gibraltar	NuCor	Safence
Alcorn	I-22/US 78		6.6		
Itawamba	I-22/US 78	22.5			
Lee	I-22/US 78	21.4			
	US 45				20.6
Lowndes	US 82	17.9			
Oktibbeha	US 82	12.6			
Pontotoc	I-22/US 78	0.2			
Union	I-22/US 78	19.7			
District Total Miles		94.2	6.6	0.0	20.6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-610-1

CODE: (SP)

DATE: 04/19/2018

SUBJECT: Repair of High Tension Cable Barrier

Section 610, High Tension Cable Barrier, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-610 -- REPAIR OF HIGH TENSION CABLE BARRIER

907-610.01--Description. This work consists of repairing, replacing, and re-tensioning cable barriers, cable barrier terminal end sections, and cable post. The Contractor is required to furnish, install, and repair all components of the high tension cable barrier systems until the contract completion date. The quantities are estimated for a one-year contract period. Actual quantities will depend on the damage sustained through the time of the end of the contract.

The scope of work for this project is to provide three and four-strand cable barrier repair, replacement, and re-tensioning due to vehicle damage and similar sudden occurrence, such as physical damage by the elements, but not solely as a result of wear and tear or changes in standards not in connection with a sudden occurrence, or as directed by the Engineer.

The work will be performed along maintained roadways within the District designated by this contract.

This contract includes pay items to repair three and four-strand cable barrier systems by removal and replacement of major components and assemblies that have been damaged.

907-610.02--Materials. High tension cable barrier shall meet the requirements of NCHRP Report 350 or MASH 09, Test Level 4, and following general requirements. The Contractor shall provide a copy of the FHWA letter of approval for the system prior to installation.

Reinforcing Steel	Section 602
Anchor Bolts and Nuts	Subsection 810.02.21
Galvanizing (Bolts, Nuts & Washers)	AASHTO M 232
Fittings (Steel) Hardware	Subsection 712.06
Reflective Sheeting	Subsection 721.07

907-610.02.1--Cable Rope. The cable rope shall be ¾-inch, 3 x 7, pre-stretched galvanized wire rope meeting the requirements of AASHTO M 30 / ASTM A741, Type I, Class A coating, with a Modified Breaking Strength equal to 39,000 pounds in accordance with the following:

- Pre-stretched to exhibit a minimum modulus of elasticity of 21,661,553 psi based on a steel surface area of a fixed 0.2394877 square inches, and
- Testing must be done in accordance with ISO 12076-202 Wire Rope Modulus of Elasticity “Initial (as manufactured)”, with no bedding of the rope permitted in testing.

907-610.02.2--Posts. Steel posts shall be socketed in metal or plastic sleeves installed in a concrete footing. Steel posts, blocks, and metal sleeves shall conform to AASHTO M 270, Grade 36, and shall be galvanized in accordance with ASTM A 123. Welding and repair welding for all steel fabrication shall be performed by certified welders and meet the requirements of AWS D1.1. All fabrication shall be completed prior to galvanizing.

Posts shall be domestic hot-rolled mild steel, or cold-formed from hot-rolled mild steel. A fitting gasket, profiled to fit tightly around each post, shall be provided to prevent debris from entering the socket.

907-610.02.3--Turnbuckles. Turnbuckles shall be threaded to accept the fittings described above. Turnbuckles shall be of the solid or closed body type with two inspection holes to determine threaded rope terminal penetration. Turnbuckles shall allow for a terminal penetration depth equivalent to or greater than the depth of the tested system, shall develop minimum tensile load without yielding to 36,800 pounds, and shall be galvanized, after threading, to ASTM A153, or stainless steel.

907-610.02.4--Mechanical Anchor Fittings. Fittings shall be provided at the anchor terminations of each wire rope and shall be of the same type as used in the connection to the turnbuckles. The fittings shall develop minimum tensile load of the entire wire rope of 36,800 pounds without yielding, shall be capable of release and reuse, and shall be galvanized to ASTM A153 after threading.

907-610.02.5--End Terminals. End terminals shall be NCHRP Report 350 compliant meeting Test Level 3 (TL-3) or MASH requirements and having an FHWA letter of acceptance. Each of the four cables of the system shall have anchor connections at the terminal end section. The four cables shall not terminate at the end section with a common cable. All welding shall be performed by a certified welder in accordance with AWS D1.1.

907-610.02.6--Delineation. The sheeting for delineation shall be Type III retroreflective sheeting meeting the requirements of Section 721 of the Standard Specifications. Sheeting shall be available in standard colors of white and yellow and may be installed on cable barrier posts or on delineator posts, which are attached to the cable barrier post in accordance with the manufacturer's recommendations.

907-610.02.7--Fittings. Threaded terminals may be wedged or swaged fitting. Swaged fitting may be shop or field swaged. The engagement depth shall be equivalent to or greater than the depth of the tested system and shall be threaded to fit the system turnbuckles. Fully fitted ropes shall develop a Minimum Breaking Load (MBL) of 36,800 pounds. Threaded terminals shall be galvanized, after threading, to ASTM A 153, or stainless steel. At all locations where the cable is connected to a cable socket with a wedge type connection, one wire of the wire rope shall be crimped over the base of the wedge to hold it firmly in place.

907-610.03--Construction Requirements. The Contractor will be notified in writing by the Engineer, or designated agent, of damaged areas. Damaged areas 100 linear feet or less will require a 2-week response and damaged areas greater than 100 linear feet will require a 4-day response time to complete the repair.

The Contractor shall select and install the same manufacturer's high tension cable barrier system and components as originally installed. Terminal sections and high tension cable barrier shall be produced by the same manufacturer.

All cable repaired or replaced shall be tensioned in accordance with the manufacturers specifications for tensioning of the system. For repaired segments, cable tension shall be checked and re-tensioned as needed under the repair of cable barrier system, approximately two (2) to three (3) weeks after initial repair or as

directed by the Engineer. Results from all tension validation tests shall be certified by the Contractor that the cable barrier segment is tensioned to the manufacturer's recommendations and sent to the Engineer once completed.

Re-tensioning will be verified every 1,000 feet per strand throughout the entire barrier segment (end terminal to end terminal) to validate whether or not adjustments need to be made to equalize the segment.

The Department must approve these certifications and reports before payment can be made to the Contractor for these items.

When the Engineer determines that a vegetative pad is damaged to a point that it needs to be replaced, the Contractor shall install a new vegetative pad within the limits determined by the Engineer. The pad shall be 36 inches wide by four inches (4") deep and constructed in accordance with the requirements set forth in Section 221 of the Standard Specifications. Payment for vegetative pad will be made under pay item 907-610-J1, Vegetative Pad. No separate payment will be made for the removal of damaged vegetative pad. Costs for removal of existing pad shall be included in other items bid. If the existing undamaged cable barrier system has to be removed in order to replace the vegetative pad, all costs for removal of the system shall also be included in the cost of other items bid.

907-610.03.1--Annual Inspection. Inspections of the system will be required on an annual basis during the months of August, September, or October. These inspections will include verifying the tension for all strands of all segments of cable barrier and re-tensioning the strands that are found to fall outside of manufacturer's recommended tensions. This tensioning will be paid for separately under pay item 907-610-H1, Re-tensioning. This work shall include inspection of the cable systems and recording the final tensions. Final results shall be certified by the Contractor that the cable barrier segment is tensioned to the manufacturer's recommendations and sent to the Engineer once completed.

907-610.03.2--Safety. All equipment involved in associated traffic operations shall conform to existing State safety laws and shall be operated in accordance with the MUTCD, Part VI, Latest Edition.

The safety of the public and the convenience of traffic shall be regarded as a prime importance.

907-610.03.3--Method of Operation. The Contractor's personnel shall conduct all operations described in these specifications and the expense of all such operations shall be the Contractor's.

The Contractor shall provide all equipment, labor, fuel, and any other materials necessary to complete the required work.

The Contractor shall be responsible for the maintenance and repair of equipment and the availability, presence and supervision of employees assigned to the work.

The Contractor is required to have a competent and experienced supervisor/foreman on duty when work is being performed under this Contract.

907-610.03.4--Weather. No operations shall be conducted when there are climatic conditions present or a forecast by the National Weather Service that would make such an operation ineffectual or dangerous. These conditions include, but are not limited to, heavy rains, fog, snow, ice, and sleet. The Engineer will determine when the weather conditions prohibit work from being conducted to perform repairs.

907-610.03.5--Equipment. The equipment used in the work product shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.

The measure of acceptability of the equipment shall be its actual performance of the work. Should it become apparent that the Contractor will be unable to perform to the requirements of the Contract, the Engineer may require the Contractor to furnish equipment that will perform in an acceptable manner.

The Contractor shall provide adequate support vehicles to assist in the various operations deemed necessary to provide a satisfactory job performance.

The equipment used must meet all applicable state laws and regulations for operation on the highways of Mississippi.

907-610.04--Method of Measurement. Repair of Cable Barrier System of the type specified will be measured per each post.

Cable Barrier Terminal End Repair of the type specified will be measured per each.

Cable Rope will be measured per linear foot from standing post to standing post of each strand.

Turnbuckle, Splice, and Brifen Peg Replacement will be measured per each. Brifen Peg Replacement will only be measured for payment if they are installed outside standing post to standing post.

Annual Inspection will be measured as a unit lump sum quantity.

Re-tensioning will be measured per each strand per segment.

Lane Closure will be measured as a single lane closure per each. A shoulder closure will NOT be considered a lane closure.

Vegetative Pad will be measured by the cubic yard.

Mobilization will NOT be measured for payment and should be included in other items bids.

907-610.05--Basis of Payment. Repair of Cable Barrier System of the type specified, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for the repairing of all items within the standing post to standing post, which shall include but not limited to new posts, new hook bolts, new delineators, re-tensioning of cable barrier, disposal of all damaged materials, labor, equipment, and all incidentals necessary to complete the work. Vegetative pad will not be included in the repair of the cable barrier systems and will be paid for under pay item 907-610-J1.

Cable Barrier Terminal End Repair of the type specified, measured as prescribed above, will be paid for at the contract bid price per each, which price shall be full compensation for all labor, materials, equipment, tools, staking, lay out, including, but not limited to, post foundations, delineators, anchors, reinforcing steel, other hardware, any excavation and backfilling, and all incidentals necessary to complete the work.

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

Turnbuckle, Splice, and Brifen Peg Replacement measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Annual Inspection, measured as prescribed above, will be paid for at the contract lump sum price, which price shall be full compensation for labor, materials, equipment, reports, and all incidentals necessary to complete the work.

Re-tensioning, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Lane Closure, measured as prescribed above, shall be paid for at the contract unit price per each, which price shall be full compensation for all labor, materials, equipment, signs, traffic control devices, and incidentals necessary to complete the work.

Vegetative Pad, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Payment will be made under:

907-610-A1: Repair of Cable Barrier System, *	- per each
907-610-B1: Cable Barrier Terminal End Repair, *	- per each
907-610-C1: Cable Rope	- per linear foot
907-610-D1: Turnbuckle	- per each
907-610-E1: Splice	- per each
907-610-F1: Brifen Peg Replacement	- per each
907-610-G1: Annual Inspection	- lump sum
907-610-H1: Re-tensioning	- per each
907-610-I1: Lane Closure	- per each
907-610-J1: Vegetative Pad	- per cubic yard

* Specify Brifen, Gibraltar, Nucor, or Safence

PROPOSAL (Sheet No. 1) Project No. 308724/301000

For Repairing and Replacing Cable Barriers, Cable Barrier Terminal End Sections, and Cable Post Repair

All located in **District 1**, State of Mississippi

Known as Project No. 308724/301000

SPECIAL NOTICE TO BIDDERS

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BID SCHEDULE

REF. NO.	PAY ITEM NO.	APPROX QUANTITY	UNIT	DESCRIPTION	UNIT PRICES	
					DOLLARS	CENTS
1	907-610-A1002	0	EACH	Repair of Cable Barrier System, Brifen		
2	907-610-A1002	0	EACH	Repair of Cable Barrier System, Gibraltar		
3	907-610-A1002	0	EACH	Repair of Cable Barrier System, Safence		
4	907-610-B1001	0	EACH	Repair of Cable Barrier Terminal End, Brifen		
5	907-610-B1001	0	EACH	Repair of Cable Barrier Terminal End, Gibraltar		
6	907-610-B1001	0	EACH	Repair of Cable Barrier Terminal End, Safence		
7	907-610-C1001	0	LINEAR FT	Cable Rope		
8	907-610-D1001	0	EACH	Turnbuckles		
9	907-610-E1001	0	EACH	Splices		
10	907-610-F1001	0	EACH	Brifen Peg Replacement		
11	907-610-G1001	0	LUMP SUM	Annual Inspection		
12	907-610-H1001	0	EACH	Re-tensioning		
13	907-610-I1001	0	EACH	Lane Closure		
14	907-610-J1001	0	CUBIC YARD	Vegetative Pad		

NOTE: Provide UNIT PRICES for items which indicate 0 quantities but do not extend to ITEM TOTALS.

The following person is designated as the representative of the CONTRACTOR for all purposes under this Contract:

NAME: _____

ADDRESS: _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____

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 Thousand Dollars (\$5,000.00)**

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

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 _____, 2022

(Principal)

(Seal)

By: _____

(Name)

(Title)

(Witness)

(Surety)

(Seal)

By: _____

(Attorney-in-Fact)

(Witness)

MS Agent

Mississippi Insurance ID Number

Bid bond must be signed or countersigned by a Mississippi Agent of a surety company qualified and authorized to do business in the State of Mississippi, and the agent must be registered with the Mississippi Insurance Commissioner for the surety company represented on the bid bond, in accordance with the laws of the State of Mississippi. In addition, said bid bond must be signed by the bidder, all as provided by Section 102.08 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.