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SM No. CHSIP0020011831

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF (NONEXEMPT)

1

Installing guardrail on I-20 in the City Limits of Vicksburg, known as Federal Aid Project No. HSIP-0020-01(183)N / 104897301, in the County of Warren, State of Mississippi.

Project Completion: March 27, 2009

### **NOTICE**

FROM MOOT CONTRACT ADMINISTRATION DIVISION TO BID ON THIS PROJECT.

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

# **SECTION 900**

OF THE CURRENT
(2004) STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

# BIDDER CHECK LIST (FOR INFORMATION ONLY)

 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
 If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
 First sheet of SECTION 905PROPOSAL has been completed.
 Second sheet of SECTION 905PROPOSAL has been completed and signed.
 Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.
 DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
 Form OCR-485, when required by contract, has been completed and signed.
 The last sheet of the bid sheets of SECTION 905PROPOSAL has been <u>signed</u> .
 Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
 Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .
 The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
 A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached.
 Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. <u>DO NOT</u> remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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### PAGE 2 - PROJECT NO. HSIP-0020-01(183)N / 104897301 -- Warren County

SECTION 905 - PROPOSAL, PROPOSAL SHEET NOS. 2-1 THRU 2-3, COMBINATION BID PROPOSAL, CERTIFICATE OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS, NON-COLLUSION CERTIFICATE, SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM, OCR-485, HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

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

#### **SECTION 901 - ADVERTISEMENT**

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, September 23, 2008; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, September 23, 2008, and shortly thereafter publicly opened for:

Installing guardrail on I-20 in the City Limits of Vicksburg, known as Federal Aid Project No. HSIP-0020-01(183)N / 104897301, in the County of Warren, State of Mississippi.

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 87-58 1, Work Hours Act of 1962, as set forth in the Contract Provisions.

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

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

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

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, 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.

LARRY L. "BUTCH" BROWN EXECUTIVE DIRECTOR

CODE: (IS)

#### **SECTION 904 - NOTICE TO BIDDERS NO. 1**

**DATE:** 05/03/2004

**SUBJECT:** Governing Specifications

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

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

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

CODE: (SP)

#### **SECTION 904 - NOTICE TO BIDDERS NO. 3**

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 640 CODE: (IS)

**DATE:** 09/26/2005

**SUBJECT:** Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

#### SUPPLEMENT TO NOTICE TO BIDDERS NO. 696

**DATE: 06/06/2008** 

The goal is <u>0</u> 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

(<u>http://www.gomdot.com/applications/bidsystem/currentletting.aspx</u>) for results. Bid tabulations are usually posted by 3:00 pm on Letting Day.

Form OCR-481 is available at

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/MDOT\_OCR481.pdf or by calling 601-359-7466.

All OCR-481s must be returned within 10 days following the bid letting to the MDOT Office of Civil Rights, P.O. Box 1850, Jackson, MS 39215-1850.

For answers to questions, contact the MDOT Office of Civil Rights at (601) 359-7466.

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 "Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" and "Part 26, Title 49, Code of Federal Regulation" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

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.

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 <a href="www.gomdot.com">www.gomdot.com</a>. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.

**SECTION 904 - NOTICE TO BIDDERS NO. 696** 

CODE: (IS)

**DATE:** 12/20/2005

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID

**HIGHWAY CONSTRUCTION** 

This contract is subject to the 'Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy For Users (SAFETEA-LU)" 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 subrecipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

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

#### **DEFINITIONS**

For purposes of this provision the following definitions will apply:

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

#### **CONTRACTOR'S OBLIGATION**

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

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

#### **CONTRACT GOAL**

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

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Contract Administration Division Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

#### FORMS ARE AVAILABLE FROM THE CONTRACT ADMINISTRATION DIVISION

The OCR-481 Form must contain the following information:

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

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

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

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

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

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- (7) whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

#### **DIRECTORY**

Included with this Bid Proposal is a list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP).

The DBE firm must be on the Department's list of "Certified DBE Contractors" that is attached to this proposal 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 awarded, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the <u>Prime</u> 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:

- (a) 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.
- (b) Efforts to negotiate with certified DBE Contractors for specific items shall include as a minimum:
  - (1) The name, address, and telephone number of each DBE contacted;
  - (2) A description of the information provided about the plans and specifications for those portions of the work to be subcontracted; and
  - (3) A statement of why agreements were not reached.
- (c) For each DBE contacted that was rejected as unqualified, the reasons for such conclusion.
- (d) Efforts made to assist each DBE that needed assistance in obtaining bonding or insurance required by the Contractor.

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.

#### 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 <u>by actually</u> 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 60 percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

### **AWARD**

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Contract Administration Division for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal.
- (3) Bidder must submit with the bid proposal a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal.

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

#### **DEFAULT**

The <u>contract goal established</u> by MDOT in this proposal 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 <u>will</u> meet the terms of the contract as long as it <u>meets</u> or <u>exceeds MDOT's Contract</u> Goal. For additional information, refer to "Replacement" section of this Notice.

#### DBE REPORTS

- (1) OCR-481: Refer to 'CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit <u>with the bid proposal</u> a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (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 or CAD-725).

#### **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 an amount equal to the unmet portion of the DBE goal

- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

Percentage of the monetary amount disallowed

Offense	from (1) above	Lump Sum
# 1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

SECTION 904 - NOTICE TO BIDDERS NO. 777

CODE: (IS)

**DATE:** 04/13/2006

**SUBJECT: On-The-Job Training Program** 

Payment for training hours will be handled as outlined in Special Provision 906-6. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-6).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-6) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

CODE: (IS)

#### **SECTION 904 - NOTICE TO BIDDERS NO. 883**

**DATE:** 04/28/2006

**SUBJECT:** Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

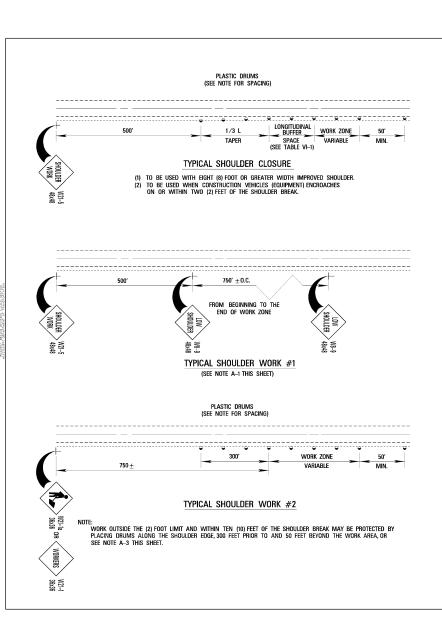
## SUPPLEMENT TO NOTICE TO BIDDERS NO. 1339

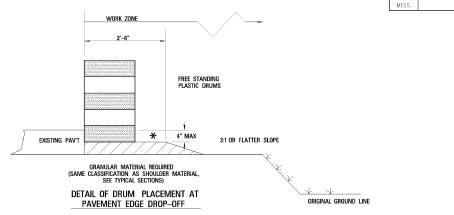
**DATE:** 08/01/2008

**SUBJECT:** Standard Drawings

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

After the last drawing of Notice To Bidders No. 1339, add the following:





#### **NOTES**

- \* A. PAVEMENT EDGE DROP-OFF
  - 1. If less than two and one quarter (2.25) inches—no protection required place a shoulder work sign (w21–5) 500 feet in advance of work zone shoulder and a low shoulder sign (w8–9) at the beginning and throughout the work zone @ (750°±0.c.).
  - 2. TWO AND ONE QUARTER TO FOUR INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1/3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
  - 3. GREATER THAN FOUR (4) INCHES-POSITIVE SEPARATION OR WEDGE WITH 3:1 OR FLATTER SLOPE NEEDED, IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED. WEDGE AND DROPE OF THE DEVICES OR STRADY BURN LIGHTS SHOULD BE USED FOR OVERNIGHT INSTALLATIONS.
  - 4. FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN FOUR (4) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
  - 5. LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.
  - B. DRUM SPACING

    - 1. Tangents = 2 x s 2. Tapers = L/3 Where L = S x W L = Taper length in feet S = Speed in MPH (Posted or 85 percentile) W = Width of Offset in Feet
  - C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

#### TABLE VI-1. GUIDELINES FOR LENGTH OF

* POSTED	SPEED	OFF_PFAK	25	PERC	ENTILE	SPEE
		STARTING				
				Inc	ANTIK	IFAIE

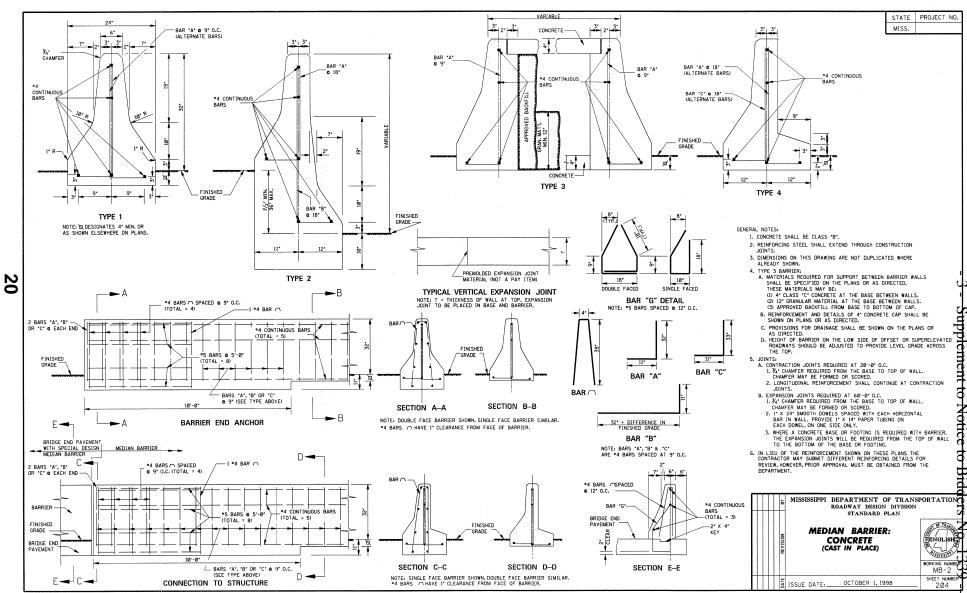
П	T	T	Τ	λě	MISSISSIPPI DEPARTMENT OF TRANSPORTA
				TRAFFIC CONTROL DETAILS DRUM PLACEMENT	
				REVISION	AND Shoulder Closure
Ш					PROJECT NO.: WORKING

COUNTY: ILENAME: dgns/shldclosure.dgn S

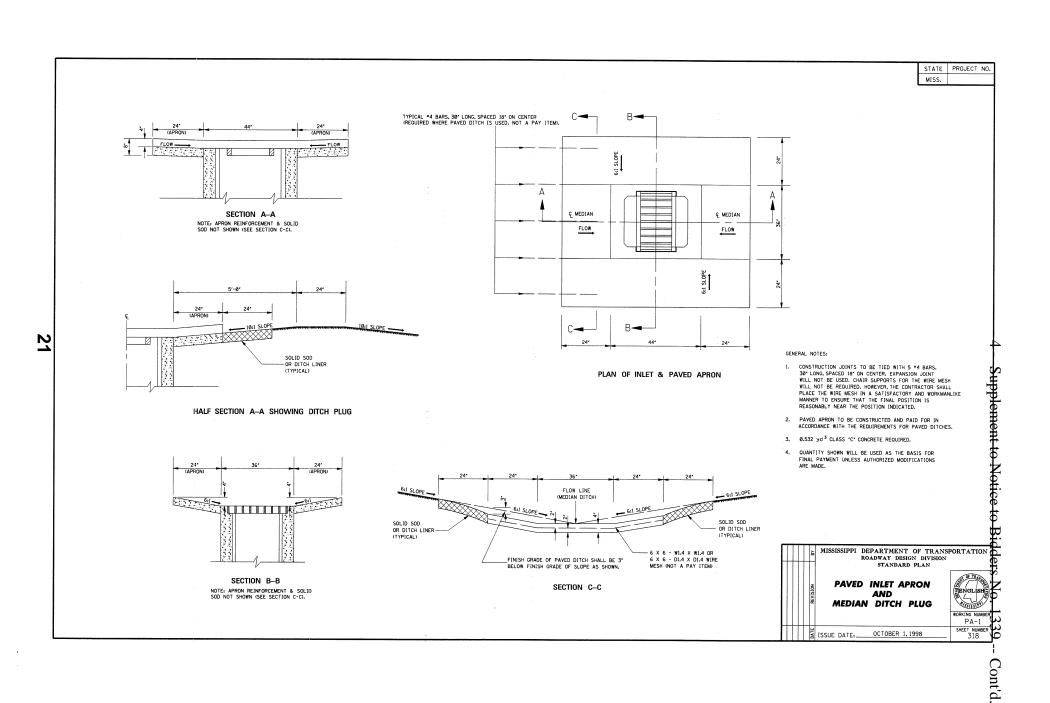
PROJECT NO.

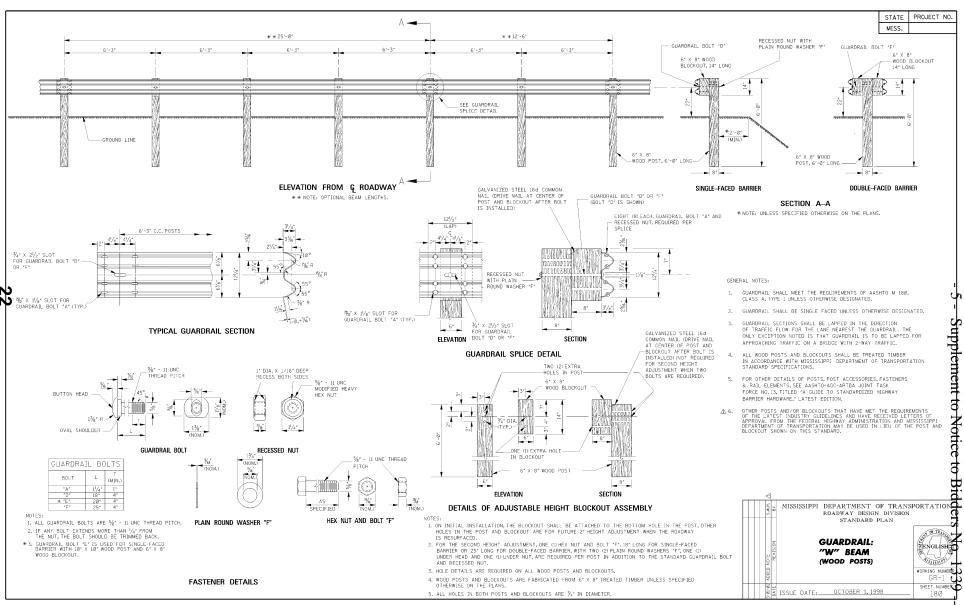
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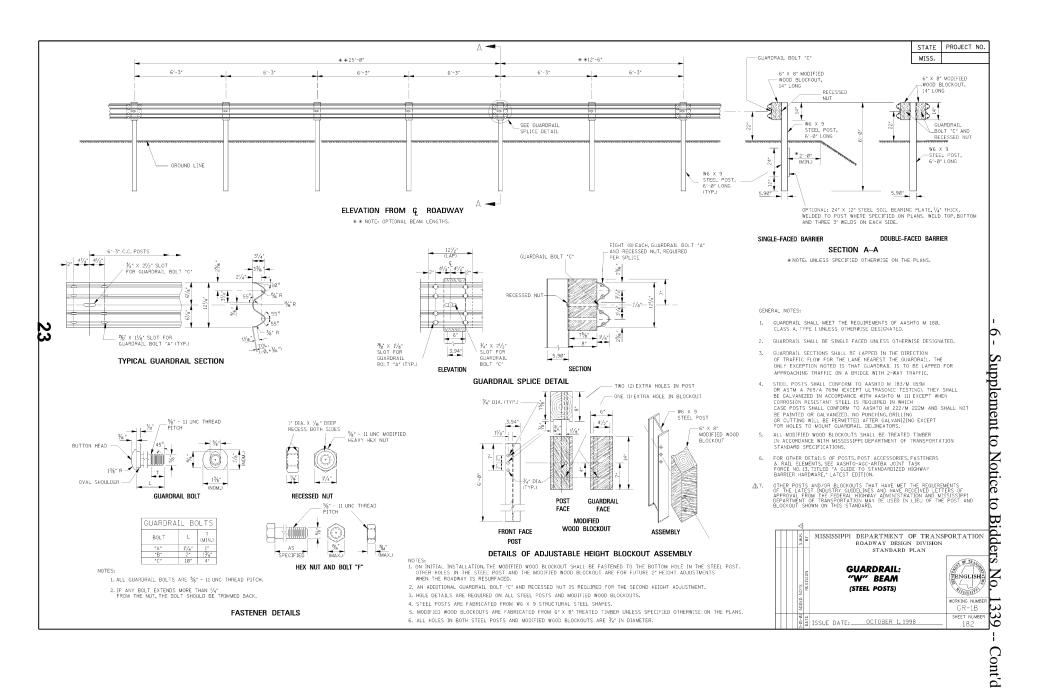
Supplement to Notice to Bidders



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#### SECTION 904 – NOTICE TO BIDDERS NO. 1339

CODE: (SP)

**DATE:** 02/16/2007

**SUBJECT:** Standard Drawings

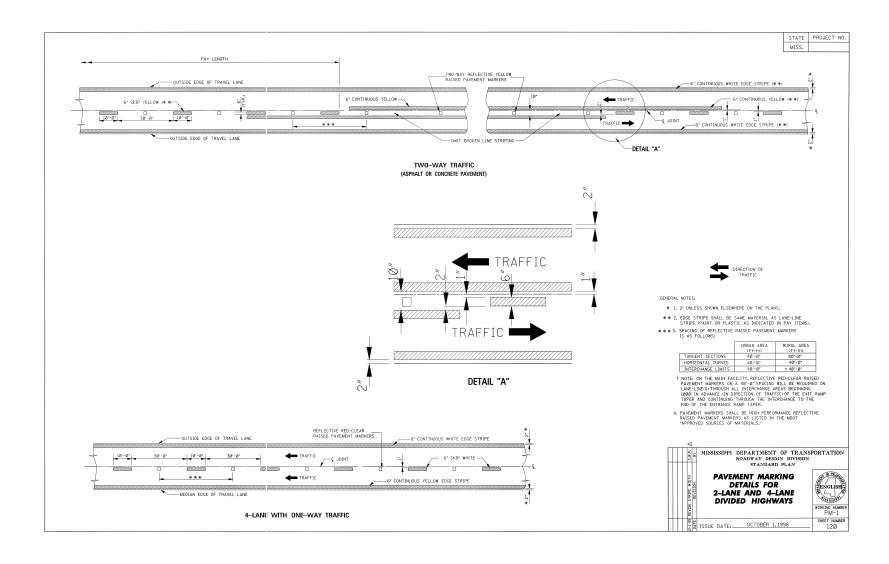
Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

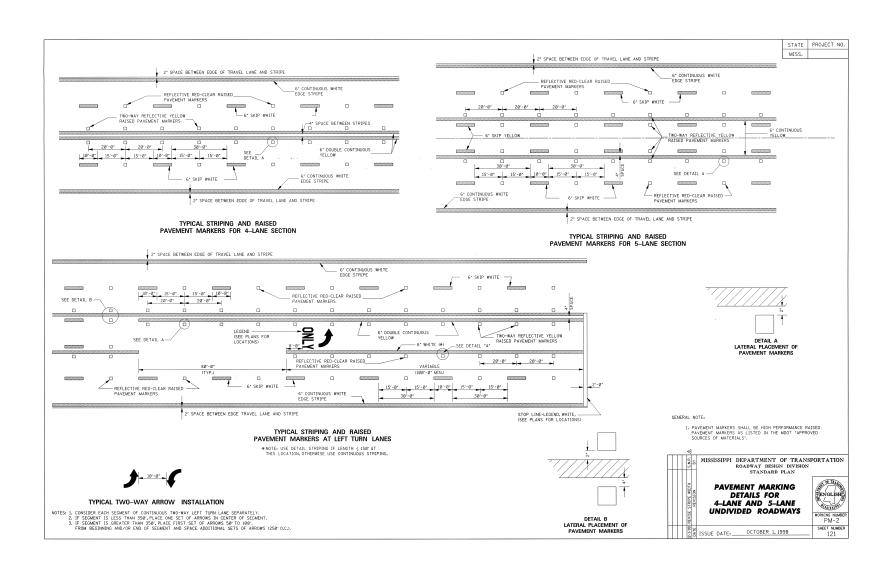
MDOT Plans Print Shop MDOT Administration Building 401 North West Street, Room 1100 P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

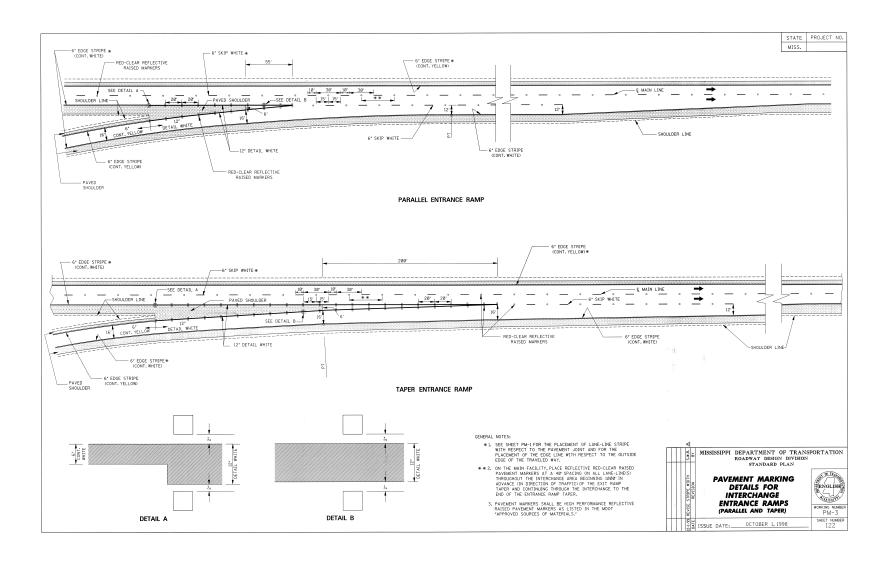
or FAX: (601) 359-7461

or e-mail: <a href="mailto:plans@mdot.state.ms.us">plans@mdot.state.ms.us</a>

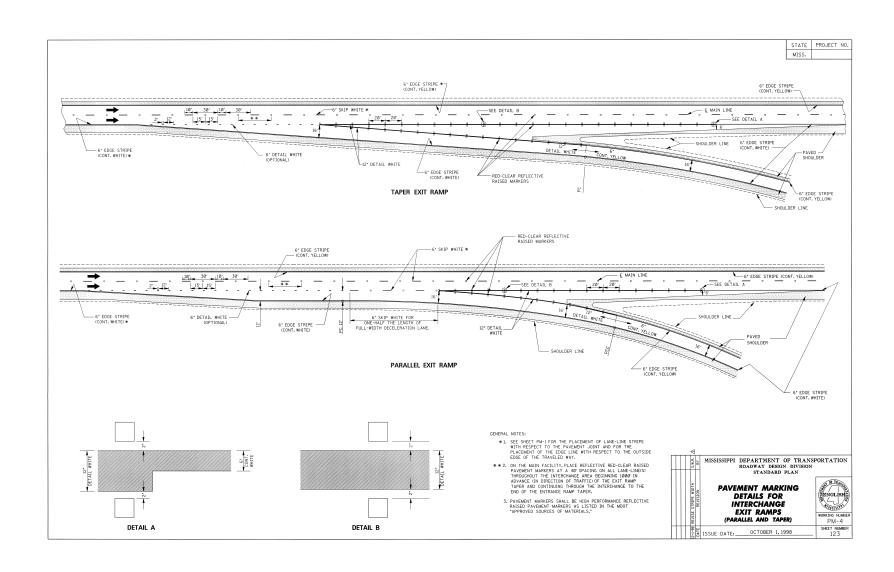


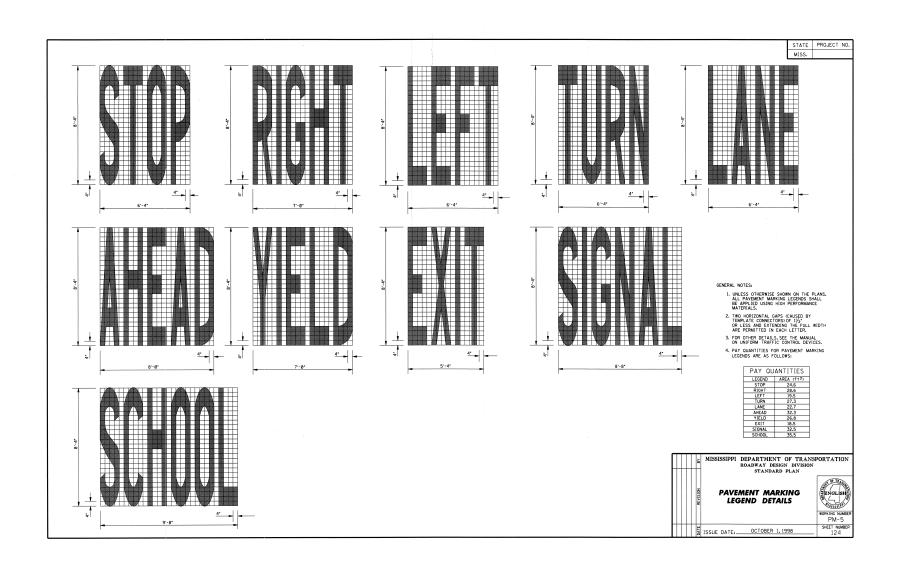
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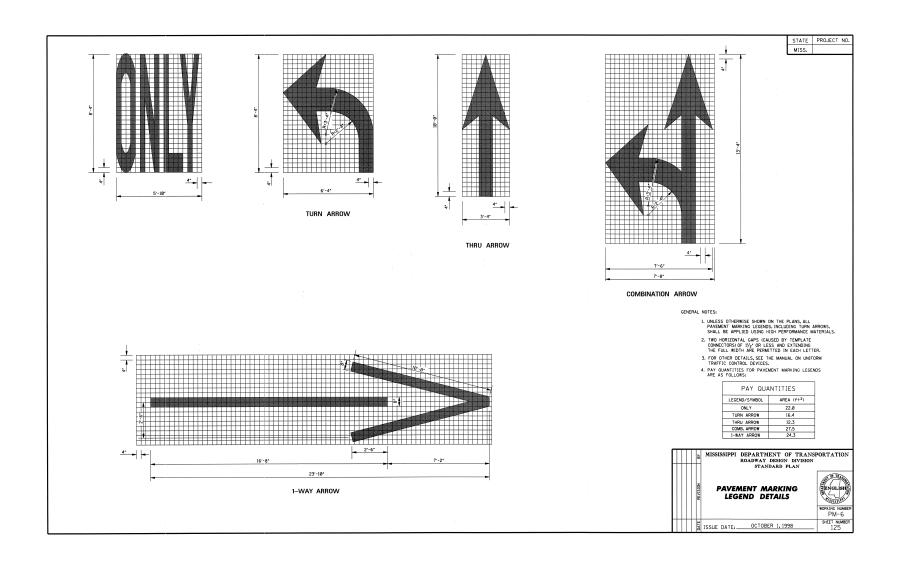




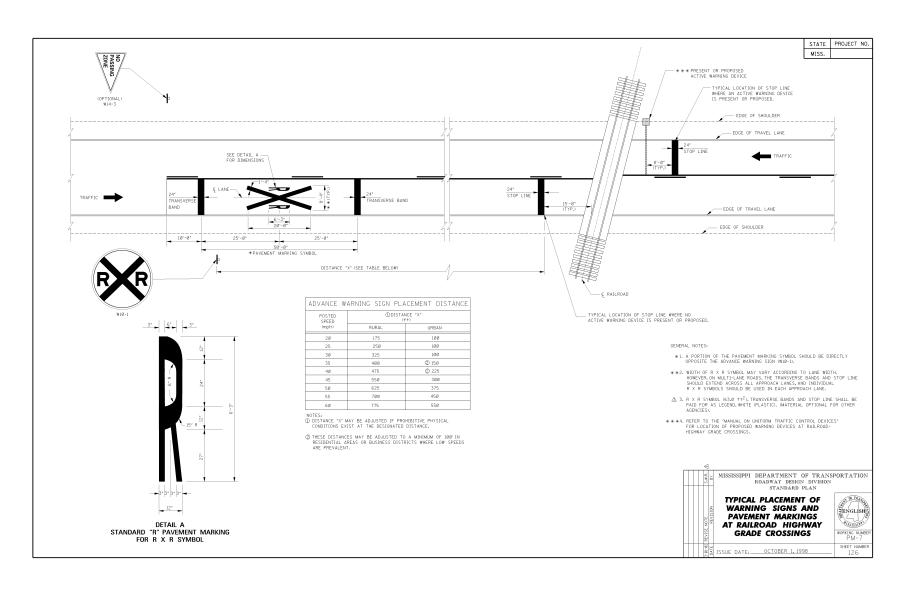
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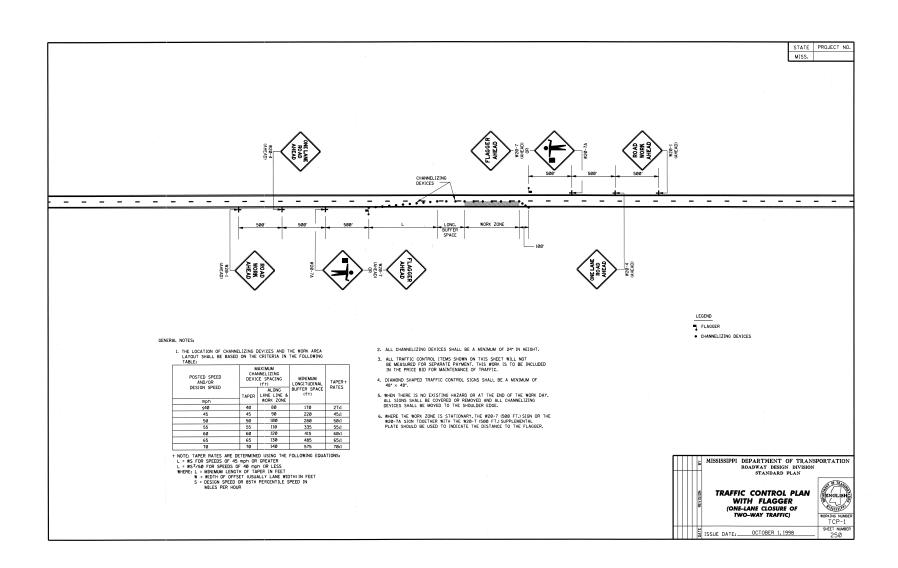




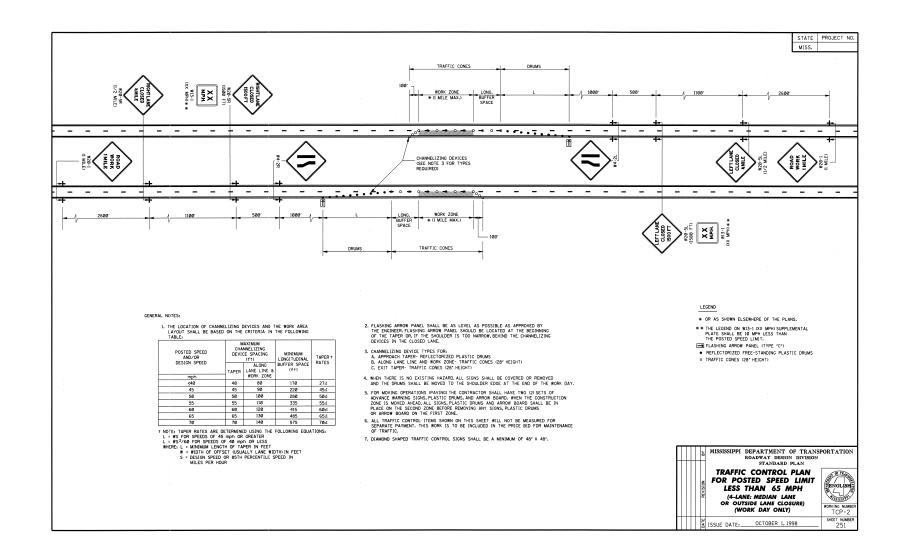


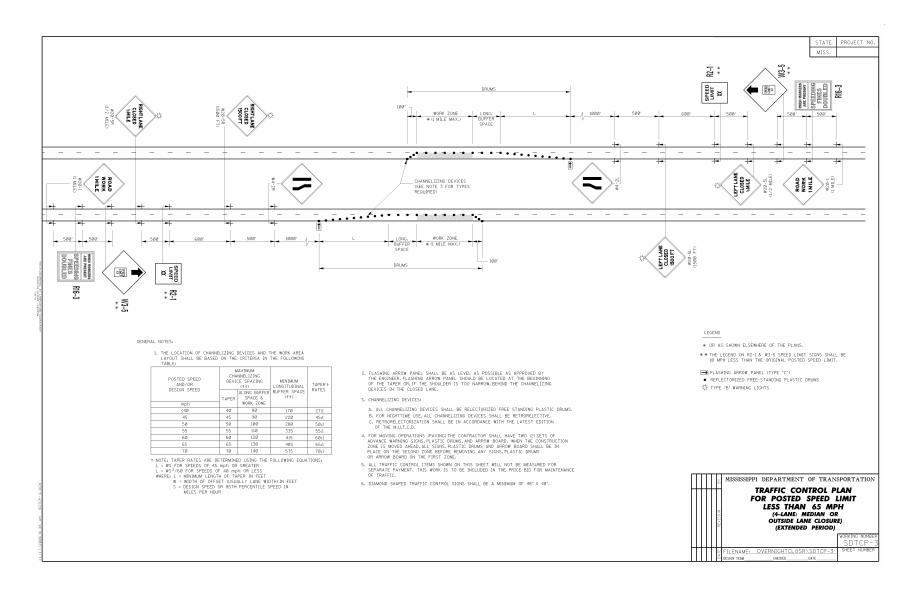
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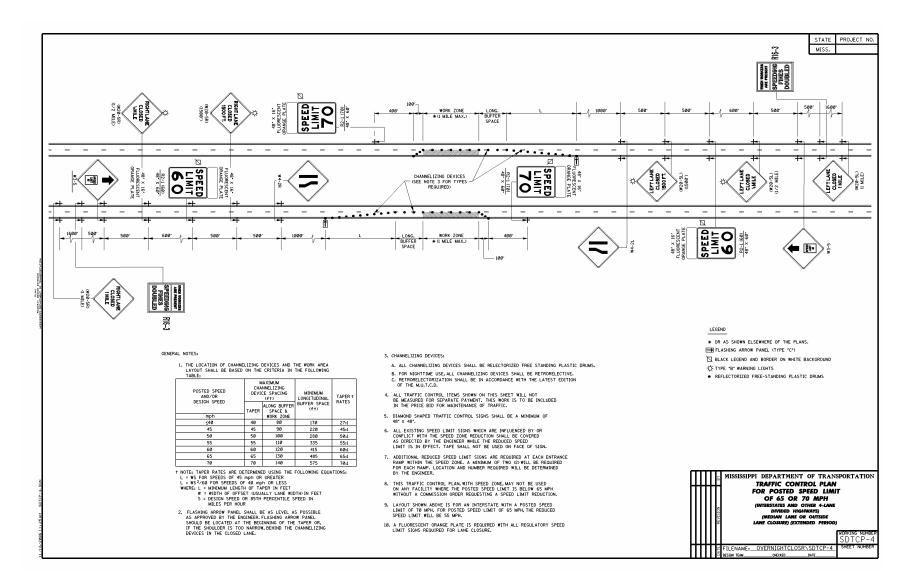




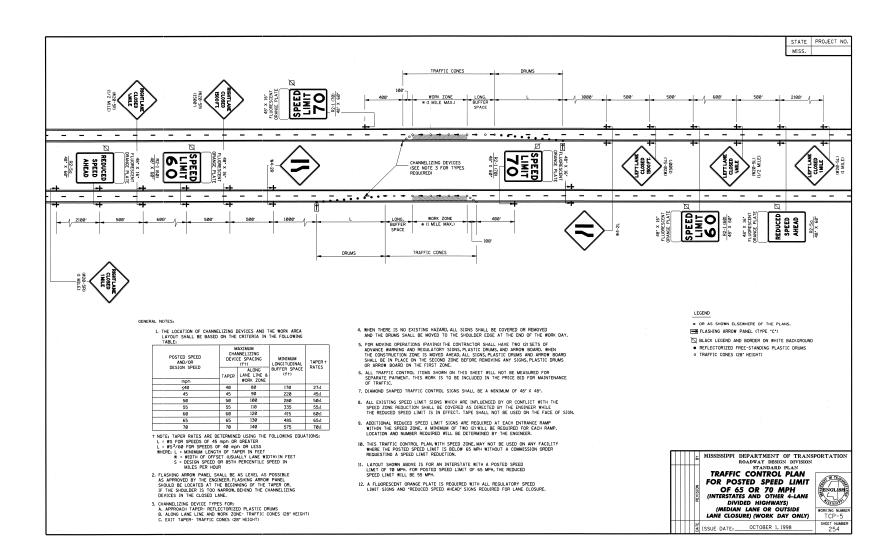
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STATE PROJECT NO MISS.

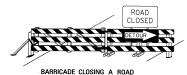
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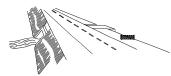




TYPE III

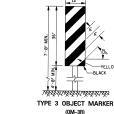






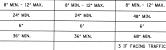
### STANDARD BARRICADES

- A TYPE I BARRICADE CONSISTS OF ONE (I) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT 'A' FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR UBBAN STREETS AND ARTERIALS.
- A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT 'A' FRAME, TYPE II BARRICADES
  ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SALL AS, FOR EXAMPLE ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADMAY, OR FOR TEMPORARY DAYTIME USE.
- A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
- TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL. THAT WILL BLOCK VIEW OR RAIL FACE.
- 8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.





- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LARCS ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2"-0" BEINIO THE LARC TRANSITION STRIPE.
- TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE
- 2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.



WIDTH OF STRIPE *	6*	6*	6*
HEIGHT	36° MIN.	36° M[N.	60° MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT 'A' FRAME	POST OR SKID

BARRICADE CHARACTERISTICS

- \* 1. FOR RAILS LESS THAN 36' LONG, 4' WIDE STRIPES MAY BE USED.
- \*\* 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 Int OF REFLECTIVE AREA FACING TRAFFIC.

WIDTH OF RAIL \* \*

LENGTH OF RAIL \*\*

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



### VERTICAL PANEL

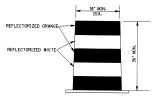
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8' TO 12' IN WIDTH AND A MINIMUM OF 24' IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.
- 3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 In 20F RETROREFLECTIVE AREA FACING TRAFFIC.
- FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

### GENERAL NOTES:

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

### WING BARRICADES

- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARRING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



### PLASTIC DRUM STRIPING DETAIL

- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR OR REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES IZ GRANGE & WITHES WIDE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0' FROM THE EDGE OF TRAVELED LANE.



# TRUCK-MOUNTED FLASHING ARROW -PANELS TRUCK-MOUNTED NOTE: USE OF CHANGEABLE MESSAGE SIGN IS OPTIONAL ATTENUATOR (OPTIONAL)

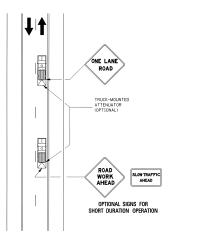
MOBILE OPERATIONS ON MULTILANE ROAD A

### MOBILE OPERATIONS ON MULTILANE ROAD

### NOTES:

- VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, FLAGS, SIGNS, OR ARROW PANELS.
- PROTECTION VEHICLE \*I SHOULD BE EQUIPPED WITH AN ARROW PANEL.
   AN APPROPRIATE LANG CLOSURE SIGN SHOULD BE PLACED ON PROTECTION
   VEHICLE \*I SO AS NOT TO OBSCURE THE ARROW PANEL.
- PROTECTION VEHICLE \*2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
- PROTECTION VEHICLE "I SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- 5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE "I SHOULD BE ELIMINATED.
- ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (i.e., VEHICLE \*1 ON THE SHOULDER (IF PRACTICAL), VEHICLE \*2 IN THE CLOSED LANE, AND VEHICLE \*3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 60° X 30° IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCO.
- B. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

### MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

  I. WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES

  SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN

  NOT BE DONE PREQUENTLY, AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE

  PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS, PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AREAD, WREEVER ADOLDATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD ANAITAIN THE MINIMUM DISTANCE AND PROCEDED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION WENTLES SHOULD SON DOWN IN ADVANCE OF VEHICLES OF HORIZON DOWN IN ADVANCE.
- 3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE COUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SION. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. HIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

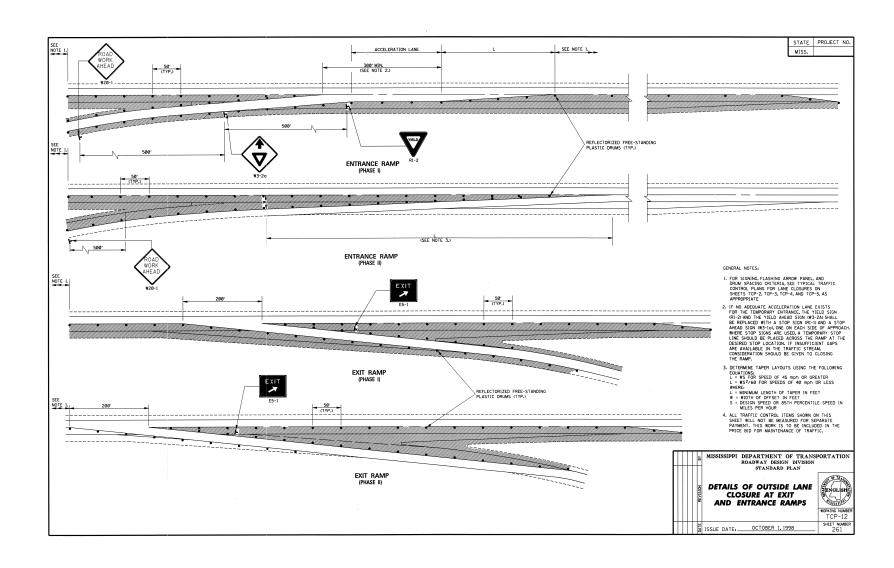


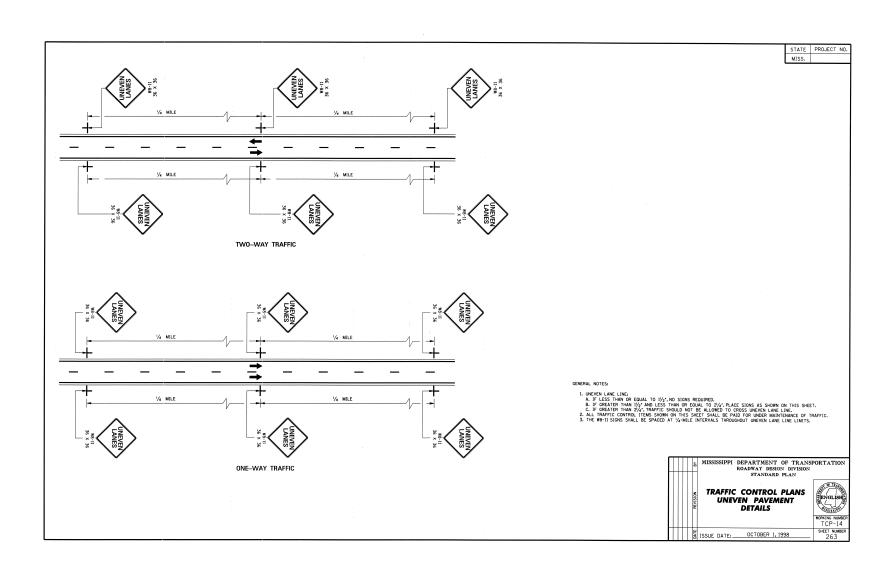
ISSUE DATE: OCTOBER 1, 1998

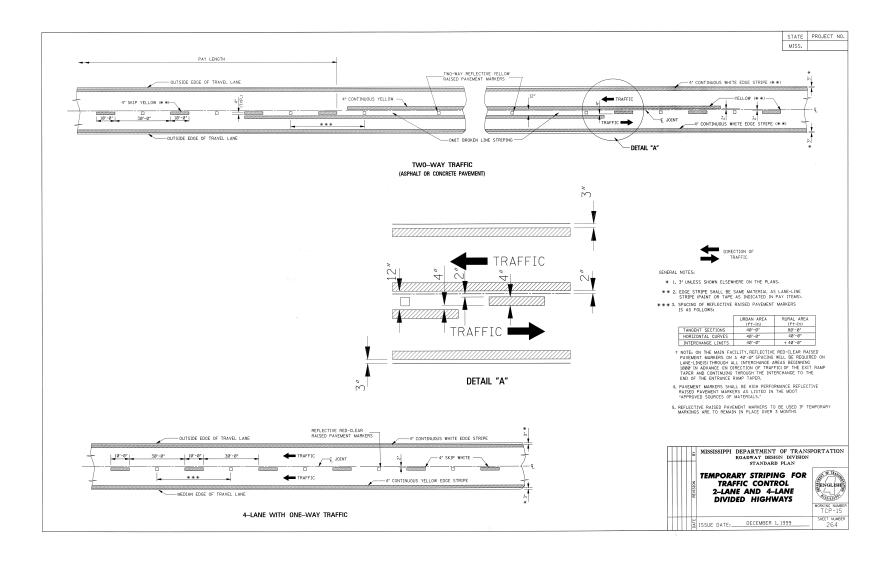
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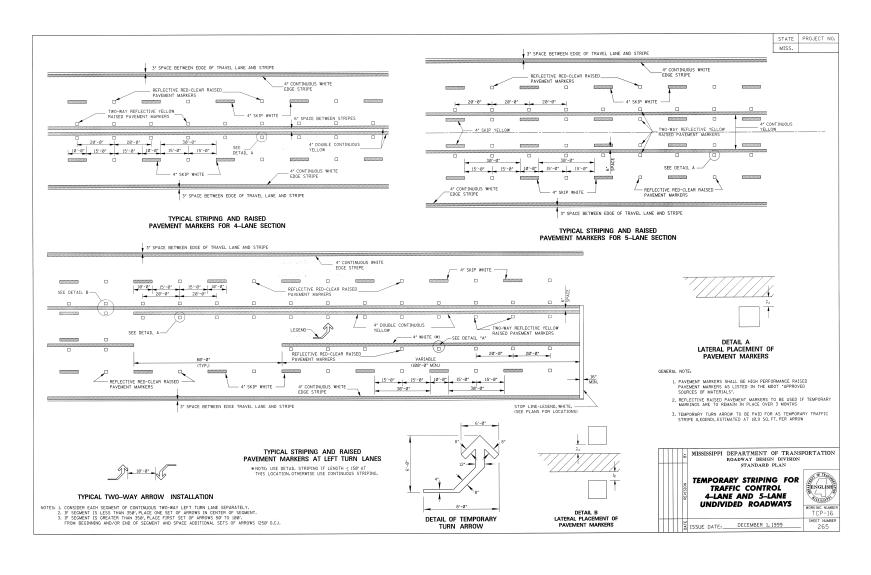
STATE PROJECT NO.

MISS.









CODE: (IS)

# SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

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

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

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

CODE: (SP)

## **SECTION 904 - NOTICE TO BIDDERS NO. 1869**

**DATE:** 02/01/2008

**SUBJECT:** Minimum Wage Rate

Bidders are advised of an increase in the minimum federal wage rate established by the United States Department of Labor Wage and Hour Division beginning July 24, 2007. On July 24, 2007, the minimum wage rate was increased to \$5.85 per hour.

MDOT gets the minimum wage rates and classifications that are used in proposals from the Department of Labor website. Because of delays in posting to the website, the wages rates and classifications in this proposal may not contain the latest information regarding wage rates and classifications.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273, minimum federal wage rates must be paid.

Below are Federal minimum wage rates and effective dates.

Beginning July 24, 2007	\$ 5.85
Beginning July 25, 2008	\$ 6.55
Beginning July 24, 2009	\$ 7.25

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1903

**DATE:** 02/26/2008

SUBJECT: Status of Right-of-Way, Utility Adjustments and Potentially Contaminated

Sites

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

The status of right-of-way acquisition, utility adjustments, and potentially contaminated sites are set forth in attachments to this Notice to Bidders entitled "Status of Right-of-Way", "Status of Utility Adjustments" and "Status of Potentially Contaminated Sites."

In the event right of entry is not available to <u>ALL</u> 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-0022-01(183) 104897-301000 WARREN COUNTY October 4, 2007

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-0020-01(183) 104897-301000 WARREN COUNTY April 11, 2007

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-0020-01(183)
104897-301000
WARREN COUNTY
April 10, 2007

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.

# UTILITY STATUS REPORT

# HSIP-0020-01(183)N / 104897301

**Warren County** 

October 4, 2007

No utilities were found that will conflict with the Project.

**SECTION 904 - NOTICE TO BIDDERS NO. 1918** 

CODE: (IS)

**DATE:** 03/26/2008

**SUBJECT: DBE Forms, Participation and Payment** 

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all <u>DBE</u> Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the 20<sup>th</sup> of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that Form OCR-485 will be completed by <u>ALL BIDDERS</u> submitting a bid proposal and <u>must be signed and included in the bid proposal package</u>. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered <u>irregular</u>.

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

CODE: (SP)

## SECTION 904 - NOTICE TO BIDDERS NO. 1922

**DATE:** 03/31/2008

**SUBJECT:** Non-Quality Control / Quality Assurance Concrete

Bidders are advised that the following pay items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of these pay items will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

Pay Item	<u>Description</u>
221	Paved Ditches
601	Structural Concrete, Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

**SECTION 904 - NOTICE TO BIDDERS NO. 1928** 

CODE: (IS)

**DATE:** 04/14/2008

**SUBJECT:** Federal Bridge Formula

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

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

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

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

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\_page.htm

SECTION 904 - NOTICE TO BIDDERS NO. 2078 CODE: (SP)

**DATE:** 08/06/2008

**SUBJECT:** Contract Time

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>March 27, 2009</u> 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 by not later than <u>October 14, 2008</u>. The date for the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

SECTION 904 – NOTICE TO BIDDERS NO. 2079

CODE: (SP)

**DATE:** 08/20/2008

**SUBJECT:** Scope of Work

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

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

In general, the work to be accomplished using the pay items and corresponding specifications set forth in this contract is for placing roadside barriers along Interstate 20 in Warren County.

The work on this section of highway shall consist of the following:

- 1) Installing a cable barrier system in the median of Interstate 20 in Warren County. The following are the locations where the cable barrier systems are to be installed. All stationing is based on the westbound lane.
  - a. Station 78+00 to Station 61+50 in the median of Interstate 20 in Warren County. The B.O.P. is located just east of the ramp from Interstate 20 West onto Highway 61 South. This location is from the B.O.P. eastward approximately 810 linear feet to a point 175 feet east of a light pole (LA-21) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
  - b. Station 82+50 to Station 75+00 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-21) in the median eastward approximately 1,690 linear feet to the easternmost column of the Halls Ferry Road overpass. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
  - c. Station 74+00 to Station 90+25 in the median of Interstate 20 in Warren County. This location is from the westernmost column of the Halls Ferry Road overpass eastward approximately 1,625 linear feet to a point 175 feet east of a light pole (LA-29) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
  - d. Station 86+75 to Station 94+00 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-29) in the median eastward approximately 725 linear feet to a light pole (LA-30) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
  - e. Station 94+00 to Station 101+25 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-30) in the median eastward approximately 725 linear

- feet to a point 175 feet east of a light pole (LA-31) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- f. Station 97+50 to Station 105+00 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-31) in the median eastward approximately 750 linear feet to a light pole (LA-32) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- g. Station 104+00 to Station 113+25 in the median of Interstate 20 in Warren County. This location is from the westernmost column of the Wisconsin Avenue overpass eastward approximately 915 linear feet to a point 175 feet east of a light pole (LA-33) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- h. Station 108+50 to Station 116+00 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-33) in the median eastward approximately 750 linear feet to a light pole (LA-34) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- i. Station 116+00 to Station 123+00 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-34) in the median eastward approximately 700 linear feet to a point 175 feet east of a light pole (LA-35) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- j. Station 119+50 to Station 160+25 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-35) in the median eastward approximately 2,225 linear feet to the easternmost column of the Indiana Avenue overpass. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- k. Station 159+50 to Station 180+00 in the median of Interstate 20 in Warren County. This location is from the westernmost column of the Indiana Avenue overpass eastward approximately 2,050 linear feet to a point 175 feet east of a light pole (LA-42) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- 1. Station 176+50 to Station 183+75 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-42) in the median eastward approximately 725 linear feet to a light pole (LA-43) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- m. Station 183+75 to Station 191+00 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-43) in the median eastward approximately 725 linear feet to a point 175 feet east of a light pole (LA-44) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- n. Station 187+50 to Station 194+75 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-44) in the median eastward approximately 725 linear feet to a light pole (LA-45) in the median. The cable barrier

- should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- o. Station 194+75 to Station 202+00 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-45) in the median eastward approximately 715 linear feet to a point 175 feet east of a light pole (LA-46) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- p. Station 198+50 to Station 206+50 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-46) in the median eastward approximately 800 linear feet to a light pole (LA-47) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- q. Station 206+50 to Station 213+00 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-47) in the median eastward approximately 650 linear feet to a point 175 feet east of a light pole (LA-48) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- r. Station 209+50 to Station 214+50 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-48) in the median eastward approximately 500 linear feet to the west end of the railroad bridge. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- s. Station 216+75 to Station 224+00 in the median of Interstate 20 in Warren County. This location is from the east end of the railroad bridge eastward approximately 725 linear feet to a point 175 feet east of a light pole (LA-50) in the median. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- t. Station 220+50 to Station 228+25 in the median of Interstate 20 in Warren County. This location is from a point 175 feet west of a light pole (LA-50) in the median eastward approximately 775 linear feet to a light pole (LA-51) in the median. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.
- u. Station 228+25 to Station 230+25 in the median of Interstate 20 in Warren County. This location is from a light pole (LA-51) in the median eastward approximately 200 linear feet to the west end of the Clay Street Bridge. The cable barrier should be placed on the north side of the median ditch. Requires two (2) Terminal Sections.
- v. Station 237+50 to Station 252+00 in the median of Interstate 20 in Warren County. This location is from the east end of the Clay Street bridge eastward approximately 1,450 linear feet to the E.O.P. at the onramp from Clay Street onto Interstate 20 East. The cable barrier should be placed on the south side of the median ditch. Requires two (2) Terminal Sections.

**Note:** All Terminal Sections at bridge ends are to be placed behind bridge rails as far as practical in order to protect them from being struck by traffic.

**Note:** The Contractor shall stake each section as indicated above for placement of the cable barrier system. The Contractor, along with the Project Engineer, shall then check for any

possible obstructions such as drainage structures, paved ditches, trees, etc. that would interfere with the installation of the cable barrier system. If any obstructions are found, the Project Engineer will direct the Contractor on how to avoid the obstruction.

**Note:** The Contractor shall excavate a three (3) feet wide by four (4) inch thick trench for the Vegetation Control Pad. The Vegetation Control Pad shall be on the same slope as the natural ground. All material that comes from the grading for the vegetation control pad shall be site graded in a way not to interfere with drainage or adversely change the existing typical sections.

**Note:** The concrete for the vegetation control pad shall be Class "C". Wire Mesh Reinforcement (6 X 6 – W1.4 X W1.4), or Reinforced Fibers as per Notice to Bidders No. 640, is required.

**Note:** All incidental items, such as but not limited to site grading, finishing, materials, equipment, and labor associated with the vegetation control pad, shall be included in the price for Pay Item 221-A, Portland Cement Concrete Paved Ditch. Ditch plugs shall be regraded to match included Median Ditch Plug Standard Drawing.

**Note:** The Contractor shall install the cable barrier system as shown on the Typical Section Sheets attached and according to Special Provision No. 907-606-4 and the manufacturer's specifications.

**Note:** Stationing equations located throughout the project consist of the following:

```
Sta. 85+87.638 BK = Sta. 61+50.000 AH
Sta. 109+16.390 BK = Sta. 109+27.717 AH
Sta. 131+24.860 BK = Sta. 149+74.300 AH
Sta. 163+13.330 BK = Sta. 163+15.370 AH
Sta. 175+32.210 BK = Sta. 175+34.460 AH
Sta. 188+99.730 BK = Sta. 189+00.270 AH
Sta. 198+41.520 BK = Sta. 198+52.000 AH
```

- 2) Installing Guard Rail on the north and south sides of Interstate 20 at the Halls Ferry Road overpass as follows:
  - a. Begin at a distance of 137.5 feet from the column on the traffic approach side and place 1 Flared Terminal End Section (37.5 feet), 212.5 linear feet of Guard Rail, and one (1) Type I Cable Anchor (12.5 feet).
  - b. Place the face of the new rail at a distance of 37 feet from the centerline of the eastbound lane.
- 3) Installing Guard Rail on the north and south sides of Interstate 20 at the Indiana Avenue overpass as follows:

- a. Begin at a distance of 137.5 feet from the column on the traffic approach side and place 1 Flared Terminal End Section (37.5 feet), 175 linear feet of Guard Rail, and one (1) Type I Cable Anchor (12.5 feet).
- b. Place the face of the new rail at a distance of 37 feet from the centerline of the eastbound lane.
- 4) Constructing a Type 3 Cast-In-Place Concrete Median Barrier (42" High) on the north and south sides of Interstate 20 at the Wisconsin Avenue overpass. The barriers shall extend five feet (5') beyond the "off end" of the bridge columns.

**Note:** A Vehicular Impact Attenuator, 60 MPH, should be installed on the interstate traffic approach end of the median barrier. A Vehicular Impact Attenuator, 40 MPH, should be installed on the opposite end.

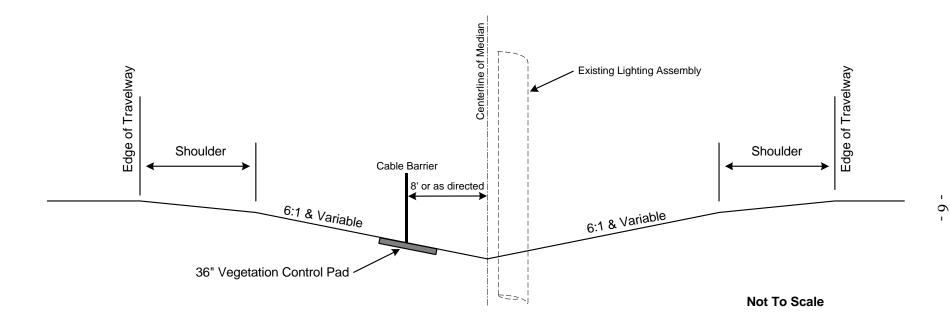
**Note:** Any grading needed to level the area under the median barrier and the vehicular impact attenuator will be absorbed in other pay items.

**Note:** A 6-inch thick crushed stone pad should be placed prior to median barrier construction as additional support for the median barrier.

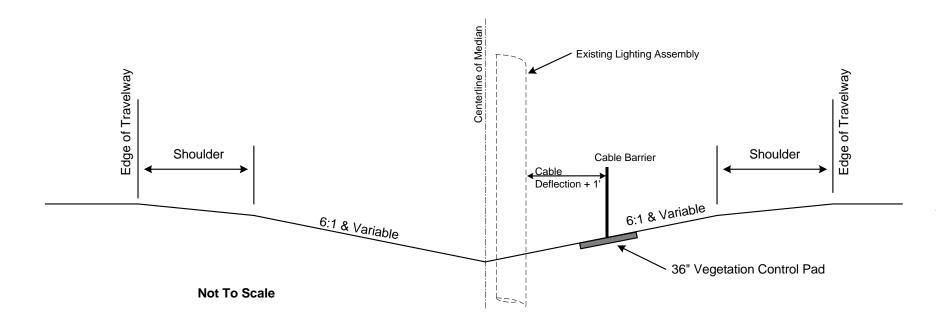
**Note:** After barrier is completed, the void between the barriers shall be backfilled with sand and sealed with a 4-inch cap of finished concrete. The cost for backfilling and capping the barrier shall be absorbed in other pay items.

- 5) The Contractor shall take precautions necessary to keep from damaging the roadside. Any rutting or other damage shall be repaired by the Contractor at no additional cost to the Department.
- 6) The Contractor is responsible to ensure that growth and coverage is achieved on any areas that the Contractor disturbs. Any grassing that is required is to be done according to the governing specifications and shall be included in the cost of the pay items included for the cable barrier system.
- 7) The Contractor shall install a shoulder closure in accordance with the attached drawing at any time the Contractor is performing work or has equipment within 30 feet of the edge of traffic.
- 8) The Contractor shall repair any posts that are damaged by the traveling public. Payment will be made under Pay Item 907-606-I, Cable Barrier Post Repair.

The Contractor shall erect and maintain construction signing and provide all signs and traffic handling devices necessary to safely maintain traffic around and through the work areas in accordance with the <u>Traffic Control Plan</u> and the MUTCD. Any construction signs required in addition to those listed in the Supplement to Special Provision 907-618-1 will be measured for payment under Pay Item 618-B, Additional Construction Signs.

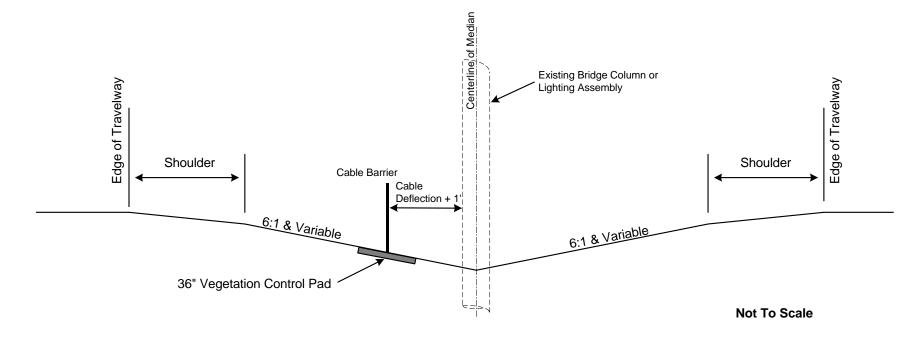


**Typical Cable Barrier Detail 1** 

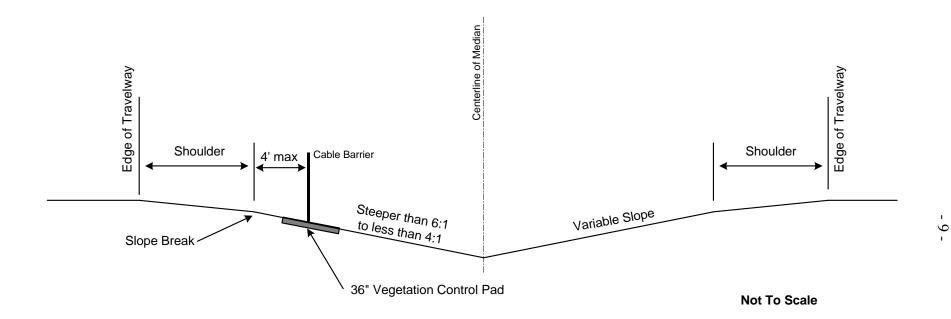


**Typical Cable Barrier Detail 2** 

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**Typical Cable Barrier Detail 3** 



**Typical Cable Barrier Detail 4** 

SECTION 904 - NOTICE TO BIDDERS NO. 2080 CODE: (SP)

**DATE:** 08/06/2008

**SUBJECT:** Portable Construction Lighting

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

Bidders are hereby advised that portable construction lighting shall be required for any and all night work on this project and shall conform to Section No. 680 of the Mississippi Standard Specifications For Road and Bridge Construction. No separate payment will be made for this item of work and shall be included in other items bid.

SECTION 904 - NOTICE TO BIDDERS NO. 2081

CODE: (SP)

**DATE:** 08/20/2008

**SUBJECT:** Lane Closure Restrictions

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

Bidders are advised that if lanes closures are needed on the above project, the following restrictions shall apply.

Lane closures or lane obstructions resulting in less than the current full travel lanes of traffic flow will not be permitted under any circumstances at any site, including interstate ramps and local roads, during the following time periods, unless specifically directed by the Engineer in writing:

## **Monday thru Friday**

• I-20 Eastbound and Westbound lanes between 7:00 A.M. and 7:00 P.M.

### **Saturday and Sunday**

• Lane closures will be allowed all day on Saturday and Sunday.

For the purposes of this contract, official time is considered to be the announced time available at Jackson area telephone number (601) 355-9311.

During the time periods listed above, no excuses will be accepted by the Department and the Contractor will be charged a fee of \$500 per lane for each full or partial five (5) minute period during which less than the designated full travel lanes are available to the traveling public in either direction of traffic flow.

Otherwise, lane closures resulting in less than the current travel lanes in any direction of travel flow will be permitted at all times other than those listed above, as approved by the Engineer. The "Traffic Control Plan" shall be in accordance with the MUTCD and MDOT's Standard Drawings in the Notice To Bidders entitled "Standard Drawings". The Contractor shall provide for and maintain traffic at all times during the course of the contract.

Any section of roadway that has more than two (2) existing lanes, the Contractor will only be allowed to close one (1) lane for a given direction of travel.

Lane closures or lane obstructions resulting in less than the current full travel lanes of travel flow will not be permitted on the following holidays and the day preceding them, New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that one of the aforementioned holidays occurs during a weekend or on a Monday, lanes closures will not be allowed during that weekend or on the Friday immediately preceding the holiday. In the event

- 2 -

lane closures are present during these times, the Contractor will be charged a lane rental fee of \$500 per lane for each full or partial five (5) minute period, as applicable, during which less than the current full travel lanes are available to the traveling public in either direction of traffic flow.

Work shall be coordinated so that lane closures will be kept to a minimum. When not required for the work in progress, lane closures are to be removed from the roadway.

CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 2082

**DATE:** 8/7/2008

**SUBJECT:** Petroleum Products Base Prices For Contracts Let in September, 2008

**REFERENCE:** Subsection 109.07

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

	Per Gallon	Per Liter
Gasoline	\$3.4458	\$0.9103
Diesel	\$3.8451	\$1.0158

## **MATERIALS OF CONSTRUCTION**

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	\$3.0264	\$718.00	\$0.7995	\$791.45
Viscosity Grade AC-10	\$3.0453	\$722.50	\$0.8045	\$796.41
Viscosity Grade AC-20	\$3.0137	\$715.00	\$0.7961	\$788.14
Viscosity Grade AC-30	\$2.9927	\$710.00	\$0.7906	\$782.63
Grade PG 64-22	\$2.9806	\$707.14	\$0.7874	\$779.48
Grade PG 67-22	\$2.9842	\$708.00	\$0.7883	\$780.42
Grade PG 76-22	\$3.5617	\$845.00	\$0.9409	\$931.44
Grade PG 82-22	\$3.8357	\$910.00	\$1.0133	\$1003.09
EMULSIFIED ASPHALTS				
Grade EA-4 (SS-1)	\$2.4668		\$0.6517	
Grade RS-2C (CRS-2)	\$2.4302		\$0.6420	
Grade CRS-2P	\$2.7803		\$0.7345	
<u>PRIMES</u>				
Grade EA-1 & MC-70	\$3.7330		\$0.9862	

SECTION 904 - NOTICE TO BIDDERS NO. 2083

CODE: (SP)

**DATE:** 8/08/2008

**SUBJECT:** Existing Foundation Soil

**PROJECT:** HSIP-0020-01(183)N / 104897301 – Warren County

Bidders are advised that the top several feet of material in the median of I-20 was originally constructed with a material similar to what is designated as Class B9 Borrow Material in the Standard Specifications. This material conforms to the following:

	<u>Minimum</u>	<u>Maximum</u>
Percent Passing No. 200 Sieve	-	100
Percent Passing No. 270 Sieve	-	-
Percent Silt	-	-
Fraction Passing No. 40 Sieve - Liquid Limit	-	40
Plasticity Index	-	20

Since the characteristics of the soil plays a major part in the design of the post footings and end terminals, the Contractor shall verify the type of soils at all locations by taking and analyzing as many samples as needed for the proper design of the cable barrier system.

SECTION 904 - NOTICE TO BIDDERS NO. 2098 CODE: (SP)

**DATE:** 08/20/2008

**SUBJECT:** Material Delivery Vehicles

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

Bidders are hereby advised that any material delivery vechicle that is required to exit or enter the highway for delivery of materials will be required to do so under a lane closure. During delivery of materials, vehicles can not exit or enter the highway under the normal flow of traffic. Any changes from this requirement will require approval by the Engineer.

# **SUPPLEMENT TO FORM FHWA-1273**

The following MINIMUM HOURLY WAGE RATES have been predetermined by the Secretary of Labor in General Decision No. **MS20080013** dated February 8, 2008.

# AREA 1 - COUNTIES

CLAIBORNE, COPIAH, HOLMES, HUMPHREYS, ISSAQUENA, SHARKEY, SIMPSON, WARREN AND YAZOO

CLASSIFICATION	MINIMUM HOURLY WAGE RATE
Air Tool Operator (Jack Hammer/Air Comp.)	\$6.15
Asphalt Raker Carpenter	6.54 7.98
Cement Mason (Finisher)	7.98 7.84
Electrician	13.40
Form Setter Grade Checker (Asphalt Crew)	7.29 7.25
Ironworker, Reinforcing (Tie Steel)	7.25 11.00
Ironworker, Structural	8.00
Joint Filler	5.85
Joint Setter Laborer, Unskilled	5.85 6.16
Mason Tender (Cement Mason Helper)	6.74
Mechanic (Heavy Equipment)	8.99
Oiler-Greaser Painter (Structural Steel)	8.00 7.75
Piledriverman	8.28
Pipelayer	7.17
Truck Driver (All Types) Welder	7.07 10.00
Welder	10.00
POWER EQUIPMENT OPERATORS	0 ==
Aggregate Spreader Operator Asphalt Broom (Sweeper) Operator	6.75 6.85
Asphalt Distributor Operator	7.28
Asphalt Paving Machine/Spreader Operator	7.75
Asphalt Plant Operator Backhoe (Shovel) Operator	6.31 8.76
Bulldozer Operator	8.52
Concrete Breaker - Hydro-Hammer Operator	7.25
Concrete Finishing/Curing Machine Operator	10.00
Concrete Paving Machine Operator (Spreader) Concrete Saw Operator	8.75 8.40
Crane (Dragline) Operator	9.00
Crusher Feeder Machine Operator	9.50
Earth Auger Operator Guardrail Post Driver	8.00 9.00
Loader (All Types)	7.80
Milling Machine Operator	7.75
Mixer Operator (All Types) Motor Patrol (Grader) Operator	6.73 9.00
Mulcher Machine Operator	5.85
Piledriver Machine Operator	8.00
Roller Operator (Self-Propelled)	6.72
Scraper Operator (All Types) Striping Machine Operator	7.00 15.00
Tractor Operator (Track Type)	7.00
Tractor Operator (Wheel Type)	6.87
Trenching Machine Operator	8.01

Authorized Payroll Code may be used in lieu of classification titles on weekly payrolls submitted to this Department. Codes or classification titles not conforming to those listed will not be acceptable.

# **SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 6/15/94

**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 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.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Р	age
	General	1
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III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
٧.	Statements and Payrolls	6
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	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
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	Lobbying	10

### **ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

### I. GENERAL

- 1. 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.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

- 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
- 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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.
- 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 takecorrective 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 his 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 his avenues of appeal.

### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward

qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best 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 SHA 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 minority and women referrals within thetime 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
- 8. 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.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number 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;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

### 1. General:

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.
- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

### 2. Classification:

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

- (2) the additional classification is utilized in the area by the construction industry:
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe Benefits:

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

# 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

- (1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymanlevel employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level ofprogress, expressed as a percentage of the journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

### b. Trainees:

(1) 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 DOL, Employment and Training Administration.

- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

### 5. 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.

### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

# 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such 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 the Regulations, 29 CFR 3;

- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

### VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 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 State. 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).
- a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
- 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### **VIII. SAFETY: ACCIDENT PREVENTION**

- 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 provideall safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA 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. 333).

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. 333).

# IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 represen-tation 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 not more that \$10,000 or imprisoned not more than 5 years or both."

# X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <a href="et-seq">et seq</a>., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <a href="et-seq">et seq</a>., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

# 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowinglyrendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration
- i. 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.
- 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.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 Covered Transactions:

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 participation in this transaction 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.

\* \* \* \*

# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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 goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)	
From April 1, 1978 until March 31, 1979 From April 1, 1979 until March 31, 1980 From April 1, 1980 until March 31, 1981	3.1 5.1 6.9	
Until further notice	Goals for minority participation for each trade (percent)	
SHSA Cities:  Pascagoula - Moss Point Biloxi - Gulfport Jackson	19.2	
SMSA Counties:  Desoto Hancock, Harrison, Stone Hinds, Rankin Jackson	19.2 30.3	
Non-SMSA Counties: George, Greene		
Washington, Webster, Yalobusha Attala, Choctaw, Claiborne, Clarke, Copia Franklin, Holmes, Humphreys, Issaquena, Jefferson Davis, Jones Kemper, Lauderdak Leake, Lincoln, Lowndes, Madison, Nesho Noxubee, Oktibbeha, Scott, Sharkey, Simp Warren, Wayne, Winston, Yazoo	h, Covington, Jasper, Jefferson, e, Lawrence, bba, Newton, pson, Smith,	
Forrest, Lamar, Marion, Pearl River, Perry Walthall	27.7	
Adams, Amite, Wilkinson	30.4	

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

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

# **SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-3**

**DATE:** 03/31/2008

**SUBJECT: Cooperation By Contractor** 

Delete the first sentence of the first paragraph inder 907-105-05 on page 1, and substitute the following:

On projects that include erosion control pay items, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements.

CODE: (IS)

SPECIAL PROVISION NO. 907-105-3

**DATE:** 02/14/2006

**SUBJECT:** Cooperation By Contractor

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

<u>907-105.05--Cooperation by Contractor.</u> In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

The Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

# SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-1

**DATE:** 03/21/2006

**SUBJECT:** Liability Insurance

In the first sentence of the first paragraph of Subsection 907-107.14.2.1 on page 1, change "\$300,000 each occurrence" to "\$500,000 each occurrence".

CODE: (IS)

SPECIAL PROVISION NO. 907-107-1

**DATE:** 05/03/2004

**SUBJECT:** Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-107.14.2--Liability Insurance</u>. Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$300,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

<u>907-107.14.2.2--Railroad Protective.</u> The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) Railroad Protective Liability Insurance shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

# Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

### SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-6

DATE: 11/16/2007

**SUBJECT:** Legal Relations and Responsibility to Public

After Subsection 907-107.15 on page 1, add the following:

<u>907-107.17--Contractor's Responsibility for Work.</u> Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-6

DATE: 07/03/2007

**SUBJECT:** Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-107.02--Permits, Licenses and Taxes</u>. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

**907-107.15--Third Party Beneficiary Clause.** In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

# SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-11

**DATE:** 03/31/2008

**SUBJECT:** Contract Time Assessment

Delete the first sentence of the first paragraph of Subsection 907-108.06.1.2 on page 1, and substitute the following:

When the physical features of the controlling phase(s) have not been satisfactorily completed, beginning on December 1 the miscellaneous phase will be shown as the only active phase during the months of December, January, and February.

CODE: (IS)

### SPECIAL PROVISION NO. 907-108-11

**DATE:** 04/21/2006

**SUBJECT: Prosecution and Progress** 

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

# 907-108.01--Subletting of Contract.

**907-108.01.1--General**. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

**907-108.02--Notice To Proceed.** Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

**907-108.06.1.2--Contract Time Assessment.** At the end of the eighth paragraph of Subsection 108.06.1.2 on page 81, add the following:

When the approved progress schedule indicates that a controlling phase(s) is to be completed prior to December 1 and the physical features of the phase(s) have not been satisfactorily completed, beginning on December 1 the miscellaneous phase will be shown as the only active phase during the months of December, January, and February. Under this condition, time units, monthly time units divided by monthly calendar days, will be assessed in accordance with the applicable column in the TABLE OF TIME UNITS. If the physical features of the phase(s) have not been completed by March 1, the phase will resume as a controlling phase and time assessment will be made accordingly.

Delete the fourth and fifth sentence of the thirteenth paragraph of Subsection 108.06.1.2 on page 82, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist.

CODE: (SP)

### SPECIAL PROVISION NO. 907-108-15

**DATE:** 09/20/2007

**SUBJECT:** Cessation of Contract Time

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

### 907-108.06--Determination and Extension of Contract Time.

<u>907-108.06.2--Based on Calendar Date Completion.</u> After Subsection 108.06.2.1 on page 85, add the following:

907-108.06.2.2--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

# SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-3

**DATE:** 11/21/2006

**SUBJECT:** Changes in Material Costs

After the last paragraph of Subsection 907-109.06.1 on page 1, add the following:

<u>907-109.07--Changes in Material Costs.</u> Delete the second sentence of the first paragraph of Subsection 109.07 on page 95, and substitute the following:

When a pay item on the bid sheets indicate that an adjustment is allowed and when a notice to bidders is included in the contract showing current monthly base prices, an adjustment will be provided as follows:

CODE: (IS)

### SPECIAL PROVISION NO. 907-109-3

**DATE:** 04/21/2006

**SUBJECT:** Partial Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-109.04--Extra and Force Account Work.</u> Delete the first sentence of the second paragraph of Subsection 109.04 under (d) on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

## 907-109.06--Partial Payment.

<u>907-109.06.1--General</u>. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

CODE: (SP)

# **SPECIAL PROVISION NO. 907-304-9**

**DATE:** 06/28//2007

**SUBJECT:** Crushed Aggregate Courses

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-304.02--Materials.** After the first paragraph of Subsection 304.02.1 on page 183, add the following:

When the contract includes pay item 907-304-E, Granular Material, LVM, RAP, it shall be milled recycled asphalt pavement and shall be visually inspected by the Engineer to insure it is free from chunks and deleterious materials.

# 907-304.03--Construction Requirements.

**<u>907-304.03.5--Shaping, Compacting and Finishing.</u>** Delete the first table in Subsection 304.03.5 on page 186 and substitute the following:

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

<sup>\*</sup> When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values:

Lot Average	Individual Test
96.0	92.0

Before the last paragraph of Subsection 304.03.5 on page 186, add the following:

Unless otherwise specified, density for granular material, RAP, shall be achieved by two passes of an approved roller and density tests will not be required.

**<u>907-304.05--Basis of Payment.</u>** Add the "907" prefix to pay items 304-D, 304-E, 304-F, 304-G & 304-H on page 187.

CODE: (SP)

### SPECIAL PROVISION NO. 907-606-4

**DATE:** 08/13/2008

**SUBJECT:** High Tension Cable Barrier

Section 606, Guard Rail, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to High Tension Cable Barrier Only.

**907-606.01--Description.** This work shall consist of constructing high tension cable barrier by designing, laying out, furnishing and installing posts, cables, terminal sections (end terminals), and any special connections and fittings which may be required in the contract documents. This also includes maintenance and repair of the system until final acceptance of the project.

Cable barrier shall be staked and layed out by the Contractor in accordance with the plans or as directed by the Engineer.

High tension cable barrier shall meet the requirements of NCHRP Report 350, Test Level 4 (TL-4) criteria. The Contractor shall provide a copy of the FHWA letter of approval for the system prior to installation. The high tension cable barrier system shall be a four (4) wire rope system with maximum post spacing of 10.5 feet, center to center, and be appropriate for applicable field conditions and speed rating.

In addition to certifications, the Engineer may opt to sample any materials to be used in the work at any time ranging from the point of manufacture to the construction site for whatever testing or inspection the Engineer deems necessary.

The Contractor shall select and install only one single manufacturer's high tension cable barrier system for the entire project. Terminal sections and high tension cable barrier shall be produced by the same manufacturer.

The Contractor shall furnish the Engineer a certification signed/stamped by a Mississippi Registered Professional Engineer stating that the final design of the system meets the requirements of the contract documents.

<u>907-606.02--Materials.</u> High tension cable barrier shall meet the following general requirements.

Concrete, minimum Class C	Section 804
Reinforcing Steel	
Anchor Bolts and Nuts	
Galvanizing (Bolts, Nuts & Washers)	AASHTO M 232
Fittings (Steel) Hardware	
Reflective Sheeting	

**907-606.02.1--Cable.** The cable shall be ¾-inch, 3 x 7, pre-stretched galvanized wire rope meeting the requirements of AASHTO Designation: M 30 / ASTM Designation: 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.

<u>907-606.02.1--Posts</u>. 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 Designation: M 270, Grade 36, and shall be galvanized in accordance with ASTM Designation: 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.

<u>907-606.02.2--Fittings</u>. 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 Designation: 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.

<u>907-606.02.3--Turnbuckles</u>. 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 Designation: A153, or stainless steel.

<u>907-606.02.4--Mechanical Anchor Fittings</u>. 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 Designation: A153 after threading.

<u>907-606.02.5--End Terminals</u>. End terminals shall be NCHRP Report 350 compliant, meeting Test Level 3 (TL-3) 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.

<u>907-606.02.6--Delineation.</u> 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, unless otherwise specified by the Department 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.

When used, delineator posts shall be made of high impact fiberglass reinforced composite, engineering blended plastic or thermosetting polymers which is reasonably unaffected by long term U.V. exposure and shall be of good workmanship free of burrs, discoloration, contamination and other objectionable marks or defects that affect appearance or serviceability.

<u>907-606.03--Construction Requirements.</u> A manufacturer's representative shall be present during the initial installation of all components (posts, anchors, tensioning) of the cable barrier system. Upon completion of the entire system, a manufacturer's representative shall inspect and certify in writing that the cable barrier system was installed in accordance with the design and manufacturer's recommendation.

<u>907-606.03.1-- Cable.</u> The Contractor shall install high tension cable barrier system according to the manufacturer's design and recommendations. Prior to construction, the Contractor shall provide the Engineer with two copies of the manufacturer's most current product manuals covering installation and maintenance of the barrier system including detailed drawings.

Turnbuckles shall be included to allow for tensioning of the cables. For installations greater than 1000 feet in length, at least one turnbuckle per 1000-foot strand shall be included. For installations less than 1000 feet in length, one turnbuckle per strand shall be included near the center of the installation.

<u>Cable Barrier Tensioning</u>. The cable barrier system shall be placed and tensioned immediately after initial installation per the manufacturer's recommendations. The tension shall be rechecked approximately two (2) to three (3) weeks after initial tensioning and adjusted, if necessary. Concrete shall have a minimum compressive strength of 3,000 psi prior to applying tension to the cables. The compressive strength shall be verified by cylinder tests. The Contractor shall maintain a log showing the date, time, location, temperature, and final tension reading. The log shall be signed by the person performing the readings. The log shall be given to the Project Engineer at the conclusion of the re-tensioning period.

<u>Cable Splices.</u> Only one splice per cable is allowed between end anchor assemblies. Cable splices shall be staggered a minimum of 20 feet from splices on adjacent cables. Cable splices shall be made in accordance with the recommendations of the manufacturer of the splice hardware.

<u>907-606.03.2--Posts.</u> The posts shall be installed plumb and in accordance with the manufacturer's recommended location, spacing, and elevation.

All posts shall be socketed steel posts. Sleeves for insertion of socketed posts shall be set in concrete foundations. All posts shall have a means of holding the wire ropes at the design height.

Post foundations shall be to the size and shape recommended and designed by manufacturer based on soil types and ground conditions. The contract documents may include information regarding the existing soil, but is the Contractor's responsibility to supply the designer of the cable barrier with all the soil information needed to design the cable system. The depth must be determined by manufacturer's Design Engineer for the project's existing soil condition, but the minimum size shall not be less than 12 inches in diameter by 36 inches in depth (12" x 36").

<u>907-606.03.3--Terminal Section.</u> Concrete for end terminals shall be a minimum Class C in accordance with Section 804 of the Standard Specifications.

End terminal foundations shall be placed in excavations of natural, undisturbed ground, to the size and shape required by the manufacturer based on soil types and ground conditions. The contract documents may include information regarding the existing soil, but is the Contractor's responsibility to supply the designer of the cable barrier with all the soil information needed to design the cable system. If over-excavation is unavoidable, the sides must be vertical and additional concrete shall be used to completely fill the excavated area. Alternatively, foundations may be formed and cast, then backfilled by a means to achieve a compacted density acceptable to the Engineer.

Exposed concrete shall be finished in accordance with the manufacturer's recommendations and as directed by the Engineer.

907-606.03.4--Delineating High Tension Cable Barrier. High tension cable barrier installations shall be delineated with retroreflective sheeting. Unless otherwise indicated, the delineation shall be applied to the last five posts at each end of an installation and throughout the remainder of the installation at a maximum spacing of 50 feet. The delineation shall provide a minimum of seven (7) square inches of area when viewed on a line parallel to the roadway centerline. The delineation shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.

The Contractor may attach delineators to the post with two 1/4-inch galvanized or stainless steel nuts and bolts (one inch in length). There shall be a galvanized or stainless steel washer on the outside of the delineator.

<u>907-606.03.5--Installation Training.</u> The Contractor shall provide a minimum of eight (8) hours of instruction on the installation, maintenance and repair of the system. This training shall be provided in a location central to the project and the local District Office. The scheduling and location of this training shall be approved by the Engineer. The Project Engineer will advise the District Maintenance Representatives of the training location and schedule.

The Contractor shall provide on-site field instruction by the manufacturer of the system using a

minimum 2000-foot section of the system. The amount of this training will be as necessary to provide field training on all aspects of the system installation, including grading, line post installation, wire rope installation and tensioning, and terminal or anchor installation. Upon completion of the cable barrier system or within ten (10) days of the Maintenance Release, the Contractor shall deliver to the Project Engineer one new cable tensioning device/meter for future MDOT maintenance activities. This device shall become the property of MDOT and its cost shall be included in other items bid.

<u>907-606.03.6--Cable Barrier Repair.</u> The Contractor shall maintain and repair the cable barrier until final inspection of the project. Should the cable barrier be damaged, the Contractor shall repair the barrier immediately. The cable barrier post shall be replaced and the cable re-installed to the post. When the damage is caused by the traveling public to a complete-in-place section of cable barrier, the repair will be paid for under pay item Cable Barrier Post Repair.

<u>907-606.04--Method of Measurement.</u> Cable barrier will be measured by the linear foot. The length of cable barrier will be the length of installation not including lengths of high tension cable barrier terminal sections. Cable barrier terminal section will be measured per each. Cable barrier post repair will be measured by each replacement post required to repair the cable barrier.

<u>907-606.05--Basis of Payment.</u> Cable barrier, measured as prescribed above, will be paid for at the contract bid price per linear foot, which price shall be full compensation for all materials, equipment, tools, staking, lay out, and labor necessary to complete installation of the cable barrier, including post foundations, delineators, other hardware, any excavation and backfilling, and training necessary to complete the work.

Cable barrier terminal section, measured as prescribed above, will be paid for at the contract bid price per each, which price shall be full compensation for all materials, equipment, tools, staking, lay out, and labor necessary to complete the installation of the cable barrier terminal section, including post foundations, delineators, anchors, reinforcing steel, other hardware, any excavation and backfilling, and training necessary to complete the work.

Cable barrier post repair, measured as prescribed above, will be paid for at the contract bid price per each post, which price shall be full compensation for all labor, tools, replacement posts, post connectors, delineators, foundation repairs, miscellaneous hardware, and incidentals necessary to complete the repair of a damaged section of cable barrier.

Payment will be made under:

907-606-G: Cable Barrier - per linear foot

907-606-H: Cable Barrier Terminal Section - per each

907-606-I: Cable Barrier Post Repair - per each

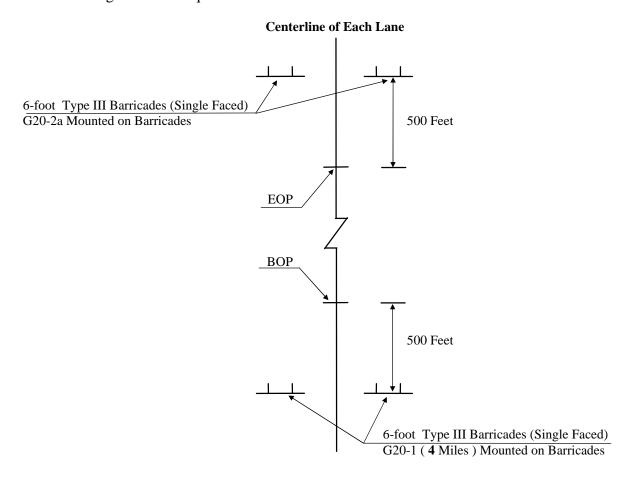
# SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

**DATE:** 08/06/2008

PROJECT: HSIP-0020-01(183)N / 104897301 -- Warren County

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

<u>16</u> - W20-1 (AHEAD) signs required. One (1) sign is required at each local road or street entering the project.

All Construction signing is included in the bid for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs.

CODE: (SP)

# **SPECIAL PROVISION NO. 907-618-1**

**DATE:** 04/29/2004

**SUBJECT:** Additional Signing Requirements

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

<u>907-618.01.2--Traffic Control Plan</u>. At the end of Subsection 618.01.2 on page 413, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various location throughout the project. Payment for these signs will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

CODE: (IS)

SPECIAL PROVISION NO. 907-701-3

**DATE:** 11/30/2007

**SUBJECT:** Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

**907-701.01--General**. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

**907-701.02--Portland Cement.** 

907-701.02.1--General.

**907-701.02.1.1--Types of Portland Cement.** Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85 or Type I(MS), as defined by the description below Table 1. Type III cement conforming to AASHTO Designation: M85 or Type III(MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

<u>907-701.02.1.2--Alkali Content</u>. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

<u>907-701.02.2--Replacement by Other Cementitious Materials</u>. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for Portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

<u>907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.</u> When Portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, metakaolin, or silica fume shall be as follows in Table 1.

Sulfate Exposure	Water-soluble sulfate (SO4) in soil, % by mass	Sulfate (SO4)in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight:
			25% Class F fly ash,
			50% GGBFS,
			10% metakaolin, or
			8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type II ** cement with one of the following replacements of cement by weight:
			25% Class F fly ash,
			50% GGBFS,
			10% metakaolin, or
			8% silica fume

**Table 1- Cementitious Materials for Soluble Sulfate Conditions** 

- \* The values listed in this table for replacement of Portland cement by the cementitious materials listed are maximums and shall not be exceeded. The minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.
- \*\* Type I cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C3A) may be used in lieu of Type II cement; this cement is given the designation "Type I(MS)". Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".
- \*\*\* Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04. No additional cementitious materials shall be added to or as a replacement for blended cement.
- \*\*\*\* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

<u>907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.</u> When Portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Neither metakaolin nor silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

<u>907-701.03--Masonry Cement</u>. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

# 907-701.04--Blended Hydraulic Cement.

# 907-701.04.1--General.

**907-701.04.1.1--Types of Blended Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

Type I(SM) – Slag-modified Portland cement

Type IS – Portland blast-furnace slag cement

Type I(PM) – Pozzolan-modified Portland cement

Type III

Type IP – Portland-pozzolan cement

Blended cement for use in Portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2 and the "(MS)" suffix shall be added to the type designation.

<u>907-701.04.1.2--Alkali Content.</u> All blended cement types in this Subsection shall meet the Mortar expansion requirements listed in AASHTO Designation: M 240, Table 2.

<u>907-701.04.2--Replacement by Other Cementitious Materials</u>. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement.

<u>907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater.</u> When Portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the

blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2.

When Portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

CODE: (SP)

#### SPECIAL PROVISION NO. 907-703-5

**DATE:** 01/31/2008

**SUBJECT:** Aggregate For Crushed Courses

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-703.03.2.4--Gradation</u>. Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

# 907-703.04--Aggregate for Crushed Stone Courses.

**907-703.04.1 Course Aggregate.** Delete the first sentence of the first paragraph of Subsection 703..06.1 on page 611, and substitute the following:

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed stone, slag, granite, shell; gravel, crushed concrete, or combination thereof.

<u>**907-703.04.3--Gradation.**</u> Add the following to the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613.

	Percent Pass	sing By Weight
Sieve Size	Size No. 825	Crushed Stone
2 inch	100	
1 1/2 inch	90 - 100	100
1 inch	75 - 98	90 - 100
3/4 inch		
1/2 inch	60 - 85	62 - 90
3/8 inch		
No. 4	40 - 65	30 - 65
No. 8	28 - 54	
No. 10		15 - 40
No. 16	19 - 42	
No. 40		
No. 50	9 - 27	
No. 200	4 - 18	3 - 16

After the "TABLE OF SIZES AND GRADATION OF CRUSHED STONE AGGREGATE" in Subsection 703.04.3 on page 613, add the following:

<u>907-703.04.4--Crushed Concrete.</u> Crushed reclaimed concrete shall also be allowed as a crushed aggregate course provided it meets the requirements of Subsection 703.04 and the following:

Size No. 825

512C 110. 025							
Sieve Size	Percent Passing By Weight						
2 inch							
1 1/2 inch	100						
1 inch	90 - 100						
3/4 inch							
1/2 inch	60 - 85						
3/8 inch							
No. 4	40 - 65						
No. 8	28 - 54						
No. 10							
No. 16	19 - 42						
No. 40							
No. 50	9 - 27						
No. 200	2 - 18						

CODE: (IS)

# SPECIAL PROVISION NO. 907-711-3

**DATE:** 09/26/2005

**SUBJECT:** Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

**907-711.04--Synthetic Structural Fiber.** Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

<b>Property</b>	Results
Length, minimum	1.5 inches
Aspect Ratio (length / equivalent diameter)	90
Breaking tenacity, minimum *	530 mN/tex
(Tensile Strength, minimum	
Chord modulus, minimum *	980 cN/tex
(Modulus of Elasticity, minimum	1,300 ksi)

<sup>\*</sup> When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb / yd $^3$ ). The dosage rate for the fibers when used in pile encasements shall be a minimum of four pounds per cubic yard (4 lb / yd $^3$ ).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

CODE: (IS)

#### SPECIAL PROVISION NO. 907-713-1

**DATE:** 12/11/2007

**SUBJECT:** Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the Contractor's responsibility to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following:

<u>907-713.02--Admixtures for Portland Cement Concrete</u>. Admixtures shall only be approved by the Department for classification as a single type following the applicable types from AASTHO Designation: M 154 or M 194, or the definition of a mid-range water reducer listed below with the following exception: when requested by the manufacturer the Department will consider classifying an admixture as both a Type A and a Type D. Admixtures shall only be used in accordance with the manufacturer's recommended dosage range for that type. Where an admixture is classified as both a Type A and Type D, the dosage range for use as a Type A shall not overlap the dosage range for use as a Type D.

Air-entraining admixtures shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Mid-range water-reducers are classified as water-reducing admixtures that reduce the mix water a minimum of 8% when compared to a control mix with no admixtures when tested in accordance with the requirements in AASHTO Designation: M 194. The type designation for admixtures approved by the Department and classified as meeting the requirements of a midrange water-reducer shall be "MR".

<u>907-713.02.1--Source Approval.</u> In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

<u>907-713.02.3--Acceptance.</u> The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

CODE: (IS)

# SPECIAL PROVISION NO. 907-714-5

**DATE:** 06/18/2008

**SUBJECT:** Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-714.05--Fly Ash</u>. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following:

<u>907-714.05.1--General.</u> The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalies listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 6.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

<u>907-714.05.2--Fly Ash for Use in Concrete</u>. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exceptions:

The loss on ignition shall not exceed 6.0 percent.

The strength activity index with Portland cement shall be at least 55 percent of the control mix at seven days.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

<u>907-714.06--Ground Granulated Blast Furnace Slag (GGBFS)</u>. Delete Subsection 714.06.1 on page 681, and substitute the following:

<u>907-714.06.1--General.</u> The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following:

# 907-714.07--Additional Cementitious Materials.

# 907-714.07.1--Metakaolin.

<u>907-714.07.1.1--General.</u> Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C<sub>3</sub>A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

<u>907-714.07.1.3--Storage</u>. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

<u>907-714.07.1.4--Specific Requirements</u>. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

- 1. The sum of SiO<sub>2</sub> + Al<sub>2</sub>O<sub>3</sub> + Fe<sub>2</sub>O<sub>3</sub> shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
- 2. The loss on ignition shall be less than 3.0%.
- 3. The available alkalies, as equivalent Na<sub>2</sub>O, shall not exceed 1.0%.
- 4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
- 5. The strength activity index at seven (7) days shall be at least 85%.

<u>907-714.07.1.5--Acceptance.</u> With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

# 907-714.07.2--Silica Fume.

<u>907-714.07.2.1--General.</u> Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

<u>907-714.07.2.2--Source Approval.</u> The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C<sub>3</sub>A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

<u>907-714.07.2.3--Storage.</u> The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

<u>907-714.07.2.4--Acceptance.</u> With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

<u>907-714.11.6--Rapid Setting Commercial Grouts and Concrete Patching Compounds.</u> Delete the first sentence of the first paragraph of Subsection 714.11.6 on page 690 and substitute the following:

Rapid setting commercial grouts and concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer.

**907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete.** Before Subsection 714.11.7.1 on page 691, add the following:

Approved Non-"Fast Set" Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

"Fast Set Epoxy" may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. "Fast Set Epoxy" refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

http://www.fhwa.dot.gov/Bridge/adhesives.cfm

<u>907-714.11.7.4--Acceptance Procedure</u>. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

# 907-714.11.8--Epoxy Joint Repair System.

**907-714.11.8.1--General.** After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-8

**DATE:** 06/09/2008

**SUBJECT:** Concrete Bridges and Structures

Before the first sentence of 907-804.02.1 on page 1, add the following:

Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following:

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Before the first sentence of Subsection 907-804.02.10 on page 2, add the following:

Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following:

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mix designs complying with the Department's *Concrete Field Manual*.

Delete the second paragraph of Subsection 907-804.02.11 on page 3 and substitute the following:

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

Delete Subsection 907-804.02.13 on page 4 and substitute the following:

**907-804.02.13--Quality Assurance Sampling and Testing.** Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following:

c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete "and FM" from the requirements on line A.3.

After Subsection 907-804.02.13.1.4 on page 4, add the following:

- 2 -

<u>**907-804.02.13.1.5--Compressive Strength.**</u> Delete the heading of the second paragraph of Subsection 804.02.13.1.5 on page 860 and substitute the following:

# Projects with 1000 Cubic Yards and More.

Delete the second heading in Subsection 804.02.13.1.5 on page 860 and substitute the following:

Projects of More Than 200 but Less Than 1000 Cubic Yards.

CODE: (IS)

# SPECIAL PROVISION NO. 907-804-8

**DATE:** 02/05/2008

**SUBJECT:** Concrete Bridges And Structures

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

# 907-804.02-- Materials.

**907-804.02.1--General.** Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Blended Cement	907-701.01 and 907-701.04
Ground Granulated Blast Furnace Slag (GGBFS)	907-714.06
Metakaolin	907-714.07
Silica Fume	907-714.07.2

**907-804.02.8--Laboratory Accreditation.** In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

<u>907-804.02.9--Testing Personnel</u>. Delete Table 2 in this subsection and replace it with the following.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation:T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

- \* Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.
- \*\* MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department's *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

<u>907-804.02.10--Portland Cement Concrete Mix Design</u>. Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

- \* Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.
- \*\* The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.
- \*\*\* The slump may be increased up to six (6) inches with an approved mid-range water reducer or up to eight (8) inches with an approved type F or G high range water reducer, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO M157 specifications.
- \*\*\*\* Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.
- \*\*\*\*\* Class DS Concrete for drilled shafts shall have an 8±1-inch slump.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture, shall be used in all classes of concrete. Any combinations of water reducing admixtures shall be approved by the Engineer before their use.

<u>907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.</u> Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following:

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

<u>907-804.02.10.3--Field Verification of Concrete Mix Design</u>. Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following:

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

<u>907-804.02.10.4--Adjustments of Mixture Proportions</u>. Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following:

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

<u>907-804.02.11--Concrete Batch Plants.</u> Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following:

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For large volume projects the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For small volume projects, the concrete batch plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

<u>907-804.02.12--Contractor's Quality Control.</u> Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following:

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall

be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

**907-804.02.12.3--Documentation.** After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following:

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

**907-804.02.12.5--Non-Conforming Materials.** In Table 4 of Subsection 804.02.12.5 on page 857, delete "/ FM" from the requirements on line B.3.a.

**907-804.02.13--Quality Assurance Sampling and Testing.** In Table 5 of Subsection 804.02.13 on page 858, delete "and FM" from the requirements on line A.3.

<u>907-804.02.13.1.4--Temperature.</u> Delete the first paragraph of Subsection 804.02.13.1.4 on pages 859 & 860, and substitute the following:

Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

# 907-804.03--Construction Requirements.

<u>907-804.03.15--Removal of Falsework, Forms, and Housing</u>. Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:	
Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	
Centering:	
Under Beams	2400 psi
Under Bent Caps	2000 psi
Limitation for Placing Beams on:	
Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	$0 - 30 \text{ yd}^3$	2
	$> 30 \text{ to } 60 \text{ yd}^3$	3
	$> 60 \text{ to } 90 \text{ yd}^3$	4
	$> 60 \text{ to } 90 \text{ yd}^3$ $> 90 \text{ yd}^3$	5
Footings, Columns & Caps	$0 - 13 \text{ yd}^3$	2
	$> 13 \text{ yd}^3$	3
Pavement, Pavement Overlays	$1200 \text{ yd}^2$	2
Pavement Repairs	Per repair or 900 yd <sup>2</sup>	2
-	Whichever is smaller	

# 907-804.03.16--Cold or Hot Weather Concreting.

**907-804.03.16.1--Cold Weather Concreting.** After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower that 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from "Table 6" to "Table 8".

# 907-804.03.19--Finishing Concrete Surfaces.

# **907-804.03.19.7--Finishing Bridge Floors.**

**907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness.** After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

907-804.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 898.

#### SPECIAL PROVISION NO. 906-3

# **Training Special Provisions**

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).

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 trainees 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, he shall determine how many, if any, of the trainees 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 highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him 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 he has taken 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 has successfully completed a training course leading to journeyman status or in which he has been employed as a

Page 2 of 3

S.P. No. 906-3 -- Cont'd.

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 highway 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. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents 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. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, 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 his 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 his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Page 3 of 3

S.P. No. 906-3 -- Cont'd.

Contractor will have fulfilled his responsibilities under this Training Special Provision if he 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 he will follow 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 documenting his performance under this Training Special Provision.

#### **SPECIAL PROVISION NO. 906-6**

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM

# **ALTERNATE TRAINING SPECIAL PROVISION**

# **PURPOSE**

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

# **INTRODUCTION**

This voluntary OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors take part in the program and follow uniform procedures in training and in tracking trainee's progress.

# **FUNDING**

MDOT will establish an annual OJT Fund from which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program.

# **DISBURSEMENT OF FUNDS**

MDOT will pay \$3.00 per hour toward the trainee's salary for each hour of training performed by <u>each</u> trainee in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Requests for payment will be submitted to the Office of Civil Rights for approval.

Contractors must provide a signed invoice providing the following information to be reimbursed.

- Contractor's Name
- Mailing Address
- Trainee Name
- Social Security Number

- Race
- Sex
- Project Number
- Job Classification
- Total Number of Hours Completed

# TRAINING PROGRAM APPROVAL

- A. To use the OJT Program on highway construction projects, the contractor will notify the Department Office of Civil Rights using the On-the-Job Trainee Schedule Form. The notification must include the following information:
  - Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Number of Training Hours Required
- B. If a contractor chooses to use a training program different from those listed in the OJT Program Manual, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
  - 1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
  - 2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
  - 3. No less than minimum wage.
  - 4. Trainee certification of completion.
  - 5. Records and reports submitted to the Office of Civil Rights on a monthly basis.

# **DEPARTMENT RESPONSIBILITY**

- Department project staff will monitor trainees on the project. They will monitor payrolls
  for payment of correct wage rates and fringe benefits. The Office of Civil Rights will
  maintain a master list by contractor name, project number, trainee name and trainee
  social security number to aid project staff in monitoring trainees who work on multiple
  projects.
- 2. The Office of Civil Rights may elect to interview trainees periodically during the training period to assess their performance and training program.

# CONTRACTOR RESPONSIBILITY

- 1. Trainees must be identified on payrolls (i.e. dragline trainee).
- 2. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the OJT Termination Report.
- 3. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
- 4. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Office of Civil Rights with an explanation (*refer to 2 above*).
- 5. Upon notification from the contractor, the Department will issue a skill verification card and certificate of training to the trainee.
- 6. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the Office of Civil Rights must be notified on the Monthly Trainee Form. All of the training hours completed by trainees will count toward overall program completion.
- 7. Program reimbursements will be made directly to the prime or sub contractor.

# WAGE RATE

The wage rate for all trainees is the current Minimum Federal Wage Rate, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.

# RECRUITMENT AND SELECTION PROCEDURES

# A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

#### B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

- 1. Holds a license corresponding to the vehicle being operated;
- 2. Has had at least one year of driving experience; and
- 3. Is occupying the seat next to the driver.

#### C. Recruitment

- 1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 2. The contractor must target minority, female or economically disadvantaged trainees.
- 3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the Office of Civil Rights for review and approval. Approval must be obtained before the trainee can begin work under the training program.
- 4. Present employees will be screened for upgrading.

# D. Selection

- 1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
- 2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
- 3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
- 4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the Office of Civil Rights with the other required information as part of the approval process for trainees.
- **NOTE:** The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

# 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 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.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

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.

# SECTION 905 -- PROPOSAL (CONTINUED)

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) enclose a certified check, cashier's check or bid bond for <u>five percent (5%) of total bid</u> 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.

	Respectfully Submitted,			
	DATE			
	Contractor			
	BYSignature			
	TITLE			
	ADDRESS			
	CITY, STATE, ZIP			
	PHONE			
	FAX			
	E-MAIL			
(To be filled in if a corporation)				
Our corporation is chartered under the Laws of t titles and business addresses of the executives are as follows:	he State of ows:	_ and	the	names,
President	Address			
Secretary	Address			
Treasurer	Address			

Revised 09/21/2005

The following is my (our) itemized proposal.

Installing guardrail on I-20 in the City Limits of Vicksburg, known as Federal Aid Project No. HSIP-0020-01(183)N / 104897301, in the County of Warren, State of Mississippi. I (We) agree to complete the entire project within the specified contract time.

# \*\*\* SPECIAL NOTICE TO BIDDERS \*\*\* BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED. BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED \*\*\*BID SCHEDULE\*\*\*

				Unit Price		Item Amount			
No.		Code				Dollar	Ct	Dollar	Ct
					Roadway Items	-			
0010	221-A001	(S)	950	Cubic Yard	Portland Cement Concrete Paved Ditch				
0020	606-B001		800	Linear Feet	Guard Rail, Class A, Type 1				
0030	606-C003		4	Each	Guard Rail, Cable Anchor, Type 1				
0040	606-E002		4	Each	Guard Rail, Terminal End Section, Flared				
0050	615-A013	(S)	70	Linear Feet	Concrete Type III Cast-in-Place Median Barrier, 42" High				
0060	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
0070	618-B001		1	Square Feet	Additional Construction Signs	10.	00	10.	00
0080	620-A001		1	Lump Sum	Mobilization	XXXXXXX	XXX		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0090	629-A002		2	Each	Vehicular Impact Attenuator, 60 MPH		
0100	629-A004		2	Each	Vehicular Impact Attenuator, 40 MPH		
0110	629-B001		4	Each	Median Barrier End Section		
0120	907-304-D001	(GT)	400	Ton	Granular Material, Crushed Stone		
0130	907-606-G001		22,000	Linear Feet	Cable Barrier		
0140	907-606-H001		44	Each	Cable Barrier Terminal Section		
0150	907-606-I001		600	Each	Cable Barrier Post Repair		

# \*\*\* BID CERTIFICATION \*\*\*

	*** DBE/WBE SECT	ION ***	
Complete item nos. 1, 2, and/or 3 as approp	oriate. See Notice to Bidders addressing	Disadvantaged Business E	Enterprises in Highway Construction.
I/We agree that no less than economically disadvantaged individual	percent shall be expended with ls (DBE and WBE).	n small business concerns o	owned and controlled by socially and
2. Classification of Bidder: Small Busine	ss (DBE)	Small Business (WBE)	)
3. A joint venture with a Small Business	(DRF/WRF)		
3. A joint venture with a Sman Business	(DDL) ((DDL).		
	*** SIGNATURE STAT		
			AND CERTIFIED THAT THE FIG
ACKNOWLEDGES THAT HE/SHE HAS CH CONSTITUTE THEIR OFFICIAL BID.			AND CERTIFIED THAT THE FIG
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#### **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.

\*

#### **COMBINATION BID PROPOSAL**

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

<sup>\*</sup> Option to be shown as either (a), (b), or (c).

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

- A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.
- B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.			2333333333		
2.					
3.					
4.					
5.					
6.					
7.					
8.					

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction	
9.						
10.						
			,	1		
C. If option (c) has been select	ted, then initial a	nd compl	ete one of the followi	ng, go to II. and sign C	ombination Bid Proposal.	
I (We) desire to be	awarded work no	t to excee	ed a total monetary va	alue of \$	·	
I (We) desire to be a	awarded work no	t to exce	ednumber of	of contracts.		
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), the undersigned, agree to complete each contract on or before its specified completion date.						
	SIGNED					
			-			

#### 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, proposed Subcontractor	_, hereby certifies that he has, has not
participated in a previous contract or subcontract s	subject to the Equal Opportunity Clause, as required by
Executive Orders 10925, 11114, or 11246, and	that he has, has not, filed with the Join
Reporting Committee, the Director of the Office of	of Federal Contract Compliance, a Federal Governmen
contracting or administering agency, or the fo	ormer President's Committee on Equal Employmen
Opportunity, all reports due under the applicable fi	ling requirements.
	(COMPANY)
BY	
	(TITLE)
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

#### <u>CERTIFICATION</u> (Execute in duplicate)

I,
(Name of person signing certification)
individually, and in my capacity aso
(Title)
do hereby certify unde
(Name of Firm, Partnership, or Corporation)
penalty of perjury under the laws of the United States and the State of Mississippi that
, Bidde
(Name of Firm, Partnership, or Corporation)
on Project No. HSIP-0020-01(183)N / 104897301
in Warren County(ies), Mississippi, has not eithe
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 officer 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:
<ul> <li>a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;</li> </ul>
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.
Initial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

<u>Note:</u> 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:

All of the foregoing and attachments (when indicated) is true and correct.

- 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.

Executed on	 	
	Signature	

### MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## <u>CERTIFICATION</u> (Execute in duplicate)

,	(Name of person signin	g certification)
individ	idually, and in my capacity as	O
11101 / 10		Title)
		do hereby certify under
	(Name of Firm, Partnership, or Corporation	
penalty	ty of perjury under the laws of the United States and	the State of Mississippi that
		, Bidder
	(Name of Firm, Partnershi)	•
on Pro	roject No. <u>HSIP-0020-01(183)N / 104897301</u>	
in <u>W</u>	Varren	County(ies), Mississippi, has not either
in restr	tly or indirectly entered into any agreement, particip traint of free competitive bidding in connection with ncipal owners.	
	pt as noted hereafter, it is further certified that sairs, managers, auditors and others in a position of adr	
a)	) Are not presently debarred, suspended, proposition voluntarily excluded from covered transactions by	
b)	Have not within a three-year period preceding judgment rendered against them for commission obtaining, attempting to obtain, or performing a contract under a public transaction; violation of of embezzlement, theft, forgery, bribery, falsificatements, or receiving stolen property;	of fraud or a criminal offense in connection with a public (Federal, State or local) transaction or Federal or State antitrust statutes or commission
c)	Are not presently indicted for or otherwise crimin (Federal, State or local) with commission of any of	
d)	) Have not within a three-year period preceding the transactions (Federal, State or local) terminated for	
	l here "" if exceptions are attached and magnit applies, initiating agency and dates of such action	

<u>Note:</u> 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:

All of the foregoing and attachments (when indicated) is true and correct.

- 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.

Executed on _		
_	 Signature	

S E C	TI	O N 9 0 2
CONTRACT FOR <b>HSIP-0020-01(183)N / 10</b>	48973	301
LOCATED IN THE COUNTY(IES) OF Warren	1	
STATE OF MISSISSIPPI,		
COUNTY OF HINDS		
undersigned contractor, on the other witnesseth;  That, in consideration of the payment by the M proposal hereto attached, to the undersigned contractor specified in the specifications and the special provision prices stated in the proposal in full compensation for the work contemplated in this contract.  It is understood and agreed that the advertising a proposal for the contract, the specifications, the revision the work herein contemplated, said plans showing morand are hereby made a part of this contract by specifications had been set out fully herein in words and a lit is further agreed that for the same considerated damage arising out of the nature of the work aforesaid difficulties which may be encountered in the prosecution the work, exceptions being those specifically set out in and workmanlike manner according to the approved requirements of the Mississippi Department of Transporting are involved subject to inspection at all times at the case may be, or the agents of any other Agency Legislature of the State of Mississippi approved by the Mississippi Transportation Commission and the automatical data and the automatical data and the automatical data and the automatical data and the state of Mississippi approved by the Mississippi Transportation Commission and the automatical data at the control of the Mississippi approved by the Mississippi Transportation Commission and the automatical data and the automatical da	dissission, such the furnishment of the format of the figures ion the contraction of the	e undersigned contractor shall be responsible for all loss or from the action of the elements and unforeseen obstructions or the same and for all risks of every description connected with contract; and for faithfully completing the whole work in good Specifications, Special Provisions, Notice(s) to Bidders and a. the direct supervision and to the complete satisfaction of the cortation, or his authorized representatives, and when Federal proval by the Federal Highway Administration, or its agents as see funds are involved in accordance with those Acts of the ernor and such rules and regulations issued pursuant thereto by
contract shall be deemed to be inserted herein and therein, and, if through mere mistake or otherwise any party hereto, the contract shall forthwith be physically	his con y such amend every	clause of this Contract, and fully understands the meaning of
Witness our signatures this the	;	day of,
Contractor (s)  By	_	MISSISSIPPI TRANSPORTATION COMMISSION
Title Signed and sealed in the presence of:	Ву	Executive Director
(names and addresses of witnesses)		

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

Secretary to the Commission

Revised 8/06/2003

#### SECTION 903

CONTRACT BOND FOR: HSIP-0020-01(183)N / 104897301
LOCATED IN THE COUNTY(IES) OF: Warren
STATE OF MISSISSIPPI,
COUNTY OF HINDS
Know all men by these presents: that we,
Principal, a
residing at in the State of
and
residing at in the State of,
authorized to do business in the State of Mississippi, under the laws thereof, as surety, 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.Dhereto 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

#### **SECTION 903 - CONTINUED**

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.

Witness our signatures and seals this the	day of A.D
(Contractors) Principal	Surety
Ву	By (Signature) Attorney in Fact
	Address
Title(Contractor's Seal)	Local Mississippi Representative
	(Signature) Local Mississippi Representative
	Address
	(Surety Seal)

OCR-485 REV. 10/02

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION OFFICE OF CIVIL RIGHTS JACKSON, MISSISSIPPI LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HSIP-0020-01(183)N / 104897301

County: Warren

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:		
Phone Number:		
	DBE Firm	Non-DBE Firm
Firm Name:		
Contact Name/Title:		
Phone Number:	DDE E'	N DDE E'
	DBE Firm	Non-DBE Firm
Firm Name:		
Phone Number:		
	DBE Firm	Non-DBE Firm
	<del></del>	<del></del>
Firm Name: Contact Name/Title:		
Phone Number:		
	DBE Firm	Non-DBE Firm
Firm Name:		
G		
Phone Number:	DDE E	N DDE E'
_	DBE Firm	Non-DBE Firm
		SUBMITTED BY (Signature)
		FIRM NAME

Submit this form to Contract Administration as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.



## **BID BOND**

KNOW ALL MEN BY THES	SE PRESENTS, that we			
	,		Contractor	
			Address	
			City, State ZIP	
as Principal, hereinafter called	the Principal, and			
a corporation duly organized to	under the laws of the state of	f		
as Surety, hereinafter called th	ne Surety, are held and firml	y bound unto	State of Mississippi, Jackson, Mis	sissippi
As Obligee, hereinafter called	Obligee, in the sum of <b>Fiv</b>	e Per Cent (5%)	of Amount Bid	
			Dollars (\$	)
for the payment of which su executors, administrators, suc	•		ncipal and said Surety, bind oursemly by these presents.	elves, our heirs,
			a I-20 in the City Limits of Vicksl aty of Warren, State of Mississipp	
said Principal will, within the performance of the terms and will pay unto the Obligee the	e time required, enter into a I conditions of the contract, e difference in money betwee attracts with another party to	formal contract then this obligate een the amount operform the work	oresaid Principal shall be awarded and give a good and sufficient bo ion to be void; otherwise the Princ of the bid of the said Principal and a if the latter amount be in excess o	nd to secure the cipal and Surety I the amount for
Signed and sealed this	day of	, 2008		
			(Principal)	(Seal)
		By:		
(Witness)		·	(Title)	
			(Surety)	(Seal)
		D		
(Witness)		By:	(Attorney-in-Fact)	
			Decident MC Asset	
			Resident MS Agent	

Bid bond must be signed or countersigned by a qualified Mississippi resident agent and the bidder as per Section 102.08 of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.

#### MISSISSIPPI DEPARTMENT OF TRANSPORTATION

#### HAUL PERMIT FOR BRIDGES

#### WITH

#### POSTED WEIGHT LIMITS

	<b>DATE:</b>
PROJECT: HSIP-002	20-01(183)N / 104897301
COUNTIES: Warren	
LOCATION: Guardra	il
0 1	for transporting loads mit for any such bridge located on State designated routes within the l that such transport vehicles comply with all other governing statutory
for materials and equip contractors and vendors	all State designated routes from the point of origin to the point of delivery oment utilized in construction of said project and also valid for sub- upon written permission of the Contractor. The permit is non-transferable at for posted bridges will be issued to other individuals, vendors, or com- of this project.
	ermit shall be carried in all vehicles operating under the authority of this of the Contractor's written permission when the vehicle is other than
	te law, the above named Contractor will be liable for damages directly operating under this permit.
	EXECUTIVE DIRECTOR