DOT Use Only 15 -	
SM No. CSTP21750001211 PROPOSAL AND CONTRACT DOCUMENTS	
FOR THE CONSTRUCTION OF	
(STATE DELEGATED)	
15 Box replacement on US 51 at Robb Street in Summit, known as Federal Aid Project No. STP-2175-00(012) / 106194301, in Pike County. Project Completion: July 24, 2012	
NOTICE	
BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID THIS PROJECT.	
Electronic addendum updates will be posted on www.gomdot.com SECTION 900	
OF THE CURRENT (2004) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI	

#### **BIDDER CHECK LIST** (FOR INFORMATION ONLY)

All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction. If the bid sheets were prepared using the Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package. \_\_\_\_ First sheet of SECTION 905--PROPOSAL has been completed. Second sheet of SECTION 905--PROPOSAL 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, signed, 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 905--PROPOSAL has been signed. Combination Bid Proposal of SECTION 905--PROPOSAL 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 signed. The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate. 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. A bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached. ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents. 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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### SECTION 905 - PROPOSAL, PROPOSAL BID SHEETS

COMBINATION BID PROPOSAL

CERTIFICATION OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION SECTION 902- CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS FORM -- OCR-485

### (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 <u>10:00 o'clock A.M.,</u> <u>Tuesday, January 24, 2012</u>, and shortly thereafter publicly opened on the Sixth Floor for:

Box replacement on US 51 at Robb Street in Summit, known as Federal Aid Project No. STP-2175-00(012) / 106194301, in Pike County.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-58 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.

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 <u>www.gomdot.com</u>.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, MDOT Shop Complex, Building C, Room 114, 2567 North West Street, Jackson, Mississippi 39216, Telephone (601) 359-7460 or e-mail at <u>plans@mdot.state.ms.us</u> or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident 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.

### MELINDA L. MCGRATH INTERIM EXECUTIVE DIRECTOR

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

CODE: (IS)

#### DATE: 05/03/2004

#### **SUBJECT:** Governing Specifications

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

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

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

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

CODE: (SP)

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: 11/06/2009

The goal is <u>3</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.

Subparagraph (2) under Award on page 6 indicates that the OCR-481 form is to submitted to Contract Administration Division. Instead of submitting this form to Contract Administration Division, 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 <u>www.gomdot.com</u>. 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.

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### 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, <u>with the proposal</u>, 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</u> <u>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

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(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 <u>by certified mail</u> that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

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- (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 <u>certified</u> 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 <u>60</u> <u>percent</u> of the expenditures to suppliers that <u>are not manufacturers</u>, 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.

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- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm <u>will not</u> 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 <u>bid proposal</u> to satisfy the Department and that <u>adequate good faith efforts</u> 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> <u>Goal</u>. For additional information, refer to "Replacement" section of this Notice.

#### **DBE REPORTS**

(1) OCR-481: Refer to <u>'CONTRACT GOAL</u>" section of this Notice to Bidders for information regarding this form.

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- (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.

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(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. 883

CODE: (IS)

### 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.

# SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	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".

- 2 -

618 703.13.1 In the first sentence of the first paragraph, change "703.09" to "703.06".

- 3 -

- 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".

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#### **SECTION 904 - NOTICE TO BIDDERS NO. 1808**

CODE: (IS)

#### DATE: 09/09/2008

### **SUBJECT:** Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

You can access this final rule at the following link: http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf

### 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. 2239

CODE: (SP)

#### DATE: 01/06/2009

#### SUBJECT: Department of Labor Ruling

On December 19, 2008 the U.S. Department of Labor issued a final rule revising their regulations in 29 CFR Parts 3 and 5. This rule takes effect for all Federal funded contracts awarded after January 19, 2009.

The primary change in the rule is a provision that requires Contractors to limit the amount of personal information on the weekly payroll submissions. Personal addresses and full social security numbers may no longer be used. Contractors must use an "... individually identifying number for each employee (e.g., the last four digits of the employee's social security number)." Form FHWA-1273 - "Required Contract Provisions Federal-aid Construction Contracts" will eventually be revised to reflect this change.

Until the revised is made to FHWA-1273, bidders are advised to disregard any requirement in FHWA-1273 regarding the use of personal addresses and full social security numbers, such as in Section V, Paragraph 2b.

Bidders are also advised that the requirement for maintaining and submitting form FHWA-47, as referenced in FHWA-1273 Section VI, is no longer required on construction projects.

### SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

DATE: 02/12/2009

### **SUBJECT:** Status of Right-of-Way

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, encroachments, potentially contaminated sites and asbestos containation are set forth in the following attachments.

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

- 2 -

STP-2175-00(012) 106194-301000 US 51 at Robb Street in Summit-Box Culvert PIKE COUNTY December 16, 2011

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

None.

#### STATUS OF POTENTIALLY CONTAMINATED SITES STP-2175-00(012) 106194-301000 Pike County December 16, 2011

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

#### ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR STP-2175-00(012) 106194-301000 Pike County December 16, 2011

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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.

Awnings located on temporary easement right of way will be removed and replaced by the contractor.

# UTILITY STATUS REPORT STP-2175-00(012) 106194301 PIKE COUNTY(IES) December 16, 2011

- 5 -

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

# **STATUS OF UTILITIES**

The status of utility adjustments as of November 16, 2011 for the utilities in conflict with this highway construction project are as listed below:

AT&T: No utility agreements or permits required. AT&T has completed their relocation work.

**CABLE ONE:** Not in conflict with construction.

**ENTERGY:** Not in conflict with construction.

**CENTERPOINT ENERGY:** Not in conflict with construction.

TOWN OF SUMMIT (WATER): To be incorporated in the construction contract.

# ENCROACHMENT CERTIFICATION STP-2175-00(012) 106194301 PIKE COUNTY(IES)

- 6 -

December 16, 2011

This is to certify that the above captioned project has been inspected and no encroachments were found.

### SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

### **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 <u>over the life of the contract</u>.

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 last day 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 <u>www.gomdot.com</u> under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms.* 

### **SECTION 904 - NOTICE TO BIDDERS NO. 2672**

CODE: (SP)

DATE: 06/11/2009

- SUBJECT: Vibratory Roller
- PROJECT: STP-2175-00(012) / 106194301 Pike County

Bidders are advised that the use of vibratory rollers <u>will not</u> be allowed and the lot density required in Subsections 401.02.6.4.1 and 401.03.1.4 shall be **reduced by one percent (1%)**.

### **SECTION 904 - NOTICE TO BIDDERS NO. 2818**

CODE: (SP)

#### DATE: 10/01/2009

#### 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	<b>Description</b>
221	Paved Ditches
601	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. 2937**

CODE: (SP)

DATE: 01/11/2010

### SUBJECT: Reduced Speed Limit Signs

Bidders are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

#### **SECTION 904 - NOTICE TO BIDDERS NO. 3039**

CODE: (SP)

DATE: 03/23/2010

### SUBJECT: Alternate Asphalt Mixture Bid Items

Bidders are advised that the asphalt mixture used on this project will be bid as an alternate pay item: Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA). Bidders must select one of the alternates at the time of bid. The Contractor must use the selected asphalt mixture, HMA or WMA, throughout the entire project.

### SECTION 904 - NOTICE TO BIDDERS NO. 3131

CODE: (SP)

DATE: 06/24/2010

## **SUBJECT:** Temporary Traffic Paint

Bidders are hereby advised that the temporary traffic paint for this project can be waterborne paint as specified in the 2004 Mississippi Standard Specifications For Road and Bridge Construction or fast dry solvent traffic paint meeting the requirements set out in 907-710-1 (Fast Dry Solvent Traffic Paint).

Payment for all temporary traffic paint shall be paid under the appropriate 619 pay items.

When using fast dry solvent traffic stripe, no paint can be sprayed or placed on the ground during set-up or clean-up.

### SECTION 904 - NOTICE TO BIDDERS NO. 3242

CODE: (SP)

DATE: 09/21/2010

## **SUBJECT:** Warm Mix Asphalt

Bidders are advised that MDOT approved products and processes for the production of Warm Mix Asphalt is available at the following MDOT website.

http://www.gomdot.com/Divisions/Highways/Resources/MPL/Home.aspx

## SECTION 904 - NOTICE TO BIDDERS NO. 3414

CODE: (SP)

**DATE:** 02/16/2011

### **SUBJECT: DUNS Requirement for Federal Funded Projects**

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

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS:		
Company Name:		
Company e-mail address:		
By:	 	

## SECTION 904 - NOTICE TO BIDDERS NO. 3425

CODE: (SP)

DATE: 03/01/2011

## **SUBJECT:** Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents or plans on this project shall be directed to the Construction Division at 601-359-7301.

### SECTION 904 - NOTICE TO BIDDERS NO. 3655

CODE: (SP)

DATE: 10/04/2011

## **SUBJECT:** Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers <u>will not be allowed</u> for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or <sup>3</sup>/<sub>4</sub>-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of <sup>3</sup>/<sub>4</sub>-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway\_dept/policy\_guide/road\_hardware/wzd/

### SECTION 904 - NOTICE TO BIDDERS NO. 3702

CODE: (SP)

DATE: 12/5/2011

### **SUBJECT:** Contract Time

### **PROJECT:** STP-2175-00(012) / 106194301 – Pike County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>July 24, 2012</u> which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than <u>February 14, 2012</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>March 15, 2012</u>.

Should the Contractor request a Notice to Proceed earlier than <u>March 15, 2012</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

A progress schedule as referenced to in Subsection 907-108.03 will not be required for this contract.

SECTION 904 - NOTICE TO BIDDERS NO. 3703 DATE: 11/30/2011 SUBJECT: Specialty Items PROJECT: STP-2175-00(012) / 106194301 - Pike County

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

### CATEGORY: CURBING, SIDEWALKS, GUTTERS

Line No	Pay Item	Description
0230	609-D006	Combination Concrete Curb and Gutter Type 1 Modified

### CATEGORY: MISCELANEOUS/ SPECIALTY WORK ITEMS

	Pay Item	Description
No		
0560	907-611-B001	Brick Pavers

### CATEGORY: NON ROADWAY ITEMS

Line No	Pay Item	Description
0410	907-242-PP003	Construction of Northeast Walkway Cover
0410	907-242-PP003	Construction of Southeast Walkway Cover
0420	907-242-PP005	Removal Northeast Walkway Cover
0420	907-242-PP005	Removal Southeast Walkway Cover

### CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0390	627-K001	Red-Clear Reflective High Performance Raised Markers
0400	627-L001	Two-Way Yellow Reflective High Performance Raised Markers
0590	907-626-B003	6" Thermoplastic Traffic Stripe, Continuous White
0600	907-626-C008	6" Thermoplastic Edge Stripe, Continuous White
0610	907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow
0620	907-626-G001	Thermoplastic Detail Stripe, Blue-ADA
0630	907-626-G004	Thermoplastic Detail Stripe, White
0640	907-626-G005	Thermoplastic Detail Stripe, Yellow
0650	907-626-H002	Thermoplastic Legend, Blue-ADA Handicap Symbol
0660	907-626-H004	Thermoplastic Legend, White
0670	907-626-H005	Thermoplastic Legend, White

### CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line	Pay Item	Description
No		
0250	619-A1001	Temporary Traffic Stripe, Continuous White

## CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0260	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0270	619-A5001	Temporary Traffic Stripe, Detail
0280	619-A6001	Temporary Traffic Stripe, Legend
0290	619-A6002	Temporary Traffic Stripe, Legend
0300	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0310	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0320	619-F1001	Concrete Median Barrier, Precast
0330	619-F1002	Portable Median Barrier
0340	619-G4001	Barricades, Type III, Single Faced
0350	619-G4005	Barricades, Type III, Double Faced
0360	619-G5001	Free Standing Plastic Drums
0370	619-G7001	Warning Lights, Type "B"
0570	907-619-A5001	Temporary Traffic Stripe, Detail Blue ADA
0580	907-619-A6001	Temporary Traffic Stripe, Legend Blue ADA

### CATEGORY: UTILITY ITEMS

Line No	Pay Item	Description
0430	907-265-B002	6" Ductile Iron Pipe, With Joint Restraint
0440	907-265-C002	Ductile Iron Fittings
0450	907-265-D003	6" Gate Valve and Value Box
0460	907-265-F002	Fire Hydrant Assembly, 3-Way, With Box and Cover

General Decision Number: MS100206 11/11/2011 MS206

Superseded General Decision Number: MS20080206

State: Mississippi

Construction Type: Highway

Counties: Claiborne, Jefferson and Pike Counties in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification	Number	Publication	Date
0		03/12/2010	
1		07/02/2010	
2		01/21/2011	
3		11/11/2011	

\* ELEC0480-007 07/01/2011

	Rates	Fringes
ELECTRICIAN	\$ 23.10	8.12
SUMS2008-124 09/04/2008		
	Rates	Fringes
CARPENTER, Includes Form Work	\$ 11.42	0.12
CEMENT MASON/CONCRETE FINISHER.	\$ 10.82	0.00
IRONWORKER, REINFORCING	\$ 11.30	0.00
LABORER: Common or General	\$ 8.64	0.00
LABORER: Pipelayer	\$ 9.68	0.00
OPERATOR: Backhoe	\$ 11.32	0.00
OPERATOR: Broom	\$ 10.17	0.00
OPERATOR: Bulldozer	\$ 10.77	0.00
OPERATOR: Crane	\$ 14.57	0.00
OPERATOR: Grader/Blade	\$ 12.46	0.00
OPERATOR: Loader	\$ 10.15	0.00
OPERATOR: Mechanic	\$ 12.04	0.00
OPERATOR: Oiler	\$ 12.33	0.48
	43	

http://www.wdol.gov/wdol/scafiles/davisbacon/ms206.dvb

OPERATOR: Roller.....\$ 9.31 0.00 OPERATOR: Scraper.....\$ 10.00 0.00 OPERATOR: Tractor.....\$ 7.79 0.00 OPERATOR: Asphalt Paver and Asphalt Spreader.....\$ 10.00 0.00 TRUCK DRIVER.....\$ 9.22 0.00 \_\_\_\_\_ WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental. \_\_\_\_\_ Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)). \_\_\_\_\_ In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing. \_\_\_\_\_ WAGE DETERMINATION APPEALS PROCESS 1.) Has there been an initial decision in he matter? This can be: \* an existing published wage determination a survey underlying a wage determination a Wage and Hour Division letter setting forth a position on a wage determination matter \* a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and

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http://www.wdol.gov/wdol/scafiles/davisbacon/ms206.dvb

3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to: Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue. 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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## **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

	Pa	age
١.	General	1
	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
ν.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VII.	Subletting or Assigning the Contract	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	8
Х.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	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.

 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.

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly 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:

 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, Federalaid 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:

 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 workweek 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 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, 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.

 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	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
	0.9
Until further notice	Goals for minority
	participation for
	each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll,	Chickasaw,
Clay, Coahoma, Grenada, Itawamba, Lafaye	
Leflore, Marshall, Monroe, Montgomery, Pa	
Pontotoc, Prentiss, Quitman, Sunflower, Tal	
Tate, Tippah, Tishomingo, Tunica, Union,	
Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah	
Franklin, Holmes, Humphreys, Issaquena, J Jefferson Davis, Jones Kemper, Lauderdale.	
Leake, Lincoln, Lowndes, Madison, Neshol	oa, Newton,
Noxubee, Oktibbeha, Scott, Sharkey, Simps	son, Smith,
Warren, Wayne, Winston, Yazoo	
Forrest, Lamar, Marion, Pearl River, Perry,	Pike,
	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.

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

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

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

### **SPECIAL PROVISION NO. 907-101-4**

CODE: (IS)

DATE: 11/05/2008

### **SUBJECT:** Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-101.02--Definitions.</u> Replace the following definitions in Subsection 101.02 on pages 3 through 13.

**Contract** - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

**Contract Bonds** - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

**Surety** - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

**Performance Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

**Payment Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

### SPECIAL PROVISION NO. 907-102-8

CODE: (IS)

DATE: 01/20/2011

### **SUBJECT: Bidding Requirements and Conditions**

<u>**907-102.06--Preparation of Proposal.**</u> Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18 and substitute the following:

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, <u>www.gomdot.com</u>.

If bidders submit Expedite Bid generated bid sheets, then the bid sheets included in the proposal should not be completed. The Expedite Bid generated bid sheets should be stapled together, signed and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the Expedite Bid generated bid sheets are completed and submitted, only the Expedite Bid generated sheets will be recognized and used for the official bid. The USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

<u>**907-102.08--Proposal Guaranty</u>**. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following:</u>

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

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### SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

### DATE: 12/15/2009

### **SUBJECT:** Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>**907-103.04--Return of Proposal Guaranty</u>**. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:</u>

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

### 907-103.05--Contract Bonds.

<u>907-103.05.1--Requirement of Contract Bonds</u>. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

**<u>907-103.05.2--Form of Bonds</u>**. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

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Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

<u>907-103.08--Failure to Execute Contract.</u>. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

### SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

### **SUBJECT:** Disposal of Materials

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-104.05--Removal and Disposal of All Materials From the Project.</u> Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

## **SUBJECT:** Control of Work

After Subsection 907-105.05 on page 1, add the following.

<u>**907-105.14--Maintenance During Construction</u></u>. Before the first sentence Subsection 105.14 on page 39, add the following:</u>** 

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

### SPECIAL PROVISION NO. 907-105-6

CODE: (IS)

DATE: 01/20/2011

### SUBJECT: Control of Work

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

<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.

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. 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. A copy 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. 907-107-9

DATE: 08/23/2011

## SUBJECT: Legal Relations and Responsibility to Public

<u>907-107.14.2.2--Railroad Protective.</u> Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

<u>907-107.18--Contractor's Responsibility for Utility Property and Services</u>. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

## SPECIAL PROVISION NO. 907-107-9

CODE: (IS)

## DATE: 01/20/2011

### 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.

907-107.14--Damage Claims and Insurance.

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

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

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

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<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:

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(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,

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- (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.

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

<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.

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# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

# DATE: 03/15/2011

# **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.

<u>907-108.01.1--General</u>. 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.

<u>907-108.02--Notice To Proceed</u>. Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

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

<u>907-108.03--Prosecution and Progress.</u> Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

**<u>907-108.03.1--Progress Schedule.</u>** Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

# 907-108.06.1--Blank.

# 907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

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than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

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<u>907-108.06.2.2--Contract Time.</u> The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

# TABLE OF ANTICIPATED PRODUCTIVE DAYS

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When he Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

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Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

<u>907-108.06.2.3--Extension of Time</u>. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

**907-108.06.2.4--Cessation of Contract Time.** When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

<u>907-108.10--Termination of Contractor's Responsibility</u>. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 1/20/2011

# **SUBJECT:** Measurement and Payment

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

<u>907-109.01--Measurement of Quantities.</u> Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

<u>907-109.04--Extra and Force Account Work</u>. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 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.

# <u>907-109.06--Partial Payment.</u>

<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.

<u>907-109.07--Changes in Material Costs</u>. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

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# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

# SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

DATE: 04/02/2010

# **SUBJECT:** Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

<u>907-110.02.2--Wage Rates.</u> All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

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

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PROJECT: WALKWAY COVER REPLACEMENT IN SUMMIT PIKE COUNTY, MISSISSIPPI

### PROJECT NUMBER: Project No. STP-2175-00(012) 106194

DATE: 2-28-11

**907-242-PP005 REMOVAL OF NORTHEAST WALKWAY COVER:** This Work shall consist of all construction work necessary in removal of existing walkway cover and related items at northeast corner of US Highway 51 and Robb Street as part of improvements at Summit, Pike County, Mississippi, in accordance with these Specifications and conforming with the Drawings.

**907-242-PP005 REMOVAL OF SOUTHEAST WALKWAY COVER:** This Work shall consist of all construction work necessary in removal of existing walkway cover and related items at southeast corner of US Highway 51 and Robb Street as part of improvements at Summit, Pike County, Mississippi, in accordance with these Specifications and conforming with the Drawings.

**907-242-PP003 CONSTRUCTION OF NORTHEAST WALKWAY COVER:** This Work shall consist of all construction work necessary in constructing replacement walkway cover at northeast corner of US Highway 51 and Robb Street as part of improvements at Summit, Pike County, Mississippi, in accordance with these Specifications and conforming with the Drawings.

**907-242-PP003 CONSTRUCTION OF SOUTHEAST WALKWAY COVER:** This Work shall consist of all construction work necessary in constructing replacement walkway cover at southeast corner of US Highway 51 and Robb Street as part of improvements at Summit, Pike County, Mississippi, in accordance with these Specifications and conforming with the Drawings.

It is the intention of these Specifications to provide the necessary items and instruction, including all code compliance for Work associated with Special Provision 907-242-29. Omission of items or instruction necessary or considered standard good practice for the proper removal and construction of the walkway covers and related items shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

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MDOT – 7<sup>th</sup> District – Pike

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- DIVISION 08 OPENINGS (Not Used)
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DIVISION 32-50 (Not Used)

# SECTION 00 01 15 LIST OF DRAWING SHEETS

WORKING NUMBER	SHEET NUMBER	DESCRIPTION
A1.1	30	SITE PLAN AND ENLARGED PLANS
A2.1	31	ELEVATIONS AND DETAILS
A3.1	32	ARCHITECTURAL SITE PHOTOGRAPHS

SECTION 00 74 00 S

#### SPECIAL CONDITIONS

PART 1 - GENERAL

#### 1.01 VERIFICATION OF DIMENSIONS

A. Before ordering any materials or doing any work, the Contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the Work. No extra compensation will be allowed on account of differences between the dimensions shown on the Drawings and actual dimensions.

### 1.02 PLANS AND SPECIFICATIONS

A. The Specifications and the Drawings (Plans) are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any Work or material called for by either shall be provided as if called for by both. If any contradictions are discovered, notify the Project Engineer. As a general rule, the more stringent method shall be followed.

### 1.03 EXECUTION OF THE WORK

A. Sections of Division 1 General Requirements govern the execution of the Work of all Special Provision 907-242 Specifications.

#### 1.04 WORKMANSHIP

A. All Work as described or required shall be executed in a neat, skillful manner, in accordance with the best-recognized trade practice. Only competent workmen (including the superintendent), who work and perform their duties satisfactorily shall be employed on the Project. When requested by the Project Engineer, the Contractor shall discharge and shall not re-employ on the Project, any person who commits trespass or who is, in the opinion of the Project Engineer, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

#### 1.05 USE OF SITE AND FACILITIES

A. Contractor shall not allow tradesman, technicians and laborers to enter other portions of the existing facilities except as predetermined and approved by the Project Engineer. Existing utilities shall not be interrupted unless pre-approved by the Project Engineer. Parking for construction vehicles shall be in areas designated by the Project Engineer at the Pre-construction Conference.

#### 1.06 UTILITIES

- A. The Contractor shall furnish utilities for construction (electricity and water) and must pay for any necessary modifications.
- 1.07 CHANGES IN THE WORK
  - A. Change Order and Supplemental Agreement: Contractor's price for changes in the Work shall not exceed the following allowance for overhead and profit, included in the total cost (Provide invoice on all material).

- B. The maximum cost included in a Change Order (Supplemental Agreement) for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order (Supplemental Agreement).
- C. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 109.04 of the Mississippi Standard Specifications for Road and Bridge Construction, Mississippi State Highway Department, 2004 Edition.
- D. In order to facilitate checking of quotations for extras or credits, all Proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, bond, materials and equipment.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 01 10 00 SUMMARY

PART 1 - GENERAL

- 1.01 WORK COVERED BY CONTRACT DOCUMENTS
  - A. Work covered by the Contract Documents shall be provided by one (1) General Contractor as one (1) Contract to improve the site at Summit, Pike County, Mississippi. Separate Lump Sums as described in these Specifications and Drawings are to be given for each of the following separate descriptions.
    - 1. 907-242-PP005: Removal of Northeast Walkway Cover.
    - 2. 907-242-PP005: Removal of Southeast Walkway Cover.
    - 3. 907-242-PP003: Construction of Northeast Walkway Cover.
    - 4. 907-242-PP003: Construction of Southeast Walkway Cover.
  - B. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.
  - C. Contractor's Duties:
    - 1. Except as specifically noted, provide and pay for:
      - a. Labor, materials, equipment.
      - b. Tools, construction equipment, and machinery.
      - c. Other facilities and services necessary for proper execution and completion of the Work.
    - 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
    - 3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
      - a. Permits
      - b. Government Fees
      - c. Licenses
    - 4. Give required notices.
    - 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
    - 6. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
    - 7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
    - 8. Schedule of Values: Submit 5 copies to the MDOT Architectural Services Unit a Schedule of Values as described in Section 01 29 73 of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer and Contractor.

- 9. Sub-Contractors List: Submit 5 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm's name, contact person, street address, e-mail address, telephone and fax numbers. Submit original to Contract Administration Division and one copy to the Project Engineer and to the MDOT Architect CAD-720 form REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.
- 10. Coordination: The Contractor is responsible for the coordination of the total Project, which includes this Special Provision. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01 31 00– Project Management & Coordination.

### 1.02 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at the site to areas permitted by:
  - 1. Law
  - 2. Ordinances
  - 3. Permits
  - 5. Contract Documents
  - 5. Owner
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of MDOT, store owners and shoppers in City of Summit, or other Contractors.
- F. Obtain and pay for use of additional storage of work areas needed for operations.
- G. Limit use of site for work and storage to the area indicated on the Drawings or as directed by the Project Engineer.
- 1.03 SPECIFICATION FORMATS AND CONVENTIONS
  - A. Specification Format: These Specifications are organized into Groups, Subgroups, Divisions and Sections using CSI / CSC's "MasterFormat" 2004 Edition numbering system.
    - 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in Divisions 02 through 49 in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 26 00

- PART 1 GENERAL
- 1.01 SCOPE
  - A. This Section describes the procedures for processing Change Orders (Supplemental Agreements) by the Project Engineer and the Contractor.
- 1.02 CHANGE ORDER PROCEDURES
  - A. Change Proposed by the Project Engineer: The Project Engineer may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor shall prepare and submit an estimate within 10 days.
  - B. Change Proposed by the Contractor: The Contractor may propose a change by submitting a request for change to the Project Engineer, describing the proposed change and it's full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 62 14 Product Options and Substitution Procedures.
  - C. Contractor's Documentation:
    - 1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
    - 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
    - 3. On request, provide additional data to support computations:
      - a. Quantities of products, labor, and equipment.
      - b. Taxes, insurance and bonds.
      - c. Overhead and profit.
      - d. Justification for any change in Contract Time.
      - e. Credit for deletions from Contract, similarly documented.
    - 4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:
      - a. Origin and date of claim.
      - b. Dates and time work was performed and by whom.
      - c. Time records and wage rates paid.
      - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - D. Construction Change Directive: The Project Engineer may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order (Supplemental Agreement). The document will describe changes in the Work, and will designate method of determining any change in the Contract Sum or Contract Time. The change in Work will be promptly executed.
  - E. Format: The Project Engineer will prepare 5 originals of the Change Order (Supplemental Agreement) using the Mississippi Department of Transportation's Change Order (Supplemental Agreement) Form.

- F. Types of Change Orders (Supplemental Agreements):
  - 1. Stipulated Sum Change Orders: Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order (Supplemental Agreement) as approved by the Project Engineer and the MDOT Architect.
  - Agreement) as approved by the Project Engineer and the MDOT Architect.
     Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order (Supplemental Agreement) will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order (Supplemental Agreement).
  - 3. Time and Material Change Order (Supplemental Agreement): Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Project Engineer will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Order (Supplemental Agreement): The Project Engineer will issue Change Orders (Supplemental Agreements) for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders (Supplemental Agreements) requires approval by the Owner.
- H. Correlation of Contractor Submittals: The Contractor shall promptly revise Schedule of Values and the Application for Payment forms to record each authorized Change Order (Supplemental Agreement)as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 29 00 PAYMEN

PAYMENT PROCEDURES

PART 1 - GENERAL

- 1.01 METHOD OF MEASUREMENT
  - A. The method of measurement and payment shall conform to the applicable provisions of Section 109 of the Standard Specifications for Road and Bridge Construction 2004 Edition.
- 1.02 BASIS OF PAYMENT
  - A. This Work will be paid for by Contract Sum for the construction in District Seven. The Work includes Walkway Cover Replacement in Summit, Pike County, Mississippi. The Contract Sum shall be full compensation for all site work, for furnishing all materials, and all other Work and effort of whatever nature in the removal of existing and construction of the walkway cover improvements, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete the Work.
  - B. Payment will be made under:

ΤΟΤΑ	L PROJECT CONTRACT SUM	LUMP SUM
\$.	907-242-PP003 Construction of Southeast Walkway Cover: MDOT Project No. STP-2175-00(012) 106194 Special Provision No. 907-242-29	lump sum
3.	907-242-PP003 Construction of Northeast Walkway Cover: MDOT Project No. STP-2175-00(012) 106194 Special Provision No. 907-242-29	lump sum
2.	907-242-PP005 Removal of Southeast Walkway Cover: MDOT Project No. STP-2175-00(012) 106194 Special Provision No. 907-242-29	lump sum
1.	907-242-PP005 Removal of Northeast Walkway Cover: MDOT Project No. STP-2175-00(012) 106194 Special Provision No. 907-242-29	lump sum

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 29 73

#### SCHEDULE OF VALUES

PART 1 - GENERAL

- 1.01 DESCRIPTION
  - A. Scope: Submit 5 copies of the Schedule of Values to the MDOT Architect, with a copy of the Transmittal Letter to the Project Engineer, at least 10 days prior to submitting first Application for Payment. Upon Project Engineer's request, support the values given with data substantiating their correctness. Payment for materials stored on site will be limited to those listed in Schedule of Unit Material Values. Use Schedule of Values only as basis for contractor's Application for Payment.
  - B. The [5] copies of the Schedule of Values will be reviewed as Submittal #1. A copy of this submittal will be reviewed by the MDOT Architect. One copy will be retained by MDOT Architectural Services, one sent to Contract Administration for use in reviewing requests for Permission to Sub-Contract (CAD-720 Form), one sent to the Project Engineer, and two returned to the Contractor. If any extra copies are needed for the Contractor, adjust number submitted.
  - C. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703-1992, using Table of Contents of this Specification as basis for format for listing costs of Work for Sections under Divisions 02 - 49. Identify each line item with number and title as listed in Table of Contents of this Specification.
  - D. Preparing Schedule of Values:
    - 1. Itemize separate line item costs for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls, and closeout documents.
    - 2. Itemize separate line item cost for Work required by each Section of this specification. Breakdown installed cost with overhead and profit.
    - 3. For each line item, which has installed value of more than \$20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total shown for 907-242 Pay Items.
    - 4. Group line items to show subtotal of 907-242 Pay Items with the same amounts indicated on the Bid Forms.
  - E. Preparing Schedule of Unit Material Values:
    - 1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.
    - 2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.
  - F. Review and Re-submittal: After Project Engineer / MDOT Architect's review, if requested, revise and resubmit schedule in same manner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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Schedule of Values

SECTION 01 31 00

#### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Scope: To set forth procedures, conditions and responsibility for coordination of the total project.
- B. Project Coordinator: The General Contractor shall designate one individual as Project Coordinator (Superintendent), as referred to in the General Conditions. Prior to beginning Work his name, qualifications and address shall be submitted, in writing, to the MDOT Executive Director with copies to the Construction Engineer, Contract Administration Engineer, District Engineer, Project Engineer and MDOT Architect. Upon approval, he will remain until the Project is completed and cannot be removed during construction without just cause and without the written consent of the Project Engineer.

#### 1.02 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.03 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
- 1.04 DUTIES OF PROJECT COORDINATOR (SUPERINTENDENT)

#### A. General:

- 1. Coordination: Coordinate the work of all subcontractors and material suppliers.
- 2. Supervision: Supervise the activities of every phase of Work taking place on the project.
- 3. Contractor's Daily Job Diary: Submit copy of daily job dairy to Project Engineer and MDOT Architect each Monday for previous week.
- 4. Electrical: Take special care to coordinate and supervise the Work of electrical and other subcontractors.
- 5. Communication: Establish lines of authority and communication at the job site.
- 6. Location: The Project Coordinator (Superintendent) must be present on the job site at all times while work is in progress. Superintendent shall advise Project Engineer of an intended absence from the work and designate a person to be in charge of the Work during such absence.
- 7. Permits: Assist in obtaining building and special permits required for construction.
- B. Interpretations of Contract Documents
  - 1. Consultation: Consult with Project Engineer to obtain interpretations.
  - 2. Assistance: Assist in resolution of any questions.
  - 3. Transmission: Transmit written interpretations to concerned parties.
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01 31 00-1 Project Management and Coordination

- C. Cessation of Work: Stop all Work not in accordance with the requirements of the Contract Documents.
- D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
  - 1. Enforce all safety requirements.
  - 2. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
  - 3. Cutting and Patching: Supervise and control all cutting and patching of other trades work.
  - 4. Project Meetings: Schedule with Project Engineer's approval and attend all project meetings.
  - 5. Construction Schedules: Prepare and submit all construction schedules. Supervise Work to monitor compliance with schedules.
  - 6. Shop Drawings, Product Data and Samples: Administer the processing of all submittals required by the Project Manual.
  - 7. Testing: Coordinate all required testing.
  - 8. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities.
  - 9. Substitutions and Product Options: Administer the processing of all substitutions.
  - 10. Cleaning: Direct and execute a continuing (daily) cleaning program throughout construction, requiring each trade to dispose of their debris.
  - 11. Project Closeout: Collect and present all closeout documents to the Project Engineer.
  - 12. Project Record Documents: Maintain up-to-date Project Record Documents.
- E. Changes: Recommend and assist in the preparation of requests to the Project Engineer for any changes in the Contract.
- F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

#### 1.05 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of Mechanical and Electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if required.

- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- 1.06 SUBCONTRACTOR'S DUTIES
  - A. The Subcontractor is responsible to coordinate and supervise his employees in the Work accomplished under his part of the Contract.
  - B. Schedules: Conduct Work to assure compliance with construction schedules.
  - C. Suppliers: Transmit all instructions to his material suppliers.
  - D. Cooperation: Cooperate with the Project Coordinator and other subcontractors.
- 1.07 REQUESTS FOR INTERPRETATION (RFIs)
  - A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
    - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
    - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
  - B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
    - 1. Project name.
    - 2. Date.
    - 3. Name of Contractor.
    - 4. Name of Architect.
    - 5. RFI number, numbered sequentially.
    - 6. Specification Section number and title and related paragraphs, as appropriate.
    - 7. Drawing number and detail references, as appropriate.
    - 8. Field dimensions and conditions, as appropriate.
    - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
    - 10. Contractor's signature.
    - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
      - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
  - C. Hard-Copy RFIs: CSI Form 13.2A
    - 1. Identify each page of attachments with the RFI number and sequential page number.
  - D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
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- 1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete RFIs or RFIs with numerous errors.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log the first week of each month. Use CSI Log Form 13.2B. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 33 00

#### SUBMITTAL PROCEDURES

PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Scope: Submit to the MDOT Architectural Services Unit shop drawings, product data, and samples required by Specification Sections. Faxed submittals WILL NOT be accepted. DO NOT submit Material Safety Data Sheets for approval. Refer to Section 01 62 14 Product Options and Substitution Procedures, for requirements concerning products that will be acceptable on this Project.
  - B. Shop Drawings: Original (LEGIBLE) drawings (NO FAXED COPIES) prepared by Contractor, subcontractor, supplier or distributor which illustrates actual portions of the Work; showing fabrication, layout, setting or erection details. REPRODUCTIONS of the Contract Drawings WILL NOT be acceptable. Minimum requirements for shop drawings shall include the following:
    - 1. Prepared by a qualified detailer.
    - 2. IDENTIFY DETAILS BY REFERENCE TO SHEET AND DETAIL NUMBERS SHOWN ON CONTRACT DRAWINGS.
    - 3. Minimum sheet size: 8-1/2 inches by 11 inches.
    - 4. Maximum sheet size: 24 inches by 36 inches.
    - 5. Shop drawings shall be stamped and signed by the Contractor certifying accuracy, completeness and COMPLIANCE with Contract requirements PRIOR TO SUBMITTING to the MDOT Architectural Services Unit.
  - C. Product Data: Minimum information (NO FAXED COPIES) submitted shall include the following:
    - 1. Manufacturer's standard schematic drawings: Modify drawings to delete information that is not applicable to the Project. Supplement standard information to provide additional information applicable to Project.
    - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: CLEARLY MARK each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
    - 3. Product Data shall be stamped and signed by the Contractor certifying accuracy, completeness and COMPLIANCE with contract requirements PRIOR TO SUBMITTING to the MDOT Architectural Services Unit.
  - D. Samples: Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed Work is judged.
    - 1. Provide two copies each of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples.
    - 2. Samples remain the property of the Architectural Services Unit until completion of construction of the Project.
    - 3. Samples (except for color charts/samples) will not be required when specified product is submitted.
    - 4. If a specified product color is discontinued, Contractor shall notify Project Engineer promptly to determine if it affects other color selections.

- E. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer.
  - 1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
  - 2. Work shall not be allowed using these materials until the mock-up is approved.
  - 3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.
- F. Contractor Responsibilities:
  - 1. Review shop drawings, product data, and samples prior to submission.
  - 2. Verify field measurements, construction criteria, catalog numbers and other data.
  - 3. Coordinate each submittal with requirements of Work and Contract Documents.
  - 4. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's / Consultant's review of submittals.
  - 5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by review of submittals unless written acceptance of specific deviations is given.
  - 6. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
  - 7. Do not order materials or begin Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant's stamp and initials indicating review.
  - 8. After MDOT Architect / Consultant's review, distribute copies.
- G. Submission Requirements:
  - 1. Schedule submission with ample time given to review submittals prior to being needed.
  - 2. Submit six (6) COPIES of shop drawings and product data with additional number of copies, if required, by Contractor for distribution.
  - 3. Partial submittals are NOT ACCEPTABLE, will be considered non-responsive, and will be returned without review.
  - 4. Submit number of samples specified in each Specification Section.
  - 5. Accompany submittals with transmittal letter, containing data, project title and number; Contractor's name and address; the number of each Shop Drawings, product data and samples submitted; notification of deviations from Contract Documents; and other pertinent data. Submittals shall be sent to MDOT Architect for review with copy of Transmittal Letter sent to Project Engineer.
  - 6. Each copy of submittal shall include a cover page with the following requirements:
    - a. Date and revision dates.
    - b. Project title and number.
    - c. The names of Project Engineer, Contractor, Supplier, Manufacturer, and separate detailer, when pertinent.
    - d. Identification of product or material.
    - e. Relation to adjacent structure or materials and COMPLETE dimensions.
    - f. Field dimensions, clearly identified as such.
    - g. SPECIFICATION SECTION NUMBER.
    - h. Applicable standards such as ASTM Number or Federal Specification.

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Submittal Procedures

- i. A blank space, 2 inches by 3 inches for the Reviewer's stamp.
- j. Identification to deviations from Contract Documents.
- k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents.
- H. Resubmission Requirements:
  - 1. Shop Drawings: Revise initial Drawings as required and resubmit as specified for initial submittal. Indicate on Drawings, all changes that have been made other than those required by the Reviewer.
  - 2. Product Data and Samples: Submit new data and samples as required for initial submittal.
- I. Distribution of Submittals after Review:
  - 1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's stamp to: Project Engineer's File, Architectural Services Unit File, Materials' File (if concrete), Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.
  - 2. Distribute samples as directed. The Project Engineer and MDOT Architect shall retain one of each.
- J. MDOT Architect's Duties:
  - 1. Review submittals with reasonable promptness.
  - 2. Review for design concept of Project and information given in Contract Documents.
  - 3. Review of separate item does not constitute review of an assembly in which item functions.
  - 4. Affix stamp and initial, or signature, certifying the review of submittal.
  - 5. Return submittals to the Architectural Services Unit, which will retain one copy and forward one copy to the Project Engineer, one copy to the Materials Engineer (if concrete), and the remainder to the Contractor.
  - 6. Retain one copy of reviewed submittals.
- K. Delays attributable to untimely submittals, submittals not approved, or time taken to resubmit WILL NOT serve as a basis for a Contract Time extension.
- L. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.
- M. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:
  - 1. Satisfactory written evidence is presented to and approved by the Project Engineer, that manufacturer cannot make scheduled delivery of accepted item, or;
  - 2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
  - 4. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 - PRODUCTS & PART 3 - EXECUTION (

(Not Used)

SECTION 01 35 16

PART 1 - GENERAL

#### 1.01 SECTION INCLUDE

- A. Project coordination and assignment of the work of all Parties and the scheduling of all elements of alterations and renovation work by procedures and methods to expedite completion of the Work for each Part.
- B. The Work to be assigned, coordinated and scheduled includes, but is not limited to, the following:
  - 1. The work of each Division and Section of the Specifications as shown on the Drawings and in the Specifications.
  - 2. The procedures and activities required under the provisions of this Section.

#### 1.02 PROJECT COORDINATION

- A. Definition: Project Coordination is the process utilized to guide all participants in the Project's construction and includes assigning, scheduling, expediting, reviewing, and modifying, as appropriate, the activities required to produce the total Work to the designated quality and within the assigned time.
- B. Responsibility: Except otherwise provided by the Contract Documents, all Project Coordination shall be the entire responsibility of the Contractor. The Contractor shall set forth procedures and conditions for coordination of the Work and shall personally be responsible for the implementation of the required coordination which shall include the following:
  - 1. Communications: Establish lines of authority and communication at the Job Site.
  - 2. General Coordination: Closely coordinate all work of Project participants to effect quality construction and steady progress in all phases and aspects of the Work with a minimum of delays and interference.
  - 3. Supervision: Supervise the activities of every phase of the Work of the Project. Make frequent inspections of the Work to determine progress and quality; proceed immediately to remedy problems and to effect changes needed in the construction process and personnel.
  - 4. Interpretations of Contract Documents:
    - a. Consultation: Consult with MDOT Architect to obtain interpretations.
    - b. Assistance: Assist in resolution of any questions.
    - c. Stop all work not in accordance with the requirements of the Contract Documents.
  - 5. Division One: Coordinate requirements of Division One and specifically as follows:
    - a. Testing: Coordinate all required testing. Refer to Section 01 45 29.
    - b. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities. Refer to Section 01 50 00.
    - c. Cutting and Patching: Supervise and control all cutting and patching. Refer to Section 01 73 29.

- d. Cleaning: Direct and execute a continuing cleaning program throughout the construction, requiring each trade to dispose of their own debris, except as otherwise provided in the Contract Documents. Refer to Section 01 74 00.
- e. Project Record Documents: Maintain up-to-date project record documents. Refer to Section 01 78 39.
- 6. Enforce all safety requirements.
- 7. Maintain quality control of all work.

### 1.03 QUALITY CONTROL

- A. Assign all elements of the work to trades qualified to perform each type of work.
- B. Patch, repair and refinish existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.

#### 1.04 PROJECT MEETINGS

- A. When required by Project Engineer / MDOT Architect or by individual Specification Sections, convene meetings to coordinate the Work and / or to review conditions at the Site and to outline procedures by which the Work will be performed. Refer to Section 01 31 00.
- B. Require attendance by all affected Parties.
- 1.05 CONSTRUCTION ACCESS: Access to construction area for construction materials and exit way for demolition debris shall be as directed by the Project Engineer.
- 1.06 PROTECTION OF WORK
  - A. Protect from damage, existing finishes, equipment, adjacent work scheduled to remain, and all new work.
    - 1. Protect existing and new work from temperature extremes.
    - 2. Provide heat and humidity control as needed to prevent damage to existing work and new work.
    - 3. Provide dust partitions as needed to prevent damage to existing work and new work.

### 1.07 CUTTING AND PATCHING

- A. Scope: Provide the necessary cutting, fitting and patching required to complete all elements of the Work including, but not limited to, the following procedures:
  - 1. To integrate with other work, to fit properly together.
  - 2. To uncover work to provide for installation of ill-timed work.
  - 3. To remove and replace defective and / or non-conforming work.
  - 4. To remove installed material for testing.
  - 5. To provide openings for penetration of mechanical and electrical work.
- B. Preparation: Prior to commencing cutting and patching, examine existing conditions (including structure and elements subject to movement) and advise Project Engineer in writing of any condition that could be adversely affected by cutting and patching.

- 1. Submit written request in advance of cutting or alteration that affects:
  - a. Structural integrity of any element of the Project.
  - b. Integrity of weather-exposed or moisture-resistant element.
  - c. Efficiency, maintenance, or safety of any operational element.
  - d. Visual qualities of sight exposed elements.
  - e. Work of User or separate contractor.
- 2. Include in the request:
  - a. Identification of Project.
  - b. Location and description of affected work.
  - c. Necessity for cutting or alteration.
  - d. Description of proposed work, and products to be used.
  - e. Alternatives to cutting and patching.
  - f. Effect on work of User or separate contractor.
  - g. Written permission of affected separate contractor.
  - h. Date and time work will be executed.
- C. Procedures: Perform cutting and patching as required in Part 3 Execution of this Section.
  - 1. Proceed only when permitted and after temporary supports and other devices are in place to ensure structural integrity and to protect other portions of the Project from damage.
  - 2. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
  - 3. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval from the Project Engineer.
  - 4. Restore work with new products in accordance with requirements of the Contract Documents.
  - 5. Fit work air tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
  - 6. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
  - 7. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

# 1.08 WORK RESTRICTIONS

- A. Project participants shall not perform any work on any Sunday or any Legal Holidays (as defined in Section 3-3-7, Mississippi Code of 1972, Annotated) except as required by emergency conditions and approved by the Project Engineer.
- B. "No Smoking" shall be observed in the work areas.

# PART 2 - PRODUCTS

# 2.01 SALVAGED MATERIALS

- A. Coordinate with Project Engineer in identifying salvageable materials. The Owner has first right of refusal for all items.
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- B. Contractor shall take proper care in removing and placement where directed in designated area on Site.
- C. Salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when material is not readily obtainable on current market.
  - 1. Items not required for use in repair of existing work to remain shall be discarded if of no value to the Owner.
  - 2. Do not incorporate salvaged or used material in new construction unless approved in writing by the Project Engineer.

#### 2.02 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

- A. Provide products or types of construction same as in existing structure, as needed to patch, extend or match existing work to make work complete and consistent to standards of quality of connected and / or similar adjacent construction. Except otherwise indicated all products shall be new.
- B. Where Contract Documents do not define products or standards of workmanship in existing construction, Contractor shall determine products by inspection and any necessary testing, and upgrade by use of the existing as a sample of comparison.

#### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that demolition is complete and areas are ready for beginning of repairing, refinishing and new construction.
- 3.02 PREPARATION: Cut, move, or remove existing construction as necessary for access to alterations and renovations work; repair, replace, and restore where existing affected construction is to remain a part of final completed work.
- 3.03 ADJUSTMENTS
  - A. Where partitions are removed, patch floors, walls, and ceilings for installation of new materials.
  - B. Where removal of partition(s) results in adjacent spaces becoming one space, rework floor surfaces and ceilings to provide smooth planes without breaks, steps, or bulkheads.
  - C. Where extreme change of plane occurs, request instructions from MDOT Architect as to method of making transition.
  - D. Where new work adversely affects existing conditions beyond work limits defined, new work shall extend to facilitate proper joining and finishing of work.

#### 3.04 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface which as a result of this construction, is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
  - 1. Provide adequate support of substrate prior to matching the finish.

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- 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
- B. Patch and replace any portion of an existing surface to be refinished as a finished surface that is found to be damaged, lifted, discolored or show imperfections that renders surface or substrate unsuitable for application of new finish material.
  - 1. Refinish patched portion to match existing adjacent surface in order to produce a uniform color and texture.
- C. Where new or existing wall is patched or damaged, the wall surface shall be patched and refinished from base to ceiling and end to end, or nearest natural break, and shall match new work in quality.

### 3.05 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth and workmanlike transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division.
- 3.06 CLEANING PERIODIC AND FINAL
  - A. General Requirements:
    - 1. Maintain the Project Space, including areas used for passage of Project personnel and materials, in a neat, clean and orderly condition at all times.
    - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the Work.
    - 3. Provide adequate storage for all items awaiting removal from Site, observing all requirements for fire prevention and protection of the environment.
  - B. Periodic Cleaning, as follows:
    - 1. Daily and more often if necessary, inspect the Project Space and pick up all scrap, debris, and waste material; remove to designated storage.
    - 2. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
    - 3. One each week, more often if necessary, remove all stored waste material and legally dispose of off the Site.
  - C. Final Cleaning: Under provision of Section 01 74 00.

### SECTION 01 42 19

REFERENCES

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
  - A. Basic Contract Definitions.
  - B. Identification and purpose of Reference Standards.
  - C. Administrative procedures and responsibility for the use of Reference Standards..

### 1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Reviewed": The term "Reviewed", when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The terms "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 1. Using a term such as "carpentry" does not imply that accredited or unionized individuals of a corresponding generic name, such as "carpenter", must perform certain construction activities. It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

K. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.03 IDENTIFICATION AND PURPOSE

- A. Identification: Throughout the Contract Documents are references to nationally known and recognized Codes, Reference Standards, Reference Specifications, and similar documents that are published by Regulatory Agencies, Trade and Manufacturing Associations and Societies, Testing Agencies and others. References also include certain Project Documents or designated portions.
- B. Purpose: All named and otherwise identified "Reference Standards" are "by reference" hereby incorporated into these Specifications as though fully written and hereby serve to establish specific requirements and pertinent characteristics for materials and workmanship as well as methods for testing / reporting on compliance thereto.

#### 1.04 PROCEDURES AND RESPONSIBILITIES

- A. Compliance with Laws and Codes of governmental agencies having jurisdiction shall be mandatory and take precedence over the requirements of all other Reference Standards. For products or workmanship specified by Associations, Trade, or Federal Standards, comply with the requirements of the standard, except when supplemented instructions indicate a more rigid standard and / or define more precise requirements. Should specified reference standards conflict with regulatory requirements or the Contract Documents, request Architect's clarification before proceeding.
- B. The Contractor (including any and all Parties furnishing and / or installing any portion of The Work) shall be familiar with the indicated codes and standards. It shall be the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify (and provide written certification, when required) that the items procured for use in this Work (and their installation, as applicable) meet or exceed the specified requirements.
- C. When date of Reference Document is not specified, conform to latest edition of said Document except when earlier editions are specifically required by Codes.
- D. The contractual relationship of the Parties to the Contract shall not be altered from the requirements of the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 43 00

QUALITY ASSURANCE

PART 1 - GENERAL

- 1.01 WORK QUALITY
  - A. Shop and field work shall be performed by mechanics, craftspersons, artisans, and workers skilled and experienced in the fabrication and installation/application of the work involved. The Work of this Project shall be performed in accordance with the Drawings, reviewed and approved shop drawings, and these Specifications. Quality of work shall conform to the highest established standards and practices of the various trades involved.
  - B. All work shall be erected and installed plumb, level, square, and true, or true to indicated angle, and in proper alignment and relationship to the work of other trades. Finished work shall be free from defects and damage.
  - C. Nothing specified in these Specifications shall be construed as relieving the Contractor of any responsibility for the quality of the finished work. Surfaces on which specified finishes are to be applied shall be in proper condition in every respect for superior finished work and long life without defects.
  - D. The Contractor's performance of the work hereunder shall be to the satisfaction of the Architect. The Architect reserves the right to reject materials and work quality which are not considered to be up to the accepted high standards of the various trades involved. Such inferior material or work quality shall be repaired or replaced, as directed by the Architect, at no additional cost to the Owner.

### 1.02 MANUFACTURERS' SPECIFICATIONS AND INSTRUCTIONS

- A. Unless otherwise indicated or specified, manufactured materials, products, processes, equipment, systems, assemblies, and the like shall be erected, installed, or applied in accordance with the manufacturers' instructions, directions, or specifications. Said erection, installation, or application shall be in accordance with printed instructions furnished by the manufacturer of the material or equipment concerned for use under conditions similar to those at the jobsite. Two copies of such instructions shall be furnished to the Architect, and the Architect's acceptance therefore shall be obtained before work is begun.
- B. Any deviation from the manufacturers' printed recommendations shall be explained and acknowledged as correct and appropriate for the circumstances, in writing, by the particular manufacturer. Any deviations must be reviewed by the Architect prior to any action by the Contractor. The Contractor will be held responsible for installations contrary to the respective manufacturers' recommendations.

#### 1.03 SPECIALIST APPLICATOR/INSTALLER

A. Materials, equipment, systems, and assemblies requiring special knowledge and skill for the application or installation of such materials, equipment, systems, or assemblies shall be applied or installed by the specified product manufacturer or its authorized representative or by a skilled and experienced subcontractor qualified and specializing in the application or installation of the specified product with at least five years of successful experience in the type of work indicated and specified.

- B. The installation subcontractor shall be approved by the product manufacturer, as applicable, and a copy of the installer's approval letter from the manufacturer shall be submitted to the Architect.
- 1.04 MANUFACTURER'S FIELD SERVICES
  - A. The manufacturer of a product, system, or assembly which requires special knowledge and skill for the proper application or installation of such product, system, or assembly shall provide appropriate field or job service at no additional cost to the Contractor or Owner. The manufacturer shall inspect and approve the application or installation work.
  - B. The Contractor shall make all necessary arrangements with the manufacturer of the products to be installed to provide onsite consultation and inspection services to assure the correct application or installation of the product, system, or assembly.
  - C. The manufacturer's authorized representative shall be present at the time any phase of this work is started.
  - D. The manufacturer shall inspect and approve all surfaces over which, or upon which the manufacturer's product will be applied or installed.
  - E. The manufacturer's representative shall make periodic visits to the site as the work proceeds as necessary for consultation and for expediting the work in the most practical manner.

## 1.05 TOLERANCES

- A. Walls: Finished wall surfaces shall be plumb and shall have a maximum variation of 1/8 inch in 8 feet when a straightedge is laid on the surface in any direction, and no measurable variation in any 2-foot direction.
- B. Ceilings: Finished ceiling surfaces shall present true, level, and plane surfaces, with a maximum variation of 1/8 inch in 8 feet when a straightedge and water level are laid on the surface in any direction and no measurable variation in any 2-foot direction.
- C. Concrete floors: Tolerances for concrete floors and pavement are specified in Division 3.
- D. Wood and Plywood Subfloors: Subfloor surfaces shall be level and shall have a maximum variation of plus or minus 1/8 inch in 10 feet. An additional tolerance of plus 1/4 inch per 2 feet of unsupported span will be allowed for camber.
- E. Finished Floors: Level to within plus or minus 1/8 inch in 10 feet for hardwood and resilient floor coverings.

## 1.06 PROTECTION OF WOOD

- A. Provide protection of all wood materials and products, whether or not installed, including erected and installed wood framing and sheathing, from water and moisture of any kind until completion and acceptance of the project.
- B. The Contractor shall keep informed of weather conditions and forecasts, and when there is a likelihood of rain, shall protect installed and exposed framing and sheathing and stored lumber exposed to the elements with suitable water-repellent coverings, such as canvas tarpaulins and polyethylene sheeting.

- C. Likewise, millwork and trim, paneling, cabinets, shelving, and products manufactured from wood shall be kept under cover and dry at the shop until time for delivery. Such materials shall not be delivered to the site until the building is roofed, and exterior walls are sheathed and protected with building paper as a minimum, the doors and windows are installed and glazed, and there is ample interior storage space for such materials and products. Delivery shall not occur during periods of rain, heavy dew, or fog.
- D. Wood materials or products which become wet from rain, dew, fog, or other source will be considered to have moisture damage and will be rejected, requiring replacement by the Contractor with new, dry materials or products at no increase in the Contract Price. Excepted materials: installed exterior wood siding, exterior wood trim, exterior wood doors, and exterior wood windows, after specified treatments, such as exterior wood stain or paint, have been applied.

## 1.07 GROUT FILL

- A. In applications where the grout installation may be subjected to moisture, the manufacturer shall submit a letter stating that the entire grout matrix does not contain any of the following:
  - 1. Added gypsum.
  - 2. Plaster-of-paris.
  - 3. Sulfur trioxide levels in a portland cement component exceeding ASTM C 150's published limits.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 45 29

PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Scope: The Contractor shall use testing laboratory services of the Mississippi Department of Transportation for all testing required in this Section. These services will be provided to the Contractor by the MDOT at no charge. Use of said services shall in no way relieve the Contractor of his obligation to perform Work in accordance with the Contract.
  - B. Inspection, Sampling and Testing are required for:
    - 1. Section 31 23 12, Excavation, Fill and Grading.
    - 2. Section 03 20 00, Concrete Reinforcing.
    - 3. Section 03 30 00, Cast-In-Place Concrete.

## 1.02 LABORATORY'S DUTIES

- A. Materials will be inspected and sampled in accordance with current Mississippi Department of Transportation SOP pertaining to inspecting and sampling.
- B. Prepare reports of inspections and tests including:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory, name and address.
  - 4. Name and signature of inspector.
  - 5. Date of inspection or sampling.
  - 6. Record of temperature and weather.
  - 7. Date of test.
  - 8. Identification of product and Specification Section.
  - 9. Location of Project.
  - 10. Type of inspection or test.
  - 11. Observations regarding compliance with Contract Documents requirements.
- C. Distribute copies of reports of inspections and tests to Project Engineer and one copy to the MDOT Architect.

## 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel to provide to laboratory in required quantities preliminary representative samples of materials to be tested.
- B. When required, furnish copies of mill test reports. Furnish to laboratory, casual labor to obtain and handle samples at the site and to facilitate inspections and tests.
- C. Provide facilities for laboratory's exclusive use for storage and curing of test samples.
- D. Notify laboratory in advance of operations to allow for assignment of personnel and scheduling of tests.

## 1.04 MATERIAL CERTIFICATIONS AND CERTIFIED TEST REPORTS

- A. All certifications shall meet the following requirements:
  - 1. Have letterhead of the manufacturer, producer, supplier, or fabricator.
  - 2. Include the project number.
  - 3. Itemized list of materials covered by the certification.
  - 4. Contain a material conformance statement, which certifies that the materials conform to the specific specification requirements.
  - 5. Certification for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
  - 6. Signature of a responsible company official.
- B. All certified test reports shall meet the following requirements:
  - 1. Have letterhead of the manufacturer, producer, supplier, fabricator, or laboratory.
  - 2. Include name and description of material, lot, batch, or heat number, etc., as applicable.
  - 3. Show results of each required test, and state that the test was run according to the test method specified.
  - 4. Test reports for all steel and steel wire products must also include a certified statement by the manufacturer that all of the manufacturing processes are of domestic origin.
  - 5. Signature of a responsible laboratory official.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 50 00

PART 1 - GENERAL

- 1.01 GENERAL
  - A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

#### 1.02 FIELD OFFICE AND STORAGE FACILITIES

- A. The Contractor shall not be responsible for construction of a field office. The Contractor shall provide, maintain, and remove when directed, suitable substantial and watertight temporary field office and storage shed(s), in locations on the site as directed by the Project Engineer, or his authorized representative and best suited for their respective uses, as follows:
  - 1. Field Office: The Contractor is not required to furnish a field office, but shall provide at the job site duplicates of all correspondence, shop drawings, plans, specifications, samples, etc. required to administer the Project. These duplicates will be permanently kept as reference and shall not be used in the field. Contractor shall provide the Project Engineer and the MDOT Architect with job site and emergency telephone numbers.
  - 2. Storage Facilities: It shall be the Contractor's option to provide watertight storage facilities for storage of cement, lime, and / or other materials subject to water damage. If storage facilities are used, it shall be of sufficient size to hold all materials required for logically grouped activities on the site at one time, and shall have floors raised at least 6 inches above the ground on heavy joists or sleepers. Fully enclosed trailer is allowed, but location must be coordinated with Project Engineer.
- 1.03 FURNISHING AND MAINTENANCE OF EQUIPMENT
- A. Furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc. as required for proper execution of the Work of all trades. All such apparatus, equipment and construction shall meet all the requirements of the Labor Law and other applicable State or local laws
- 1.04 ELECTRIC LIGHTS AND POWER
- A. Supply lights and power when necessary for the progress of the Work. The operating costs shall be borne by the Owner. Temporary wiring, where required, shall be run in conduits.
- 1.05 WATER
  - A. Supply water service. The operating costs shall be borne by the Owner.
- 1.06 ROADS AND ACCESS
  - A. The drive is to remain open at all times. A flagman will be required to control traffic when construction vehicles are present.
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01 50 00-1

## 1.07 TOILETS FOR WORKMEN

A. Provide and maintain all necessary toilets for workmen. Toilets are to be maintained in strict accordance with the regulations of the State Board of Health. The toilets are to be located on the site as directed by the Project Engineer or his authorized representative.

## 1.08 SECURITY / PROTECTION PROVISIONS

- A. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs / lights, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Project Site(s).
- B. Barricades and Construction Fence: Provide and erect all necessary barricades and any other protection required. Provide all necessary warning and danger lights from twilight to sunrise.
- C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease/oil flammable liquid fires: provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at Project Site, at time of their first arrival, on proper use of extinguishers and other available facilities at Project Site. Post local fire department call number on each telephone instrument at Project Site.
- D. Environmental Protection Procedures: Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project Site.
- E. Water Control: Provide pumps as required to keep the excavation free from standing water and shall slope the excavation to prevent water from running toward existing buildings at all times.
- 1.09 BURNING OF TRASH
  - A. No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

## 1.10 POWDER ACTUATED TOOLS

- A. The use of powder actuated tools shall be prohibited from use during all phases of the construction, unless explicitly approved in writing, prior to construction, by the Project Engineer.
- 1.11 FIRE HAZARDS
  - A. Special precautions shall be taken to reduce fire hazards where electrical or gas welding or cutting Work is done and suitable fire extinguishing equipment shall be maintained near such operations.

## 1.12 CONDUCT OF WORKERS

A. Workmen, who, because of improper conduct or persistent violation of Owner's requirements, become objectionable, shall be removed at the Owner's request. Inform all workmen of Owner's requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**SECTION 01 61 15** 

PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- Α. The products of The Work and the requirements for their quality, delivery, handling, storage, protection and installation.
- 1.02 DEFINITIONS
  - "Products". Defined as: A. The materials, machinery, equipment, components, and systems, in whole or in part, incorporated into The Work. "Products" does not include materials, tools, devices, machinery, equipment and systems used for the preparation, manufacture, fabrication, conveying and installation of The Work.
  - "Level of Excellence". Defined as: The degree of quality for the Products and Workmanship of this Project. The required "degree of quality" shall be established on the basis of one or more of the following criteria which shall become the minimum Β. acceptable "level of excellence" for the Work of this Project:
    - Products selected by Architect / Engineer. 1.
    - Architect's / Engineer's Specifications.
    - 2. 3. Reference Standards.
    - 4. Manufacturer's Instructions.
    - 5. Industry Standards.

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- In the absence of all the criteria from the Specifications Section, the normal local Industry Standard shall prevail. The Party or Parties responsible for the required work shall be experienced in the work to be provided; shall have knowledge as to what, in the local area, constitutes "good and acceptable practice" in producing the completed Work of this Section, and will be expected to provide nothing less.
  - Example: Masonry and Drywall Contractors are expected to know that Industry Standards, "good practice", and "common sense" dictate, to prevent cracks in the completed work, control 1) joints must be installed at minimum distances or should be placed in certain locations where movement or other stress conditions are likely to occur. When such items are not specified or shown on the Drawings, the Contractor will be expected to request the MDOT Architect's clarification for location (primarily for esthetic considerations) and then provide not less than the minimum Industry Standard, at no additional cost to the Owner.
- C. "Standard of Quality". Defined as: A specific and particular manufacturer whose product(s) has / have been selected by the Architect as amply suitable to meet the Project requirements in one or more of the following criterions: appearance, physical attributes, performance characteristics, appropriateness for intended use, and cost.
  - The work of the individual Specification Section will be based on product(s) of 1. the "Standard of Quality Manufacturer" and the product(s) of that manufacturer, designated within the Specifications Section by catalog number(s) (or other identification), shall become "Standard of Quality Product(s) and the basis by which the product(s) of "Other Acceptable Manufacturers", and any substitutions, are judged.
  - In the absence of the designation "Standard of Quality", such as for generic 2. product, material or system, then the specified item (product, material or system) shall be the reference standard and shall become the "Standard of Quality".
- D. "Equivalent Products". Defined as: Products having a level of excellence which, in the MDOT Architect's judgment, is equal to the level of excellence established by the product(s) selected as Architect's / Engineer's "Standard of Quality".

- Ε. "Manufacturer". Defined as: An entity whose principal business is the manufacturing, fabricating, assembling, and / or supplying of products / systems from off site for incorporation (in whole, or in part, such as components of a system) into the construction at the Project Site.
  - 1. The Architect's / Engineer's selection of a particular manufacturer usually is on the basis of the manufacturer's reputation within the Construction Industry, and / or "track record" with the Architect / Engineer, for producing quality products on time, and providing responsive follow-up and reliable warranties. The terms "Fabricator" and "Supplier" used in these Specifications shall be
  - 2. synonymous with "manufacturer".
- F. "Other Acceptable Manufacturers". Defined as: Manufacturers who have qualifications and products similar to those of the "Standard of Quality" Manufacturer (see above) selected by Architect / Engineer and are therefore "acceptable" to offer any of their products considered to be "equivalent" to the specified product(s).
  - 1. To the best of the Architect's / Engineer's knowledge, information and belief, the manufacturers, listed as "Other Acceptable Manufacturers", now have products available that are considered to be "equivalent" to the specified product (or selection) of the "Standard of Quality" Manufacturer. Where no "Standard of Quality" is indicated then any of the "Acceptable Manufacturers" listed may offer products complying with the specified requirements.
  - 2. The inclusion of particular manufacturers as "Other Acceptable Manufacturers" does not signify that other (that is, unlisted) manufacturers are not acceptable or that they do not have equivalent products nor does the omission of any manufacturer's name indicate unacceptability for any reason.
  - Manufacturers, who are not listed in the Contract Documents, and who desire 3. consideration, must submit their product under provisions of Section 01 62 14 -Product Options and Substitutions Procedures.
- 1.03 QUALITY ASSURANCE – GENERAL
  - The quality of all products and workmanship shall be in accordance with the provisions Α. of this Section and the requirements of the individual Specifications Section.
  - Β. Whenever a "level of excellence" higher than the minimum industry standard is expected for products and workmanship, the more rigid standards and precise requirements will be indicated within individual Specifications Sections.
    - 1. Example: For whatever reason, the Architect may specify a "dry film thickness (DFT)" for a coating that is more than the manufacturer's recommendation or than normally available in a three coat system. It shall be the Contractor's responsibility to achieve the required DFT with one or more additional coats, none of which shall be more than the manufacturer's recommendation for wet film thickness, for a single coat, when applied.
  - C. Establishing and maintaining Project Quality Control shall be the responsibility of the Contractor.
- 1.04 QUALITY ASSURANCE – PRODUCTS
  - All products incorporated into The Work shall be new except where otherwise provided Α. by the Contract Documents and shall comply with the requirements of the individual Specifications Sections and as supplemented herein. All products incorporated into the Work shall be asbestos free. Products containing asbestos are not acceptable and will be considered as defective material. Whenever these products containing asbestos are discovered, they shall be removed from the Work at no cost to the Owner. Contractor shall certify that all materials incorporated into the Work are asbestos free, refer to Section 01 77 00 - Closeout Procedures.

- B. Matching / Mating of Products:
  - 1. Products required in quantity within a Specifications Section shall be the same, and shall be interchangeable.
  - 2. All manufactured products exposed to view, especially those considered as "Finishes" (including, but not limited to, items as floor material, wall coverings, glass, paint ceiling tile, that are installed or applied directly from manufacturer's containers), shall be of the same factory "run".
  - 3. The Contractor is expected to secure a sufficient quantity with initial purchase to avoid running short. Materials within an area that do not match, as a result of such failure, will be cause to reject all materials and will not be grounds for additional compensation.
- C. Extra Materials: When required by individual Specifications Sections, provide products, spare parts and maintenance material in condition and quantities required. All "extra materials" shall be of the same factory "run" as installed materials. Deliver to Project Site, properly store in appropriate locations, and obtain receipt from authorized person prior to Final Payment.
- 1.05 QUALITY ASSURANCE WORKMANSHIP
  - A. Comply with the "level of excellence" required by individual Specifications Sections. In the absence of specific requirements, comply with product(s) manufacturer's instructions and Industry Standards.
  - B. Use only suitably qualified craftsmen to produce work of the specified quality.
    - 1. Craftsmen shall be of excellent ability, thoroughly trained and experienced in types of work required, completely familiar with the quality standards, procedures and materials required.
    - 2. In the acceptance or rejection of manufactured and / or installed work, the MDOT Architect will make no allowance for the lack of skill on the part of workmen.
  - C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
  - D. Provide finishes to match approved samples.
  - E. Adjusting of Operating Products: As follows:
    - 1. Adjust moving parts of product / equipment (including, but not limited to, doors, drawers, hardware, appliances, mechanical and electrical equipment) to ensure smooth and unhindered operation and movement at time when Owner assumes control of item's use.
    - 2. All items shall be properly set, calibrated, balanced, lubricated, charged, and otherwise prepared and ready for intended use.
    - 3. Starting of Systems: When specified in individual Sections, require manufacturer's representative to be present at the Site to inspect, check, and approve equipment installation prior to start-up; to supervise placing equipment in operation; and to certify by written report that equipment has been properly installed, adjusted, lubricated, and satisfactorily operated under full load conditions.
    - 4. Equipment/systems Demonstrations and Personnel Instruction: When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems and to instruct Owner's personnel on proper operation and maintenance manuals as basis of instruction and demonstration. Include start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at schedule times, at equipment location.

## 1.06 TRANSPORTATION AND HANDLING

- A. Transport products by means and methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, keep dry.
- B. Provide equipment and personnel to handle products by means to prevent soiling or damage.
- C. Promptly inspect shipments for compliance with requirements, quantities, and damage.

### 1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Protect prefinished surfaces from damage or deterioration by acceptable means; do not use adhesive papers, sprayed or strippable coatings that bond when exposed to sunlight or weather.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering (do not use "Visqueen" or other polyethylene sheeting when subject to direct sunlight); provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surface in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under specified conditions and are fit for use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

MDOT – 7<sup>th</sup> District – Pike

SECTION 01 62 14

PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Scope: To give the product options available to the Contractor and to set forth the procedure and conditions for substitutions.
- 1.02 CONTRACTOR'S OPTIONS
  - A. For products specified only by reference standards, select any product meeting standards by any manufacturer.
  - B. For products specified by naming several (minimum of three) products or manufacturers, select any product and manufacturer named. Contractor must submit request, as required for substitution, for any product not specifically named and GIVE REASONS for not using product specified. Substitutions WILL NOT be granted unless reasons are considered justified.
  - C. For product specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.
  - D. For products specified by naming only one product and manufacturer, an equivalent product will always be accepted if it is equal in all respects (size, shape, texture, color, etc.). The Contractor must submit a request for substitution as set forth in this section
  - E. For products specified by naming only one product and manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.
- 1.03 PRODUCT SUBSTITUTION LIST
  - A. The MDOT Architect WILL NOT consider requests for substitutions during bidding.
  - B. Within 45 days after Notice to Proceed, submit to the MDOT Architect 4 copies of complete list of all proposed product substitutions. Substitutions WILL NOT be considered if received after this time.
  - C. Tabulate list by each Specification Section.
  - D. For named products specified with reference standards, include with listing of each product:
    - 1. Name and address of manufacturer.
    - 2. Trade name.
    - 3. Model or catalog designation.
    - 4. Manufacturer's data.
    - 5. Performance and test data.
    - 6. Reference standards.

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E. Proposed product will be reviewed for incorporation into the Project. Contractor will be notified for substitution rejection if not allowed, or will be instructed to submit in standard substitution submittal process for approval. See attached Substitution Request Form.

## 1.04 SUBSTITUTIONS

- A. The MDOT Architect will consider formal written requests from Contractor for substitution of products in place of those specified. ONLY ONE REQUEST per product will be allowed. Refer to Section 01 33 00 Submittal Procedures. Include in request:
  - 1. Complete data substantiating compliance of proposed substitutions with Contract Documents.
  - 2. For products:
    - a. Product identification including manufacturer's name and address.
    - b. Manufacturer's literature: Submit literature of actual product specified and literature of proposed substitution with all comparable features or components highlighted. Highlighted information is to include, but shall not be limited to, product description, performance, test data and reference standards.
    - c. Samples of the proposed substitution.
    - d. Name and address of 3 similar projects on which product was used and date of installation.
  - 3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  - 4. Itemized comparison of proposed substitution with product or method specified.
  - 5. Data relating to changes in construction schedule.
  - 6. Accurate cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, Contractor represents:
  - 1. He has personally investigated proposed product or method, compared the product specified with the proposed substitution, and determined that it is equal or superior in all respects to that specified.
  - 2. He will provide the same guarantee for substitution as for product or method specified.
  - 3. He will coordinate installation of accepted substitution into Work, making such changes required of Work to be complete in all respects.
  - 4. He waives all claims for additional costs related to substitution that consequently becomes apparent.
  - 5. Cost data is complete and includes all related costs under his Contract.
- C. Substitutions WILL NOT be considered if:
  - 1. They are indicated or implied on Shop Drawings or product data submittals without formal request submitted in accordance with this Section.
  - 2. Acceptance will require substantial revision of Contract Documents.
  - 3. In the MDOT Architect's judgment, the product or material is not equal.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

## MDOT – 7<sup>th</sup> District – Pike

# Product Options & Substitution Procedures

3.1 PRODUCT SUBSTITUTION REQUEST FORM (AS FOLLOWS)

## SUBSTITUTION REQUEST FORM

PROJECT:			PROJECT NO.			
٥V	VNER:					
СС	NTRACTOR:					
AR	CHITECT:					
СС	NTRACTOR'S REQUES	ST, WITH SUPPOR	TING DATA			
1. Section of the Specifications to which this request applies:						
		a for specified item reference standard		ubstitution is attached (description and test data).		
	[ ] Sample is a	ittached				
2. Itemized comparison of proposed substitution with product specified.						
	ORIGINAI	- PRODUCT	SUBST	TITUTION		
Na	me, brand					
Ca	talog No					
Ма	nufacturer					
Significant variations:						
Re	ason for Substitution:					
3.	Proposed change in Contract Sum:					
	Credit to Owner:	\$				
	Additional Cost to Owne	er: \$				
4. Effect of the proposed substitution on the Work:						
Contract Time:						
MC	00T – 7 <sup>th</sup> District – Pike	01 6	62 14-3	Product Options & Substitution Procedures		
			120			

Other Contracts, if any:\_\_\_\_\_

## CONTRACTORS STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS

I / We have investigated the proposed substitution. I / We

- 1. Believe that it is equal or superior in all respects to originally specified product, except as stated in 2. above;
- 2. Will provide same warranty as required in Contract Documents;
- 3. Have included all cost data and cost implications of proposed substitution; including, if required, costs to other contractors, and redesign and special inspection costs caused by use of proposed substitution;
- 4. Will coordinate incorporation of proposed substitution in the Work;
- 5. Will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
- 6. Have verified that use of this substitution conforms to all applicable codes.
- 7. Waive future claims for added cost to Owner caused by proposed substitution.

CONTRACTORSign	ature	DATE:				
ARCHITECT'S REVIEW AN						
Accepted						
Not Accepted						
Provide more inform	Provide more information in the following categories and resubmit					
Sign Contractor's St	_ Sign Contractor's Statement of Conformance and resubmit					
Proposed substitution is accepted, with the following conditions:						
Change Order will make the following changes:						
(Add to) (Deduct fro	om) Contract Sum: \$					
(Add to) (Deduct fro	om) Contract Time:	d	ays			
ARCHITECT:		DATE_				
OWNER:		DATE_				
MDOT – 7 <sup>th</sup> District – Pike	01 62 14	-4	Product Options & Substitution Procedures			

Special Provision No. 907-242-29

\_\_\_\_Accepted \_\_\_\_Not accepted

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
  - A. Scope: To set forth broad general conditions covering cutting and patching that applies to everyone and everything on the job.
  - B. Execute cutting including excavating, fitting or patching or work required to:
    - 1. Make several parts fit properly.
    - 2. Uncover work to provide for installation of ill-timed work.
    - 3. Remove and replace defective work.
    - 4. Remove and replace work not conforming to Contract requirements.
    - 5. Install specified work in existing construction.
  - C. In addition to Contract requirements, upon MDOT Architect's written instructions:
    - 1. Uncover work for observation of covered work.
    - 2. Remove samples of installed materials for testing.
    - 3. Remove work to provide alteration of existing work.
  - D. Do not cut or modify work of another Contractor without his consent.
  - E. Payment for Costs: Costs caused by ill-timed, defective or work not conforming to the Contract will be borne by party responsible for ill-timed, defective or non-conforming work.

## PART 2 - PRODUCTS

## 2.01 GENERAL

A. Materials for replacement of work removed shall comply with individual Specifications Sections for type of work to be done.

## PART 3 - EXECUTION

- 3.01 GENERAL
  - A. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.
  - B. Preparation prior to cutting: Provide shoring, bracing and supports required to maintain structural integrity. Provide protection for other portions of project and protection from the elements.
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Cutting and Patching

## C. Performance:

- 1. Execute cutting and demolition of methods that prevent damage to other work and will provide surfaces to receive installation of repairs and new work.
- 2. Execute excavating and backfilling by methods that prevent damage to other work and prevent settlement
- 3. Restore work that has been cut or removed install new products to provide completed work in accordance with requirements of the Contract Documents.
- 4. Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies.

#### SECTION 01 74 00

#### CLEANING AND WASTE MANAGEMENT

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Scope: Maintain premises and public properties from accumulations of waste, debris, and rubbish, caused by operations. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- B. Dispose of all waste, debris and rubbish in accordance with the Project Engineer's requirements.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

A. Use only cleaning materials recommended by the manufacturer of surface to be cleaned, but cross reference cleaning materials used on surfaces to insure they are recommended by the cleaning material manufacturer.

#### PART 3 - EXECUTION

#### 3.01 DURING CONSTRUCTION

- A. Execute cleaning to insure that structure, grounds, and surrounding properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Clean site and surrounding properties at reasonable intervals during progress of Work, and remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off owned property. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.
- B. No materials may be disposed of by dumping them in the sanitary or storm sewer systems without specific approval by the Project Engineer.
- C. Washdown of cement trucks will be done at locations determined by the Project Engineer.

#### 3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for Inspection of structure, conduct final inspection of sight-exposed surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
- B. Remove temporary fencing or other barricades and leave in same condition as surrounding areas.
- C. Broom clean paved surfaces; clean windows and adjacent store fronts; rake clean other surfaces of grounds. Keep Project clean until project completion.

Cleaning And Waste Management

01 74 00 - 1

SECTION 01 77 00

### CLOSEOUT PROCEDURES

PART 1 - GENERAL

- 1.01 DESCRIPTION
  - A. The Scope of Work required under this Section consists of the Final Inspections, submitting of all closeout Documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.
- 1.02 FINAL INSPECTIONS
  - A. Engineer and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer and MDOT Architect. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 5 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer and MDOT Architect. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the Project Engineer and MDOT Architect's judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.
  - B. Owner's Inspection: After the Project Engineer and MDOT Architect have determined the Project to be Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items; if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.
  - C. Correction of Work before Final Payment: Contractor shall promptly remove from the project premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.

## 1.03 FINAL ACCEPTANCE

- A. The Mississippi Department of Transportation does not recognize the term "Substantial Completion". The Project Engineer shall determine when the project is complete to the point it can be used for its intended purpose. This date shall be the Date of Completion.
- B. All Warranties and Extended Warranties shall use this Date of Completion as the starting date of Warranty Period.
- C. Final Payment shall not be made until items covered in Closeout Procedures are satisfied. This date shall be the Date of Final Acceptance.

## 1.04 CLOSEOUT DOCUMENTS

- A. Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer to the MDOT Architect 2 copies the following before final payment is made:
  - 1. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.
  - 2. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.
  - 3. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.
  - 4. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.
  - 5. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.
  - 6. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Completion, except where specified for longer periods.
    - a. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be free from asbestos and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".
    - b. All guarantees and warranties shall be obtained in the Owner's name.
    - c. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.
    - d. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.
    - e. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

- 7. Project Record Documents: Furnish all other record documents as set forth in Section 01 78 39 Project Record Documents.
  - a. Provide all certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements
- 8. Additional Documents Specified Within the Project Manual:
  - a. General: Provide all Operational and Maintenance documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.
  - b. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01 78 39

PART 1 - GENERAL

- 1.01 DESCRIPTION
  - A. Scope: To set forth the minimum procedure and requirements for keeping the Project Record Documents. One of these Documents is to be kept on site throughout the Project.
- 1.02 MAINTENANCE OF DOCUMENTS
  - A. Maintain 2 copies of all: Half-size Contract Drawings, Project Manual (Proposal), Addenda, Change Orders, Warranties, Certificates, Guarantees, Bonds, reviewed Shop Drawings, reviewed submittals (materials, fixtures, appliances, etc.), hardware schedules, field and laboratory test records, equipment brochures, spare parts lists, maintenance and operation manuals and other modifications to the Contract.
  - B. Store Record Documents apart from Documents used for construction.
  - C. Maintain Record Documents in clean, dry, and legible condition. Do not use Record Documents for construction purposes.
  - D. Make Record Documents available at all times for inspection by the Project Engineer, MDOT Architect and Owner.
- 1.03 RECORDING
  - A. General: Mark all modifications in red pencils. Keep Record Documents current. Review log at Progress Meetings. Do not permanently conceal any Work until required information has been accurately recorded.
  - B. Contract Drawings: Legibly mark to record actual construction:
    - 1. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
    - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - 3. Field changes that involve dimension and detail.
    - 4. Changes made by Supplemental Agreement (Change Order) or Field Order.
  - C. Project Manual (Proposal) and Addenda: Legibly mark up each Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - D. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

## 1.04 SUBMITTALS

- A. Furnish two (2) copies of all Record Documents.
- B. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all drawings readable without being removed or unstapled.
- C. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).
- D. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 02 41 19

## PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. The buildings are occupied and it will be necessary to provide access to building main entrances during the demolition and construction, unless hazardous conditions prohibit access during short intervals of time.
  - B. Types of Demolition Work include, but are not limited to the following items:
    - 1. Portions of building structures indicated on Drawings and as required to accommodate new construction.
    - 2. Removal of all exterior building or site items indicated on Drawings.
    - 3. Removal and protection of existing items indicated "salvage, to be reused".

## 1.02 SUBMITTALS

- A. At least 7 calendar days prior to beginning demolition submit schedule indicating proposed methods and sequence of operations for selective demolition Work to Project Engineer for review prior to commencement of Work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Provide detailed sequence of demolition and removal Work to ensure uninterrupted progress of occupants' on-site operations.
- C. Coordinate with occupants' continuing use of existing buildings, with occupants' use of completed walkway cover, and with occupants' other requirements.

## 1.03 JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of commencement of Contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's operations prior to start of selective demolition Work.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as Work progresses. Items indicated to be removed and turned over to Owner are to be removed from structure as Work progresses and stored as directed by Owner. Transport salvaged items not indicated to be turned over to Owner from site as they are removed. Storage or sale of removed items not indicated to be turned over to Owner on site will not be permitted.

## 1.04 PROTECTIONS

- A. Provide temporary barricades and other forms of protection as required to protect occupant's personnel and general public from injury due to selective demolition Work.
- B. Provide protective measures as required providing free and safe passage of occupant's personnel and general public to and from occupied portions of building.
- C. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.
- D. Protect from damage existing finish Work that is to remain in place and becomes exposed during demolition operations.

- E. Protect walkways and adjacent structures with suitable coverings when necessary.
- F. Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.
- G. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing buildings.
- H. Remove protections as soon as progress of Work safely allows or at completion of Work.
- 1.05 DAMAGES
  - A. Promptly repair damages caused to adjacent facilities by demolition Work at no cost to Owner.
- 1.06 TRAFFIC
  - A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference of vehicular and pedestrian circulation with roads, streets, walks, and other adjacent occupied or used facilities. Refer to overall Project requirements.
  - B. Do not close, block or otherwise obstruct streets, walks, entrances, canopies, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways and pedestrian circulation if required by Project Engineer.
- 1.07 EXPLOSIVES
  - A. Use of explosives will not be permitted.
- 1.08 UTILITY SERVICES
  - A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
  - B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- 1.09 ENVIRONMENTAL CONTROLS
  - A. Use temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
  - B. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION
- 3.01 INSPECTION
- A. Prior to commencement of selective demolition work, inspect areas in which Work will be performed. Photograph existing conditions to structure surfaces, equipment or to
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surrounding properties which could be misconstrued as damage resulting from selective demolition Work; file with Project Engineer prior to starting Work.

## 3.02 PREPARATION

- A. Provide exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain. Cease operations and notify the Project Engineer immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- B. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
- C. Provide weatherproof closures for exterior openings resulting from demolition Work.
- D. Locate, identify, stub out and disconnect utility services that are not indicated to remain. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of other buildings on site. Provide minimum of 7 calendar days advance notice to Owner if shutdown of service is necessary during changeover. Schedule electrical shut-offs to ensure minimum interference with used facilities.

#### 3.03 DEMOLITION

- A. Perform selective demolition Work in a systematic manner. Use such methods as required to complete Work indicated on Drawings in accordance with demolition schedule and governing regulations. Schedule demolition at times acceptable to the Owner, which may include after-hours or weekends.
- B. All cutting and patching shall be done in such a manner that at all times the building shall remain dust free and dry at no additional cost to the Owner. All patching upon completion shall meet the following requirements:
  - 1. Blend with the existing materials.
  - 2. Shall be painted.
  - 3. Shall have trim, gaskets, and / or sealant for water and vermin tight construction.
- C. Caution and protective measures shall be used and in place before cutting of any metal or other materials that might spark a fire from combustible oils, dusts, rags, etc.
- D. Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools. Do not use power-driven impact tools unless approved in writing by Project Engineer.
- E. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls or framing.
- F. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- G. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Project Engineer in written, accurate detail. Pending receipt of directive from Owner's representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

### 3.04 SALVAGE MATERIALS

A. Where indicated on drawings as "Salvage" or "To be Reused", carefully remove indicated items, clean, store and protect for later reuse and installation.

B. As directed in the Pre-Construction meeting as specific items to be salvaged and given to the Owner, carefully remove indicated items and store where directed by Project Engineer.

## 3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
- B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- C. Burning of removed materials is not permitted on project site.
- D. Contractor is required to provide a dumpster for this Project and is not to use other existing dumpsters or trash containers at any time. Location of the Contractor's dumpster is to be coordinated with the Project Engineer.

## 3.06 CLEAN-UP AND REPAIR

- A. Upon completion of demolition Work, remove tools, equipment and demolished materials from site. Remove protections and leave exterior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition Work. Repair adjacent construction or surfaces soiled or damaged by selective demolition Work.

SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1- GENERAL

- 1.01 SECTION INCLUDES
- A. All concrete formwork and other related items necessary to complete project indicated by Contract Documents unless specifically excluded.
- 1.02 RELATED ITEMS SPECIFIED ELSEWHERE
  - A. Section 03 20 00 Concrete Reinforcing.
  - B. Section 03 30 00 Cast-in-Place Concrete.
- 1.03 PROJECT CONDITIONS
  - A. Contractor shall examine the substrate over which concrete forms are installed and advise the Project Engineer of conditions detrimental to the installation of concrete formwork. Do not proceed until unsatisfactory conditions have been corrected.

## PART 2 - PRODUCTS

- 2.01 MATERIALS
  - A. Wood forms: 3/4 inch exterior grade plywood on studs and joists.
  - B. Form Ties: Standard snap ties, 1-1/2 inch break-back.
  - C. Form Oil: Approved non-staining type, [Nox-Crete Products Group Nox-Crete Form Coating EB], [SEI Form Release Gcc-100], [Dayton Superior Bio-Release EF], or equal. Oil must not affect bonding of finishes on exposed concrete.

## PART 3 - EXECUTION

- 3.01 FORM CONSTRUCTION
  - A. Forms shall be properly aligned, adequately braced and mortar tight to produce concrete shapes required by Drawings. Align forms so that the actual surface does not vary from true surface more than I/8 inch. The surface shall be clean, undamaged, and free of offsets and irregularities at joints. Adequately brace and frame to retain true shapes under vibration and placing strains without leaks, bowing, or deflection.
  - B. Studs, girts, and walls shall not be less than 2 by 4's, S4S, construction of standard grade Douglas fir, or equal, selected for straightness. All walls shall consist of at least two 2 by 4's. Studs shall not be spaced more than I6 inches, girts not more than 24 inches and ties not more than 27 inches, on center.
  - C. Lightly oil wood forms prior to placing reinforcing, and with oil not permitted on the reinforcing. Where oil form is used, remove excess before pouring concrete.
  - D. Meet recommendations of "Recommended Practice for Concrete Form work" ACI 347 unless specified herein otherwise.

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## 3.02 INSERTS AND FASTENING DEVICES FOR OTHER WORK

- A. Provide for installation of inserts, hangers, metal ties, anchors, bolts, dowels, nailing strips, grounds and other fastening devices required for attachment of other Work
- B. Locate partitions for other trades prior to pouring concrete in order that conduits, sleeves and inserts required by others will be installed in the proper locations
- C. Do not install sleeves in any concrete beams or piers except upon approval of the Project Engineer.
- D. Do not put aluminum conduits in concrete.

## 3.03 FORM REMOVAL

- A. Grade beam and column forms may be removed 24 hours after a pour is completed.
- B. Floor slab wood forms may be removed I0 days after pour, providing compressive strength has reached a minimum of 2500 psi based on job cast cylinders.

SECTION 03 20 00

CONCRETE REINFORCING

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
  - A. All concrete reinforcing and the related items necessary to complete the Project indicated by the Contract Documents unless specifically excluded.
- 1.02 RELATED ITEMS SPECIFIED ELSEWHERE
  - A. Section 03 10 00 Concrete Forming and Accessories.
  - B. Section 03 30 00 Cast-in-Place Concrete.
- 1.03 SUBMITTALS
  - A. Submit reinforcing steel shop drawings and materials list prior to placement for MDOT Architect's approval.
    - 1. Shop drawings shall include complete DIMENSIONED placing plans including control joint locations, order lists, bend diagrams, and DETAILS SHOWING DIMENSIONS WITH CLEARANCES.
    - 2. Submittals not including this requirement will be considered as an incomplete submittal and will be returned to Contractor for re-submittal.
  - B. Furnish mill certificates for steel bar reinforcement, to the Project Engineer certifying that each shipment meets specifications. The fabricator will furnish certificates with bar lists to designate location of shipment and the time steel is delivered to the project.
- 1.04 QUALITY ASSURANCE
  - A. Reinforcing bars shall conform to ASTM A 615 "Deformed Billet-Steel Bars for Concrete".
  - B. Mesh reinforcement shall conform to ASTM A 185 "Welded Steel Wire Fabric for Concrete Reinforcement".
  - C. Accessories shall conform to American Concrete Institute ACI 301 "Specifications for Structural Concrete for Buildings".
  - D. Placement shall be in accordance with approved shop drawings and ACI 318 "Standard Building Code Requirements for Reinforced Concrete".
  - E. Comply with ACI 315 "Manual of Standard Practice of Detailing Reinforced Concrete Structures".
- 1.05 DELIVERY, STORAGE, AND HANDLING
  - A. Reinforcing bar steel and mesh shall be handled, shipped and stored in a manner that will prevent distortion or other damage.
  - B. Materials shall be stored in a manner to prevent excessive rusting and fouling with dirt, grease, or other bond-breaking coatings.

## 1.06 PROJECT CONDITIONS

A. Coordinated placement of concrete reinforcing with installation of concrete formwork, vapor barriers, concrete inserts, conduit and all other items occurring in the area.

## PART 2 - PRODUCTS

## 2.01 STEEL BAR REINFORCEMENT

A. Bar reinforcement shall conform to ASTM A 615, grade 60, of domestic manufacture. Bars shall be new; free from rust, scale, oil, or other coatings that will prevent bond.

## 2.02 WELDED STEEL WIRE FABRIC

A. Shall conform to ASTM A 185, new, free from rust and other coatings that will prevent bond.

## 2.03 ACCESSORIES

A. Metal accessories as required shall support reinforcing bars and comply with ACI 315. Chairs and bolsters for use in exposed concrete shall have plastic coated or stainless steel legs or shall be plastic.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Fabricate and place reinforcement in accordance with the latest requirements of the American Concrete Institute and the approved shop drawings. Fabrication shall not proceed until MDOT Architect's approval is obtained.
- B. Reinforcing for one day's pour shall be completely placed and an inspection made by the Project Engineer / MDOT Architect prior to starting the pour.
- C. Concrete Protection for Reinforcement: Minimum coverage shall be as follows unless shown otherwise on drawings:

1.	Footings	
	(bottom and sides)	3 inches clear
2.	Slabs	1-1/2 inches clear top and 3/4 inch clear bottom
3.	Beams	1-1/2 inch clear to stirrups
4.	Walls	2-1/2 inches clear
5.	Columns	2 inches clear to verticals

- D. Steel Dowels for successive work shall be wired in correct position before placing concrete. The "sticking" of dowels after placing concrete will not be permitted.
- F. Lap all bars 24 bar diameters at corners, splices and intersections.
- G. INTERRUPT REINFORCING steel at control joints in floor slabs.
- H. Do not weld reinforcing steel unless specifically approved by the Project Engineer.

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
  - A. All cast-in-place concrete and other related items necessary to complete Project indicated by Contract Documents unless specifically excluded.
- 1.02 RELATED SECTIONS
  - A. Section 03 10 00 Concrete Forming and Accessories.
  - B. Section 03 20 00 Concrete Reinforcing.
  - C. Section 07 26 00 Vapor Retarders.
  - D. Section 09 90 00 Painting and Coating.
- 1.03 SUBMITTALS
  - A. Submit concrete mix design, concrete compression test reports and product data and manufacturer's installation instructions for concrete curing compound.
- 1.04 TESTING LABORATORY SERVICES
  - A. The Owner will provide testing as specified in Section 01 45 29.
- 1.05 QUALITY ASSURANCE
  - A. Concrete work shall conform to all requirements of ACI 301, Specifications for Structural Concrete for Buildings and ACI 318 Building Code Requirements for Reinforced Concrete, latest editions, except as modified by supplemental requirements herein.
  - B. Concrete mix design proportioning shall be by a certified MDOT Class III technician and submitted to the Project Engineer prior to placing concrete. Mix proportions shall meet the requirements of the 804.02.10 Section of the MDOT's Standard Specifications, 2004 Edition, except concrete requiring a trowel finish shall not be air entrained. Concrete shall be sampled according to ASTM C 172 and compression test cylinders made and cured according to ASTM C 31. Control of mixes is to be maintained at the Ready-Mix Plant and on the job site. Adjustments of the mix proportions shall meet the requirements of Section 804.02.10.4 of MDOT's Standard Specifications, 2004 Edition.

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C. The Owner will mold and cure compression test cylinders (two cylinders per set) from concrete at the job site from the first placement of each mix design placed each day and additionally for each 75 cubic yards, or fraction thereof, of each mix design placed in a single day. In addition to sampling concrete in accordance with ASTM C 172, the Owner will follow the sampling requirements Paragraph 6.1.2 in the latest edition of the Department's *Concrete Field Manual*. Cylinders will be tested in accordance with ASTM C 39. The Owner will mold one set of cylinders for ensuring the concrete meets the minimum 28-day acceptance requirements. The Owner will mold three sets of cylinders for form removal in accordance with Subsection 907-804.03.15. Forms may be removed when the compressive strength of the field cured cylinders reaches 2000 psi. In addition to determining the slump, temperature, and total air content of the concrete used for molding the test cylinders, the Owner will determine the yield of each mix design during the first placement of each mix design. Copies of all test reports shall be furnished to the ready mixed concrete producer and as directed by the Project Engineer.

## 1.06 COORDINATION

- A. Verify that all pipes under grade have been installed and tested before being covered. Check and verify materials and locations of inserts, anchors, and items required by other trades before pouring concrete. Concerned subcontractors shall be notified of date of pour in sufficient time to allow for completion of their work.
- B. The Contractor shall notify the Project Engineer upon completing formwork and all reinforcing steel for the next intended pour, and shall not commence pouring operation until all forms and reinforcing steel are approved by the Project Engineer.
- C. Project Engineer shall have free access to all materials used, and the required samples are to be furnished by the Contractor, as directed.
- D. Inspection and written approval from the floor-covering subcontractor is required for slab finish receiving floor covering.

## PART 2 - PRODUCTS

- 2.01 CONCRETE
  - A. All concrete, unless otherwise specifically approved in writing by the Project Engineer, shall be transit-mixed in accordance with ASTM C94. Control of concrete shall be under supervision of testing laboratory as described in Section 01 45 29.
  - B. All concrete shall have 3,500-psi minimum compressive strengths at 28 days, unless noted otherwise.
  - C. Maximum slump for normal weight concrete shall be 4 inches. Sump may be increased to 6 inches with an approved mid-range water reducer and up to 8 inches with an approved high-range water reducer.
- 2.02 CONCRETE MATERIALS
  - A. Portland Cement: ASTM C-150, Type I.
- B. Water: From an approved source.
- C. Structural Concrete Aggregate: Nominal maximum aggregate size 57 shall be used and shall meet the requirements of MDOT Standard Specifications, 2004 Edition.

D. Admixtures: Admixtures shall be from the MDOT Approved List. Non-uniform addition of mixtures that result in erratic setting of the concrete will cause rejection of the concrete with subsequent removal from the structure at the concrete producer's expense.

## 2.03 RELATED MATERIALS

- A. Preformed Expansion Joint Fillers: Provide pre-molded, asphalt impregnated board in widths and thickness required by conditions (1/2-inch minimum). Joint fillers shall conform to ASTM D994, D1751 or D1752.
- B. Chemical Hardener (Sealer): Colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent containing not less than 2 pounds of fluosilicates per gallon. Sealer shall not interfere with floor finish.
- C. Curing Compound: Clear bond, manufactured by Guardian Chemical Co., Kure-N-Seal, manufactured by BASF / Sonneborn, Safe-Cure, manufactured by Dayton Superior Corp. or approved equal. Compound shall not interfere with bonding or floor finish.
- D. Non-shrink Grout: Shall be one part Portland cement to 2-1/2 parts of fine aggregate or Cement grout ASTM C 387 Dry Package mixtures similar and equal to Masterflow 713 Plus, manufactured by BASF / Master Builders; Five Star Grout, U.S. Grout Company or approved equal.

## 2.04 CONCRETE MIXES

- A. The ready-mix concrete shall be mixed and delivered in accordance with requirements of ASTM C 94. Uniformly and accurately control proportions of material weight. Slump tolerances given in ASTM C 94 apply. Calcium chloride shall not be used.
- B. Failure of concrete to meet the specified requirements may result in rejection with subsequent removal and replacement or re-testing (including coring, load test, etc.) at the supplier's expense. Concrete exhibiting adverse reaction as a result of the presence of deleterious substances shall be removed and replaced or repaired in a manner completely satisfactory to the Project Engineer. All cost of such corrective action, including all necessary testing, shall be borne by the concrete producer.
- C. The Contractor may request adjustment to concrete mix design when characteristics of materials, job conditions, weather, test results, or circumstances warrant, at no additional cost to the Owner and as approved by the Project Engineer. Laboratory test data for revised mix designs and strength results must be submitted to and approved before using in the Work.

# PART 3 - EXECUTION

- 3.01 PLACING CONCRETE
  - A. Concrete shall be placed so as to avoid segregation of materials and to prevent cold joints by avoiding re-handling, by keeping pours generally level, and by adequate vibration. Placing is not to be started during rain or snow, and if placing is underway when such conditions occur, continue operations only long enough to provide a suitable construction joint.

- B. During hot weather or periods of low humidity combined with a definite breeze, rapid loss of moisture shall be discouraged by thorough wetting of forms and by using a fine fog spray when finishing. At these times particular attention shall be given to providing an adequate number of finishers to expedite this operation. During cold weather fresh concrete shall be protected from freezing.
- C. Prior to placing, forms shall be cleaned free of foreign material and shall be washed down with water. Placing shall be a continuous operation between planned construction joints with fresh cement mixed only with plastic concrete already in place. Avoid cold joints.
- D. Vibration shall be thorough, using vibrators small enough to work within reinforcing. The vibrator shall be inserted at many points about 24 inches apart. Avoid over-vibration and transporting concrete in form by vibration. A spare vibrator, which will operate, shall be kept on the job during all placing operations.

## 3.02 CONSTRUCTION JOINTS

A. Locate construction joints and provide shear keys as directed by the Project Engineer / MDOT Architect. Allow concrete to set for 24 hours before an adjoining pour is started. Slabs across the joint shall be level and the surface shall be level and shall not be feathered. Before proceeding with the following pour at a joint, thoroughly clean the joint, remove all loose material, and brush in a thick cement slurry.

## 3.03 CURING

A. Keep all concrete moist for 5 days after placing by covering with concrete curing paper, by leaving forms in place or by using curing compound. All combined with regular wetting as necessary.

# 3.04 PATCHING

- A. Honeycombed and defective concrete shall be removed and replaced, or repaired, as directed by the Project Engineer. Form tie holes and minor areas, as determined by the Project Engineer, shall be repaired as follows:
  - 1. Completed patch shall be indistinguishable from surrounding surfaces in color and texture.
  - 2. Patching mixture, using same cement sand as used in concrete shall consist of 1 part cement to 2-parts sand, with just enough mixing water to permit placing. Premix mixture, allow standing at least 30 minutes before using, stirring with trowel during this period.
  - 3. Remove material to sound concrete, dampen surface and brush thick 1 to 1 cement sand bond coat into surface.
  - 4. When bond coat begins to lose water sheen, thoroughly pack patching mixture in place, leaving it somewhat higher than adjacent surface. Embed pieces of gravel by hand into patch.

### 3.05 FINISHES FOR FLATWORK

A. Trowel finish floor surfaces scheduled as concrete finish walking surfaces, or floor surfaces scheduled to receive floor covering. Trowel finished surfaces shall be true planes within 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

- B. Smooth trowel finish after the surface is screeded and floated. Start troweling when all water has disappeared from the surface to first level the surface, then start final troweling when concrete has set where it no longer shows indentation from finger pressure. Trowel to a hard, smooth surface free of marks. Dusting of cement or cement and sand will not be permitted.
- C. Interior floors, with concrete finish scheduled, shall receive an application of hardener compound applied according to manufacturer's published instructions. Concrete surfaces to receive ceramic floor tile or brick shall receive float finish.
- D. Exterior walks and ramps shall have smooth trowel and fine broom finish.
- E. Exterior sign base shall have a Class 2, Rubbed Finish as follows:
  - 1. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at lease three hours.
  - 2. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids filled, and a uniform surface has been obtained.
  - 3. The final finish shall be obtained by rubbing with a fine Carborundum stone and water. This rubbing shall continue until the entire surface is a smooth texture and uniform color.
  - 4. After the final rubbing is completed and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

## 3.06 FINISHES FOR GRADE BEAMS

- A. Exposed grade beam faces shall have a smooth form finish obtained by using selected form facing plywood, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed. Provide grout cleaned finish consisting of 1 part Portland Cement to 1-1/2 parts fine sand by column, and mix with water to the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that the final color of dry grout will closely match adjacent concrete surfaces.
- B. Thoroughly wet concrete surfaces and apply grout immediately to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

#### SECTION 05 50 00

### METAL FABRICATIONS

#### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. All miscellaneous metal work. The Work includes, but is not limited to, pipe columns, plain column collars, decorative column collars, and miscellaneous framing & supports.
- 1.02 RELATED SECTIONS
  - A. Section 09 05 15 Color Design.
  - B. Section 09 90 00 Painting and Coating: Painting for all ferrous metal exposed to view.

#### 1.03 SUBMITTALS

A. Submit shop drawings for shop fabricated items. Indicate profiles, sizes, materials connection details, attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, with plans, elevations, and details where applicable.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Structural shapes shall be standard sections conforming to the American Society for Testing Materials Specification A-36. Punch and drill as necessary for work of others. Provide all bearing plates and all anchors, bolts, and etc. The Work shall be true and free of twists, bends and open joints between component parts. Materials shall be thoroughly straightened in the shop before laid off or worked in any way, care being used to avoid injury to the material.
- B. Gray cast iron shall conform to ASTM A48-83, class 30. All castings shall be of uniform quality, free from blowholes, shrinkage defects, swells, cracks or other defects. Castings shall be free of fins, burrs and slag.
- C. Expansion bolts shall be equal to Phillips Red Head or "cinch" bolts as manufactured by the National Lead Company. Hilti Fasteners, Rawlplug Company and Wej-it Corporation are acceptable manufacturers. Use toggle type bolts or similar for all anchorage into hollow construction.
- D. Bolt or weld connections: Provide necessary lugs and brackets for anchorage. Welding shall be in accordance with current "Code of Fusion, Welding and Gas Cutting in Building Construction, Part A Structural Steel" issued by the American Welding Society, both for fabrication and erection. All welders shall have certification, as a result of tests prescribed by the American Welding Society.
- E. Detail metal Work for ample size, strength and stiffness and as indicated. Countersink and provide reinforcement where necessary; drill or punch holes for bolts and screws. At the proper time furnish the necessary templates, patterns and items of miscellaneous metal, such as sleeves, inserts and similar items to be built into adjoining Work.

- F. Fabricate metal Work with sharp lines and angles, with smooth true surfaces and clean edges. Form exposed joints to exclude water. Furnish certificates from manufacturers stating that materials comply with the specification requirements.
- G. Provide as necessary holes of proper number and spacing for the attachment of Work of other trades. Do not use cutting torch in field without permission of the Project Engineer.
- H. Anchor bolts, washers, nuts and clamps shall be furnished where indicated on the Drawings and where necessary for properly securing Work in place. All bolts and anchors used on the exterior of the building or built into exterior walls shall be cadmium plated. Miscellaneous angles and plates not indicated or specified otherwise shall not be less than 1/4 inch thick.
- I. Shop paint and field touch up shall be ICI Devflex 4020, Rustoleum 769, Tnemec 99, Southern Coatings 476, or approved equal. Shop coat shall be compatible with finish coats specified in Section 09 90 00 Paints and Coatings.
- J. Fastenings shall be invisible where possible. Where exposed, screws, bolts, and the like shall be vandal-proof. All welded exposed joints on steel manufactured items; etc. shall be ground smooth and filled to receive paint.
- 2.02 METAL PRIMER
  - A. Where materials come in contact with dissimilar materials which may cause harmful reaction, where exposed to moisture, or such as aluminum to cement mortar or concrete, the surface shall be protected by zinc chromate primer or approved paint.
- 2.03 PIPE COLUMNS
  - A. 3-1/2 inches outside diameter galvanized structural steel pipe column shall match existing.
- 2.04 PIPE COLLARS
  - A. Cast Iron pipe collars shall match existing in color, shape and size.
    - 1. Plain Collars (3-9/16 inches i.d.) shall be equal to Lawler Foundry Product id No. 6190. 7.25 inches height, 5 inches width, 3-3/4 inches inside diameter.
    - 2. Decorative Collars (3-9/16 inches i.d.) shall be equal to Lawler Foundry Product id No. 6191. 11 inches height, 5.5 inches width, 3-5/8 inches inside diameter.
- 2.05 MISCELLANEOUS FRAMING AND SUPPORTS
  - A. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete Work.
  - B. Fabricate miscellaneous units to sizes, shapes, and profiles indicated, or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.
  - C. Galvanize exterior miscellaneous frames and supports.

# PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Perform cutting, drilling and fitting required for installation; set Work accurately in location, alignment and elevation measured from established lines and levels. Provide anchorage devices and fasteners where necessary for installation to other Work.
- A. Set loose items on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with bedding mortar, consisting of 2 part Portland Cement to 3 parts sand and only enough water for packing and hydration, or use commercial non-shrink grout material.
- B. Touch-up shop paint after installation. After cleaning field welds, bolted connections and abraded areas, apply same type paint as used in shop. Color to be selected from standard colors available. Use galvanizing repair paint on damaged galvanized surfaces.

SECTION 06 10 00 ROUGH CARPENTRY

PART 1 - GENERAL

### 1.01 SECTION INCLUDES

- A. Concealed wood grounds and blocking to frame openings, form terminations, to provide anchorage and / or support of other exterior locations; plywood, lumber, and rough hardware.
- 1.02 RELATED SECTIONS
  - A. Section 03 10 00 Concrete Forming and Accessories.
- 1.03 COORDINATION
  - A. Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other Work.
- 1.04 QUALITY CONTROL
  - A. Factory mark each piece of lumber and plywood to identify the type, grade, agency providing the inspection service, the producing mill and other qualities as specified.
- 1.05 DELIVERY, STORAGE AND PROTECTION
  - A. Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer's required protection procedures.

### 1.06 PROJECT CONDITIONS

A. Installer must examine all parts of the supporting structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

# PART 2 - PRODUCTS

2.01 LUMBER: For each use, comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce. Nominal sizes are shown or specified; provide actual sizes complying with the minimum size requirements of PS20 for the moisture content specified for each use. Provide dressed lumber, S4S, unless otherwise shown or specified. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and complying with dry size requirements of PS 20, unless otherwise specified.

### 2.02 FRAMING LUMBER

- A. Where wood framing is shown or scheduled, provide lumber complying with grading rules which conform to the requirements of the "National Grading Rule for Dimension Lumber" of the American Lumber Standards Committee established under PS 20.
- B. For Light Framing: Standard Grade.
- C. For Structural Framing: (4 inches and wider and from 2 inches to 4 inches thick), provide the following: No. 1 Grade; Douglas Fir (WCLB or WWPA), Southern Pine (SPIB). Fb (minimum extreme fiber stress in bending); 1,250 psi. E (minimum modulus of elasticity); 1,700,000 psi.

## 2.03 BOARDS

A. Where lumber less than 2 inches in nominal thickness and 2 inches or more in nominal width is shown or specified, provide boards complying with dry size requirements of PS 20.

B. Concealed Boards: Where boards will be concealed by other work, provide the following:

- 1. Moisture Content: 19 percent maximum, mark boards "S- Dry".
  - Species and Grade: Provide one of the following:
    - a. Southern Pine (SPIB) No. 2 boards.
    - b. WCLB (any species) No. 3 boards.

### 2.04 PLYWOOD

2.

- A. For each use, comply with the requirements for "Softwood Plywood/Construction and Industrial" PS 1 by the U.S. Department of Commerce.
- B. Exterior Plywood: Exterior type, medium density, C Grade for concealed faces.
  - 1. Roof sheathing: Match existing thickness, by not less than 1/2 inch thick.

### 2.05 ANCHORAGE AND FASTENING MATERIALS

A. For each use, select proper type, size, material, and finish complying with the applicable Federal Specifications. Zinc electroplated steel fasteners for high humidity and treated wood locations. All nails shall be coated. Match existing conditions whenever possible.

### 2.06 TREATED WOOD

A. Complete fabrication of treated items prior to treatment, wherever possible. If cut after treatment, coat cut surfaces with heavy brush coat of same fire-retardant chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

- B. Preservative Treatment: Where lumber or plywood is indicated as "Treated", or is specified herein to be treated, comply with the applicable requirements of the American Wood Preservers Institute (AWPI). Mark each treated item to comply with the AWP Quality Mark requirements for the specified requirements.
  - 1. Pressure-treat aboveground items with water-borne preservatives complying with AWPI P-2. After treatment, kiln-dry to maximum moisture content of 15 percent. Treat indicated items and the following:
    - a. Wood cants, nailers, blocking, stripping, and similar members in connection with roofing, and flashing.
    - b. Wood sills, sleepers, blocking, furring stripping and similar concealed members in contact with masonry or concrete.
- C. Fire-Retardant Treatment: Where "PR-S" lumber or plywood is shown or scheduled, comply with the AWPI Specification C-208 for pressure impregnation with fire-retardant chemicals to achieve a flame-spread rating of not more than 25 when tested in accordance with UL Test 723, ASTM E A4, or NFPA Test 355. Where treated items are indicated to receive a transparent or paint finish, use a fire-retardant treatment that will not bleed through or adversely affect bond of finish.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp that cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects that would impair the quality of the Work.
- B. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
- C. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

### 3.02 ATTACHMENT AND ANCHORAGE

- A. Use common wire nails, except as otherwise shown or specified. Use finishing nails for finish Work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.
- B. Exposed Plywood: Panel ends and edges shall have spacing of 1/8 inch maximum, unless otherwise indicated by the panel manufacturer. Fasten 6 inches on center along supported panel edges and 10 inches on center at intermediate supports
- C. Plywood Sheathing: Panel ends and edges shall have spacing of 1/8 inch, unless otherwise indicated by the panel manufacturer. Nail 6 inches on center along supported panel edges and 12 inches on center at intermediate supports with 8d nails for panels 5/8 inch thick. Provide closer spacing where required by local codes.

### 3.03 WOOD GROUND NAILERS, BLOCKING, AND SLEEPERS

- A. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Set true to line and level, plumb with intersections true to required angle. Coordinate location with other Work involved.
- B. Attach to substrates securely with anchor bolts and other attachment devices as shown as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Building into masonry; anchor to formwork before concrete placement.
- C. Provide grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2 inch wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

### 3.04 WOOD FURRING

- A. Install plumb and level with closure strips at all edges and openings. Shim with wood as required.
- D. Suspended Furring: Provide of size and spacing shown, complete including hangers and all attachment devices. Level to a tolerance of 1/8 inch in 12 feet.

## 3.05 WOOD FRAMING

- A. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown, and frame openings as shown, or if not shown, comply with the recommendation of the "Manual for Housing Framing" of the National Forest Products Association. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise detailed.
- B. Anchor and nail as shown, or if not shown, to comply with the "Recommended Nailing Schedule Table 1 of the "Manual of House Framing" and other recommendations of the N.F.P.A.

SECTION 07 31 15

## FIBERGLASS REINFORCED ASPHALT SHINGLES

- PART 1 GENERAL
- 1.01 SUMMARY
  - A. Section Includes:
    - 1. The extent of shingles is shown on the Drawings and defined to include manufactured units used as weather protection for roofs.
    - 2. Asphalt shingles. Steep slope granular surfaced reinforced fiberglass roofing shingles.
    - 3. Moisture shedding underlayment.
- 1.02 ACTION SUBMITTALS
  - A. Product Data: For each type of product indicated.
  - B. Samples: For each exposed product and for each color and blend specified.
- 1.03 INFORMATIONAL SUBMITTALS
  - A. Product test reports.
  - B. Research/evaluation reports.
  - C. Warranties: Sample of special warranties.
- 1.04 CLOSEOUT SUBMITTALS
  - A. Maintenance data.
- 1.05 QUALITY ASSURANCE
  - A. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
    - 1. Exterior Fire-Test Exposure: Class A; UL 790, for application and roof slopes indicated.
- 1.06 WARRANTY
  - A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.
    - 1. Material Warranty Period: 25 years from date of Substantial Completion, prorated, with first five years nonprorated.
    - 2. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.

07 31 15 - 1 Fiberglass Reinforced Asphalt Shingles

## PART 2 - PRODUCTS

- 2.01 GLASS-FIBER-REINFORCED ASPHALT SHINGLES
  - A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
    - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - a. Atlas Roofing Corporation.
      - b. CertainTeed Corporation.
      - c. Elk Premium Building Products, Inc.; an ElkCorp company.
      - d. Emco Building Products Corp.
      - e. GAF Materials Corporation.
      - f. IKO.
      - g. Malarkey Roofing Products.
      - h. Owens Corning.
      - i. PABCO Roofing Products.
      - j. TAMKO Roofing Products, Inc.
      - Butt Edge: Match existing.
    - 3. Strip Size: Manufacturer's standard.
    - 4. Algae Resistance: Granules treated to resist algae discoloration.
    - 5. Color and Blends: Match existing.

### 2.02 UNDERLAYMENT MATERIALS

- A. Felt (30-pound): ASTM D 226, Type II, asphalt-saturated organic felts, non-perforated.
- 2.03 ACCESSORIES

2.

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; stainless-steel wire shingle nails, minimum 0.120-inchdiameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through plywood sheathing.
  - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch minimum diameter.
- 2.04 METAL FLASHING AND TRIM
  - A. General: Comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
    - 1. Sheet Metal: Zinc-tin alloy-coated steel.
  - B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
- MDOT 7<sup>th</sup> District Pike

07 31 15 - 2 Fiberglass Reinforced Asphalt Shingles

## PART 3 - EXECUTION

### 3.01 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Double-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Install a 19-inch- wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19 inches in shingle fashion. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt underlayment nails.
  - 1. Apply a continuous layer of asphalt roofing cement over starter course and on felt underlayment surface to be concealed by succeeding courses as each felt course is installed. Apply over entire roof.
  - 2. Terminate felt underlayment flush against sidewalls, and other roof projections.
  - 3. Install fasteners at no more than 36 inch on center.

## 3.02 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
  - 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- 3.03 ASPHALT SHINGLE INSTALLATION
  - A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
  - B. Install starter strip along lowest roof edge, consisting of an asphalt shingle stripwith self-sealing strip face up at roof edge.
    - 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
    - 2. Install starter strip along rake edge.
  - C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
  - D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
  - E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.

- F. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
  - 1. When ambient temperature during installation is below 50 deg F seal asphalt shingles with asphalt roofing cement spots.
- G. Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

SECTION 07 41 13 METAL ROOF PANELS

## PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Section includes exposed-fastener, lap-seam, metal roof panels to match existing panels to remain as close as possible.
- 1.02 ACTION SUBMITTALS
  - A. Product Data: For each type of product.
  - B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  - C. Samples: For each type of metal panel indicated.
- 1.03 INFORMATIONAL SUBMITTALS
  - A. Product test reports.
  - B. Warranties: Sample of special warranties.
- 1.04 CLOSEOUT SUBMITTALS
  - A. Maintenance data.
- 1.05 QUALITY ASSURANCE
  - A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- 1.06 WARRANTY
  - A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
    - 1. Warranty Period: Two years from date of Substantial Completion.
  - B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
    - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.01 PERFORMANCE REQUIREMENTS

- A. UL 90 Rating (minimum): Wind Uplift Approval Conforming to Underwriters Lab. (UL) Section 580 Specifications and Complying with 2009 International Building Code requirements and local codes, whichever are more stringent.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- 2.02 EXPOSED-FASTENER, LAP-SEAM, METAL ROOF PANELS
  - A. General: Provide factory-formed metal roof panels designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weather-tight installation.
  - B. Profile, Exposed-Fastener Metal Roof Panels: Shall match existing.
    - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - a. AEP Span; a BlueScope Steel company.
      - b. Architectural Metal Systems; a Nucor company.
      - c. Berridge Manufacturing Company.
      - d. Butler Manufacturing; a BlueScope Steel company.
      - e. CENTRIA Architectural Systems.
      - f. Fabral.
      - g. Firestone Metal Products, LLC.
      - h. Flexospan Steel Buildings, Inc.
      - i. MBCI; a division of NCI Building Systems, L.P.
      - j. McElroy Metal, Inc.
      - k. Metal Sales Manufacturing Corporation.
      - I. Morin; a Kingspan Group company.
      - m. Petersen Aluminum Corporation.
      - n. Union Corrugating Company.
      - o. VICWEST.
    - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloycoated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
      - a. Nominal Thickness: 0.022 inch
      - b. Exterior Finish: Two-coat fluoropolymer
      - c. Color: As selected by Architect from manufacturer's full range
    - 3. Major-Rib Spacing: Match existing.
    - 4. Panel Coverage: Match existing
    - 5. Panel Height: Match existing.

## 2.03 UNDERLAYMENT MATERIALS

- A. Felt Underlayment: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felts.
- B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

## 2.04 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metalliccoated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
  - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
  - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panelsas required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
  - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

## 2.05 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

## 2.06 FINISHES

- A. Panels and Accessories:
  - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
  - 2. Concealed Finish: White or light-colored acrylic or polyester backer finish. (Match existing)

### PART 3 - EXECUTION

### 3.01 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

### 3.02 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Apply at locations indicated below, in shingle fashion to shed water, and with lapped joints of not less than 2 inches.
  - 1. Apply over the entire roof surface.
- B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.
- C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 07 62 00 "Sheet Metal Flashing and Trim."

# 3.03 METAL PANEL INSTALLATION

- A. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
  - 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
  - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
  - Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
  - 5. Flash and seal panels with weather closures at perimeter of all openings.
  - 6. Watertight Installation:
    - a. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
    - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that are permanently watertight.

### 3.04 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Flashing and sheet metal work as indicated on the Drawings and provisions of this specification. The types of work include the following:
- B. Metal flashing and counter flashing.
- 1.02 RELATED SECTIONS
  - A. Section 09 05 15 Color Design.
- 1.03 SUBMITTALS
  - A. Submit manufacturer's product data, technical specifications, installation instructions and general recommendations for each specified sheet material and fabricated product for Project Engineer / MDOT Architect's approval.
  - B. Samples: Submit 2 samples, eight inch square, of specified sheet materials to be exposed as finished surfaces. Submit 2 twelve inches long, completely finished units of specified factory-fabricated products exposed as finished work. Submit 2 color charts of manufacturer's complete line of standard colors available.
  - C. Shop Drawings: Submit shop drawings showing layout, joining, profiles, and anchorage of fabricated work, including major counter flashing and expansion joint systems, and roof accessories; layouts at I/4 inch scale, details at 3 inch scale.
  - D. Qualification Data: Submit 2 copies for firms and persons that demonstrate capabilities and experience. Include a list with ten completed Project names and addresses, and name and addresses of Architects and Owners.

### 1.04 PROJECT CONDITIONS

A. Coordinate with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

### 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer, with 5 years minimum experience, who has completed sheet metal work similar to that indicated for this project and with a record of successful in- service performance.
- B. Mock-Up: Prior to installing, construct mock-up to demonstrate aesthetic effects as well as qualities of materials and execution.

## PART 2 - PRODUCTS

## 2.01 FLASHING AND SHEET METAL MATERIALS

A. Shall be 0.040-inch thick aluminum, mill finish. ASTM B209 (ASTM B 209M), 3003-H14. Use where concealed from view only.

#### 2.02 FLASHING

A. Shall be shop fabricated in accordance with SMACNA standards to sizes and profiles shown on the Drawings. Pre-finished aluminum, minimum 0.040-inch thick, colors as selected, Kynar 500 (70% PVDF), 20 year coating. Equal to Petersen Aluminum Corp. Tel. (800) 722-2523.

#### 2.03 FASTENERS

- A. Same metal as flashing / sheet metal or, other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- B. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed; comply with FS TT-S-007, TT-S-00230, or TT-S-001543.
- C. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.

### PART 3 - EXECUTION

## 3.01 INSTALLATION REQUIREMENTS

A. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

### 3.02 ACCESSORIES INSTALLATION

- A. Comply with manufacturer's instructions and recommendations. Coordinate with installation of roof deck and other substrates to receive accessory units, and with vapor barriers, roof insulation, roofing and flashing; as required to ensure that each element of the work performs properly, and that combined elements are waterproof and weathertight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.
- B. Separate metal from incompatible metal or corrosive substrates by coating concealed surfaces with asphalt mastic as recommended by manufacturer.

## 3.03 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances, which might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings, sheet metal work, and accessories during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.
- C. Flashings and sheet metal with any cuts, abrasions, or imperfections will not be acceptable and is to be replaced.

SECTION 07 92 00 JOINT SEALANTS

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Preparation of substrate surfaces to receive materials.
- B. Sealant and joint backing (backer rod) materials and installation in the following general locations (even though not shown on the Drawings):
  - 1. Exterior wall joints, including control / expansion joints and abutting like or similar materials (in walls, ceilings, and roof construction) that have spaces between in excess of 3/16 inch (except where less restrictive tolerances are indicated or where the condition is specifically the responsibility of others).
  - 2. Abutting exterior dissimilar materials.
  - 3. Joints in pavement and walks.
- C. Accessories: Including, but not limited to, primer, cleaner, backer rod, bond breaker, and masking tape.

### 1.02 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures and Section 09 05 15 – Color Design.

### 1.03 DEFINITIONS

- A. Wherever the words "seal" occur, it shall be interpreted to mean "effectively seal the indicated joint with a material to render it air and watertight. "Seal" shall indicate the use of the exterior materials.
- 1.04 WORK OF OTHER SECTIONS
  - A. Sealing may be performed as Work of other Sections when specified. However, all Work shall conform to the requirements of this Section.

### 1.05 SUBMITTALS

A. Submit manufacturer's product data and installation instructions for each type of sealant required. Product data shall include chemical characteristics, limitations, and color availability.

### 1.06 QUALITY ASSURANCE

- A. Applicator: Company specializing in the work of this Section with minimum 3 years documented satisfactory experience.
- B. Manufacturer's Certificate: Provide manufacturer's letter of certification that products meet or exceed specified requirements and are appropriate for uses indicated.
- C. Installation: Conform to Sealant and Waterproofers Institute requirements.

## 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver caulking and sealant material to the site in original unopened packages with manufacturer's labels, instructions and product identification and lot numbers intact and legible.
- B. Store materials under cover, protected from inclement weather and adverse temperature extremes, in original containers or unopened packages, in accordance with manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Drawings and Specifications are based on products manufactured by Pecora Corporation, 165 Wambold Road, Harleysville, PA 19438. Tel: (800) 523-6688.
- B. Equivalent products by the following manufacturers are acceptable:
  - 1. Dow Corning Corporation, Midland, MI. Tel: (800) 322-8723
  - 2. GE Silicones, Waterford, NY. Tel: (518) 233-2639.
  - 3. Sonneborn Building Products, Shakopee, MN. Tel: (800) 433-9517.
  - 4. Tremco, Inc., Beachwood, OH. Tel: (800) 562-2728.
- C. Substitutions shall fully comply with specified requirements and Section 01 62 14-Product Options and Substitution Procedures.

## 2.02 SEALANT TYPES AND USE SCHEDULE

- A. Type 1: Use for horizontal walkway and pavement joints: Pecora Urexpan NR-200 (twopart, self-leveling, traffic-bearing, polyurethane sealant).
- B. Type 2: Use for exterior sealing at masonry, and other materials: Pecora 890NST (onepart Architectural Silicone Sealant). Color(s) to be selected by the Project Engineer / MDOT Architect from manufacturer's full range of standard Architectural colors.

# 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Backer Rod: Open cell polyurethane foam or closed cell polyethylene foam, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.
- D. Bond Breaker: Pressure sensitive adhesive polyethylene, TEFLON, or polyurethane foam tape.
- E. Masking Tape: Pressure sensitive adhesive paper tape.

## PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Installer must examine areas and conditions under which this Work is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- 3.02 PREPARATION
  - A. Cleaning: Clean joint surfaces, using joint cleaner as necessary, to remove dust, dirt, oil, grease, rust, lacquers, laitance, release agents, moisture, frost or other matter that might adversely affect adhesion of sealant. Rake joints out to a depth equal to one-half the width.
  - B. Masking: Mask areas adjacent to joints.
  - C. Priming: If required, prime substrate surfaces following manufacturer's instructions.
  - D. Mixing: When required, mix components of sealant materials in accordance with manufacturer's instructions to achieve required characteristics of sealant.

### 3.03 APPLICATIONS

- A. Mixing, application, surface condition, weather condition shall be as recommended by the manufacturer. Do not use material that has exceeded the recommended pot life.
- B. Install backing material in joints using blunt instrument to avoid puncturing. Do not twist the backing rod while installing. Install backing rod so that joint depth is 50 percent of joint width, but a minimum of 1/8-inch deep and a maximum of 3/8-inch deep.
- C. Apply sealant in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps or air pockets.
- D. Tool joints to the required configuration within 10 minutes of sealant application. Remove masking materials immediately after tooling.
- 3.04 CLEANING AND REPAIRING
  - A. Do not allow sealant or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means necessary to eliminate evidence of spillage.
  - B. When using flammable solvents, avoid heat, sparks and open flames. Provide necessary ventilation. Follow all precautions and safe handling recommendations from the solvent manufacturer and pertinent local, state and federal regulations.
  - C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.
  - D. Repair or replace defaced or disfigured finishes.

# 3.04 CURE AND PROTECTION

- A. Cure sealant and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Sealant Supplier / Applicator shall advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at Time of Completion.

SECTION 09 05 15 COLOR DESIGN

PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Section Includes: A coordinated comprehensive Color System in which requirements for materials specified in other Sections of this Specification and / or shown on the Drawings are identified for quality, color, finish, texture and pattern.
  - B. Related Sections: Section 01 33 00 Submittal Procedures.

#### 1.02 MANUFACTURER'S TRADE NAMES

- A. Manufacture's trade names and number designations used herein identify colors, finishes, textures and patterns for materials and products specified in the technical sections of the Specifications. Wherever such products are referred for selection or approval in other sections, such products shall be understood to be referenced to this Section. If no selection is listed herein for products, the Project Engineer / MDOT Architect shall be contacted for a color selection.
- B. Subject to approval of the Project Engineer / MDOT Architect, products of other manufacturers will be considered, provided they are equivalent to the quality, colors, finishes, textures and patterns listed and meet the requirements of the Specifications and Drawings.
- 1.03 SAMPLES
  - A. Samples shall be submitted for approval prior to applying or installing any finishes or items that are not included in this Section. See appropriate technical Sections for submittal requirements. Upon receipt of samples, the Project Engineer / MDOT Architect may make revisions to the Color schedule.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

A. Materials are specified in other Sections of the Specifications. Any reference by trade name or manufacturer shall be considered as establishing a standard of quality and shall in no way limit competition.

#### 2.02 MANUFACTURERS

A. The following manufacturers were used in preparing the Color Schedule:

	SECTION / MATERIAL	MANUFACTURER / NUMBER & COLOR NAME	COLOR DESCRIPTION
•	04 01 25 - Brick (damaged)	Match Existing	Various colors
	04 01 25 - Mortar (repoint)	Match Existing	Light gray
•	05 50 00 - Miscellaneous Steel	Match Existing	Black
	05 50 00 - Misc. Stl. (Ornamental)	Match Existing	Black
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	06 40 00 - Walkway Cover Ceiling	Match Existing	Various colors
	06 40 00 - Fascia & Beams	Match Existing	Various colors
•	07 61 00 - Metal Roofing & Trim	Match Existing	Various colors

- 07 61 00 Metal Roofing & Trim
- 07 62 00 Met. Fascia & Trim
- 07 92 00 Joint Sealants

Match Existing Pecora (Match adjacent lighter color)

Various colors Various colors

# PART 3 - EXECUTION

- 3.01 **EXECUTION, GENERAL** 
  - Α. Refer to execution requirements specified in other Sections of this Specification for the specific products listed. All remaining colors, finishes, textures or patterns not included in this Color Design will be selected by the MDOT Architect upon written notification and subsequent submittals by the Contractor.

SECTION 09 90 00

PAINTS AND COATING

PART 1 - GENERAL

- 1.01 SUMMARY
  - A. Painting and finishing of exterior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.
  - B. The Work includes field painting of exposed pipes and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed or to remain under the electrical Work, except as otherwise indicated.
  - C. "Paint" means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
  - D. Paint all exposed surfaces, except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials system specified.
  - E. Related Section: Section 09 05 15 Color Design.
- 1.02 PAINTING NOT INCLUDED
  - A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.
  - B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also to be included, fabricated or factory-built equipment or accessories.
  - C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factoryfinishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.
  - D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundations spaced, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
  - E. Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

## 1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
- B. Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer's full range of colors. Indicate submitted manufacturer's closest STANDARD colors that match colors specified. Submit fan deck/chip deck for color selection if using manufacturer other than that used for color design selection.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated. Submit Samples on rigid backing, 8 inches square.
  - 1. Step coats on Samples to show each coat required for system.
  - 2. Label each coat of each Sample.
  - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Comply with Articles 3.07 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
  - 2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
- E. Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 45 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.
- 1.04 QUALITY ASSURANCE
- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified.
    - c. Vertical and Horizontal Surfaces: Provide samples of at least 10 sq. ft..
    - d. Other Items: Architect will designate items or areas required.
    - Final approval of color selections will be based on benchmark samples.
      - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. Number, if applicable.
  - 3. Manufacturer's stock number and date of manufacturer.
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Painting & Coating

- 4. Manufacturer's name.
- 5. Contents by volume, for major pigment and vehicle constituents.
- 6. Thinning instructions.
- 7. Application instructions.
- 8. Color name and number.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.06 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

## 1.07 EXTRA MATERIALS

- A. At project close out, furnish extra materials described below, that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents. Label with P# indicated in Color Design Section.
- B. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

### PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
  - 2. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
  - 3. Sherwin-Williams Company, Cleveland, OH. Tel (800) 321-8194.
- B. Substitutions shall fully comply with specified requirements and Section 01 62 14-Product Options and Substitution Procedures.

## 2.02 COLORS AND FINISHES

- A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.
- B. Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.
- C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

### 2.03 MATERIAL QUALITY

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

### PART 3 - EXECUTION

# 3.01 EXAMINATION

- A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

## 3.02 SURFACE PREPARATION

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule the cleaning and painting so that contaminates from the cleaning process with not fall onto wet, newly painted surfaces.
- B. Ferrous Metals:
  - 1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
  - 2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.
- C. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable nonpetroleum based solvent.
- D. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.
  - 1. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
  - 2. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.

### 3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

## 3.04 APPLICATION

- A. Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the backsides of access panels, and removable or hinged covers to match the exposed surfaces.
- C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.
- D. Sand lightly between each succeeding enamel or varnish coat.
- E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.
- F. Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- I. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- J. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.
- K. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.
- L. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

# 3.05 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## 3.06 CLEANING AND PROTECTION

- A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct any damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- 3.07 EXTERIOR PAINTING SCHEDULE
- A. The following information allows painting and coatings of the various surfaces for this Special Provision to be cross-referenced using Benjamin Moore, Ferrell-Calhoun, or Sherwin Williams products. The company selected shall provide single-source materials for entire Special Provision applications.
- B. Provide the following Benjamin Moore paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal
    - a. Prime Coat: Super Spec HP P04 Acrylic Metal Primer
    - b. Intermediate Coat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
    - c. Topcoat: Super Spec HP P29 D.T.M. Acrylic Semi-gloss
  - 2. Steel Shop Primed: (structural steel framing exposed to view including pipe columns and handrails)
    - a. Prime Coat: Super Spec HP P04 Acrylic Metal Primer
    - b. Intermediate Coat: Super Spec HP P77 Waterborne Urethane
    - c. Topcoat: Super Spec HP P77 Waterborne Urethane
  - 3. Painted Woodwork
    - a. Prime Coat: #023 Fresh Start Acrylic All Purpose
    - b. Intermediate Coat: #170 Super Spec Exterior Acrylic House & Trim
    - c. Topcoat: #170 Super Spec Exterior Acrylic House & Trim

- 4. Face Brick
  - c. Prime Coat: #068 Moore's Hi-build Acrylic Masonry Primer
  - d. Topcoat: #056 Moorlastic Elastomeric Waterproofing Coating
- 5. Exterior Pavers
  - c. Prime Coat: #075 Waterproofing Sealer Clear
  - d. Topcoat: #075 Waterproofing Sealer Clear P67 Anti-slip Additive to the topcoat.
- 6. Exterior Concrete Steps and Stairs
  - c. Prime Coat: #072 100% Acrylic Concrete Stain
  - d. Topcoat: #072 100% Acrylic Concrete Stain; P67 Anti-slip Aggregate may be added for anti-slip
- C. Provide the following Ferrell-Calhoun paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal
    - a. Prime Coat: F/C #5-56 Waterborne 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
    - b. Intermediate Coat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
    - c. Topcoat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
  - 2. Steel Shop Primed: (structural steel framing exposed to view including pipe columns and handrails)
    - a. Prime Coat: F/C #5-56 Waterborne 100% Acrylic All Purpose Metal Primer (1.8 mils DFT)
    - b. Intermediate Coat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
    - c. Topcoat: F/C Tuff-Boy 8000 Line Waterborne 100% Acrylic DTM (1.7 mils DFT)
  - 3. Painted Woodwork
    - Prime Coat: F/C 235 Interior/Exterior 100% Acrylic Latex Undercoater (1.7 mils DFT) If tannin bleeding occurs, use F/C #160 Oil-Base Undercoater (2.1 mils DFT)
    - b. Intermediate Coat: F/C 2400 Line 100% Acrylic Exterior Gloss House Paint (2 mils DFT)
    - c. Topcoat: F/C 2400 Line 100% Acrylic Exterior Gloss House Paint (2 mils DFT)
  - 4. Face Brick
    - a. Prime Coat: F/C #697 100 % Acrylic Latex Bonding Primer (1.7 mils DFT)
    - b. Intermediate Coat: F/C 200 Line 100% Acrylic Latex Flat (1.9 mils DFT)
    - c. Topcoat: F/C 200 Line 100% Acrylic Latex Flat (1.9 mils DFT)
  - 5. Exterior Pavers
    - a. Prime Coat: F/C #1106 Tuff-Boy Clear Acrylic Waterproofing Sealer
    - b. Topcoat: F/C #1106 Tuff-Boy Clear Acrylic Waterproofing Sealer: Skid-Tex Slip Resistant to topcoat
  - 6. Exterior Concrete Steps and Stairs
    - c. Prime Coat: F/C 700 Line Tuff-Boy Interior/Exterior Floor & Deck Enamel (1.0 mils DFT)
    - d. Topcoat: F/C 700 Line Tuff-Boy Interior/Exterior Floor & Deck Enamel (1.6 mils DFT)

- D. Provide the following Sherwin-Williams paint systems for the various substrates, as indicated:
  - 1. Ferrous and Zinc Coated Metal
    - a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
    - b. Intermediate Coat: Sher-Cryl<sup>™</sup> HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
    - c. Topcoat: Sher-Cryl<sup>™</sup> HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
  - 2. Steel Shop Primer: (structural steel framing exposed to view including pipe columns and handrails
    - c. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
    - d. Intermediate Coat: S-W Centurion® Water Based Urethane, B65-700 Series (2.0-3.0 mils dry)
    - e. Topcoat: S-W Centurion® Water Based Urethane, B65-700 Series (2.0-3.0 mils dry)
  - 3. Painted Woodwork
    - c. Prime Coat: S-W A-100® Exterior Latex Wood Primer, B42W41 (1.4 mils dry) If tannin bleeding occurs, use A-100 Exterior Stain Blocking Primer, Y24 Series.
    - d. Intermediate Coat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
    - e. Topcoat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
  - 4. Face Brick
    - c. Prime Coat: S-W Loxon® XP Waterproofing, A24 Series (6.4-8.3 mils dry)
    - d. Topcoat: S-W Loxon® XP Waterproofing, A24 Series (6.4-8.3 mils dry)
  - 5. Exterior Pavers
    - c. Prime Coat: H&C Shield Plus Ultra, Acrylic Concrete Stain/Sealer Clear
    - d. Topcoat: H&C Shield Plus Ultra, Acrylic Concrete Stain/Sealer Clear; H&C SharkGrip Slip Resistant Additive to the topcoat.
  - 6. Exterior Concrete Steps and Stairs
    - c. Prime Coat: H&C Shield Plus Ultra, Acrylic Concrete Stain
    - d. Topcoat: H&C Shield Plus Ultra, Acrylic Concrete Stain; H&C SharkGrip Slip Resistant Additive to the topcoat. Note-New concrete must be etched prior to application.

END OF SECTION

SECTION 31 31 16 SOIL TREATMENT FOR TERMITE CONTROL

- PART 1 GENERAL
- 1.01 SECTION INCLUDES
  - A. Soil treatment for control of all species of subterranean termites including Formosan termites.
- 1.02 SUBMITTALS
  - A. Submit manufacturer's technical product data and application instructions prior to application for Project Engineer's approval. DO NOT submit Material Safety Data Sheets for approval.
  - B. Submit sample copies of the Termite Soil Treatment Guarantee form prior to application for Project Engineer's approval.
  - C. Quality Control: Submit identification of at least 3 projects of similar scope along with name, address, and telephone number of the Architect, Owner and General Contractor.
- 1.03 QUALITY ASSURANCE
  - A. In addition to the requirements of these Specifications, comply with manufacturer's instructions and recommendations for the Work, including preparation of substrate and application.
  - B. Engage a professional pest control operator, licensed by the State of Mississippi, Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, and in accordance with regulations of governing authorities for application of soil treatment solution. The pest control operator is to have the aforementioned valid license, the company technician is to have a valid identification card for pest control, and the company vehicle is to be clearly marked with the company name.
  - C. The professional pest control operator specializing in Soil Treatment for Termite Control, with 5 years minimum experience, shall have completed work similar to that indicated for this Project and have a record of successful in-service performance.
  - D. Comply with Mississippi Regulations Governing Pest Control Operators in following the labels of the termiticide.

#### 1.04 PROJECT CONDITIONS

- A. Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.
- B. To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with other handling and application instructions of the soil toxicant manufacturer.
- C. Remove all non-pressure treated wood contacting soil. Remove grade stakes prior to applying horizontal barrier and all form boards, stakes and concrete over pour prior to applying vertical soil treatment.

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#### 1.04 GUARANTEE

A. Furnish 3 copies of written guarantee certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites, including Formosan termites, and that termite contractor will re-treat the soil and also repair or replace any damage caused by termite infestation WITHOUT EXPENSE to the Owner. Provide guarantee for a period of 5 YEARS from the date of treatment, signed by the Applicator and the Contractor.

#### PART 2 - PRODUCTS

#### 2.01 SOIL TREATMENT SOLUTION

- A. Use an emulsible concentrate insecticide for dilution with water specially formulated to prevent infestation by subterranean termites as recommended by the Southern Forest Experiment Station, Forest Insect Laboratory at Gulfport, Mississippi, and registered by the Bureau of Plant Industry for use in structural pest control work. Fuel oil will not be permitted as a diligent. Provide a working solution of one of the following chemical elements:
  - 1. Horizontal barrier: Cypermethrin, Prevail or Talstar.
  - 2. Vertical barrier: Fipronil.
- B. Other solutions may be used as recommended by Applicator and if acceptable to local and state governing authorities. Use soil treatment solutions that are not injurious to plants.

#### PART 3 - EXECUTION

#### 3.01 INSPECTION

A. Applicator must examine the areas and conditions under which soil treatment for termite control is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.

#### 3.02 APPLICATION

- A. Remove foreign matter, which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.
- B. Application Rates: Under slab-on-grade, suspended slab, foundation footings and other similar structures, treat the soil before concrete slabs are poured using either power sprayer or tank-type garden sprayer. Apply soil treatment solution, USING COLOR DYE MARKING AGENT to insure the area is treated, as follows:
  - 1. Termiticide applied for the prevention of termites shall comply with the manufacturer's label and shall not be applied at concentrations or volumes less than specified on the label.
  - 2. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

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C. Allow a minimum of 12 hours for drying after application, before beginning concrete placement or other construction activities.

3.03 PROTECTION

- A. Prior to each application, the applicator shall notify the Contractor of the intended application and instruct the responsible person to notify construction workers and other site individuals to leave the treated area and not to return until chemical has been installed into the soil.
- B. Post signs in the areas of application warning workers that soil poisoning has been applied. Remove signs when areas are covered by other construction.

#### END OF SECTION

## SPECIAL PROVISION NO. 907-265-1

CODE: (SP)

DATE: 07/12/2007

**SUBJECT:** Potable Water System

### **PROJECT:** STP-2175-00(012) / 106194301 – Pike County

Section 907-265, Potable Water System, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

### SECTION 907-265-- POTABLE WATER SYSTEM

<u>907-265.01--Description</u>. This work consists of installing and testing pipe necessary for use in a potable water system.

#### <u>907-265.02--Materials.</u>

907-265.02.1--PVC Pipe. PVC pipe components shall meet the following requirements:

Pipe: PVC, AWWA C900, Class 150, DR18.

Fittings: Ductile iron mechanical joint with retainer glands.

Isolation Valves: Gate valves per Notice To Bidders No. 1671.

Nipples: Same as pipe, except threaded nipples shall be Schedule 80.

<u>Gaskets</u>: Full-faced, 1/8-inch thick, fabricated from ethylene propylene rubber (EPR). When mating flange has raised face, use flat ring gasket and provide filler gasket between outside diameter of raised face and flange outside diameter to protect PVC flange from bolting moment.

Joint Restraint: per Notice To Bidders No. 1671.

Bolting: Same a for ductile iron.

<u>Thread Lubricant</u>: Shall be Teflon tape.

Potable Water Service Assembly: per Notice To Bidders No. 1671.

Casing Pipe: per Subsection 907-265.02.4.

Conflict Box: per plans and Notice To Bidders No. 1671.

Buried Pipe Line Identification: per Notice To Bidders No. 1679.

<u>907-265.02.2--Ductile-Iron Pipe.</u> Ductile iron pipe components components shall meet the following requirements:

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<u>Pipe</u>: ANSI / AWWA C153 / 21.51, unless otherwise stated on the drawings. The Pressure Class shall be 350. Pipe used for potable water shall have an interior coating per ANSI / AWWA C104 / A21.4.

<u>Joints</u>: Grooved end joints shall be rigid type, radius cut grooved, conforming to ANSI / AWWA C606.

<u>Fittings</u>: Gray or ductile iron, 150 psig minimum working pressure, lined and seal-coated. Where taps are shown on fittings, tapping bosses shall be provided. Field-brazed or field-welded fittings (seep rings, bosses, etc.) are not acceptable.

<u>Grooved End</u>: AWWA C606 radius cut grooved, rigid joint, as manufactured Victaulic Company of America, Gustin Bacon, or approved equal

Flanged: ANSI / AWWA C110 / A21.10 (matches ANSI B16.1, Class 125 flange)

Mechanical Joint: ANSI / AWWA C110 / A21.10

Push-on: ANSI / AWWA C110 / A21.10, American Pipe, or U.S. Pipe and Foundry, or approved equal

<u>Restraint Joint</u>: Manufacturer Standard, American Pipe, U.S. Pipe and Foundry, or approved equal.

Compact fittings: per ANSI / AWWA C153 / A21.53 may be used in lieu of full body fittings.

<u>Threaded Flange</u>: ANSI / AWWA C115 / A21.15, 250 psi, 250 psi working pressure ANSI Class 125.

<u>Grooved End pipe adapter flange</u>: Per ASTM A47 for iron or ASTM A536 for ductile-iron. Suitable type is Victaulic Style 31, Gustin-Bacon, or approved equal.

<u>Couplings</u>: Per ASTM A47 for iron or ASTM A536 for ductile-iron. Suitable type is Victaulic Style 31, Gustin-Bacon, or approved equal.

Isolation Valves: Gate valves per Notice To Bidders No. 1671.

<u>Gaskets</u>: Gaskets for grooved end joints shall be manufacturer's flush-seal type specifically designed for cast surfaces. Properties shall be as designated in ASTM D 2000 for the required service. Dimensions shall conform to AWWA C606.

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Gaskets for mechanical or push-on joints shall be rubber, conforming to ANSI / AWWA C111 / A21.11.

Gaskets for flanged joints shall be 1/8-inch thick, cloth-inserted rubber conforming to applicable parts of ANSI / AWWA C207. Gasket material shall be free from corrosive alkali or acid ingredients and suitable for use in sewage or potable waterlines. Gaskets shall be full-face type for 125-pound face to face flanges.

<u>Bolts</u>: Bolts for Class 125 FF Flanges (above grade) shall be Carbon Steel, ASTM A307, Grade A hex head bolts and ASTM A563, Grade A hex head nuts. Bolts for Grooved End or Mechanical Joint shall be Manufacturer's standard.

Buried Flanges: 316 stainless steel, ASTM A193

<u>Lubricant</u>: Lubricant for grooved end or mechanical joint end piping shall be manufacturer's standard.

<u>Coatings</u>: All pipe shall be externally coated with an approved coal tar based paint in accordance with ANSI / AWWA C104 / A21.4

Lining: All non potable piping shall be coal tar epoxy lined in accordance with AWWA C210. Potable piping shall be lined per ANSI / AWWA C104 / A21.4.

Buried Pipe Line Investigation: per Notice To Bidders No. 1679.

907-265.02.3--Fire Hydrant. Fire Hydrant components shall meet the following requirements:

<u>Low Pressure Hydrant</u>: Nominal 5<sup>1</sup>/<sub>4</sub>-inch main valve opening with 6-inch bottom connection. The hydrant shall be equipped with two  $-2\frac{1}{2}$  inch diameter hose nozzles and one  $4\frac{1}{2}$  inch diameter pumper nozzle. Operating nut shall be  $1\frac{1}{2}$  inch, American National Standard Pentagon nut. The main valve shall be equipped with O-ring seals and shall open when turned to the left (counterclockwise). Hydrant shall be of the break-flange or safety-top type. Hydrant shall conform to AWWA C502, and this specification. The depth of bury shall be 3.5 feet or as shown on the Project Drawings. Nozzle threads shall be American National Standard. The inlet connection shall be mechanical joint. Hydrants shall be red above the ground line. Low pressure hydrant shall be Mueller A-423 or approved equal.

<u>Gravel for Drainage</u>: Gravel for drainage shall be washed 3/4-inch drainage gravel and shall be free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.

Joint Restraints: All fire hydrant joint connection pipe (from tee to fire hydrant base) shall be restrained with Megalug as manufactured by EBBA Iron Incorporated or approved equal.

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<u>907-265.02.4--Casing.</u> Unless specifically shown on Plans, casing pipe shall be straight, unpainted, 40S, carbon steel pipe per ASTM A139, Grade B

<u>Pipe Diameter</u>: As stated in the Contract Drawings. If casing pipe is to be used in a Jack and Bore operation the pipe must be square and have dead-even lengths which are comparable with the Jack and Bore equipment.

<u>Wood Skids</u>: Wood skids shall be Southern pine S4S medium grade or better, minimum 24 inches long, conforming to AASHTO M168. Skids shall be treated in accordance with AWPA C2. Ends of strapping shall be notched to allow placement of strapping.

Strapping: Strapping shall be <sup>1</sup>/<sub>2</sub>-inch wide by 0.02-inch thick, 304 stainless steel.

<u>Other Spacers</u>: Any design that is essentially corrosion proof and provides insulating protection from possible electrical shorting between casing pipe and carrier pipe.

Runner length: minimum two inches

<u>Spacing Between Spacers</u>: According to pipe manufactures recommendations. As a minimum place spacer within one foot of each side of joint and but not to exceed eight (8) feet on centers.

<u>End Seals</u>: Manufactured from styrene-butadiene rubber, 3/8 inch thick, to resist damage from backfill and compaction, with <sup>1</sup>/<sub>2</sub>-inch stainless steel banding and non-magnetic work gear mechanism. Specification based on Advanced Products System Inc. but equal will be accepted.

## 907-265.03--Construction Requirements.

9<u>07-265.03.1--PVC Pipe.</u> All PVC pipe shall be cut, made up, and installed in accordance with the pipe manufacturer's recommendations.

Use Schedule 80 threaded nipple where necessary to connect to threaded valve or fitting.

Only strap wrenches shall be used for tightening threaded plastic joints, and care shall be taken not to over tighten these fittings. Pipe shall not be laid when the temperature is below 40°F, nor above 90°F when exposed to direct sunlight. Ends to be joined shall be shielded from direct sunlight prior to and during the laying operation.

Provide adequate ventilation when working with pipe joint solvent cement.

Potable water service assembly shall be installed where shown on the Plans or where directed by the Engineer. The assembly shall be constructed as shown in the Plans.

Fire hydrant assembly shall be installed where shown on the Plans or where directed by the Engineer. Hydrant assembly shall be constructed as shown on the Plans.

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Casing pipe shall be installed where shown on the Plans or where directed by the Engineer.

Conflict box shall be installed where shown on the Plans or where directed by the Engineer.

Buried Line Identification shall be installed as per Notice To Bidders No. 1679.

### Field Quality Control

It is not expected that the entire new water distribution system will be tested at one time. When a specific section is available it will be isolated and tested.

All lines shall be hydrostatically tested at the pressure and with the test procedures specified in other spection of the contract document.

All new potable water lines shall be disinfected as specified in other spection of the contract document.

**<u>907-265.03.2--Ductile-Iron Pipe.</u>** Care shall be taken not to damage the lining when handling the pipe. Cut pipe with milling type cutter, rolling pipe cutter, or abrasive saw cutter. Do not flame cut or squeeze cut.

Dress cut ends of pipe in accordance with the type of joint to be made. Dress cut ends of mechanical joint pipe to remove sharp edges or projections which may damage the rubber gasket. Dress cut ends of pipe for flexible couplings, flanged coupling adapters, and grooved end pipe couplings as recommended by the coupling or adapter manufacturer.

Flanged pipe shall be fabricated in the shop, not in the field, and delivered to the jobsite with flanges in place and properly faced. Threaded flanges shall be individually fitted and machine tightened on matching threaded pipe by the manufacturer. Flanges shall be faced after fabrication in accordance with ANSI / AWWA C115 / A21.15. Flange-to-pipe threaded joints shall be hydrostatically shop tested to ensure joint integrity.

Groove end pipe shall be installation in accordance with the manufacturer's printed instructions.

Prior to connecting flange pipe, the faces of the flanges shall be thoroughly cleaned of all oil, grease, and foreign material. The rubber gaskets shall be checked for proper fit and thoroughly cleaned. Care shall be taken to assure proper seating of the flange gasket. Bolts shall be tightened so that the pressure on the gasket is uniform. Torque-limiting wrenches shall be used to ensure uniform bearing insofar as possible. If joints leak when the hydrostatic test is applied, the gaskets shall be removed and reset and bolts retightened.

Join pipe with mechanical, push-on or restraint type joints in accordance with the manufacturer's recommendations. Provide all special tools and devices, such as special jacks, chokers, and

similar items required for proper installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted under any circumstances.

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Pipe shall be corrosion protected per the specifications.

Supports and hangers shall be installed per the plans and specifications.

Pipe restraint shall be used per the plans and specifications.

Buried line identification shall be used with each line of pipe per the specifications.

### Field Quality Control

It is not expected that the entire new water distribution system will be tested at one time. When a specific section is available it will be isolated and tested.

All lines shall be hydrostatically tested at the pressure and with the test procedures specified in other spection of the contract document.

All new potable water lines shall be disinfected as specified in other spection of the contract document.

<u>907-265.03.3--Fire Hydrant.</u> Installation shall conform to provisions of Sections 3.7 and 3.8 of AWWA C600, except where otherwise specified.

Location and position shall be as shown on the plans to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. Improperly located hydrants shall be disconnected and relocated at the Contractor's sole expense.

When placed behind the curb, set hydrant barrel so that no portion of the pumper or hose nozzle cap will be less than 36 inches from the gutter face of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within eight (8) inches of the sidewalk.

Set hydrants so that safety flange is a minimum of two (2) inches above finished ground or sidewalk level to clear bolts and nuts.

Set hydrant so that pumper outlet is at 45 degree angle to the street.

Do not install below subbase grade. Over excavated areas shall be refilled with gravel and hand tamp to provide firm foundation.

### Installation of Hydrant

Hydrant shall be placed carefully on base block to prevent the base block from breaking. When ductile-iron pipe is used, jointing procedures shall conform to Section 3.14 of AWWA C600. After

hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.

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Gravel shall be placed around base block and hydrant bottom as specified in Section 3.7 of AWWA C600.

Thrust restraints shall be used in lieu of concrete thrust blocking when the top of the existing ground behind the fire hydrant is less than two (2) feet above the top of the hydrant base. Where such conditions exist, provide either two -  $\frac{3}{4}$  inch tie rods between gate valve and hydrant, and between water main tee and gate valve, or use mechanical joint restraints on in all joints between the fire hydrant and water main tee inclusive.

<u>907-265.03.4--Casing.</u> Casing pipe is to be jacked and bored. If sections of pipe must be welded together to achieve the desired length, they must be welded together through fully welded joints. Ensure joints are air tight and continuous over the entire circumference of the pipe. Weld bead should be equal to or exceed the minimum required to meet the thickness criteria of the pipe. A qualified welder must perform all welding. Certification must be provided to Engineer 10 days prior to start of work

Casing pipe bedding and backfill to be the same as specified for carrier pipe being cased.

When pulling HDPE and PE pipe through casing, use either a pulling head or a suitable wraparound sleeve with rubber protective coating to prevent the pulling cables from damaging the pipe. Never pull HDPE or PE pipe by the flange end. Use of lubricants (flax soap or drilling mud) between casing spacers and casing can ease installation.

When installation of PVC pipe in casing pipe, bell joint restraint is required at any bell connection within the encasement. PVC pipe may be installed in the casing using a winch drawn cable or jacking. In both methods, care must be exercised to avoid damage to pipe or bell joints. Use of lubricants (flax soap or drilling mud) between skids or casing spacers and casing can ease installation. Do not use petroleum products as prolong exposure to this type of material could damage the carrier pipe gaskets.

<u>907-265.04--Method of Measurement</u>. Pipe of the size and type specified will be measured for Pipe, of the size and type specified, will be measured by the linear foot.

Ductile iron fittings will be measured by the pound.

Isolation Valve, Water Service Assembly, Fire Hydrant Assembly & Pipe Casing will be measured per each.

Initial Testing, of the type specified, will be measured per each. Only the initial test will be measured for payment in each specific section (isolation section). Any re-testing will not be measured for payment.

<u>907-262.05-Basis of Payment.</u> Pipe, measured as prescribed above, will be paid for at the contract bid price per the linear foot, which price shall include the cost of all labor, materials, tools, and incidentals necessary to complete the work.

Ductile iron fittings, measured as prescribed above, will be paid for at the contract unit price per pound, which price shall be full compensation for furnishing all labor, materials, tools, and incidentals necessary to complete the work.

Isolation Valve, Water Service Assembly, Fire Hydrant Assembly & Pipe Casing, measured as prescribed above, will be paid for at the contract bid price per each, which price shall include the costs for all labor, materials, and all incidentals necessary to complete the work.

Initial Testing, measured as prescribed above, will be paid for at the contract bid price per each, which price shall include the costs for all labor, materials, necessary repairs required by the failed testing and any additional testing required of an isolated section, and all incidentals necessary to complete the work.

Payment will be made under:

907-265-A:	" <u>Description</u> Pipe	- per lineal foot
907-265-B:	<u>Description</u> Pipe, With Joint Restraint	- per lineal foot
907-265-C:	Ductile Iron MJ Fittings	- per pound
907-265-D:	" Isolation Gate Valve	- per each
907-265-E:	Potable Water Service Assembly	- per each
907-265-F:	Fire Hydrant Assembly	- per each
907-265-G:	' Casing Pipe	- per each
907-265-H:	Initial Testing	- per each
907-265-I:	Initial Disinfection Testing	- per each

# SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-2

DATE: 07/19/2011

# **SUBJECT:** Hot Mix Asphalt (HMA)

Add the following before 907-401.02.6.2 on page 1.

<u>907-401.02.4--Substitution of Mixture</u>. Delete the table in Subsection 401.02.4 on page 242, and substitute the following:

	Single Lift Laying Thickness Inches	
Mixture	Minimum	Maximum
25 mm	3	4
19 mm	2 1/4	3 1/2
12.5 mm	1 1/2	2 1/2
9.5 mm	1	1 1/2
4.75 mm	1/2	3⁄4

After Subsection 907-401-02.6.2 on page 2, add the following:

<u>907-401.02.6.4.1--Roadway Density.</u> Delete subparagraphs 1., 2., & 3. on page 251 and substitute the following:

- 1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.
- 2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
- 3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92. 0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
- 4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

**<u>907-401.02.6.5--Acceptance Procedure for Pavement Smoothness.</u>** Delete the third sentence of the sixth paragraph of Subsection 401.02.6.5 on page 254, and substitute the following.

The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively.

<u>907-401.03.1.2--Tack Coat.</u> Delete the three sentences of Subsection 401.03.1.2 on page 259, and substitute the following:

Tack coat shall be applied to previously placed HMA and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

<u>**907-401.03.1.4--Density</u>**. Delete the first sentence of the first paragraph of Subsection 401.03.1.4 on page 259 and substitute the following:</u>

The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day's production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 401.02.4, the required lot density shall be 92.0 percent of maximum density.

<u>907-401.03.9--Material Transfer Equipment</u>. Delete the paragraph in Subsection 401.03.9 on page 264 and substitute the following:

Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift HMA pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

After Subsection 401.03.13 on page 266, add the following:

<u>907-401.03.14--Shoulder Wedge</u>. The Contractor shall attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees, but not steeper than 35 degrees. The device shall maintain contact between itself and the road shoulder surface and allow for automatic transition to cross roads, driveways, and obstructions. The device shall be used to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Conventional single plate strike off shall not be used.

The device shall be TransTech Shoulder Wedge Maker, the Advant-Edge, or a similar approved equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following:

- 3 - Supplement to S. P. No. 907-401-2 -- Cont'd.

- 1. TransTech Systems, Inc. 1594 State Street Schenectady, NY 12304 800-724-6306 www.transtechsys.com
- Advant-Edge Paving Equipment, LLC P.O. Box 9163 Niskayuna, NY 12309-0163 518-280-6090 Contact; Gary D. Antonelli Cell: 518-368-5699 email: <u>garya@nycap.rr.com</u> Website: <u>www.advantedgepaving.com</u>

Before using a similar device, the Contractor shall provide proof that the device has been used on previous projects with acceptable results, or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts, or otherwise authorized by the Engineer.

## SPECIAL PROVISION NO. 907-401-2

CODE: (IS)

## DATE: 11/04/2005

## **SUBJECT:** Hot Mix Asphalt (HMA)

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 401.02.6.2 on pages 248 and 249, and substitute:

<u>907-401.02.6.2--Assurance Program for Mixture Quality.</u> The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

- 1) Conducting verification tests.
- 2) Validate Contractor test results.
- 3) Periodically observing Contractor quality control sampling and testing.
- 4) Monitoring required quality control charts and test results.
- 5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-inch and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75 mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ N <sub>Design</sub>	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected, the Engineer will stop production until corrective action is taken.

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## SUPPLEMENT TO SPECIAL PROVISION NO. 907-401-4

DATE: 10/05/2010

## SUBJECT: Warm Mix Asphalt

Delete Subsection 907-401.03.8 on page 2 and substitute the following:

<u>**907-401.03.8--Preparation of Mixture.</u>** After the sentence in Subsection 401.03.8 on page 264, add the following:</u>

Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as material characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

## SPECIAL PROVISION NO. 907-401-4

CODE: (SP)

DATE: 03/22/2010

## **SUBJECT:** Warm Mix Asphalt (WMA)

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

<u>907-401.01--Description.</u> Delete the first and second paragraphs of Subsection 401.01 on page 236, and substitute the following:

These specifications include general requirements for all types of WMA.

This work consists of the construction of one or more lifts of WMA in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

907-401.02--Materials. Delete Subsection 401.02.2 on page 239, and substitute the following:

<u>907-401.02.2--WMA Products and Processes.</u> The Department will maintain a list of qualified WMA products and processes. No product or process shall be used unless it appears on this list.

The Contractor may propose other products or processes for approval by the Product Evaluation Committee. Documentation shall be provided to demonstrate laboratory performance, field performance, and construction experience.

### 907-401.03--Construction Requirements.

<u>907-401.03.1.1--Weather Limitations.</u> Delete the second sentence of the first paragraph and the Temperature Limitation Table in Subsection 401.03.1.1 on page 258, and substitute the following:

The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

<u>**907-401.03.1.2--Tack Coat.</u>** Delete the first sentence of the first paragraph of Subsection 401.03.1.2 on page 259 and substitute the following:</u>

Tack coat shall be applied to previously placed WMA and between lifts, unless otherwise directed by the Engineer.

**907-401.03.8--Preparation of Mixture.** Delete the sentence in Subsection 401.03.8 on page 264, and substitute the following:

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The temperature of the WMA mixture, when discharged from the mixer, shall not exceed 280° F.

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-4

## DATE: 11/21/2011

## **SUBJECT:** Hot Mix Asphalt (HMA)

Before Subsection 907-403.05.2 on page 1, add the following:

Delete the fourth paragraph of Subsection 403.03.2 on page 267 and substitute the following.

Where only a surface lift is required, the finished surface lift shall have a profile index of not more than 60.0 inches per mile.

Delete the last paragraph of Subsection 403.03.2 at the bottom of page 268, and the table at the top of page 269 and substitute the following:

Except for a single lift overlay, when the Profile Index for the final surface lift is less than or equal to twenty-two inches per mile (22.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than 10.0	108
10.0 to 14.0	106
14.1 to 18.0	104
18.1 to 22.0	102
22.1 to Required P.I.	100
over Required P.I.	100
	(with correction to Required P.I.)

For a single lift overlay, when the Profile Index for the final surface lift is less than or equal to twenty-two inches per mile (22.0 inches / mile) per segment, a unit price increase will be added. The following schedule lists the Profile Index range and the corresponding contract price adjustment:

Profile Index inches / mile / segment	Contract Price Adjustment percent of unit bid price
less than or equal to 22.0	103
22.1 to Required P.I.	100
over Required P.I.	100
	(with correction to Required P.I.)

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Delete the first full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the segment(s) or portions of the segments(s) of the surface lift that require smoothness be determined by using a profilograph.

Delete the third full paragraph of Subsection 403.03.2 on page 269 and substitute the following:

Any contract price adjustment for rideability will be applied on a segment to segment basis on the theoretical tonnage based on 12-foot lanes, determined in accordance with Subsections 401.02.6.5 and 403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

Delete Subsection 403.03.5.5 on page 273 and substitute the following:

<u>907-403.03.5.5--Preliminary Leveling</u>. All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.

## SPECIAL PROVISION NO. 907-403-4

CODE: (IS)

DATE: 11/04/2005

### **SUBJECT:** Hot Mix Asphalt (HMA)

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**<u>907-403.05.2-Pav Items.</u>** Add the "907" prefix to the pay items listed on page 275 & 276.

# SUPPLEMENT TO SPECIAL PROVISION NO. 907-403-9

## DATE: 10/26/2011

## SUBJECT: Warm Mix Asphalt (WMA)

Delete Subsection 907-403.05 on page 1 and substitute the following.

<u>**907-403.04--Method of Measurement.</u>** WMA pavement, complete in place and accepted, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 401.03.2.1.11.</u>

<u>907-403.05--Basis of Payment.</u> Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5 & 403.03.2, warm mix asphalt pavement, complete-in-place, accepted, and measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

### **SPECIAL PROVISION NO. 907-403-9**

CODE: (SP)

### DATE: 03/15/2010

### **SUBJECT:** Warm Mix Asphalt (WMA)

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Warm Mix Asphalt Only.

<u>907-403.01--Description.</u> Delete the first sentence of Subsection 403.01 on page 266, and substitute the following:

This work consists of constructing one or more lifts of WMA pavement meeting the requirements of Section 401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grade, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

### 907-403.05--Basis of Payment.

907-403.05.2--Pay Items. After the last pay item listed on page 276, add the following:

907-403-M: Warm Mix Asphalt, 
$$(1)$$
,  $(2)$   
Type Mixture- per ton907-403-N: Warm Mix Asphalt,  $(1)$ ,  $(3)$ , Leveling  
Type Mixture- per ton907-403-O: Warm Mix Asphalt,  $(1)$ ,  $(4)$ , Trench Widening  
Type Mixture- per ton907-403-P: Warm Mix Asphalt, HT,  $(3)$ , Polymer Modified  
Mixture- per ton907-403-Q: Warm Mix Asphalt, HT,  $(3)$ , Polymer Modified, Leveling  
Mixture- per ton

## SPECIAL PROVISION NO. 907-407-1

CODE: (SP)

DATE: 02/26/2008

## **SUBJECT:** Tack Coat

Section 407, Tack Coat, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-407.02.1--Bituminous Material</u>. Delete the second sentence of the first paragraph of Subsection 407.02.1 on page 281, and substitute the following:

When not specified, the materials shall be as specified in Table 410-A on page 293.

<u>**907-407.03.3--Application of Bituminous Material**</u>. Delete the first paragraph of Subsection 407.03.3 on page 281, and substitute the following.

Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Tack coat shall not be applied during wet or cold weather, after sunset, or to a wet surface. Emulsions shall be allowed to "break" prior to superimposed construction.

<u>**907-407.05--Basis of Payment.</u>** Delete the pay item at the end of Subsection 407.05 on page 282, and substitute the following:</u>

907-407-A: Asphalt for Tack Coat \*

- per gallon

\* Grade may be specified

## **SPECIAL PROVISION NO. 907-601-1**

CODE: (IS)

### DATE: 08/29/2007

### **SUBJECT:** Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

### 907-601.02--Materials.

<u>**907-601.02.1--General.</u>** Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:</u>

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

<u>907-601.03.6.3--Removal of Falsework, Forms, and Housing.</u> Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	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 Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

**<u>907-601.05--Basis of Payment.</u>** Add the "907" prefix to the pay items listed on page 352.

## **SPECIAL PROVISION NO. 907-611-1**

CODE: (SP)

DATE: 05/12/2004

## **SUBJECT:** Brick Pavers

Section 611, Brick Masonry, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Brick Pavers Only:

<u>907-611.01--Description</u>. This work consists of constructing brick paver units, sand setting bed, joint sand, joint fabric, and concrete restraining bands in accordance with this specification and in reasonably close conformity with the lines, grades, dimensions, and details shown on the plans or as directed.

<u>907-611.01.1--Quality Assurance</u>. Construction of the brick pavers shall be by a Contractor with at least one year experience in placing interlocking brick or interlocking concrete pavers.

<u>907-611.01.2--Submittals.</u> The Contractor shall perform the following relative to brick paver submittals:

- Submit shop or product drawings and product data.
- Submit samples of brick paving units to indicate color and shape selections.
- Submit sieve analysis for grading of bedding and joint sand.
- Submit specifications and sample of fabric to be used for joint covering in the construction of the sand setting bed.
- Submit test results for compliance of brick paving units or requirements of ASTM Designation: C 902 and ASTM Designation: C 67 from an independent testing laboratory.
- Submit shop drawings for fabrication, bending, and placement of concrete reinforcement placed within concrete band restraints for the brick pavers.
- Submit laboratory test reports for concrete materials and mix design test as specified.

<u>907-611.01.3--Mock Ups.</u> The Contractor shall install a 10-foot x 10-foot paver area, as described in Subsection 907-611.03.2, to determine surcharge of the sand layer, joint sizes, lines, laying pattern(s) and texture of the job. This shall be the standard from which the work will be judged.

<u>907-611.01.4--Delivery, Storage, And Handling.</u> Brick pavers shall be delivered to the site in steel banded, plastic banded or plastic cubes capable of transfer by fork lift or clamp lift. Pavers shall be unloaded at the job site in such a manner that no damage occurs to the product or the project site.

Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be weighted to resist removal by wind.

<u>907-611.01.5--Weather Conditions.</u> Sand or pavers shall not be installed during rain, snowfall or times of freezing conditions.

## 907-611.02--Materials.

<u>907-611.02.1--Manufactured Brick Paving Units.</u> Brick pavers shall be "English Edge" interlocking brick paver units manufactured by Pine Hall Brick, or an approved equal.

Pine Hall Brick P.O. Box 11044 Winston-Salem, NC 27116-1044 (800) 334-8689

Product overall dimensions, and thickness of paver(s) shall be 4 inches by 8 inches by  $2\frac{1}{4}$  inches thick.

Pavers shall meet the requirements of ASTM Designation: C 902, Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PX and ASTM Designation: C 67 for freeze and thaw requirements. Pavers shall have a compressive strength rating of 12,000 p.s.i. minimum to 15,000 p.s.i. maximum. Cold water absorption shall not exceed 6%.

Brick Type: English Edge Color: Full Range (red)

<u>907-611.02.2--Bedding And Joint Sand.</u> Bedding and joint sand shall be clean non-plastic free from deleterious or foreign matter. The sand shall be natural sand or sand manufactured from crushed rock. Grading of samples shall be done in accordance with the requirements of ASTM Designation: C 136. The particles shall be sharp and conform to grading requirements of ASTM Designation: C 33.

<u>907-611.02.3--Fabric Covering for Inside Corners of Concrete Curbs and Concrete Joints.</u> Wherever the brick paving units overlay a construction or control joint in the concrete base, or wherever the pavers are restrained on the sides by either a concrete curb or concrete band restraint, the Contractor shall fully overlay all joints with either asphalt glass felt meeting the requirements of ASTM Designation: D 2178, or an approved geotextile fabric. Fabric overlap shall be at least 18 inches beyond each side of the joint. The inside corners of all concrete curbs and concrete restraints shall be fully covered, as shown on the drawing details for brick paver installation.

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<u>907-611.02.4--Concrete for Brick Paver Restraining Band.</u> Concrete for Brick Paver Restraining Band shall be Portland Cement, Type 1, or an approved equal. The Contractor shall use one brand of cement throughout the project, unless otherwise approved by the Engineer.

Normal Weight Aggregates shall meet the requirements of ASTM Designation: C 33, and as herein specified. Aggregates for exposed concrete shall be provided from a single source.

Lightweight Aggregates shall meet the requirements of ASTM Designation: C 330.

Water shall be potable.

Air-Entraining Admixture shall meet the requirement of ASTM Designation: C 260.

Subject to compliance, available products which may be incorporated in the work, but are not limited to, are the following:

"Sika Aer"; Sika Corp. "MB-VR or MB-AE"; Master Builders. "Dorex AEA"; W. R. Grace. "Edoco 2001 or 2002"; Edoco Technical Products.

## 907-611.03--Construction Requirements.

**<u>907-611.03.1--General.</u>** Prior to the installation of the brick pavers, the Contractor shall verify that the base is dry and ready to support sand, pavers and imposed loads; verify that the gradients and elevations of the base are correct; and verify the location, type, installation and elevations of the edge restraints around the perimeter area to be paved.

<u>907-611.03.2--Installation.</u> The Contractor shall perform the following during the brick paver installation:

Spread the sand evenly over the base course and screed to one inch thickness. The screeded sand should not be disturbed. Place sufficient sand to stay ahead of laid pavers.

Ensure that pavers are free of foreign materials before installation.

Lay the pavers in a herringbone pattern maintaining straight pattern lines.

Maintain a joint spacing between the pavers of 1/16 inch to a maximum of 1/8 inch wide.

Fill gaps at the edges of the paved area with cut pavers or edge units.

Cut pavers to be placed along the edge with a double bladed splitter or masonry saw.

Use a low amplitude, high frequency plate vibrator capable of 3000 to 5000-pound centrifugal compaction force to vibrate the pavers into the sand.

Vibrate the pavers, sweeping dry sand into the joints and vibrating until they are full. This will require at least two or three passes with the vibrator. <u>Do no vibrate within three feet</u> of the unrestrained edges of the paving units.

All work within three feet of the laying face must be left fully compacted with sand-filled joints at the completion of each day. Cover the remaining uncompacted of each day. Cover the remaining uncompacted edge of the laying face and sand with waterproof covering.

Sweep off excess when the job is complete.

The final surface elevations shall not deviate more than 3/8 inch under a 10-foot straightedge.

The surface elevation of pavers shall be 1/8 inch to 1/4 inch above adjacent inlets, brick collars or channels.

<u>907-611.03.3--Concrete Restraining Band Installation.</u> Unless otherwise indicated, formwork for exposed concrete band restraints shall be constructed with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. The largest practicable sizes shall be furnished to minimize number of joints. Form material shall be furnished with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection. Plywood shall comply with U. S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class 1, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

Concrete design mixes for normal weight concrete shall be provided with the following properties:

28-day compressive strength	3000 psi
W/C ratio	0.58 maximum, non-air-entrained
	0.46 maximum, air-entrained

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the State and as accepted by the Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Engineer before being incorporated in the work.

Air-entraining admixture shall be used in exterior exposed concrete, unless otherwise indicated. Air-entraining admixture shall be added at manufacturer's prescribed rate to result in concrete, at the point of placement, having an air content with following limits:

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Ready-Mix concrete shall comply with requirements of ASTM Designation: C 94, and as herein specified.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM Designation: C 94 may be required.

When the air temperature is between  $85^{\circ}F$  and  $90^{\circ}F$ , mixing and delivery time shall be reduced from 1½ hours to 75 minutes, and when the air temperature is above  $90^{\circ}F$ , mixing and delivery time shall be reduced to 60 minutes.

Design formwork shall be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials. Forms shall be constructed to the sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Forms shall be fabricated for easy removal without hammering or prying against concrete surfaces. Crush plates or wrecking plates shall be provided where stripping may damage cast concrete surfaces.

Exposed corners and edges, as indicated, shall be chamfered using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Contact surfaces of forms shall be coated with a form-coating compound before reinforcement is placed. Contractor shall use thin form-coating compounds only with thinning agent of the type, and in amount, and under conditions of form-coating compound manufacturer's directions. Excess form-coating material shall not be allowed to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Form-coating material shall be applied in compliance with manufacturer's instructions. Steel forms shall be coated with a non-staining, rust-preventative form oil to protect the forms against rusting. Rust-stained steel formwork will not be allowed.

Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" shall be used for details and methods of reinforcement placement and supports, and as herein specified. Loose rust, mill scale, dirt, ice, and other materials which reduce or destroy bond with concrete shall be cleaned from the reinforcement. Reinforcement shall be accurately positioned, supported and secured to prevent displacement by formwork, construction, or concrete placement operations. Reinforcement shall be located and supported by metal chairs, runners, bolsters, spacers, and hangers, as required. Tie bars and bar supports shall be arranged, spaced and secured to hold the reinforcement in position during concrete placement operations. Wire ties shall be set so the ends are directed into concrete, not toward exposed concrete surfaces.

Construction joints which are not shown on drawings shall be located and installed so as not to impair strength and appearance of the structure, or as approved to Engineer. Construction joints shall be spaced approximately 20 feet on center and shall be evenly spaced between the roadway curbs, in such situations. Construction joints shall be placed perpendicular to the main reinforcement. Reinforcement shall continue across construction joints.

Contraction joints may be formed by saw cuts as soon after slab finishing without dislodging aggregate.

Non-slip broom finish shall be applied to the tops of the concrete restraining bands to match the finish of the roadway curbs.

Finished unformed surfaces that contain defects which affect the durability of concrete shall be repaired. Surface defects, as such, include crazing, cracks in excess of 0.001-inch wide, or which penetrate to the reinforcement, or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions shall be repaired.

<u>907-611.03.4--Field Quality Control.</u> After removal of excess sand, the final elevations shall be checked for conformance to the drawings.

<u>907-611.04 -- Method of Measurement.</u> Brick pavers, complete and accepted, will be measured per square foot, as indicated in the construction documents and in the bid schedule of the contract.

<u>907-611.05 -- Basis of Payment.</u> Brick pavers, measured as prescribed above, will be paid for at the contract unit price bid per square foot, which price shall be full compensation for furnishing interlocking brick paving units; paver setting sand; fabric for covering inside corners of concrete curbs, reinforced concrete restraining bands and construction/control joints; shipping/freight costs; taxes; labor and equipment used for installation, storage and protection of the materials both on-site and off; clean-up and incidentals necessary to complete the work.

Payment will be made under:

907-611-B: Brick Pavers

- per square foot

### **SPECIAL PROVISION NO. 907-618-4**

CODE: (SP)

DATE: 12/12/2006

### **SUBJECT:** Placement of Temporary Traffic Stripe

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>**907-618.03.3--Safe Movement of Traffic.</u>** Delete subparagraphs (2) and (3) of Subsection 618.03.3 on pages 415 & 416, and substitute the following:</u>

(2) Temporary edge lines on projects requiring shoulders constructed of granular material may be delayed for a period not to exceed three (3) days.

Temporary edge lines placed on the final pavement course of projects requiring paved shoulders with surface treatment may be placed on the adjacent shoulder in as near the permanent location as possible until the surface treatment is placed. When the edge lines are obliterated by the placement of the surface treatment, the edge lines shall be placed in the permanent stripe location. The replacement of edge lines may be delayed for a period not to exceed three (3) days for a two or three-lane roads.

## **SPECIAL PROVISION NO. 907-619-3**

CODE: (SP)

### DATE: 11/27/2006

## SUBJECT: Temporary Traffic Stripe, Blue-ADA

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

### 907-619.02--Materials.

**<u>907-619.02.1--Painted Traffic Stripe.</u>** After the first paragraph of Subsection 619.02.1 on page 419, add the following:

Blue-ADA paint marking material shall meet the requirements of Subsections 710 and 720 with the exception that the color shall be Blue-ADA.

907-626.05--Basis of Payment. After the fifth pay item listed on page 428, add the following:

907-619-A5:	Temporary Traffic Stripe, Detail, Blue-ADA	- per linear foot
907-619-A6:	Temporary Traffic Stripe, Legend, Blue-ADA	- per square foot

## SPECIAL PROVISION NO. 907-626-15

CODE: (IS)

DATE: 03/17/2008

### **SUBJECT:** Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**<u>907-626.05-Basis of Payment.</u>** Add the "907" prefix to the pay items listed on page 446.

#### SPECIAL PROVISION NO. 907-626-24

CODE: (SP)

#### DATE: 11/08/2011

#### **SUBJECT:** Thermoplastic Blue ADA Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-626.02--Materials.</u> After the first paragraph of Subsection 626.02.1 on page 443, add the following:

Blue-ADA thermoplastic marking material shall meet the requirements of Subsection 720.02 with the exception that the color shall be blue-ADA. In lieu of the above material requirements, the Contractor may use hot applied thermoplastic materials meeting the satisfaction of the Engineer.

**<u>907-626.04--Method of Measurement.</u>** After the last paragraph of Subsection 626.04 on page 446, add the following:

For pay items indicated to be 4-inch equivalents, the detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than four inches in width will be converted to equivalent lengths of four-inch stripe. Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than four inches in width will be converted to equivalent lengths of four-inch widths. Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

<u>907-626.05--Basis of Payment.</u> Delete the first sentence under Subsection 626.05 on page 446 and substitute the following:

Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following pay items after pay item 626-G on page 446.

907-626-G:	Thermoplastic Detail Stripe, Blue-ADA	- per linear foot
907-626-H:	Thermoplastic Legend, Blue-ADA	- per square foot
907-626-H:	Thermoplastic Legend, Handicap Symbol, Color	- per each

#### **SPECIAL PROVISION NO. 907-631-1**

CODE: (SP)

#### DATE: 05/04/2010

#### **SUBJECT:** Flowable Fill

Section 631, Flowable Fill, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted in toto and replaced as follows:

#### SECTION 907-631 - FLOWABLE FILL

<u>907-631.01--Description</u>. This work shall consist of furnishing and placing a flowable fill material. Uses include, but are not limited to, placement under existing bridges, around or within box culverts or pipe culverts, or at other locations shown on the plans.

<u>907-631.02--Materials.</u> All materials shall meet the requirements of the following Subsections, or as stated herein:

Fine Aggregate	*
Portland Cement	
Fly Ash	
Air Entraining Admixtures **	
Water	. 714.01.1 and 714.01.2
Calcium Chloride **	714.02

\* The gradation of the fine aggregate shall be fine enough for the fine aggregate to stay in suspension in the mortar to the extent required for proper flow and shall conform to the following grading:

Sieve Size	<u>% Passing</u>
1/2 inch	100
No. 200	< 1

\*\* High air generators shall be used, as required, in order to increase the total air content to 25 – 35%. Only approved high air generators shall be used to obtain the required air content. Either a Type C or E chemical admixture or maximum 1.0% calcium chloride by weight of the total cementitious materials may be added as required by the application and with the approval of the Engineer. Calcium chloride may not be used where the flowable fill comes into contact with metal. Adding the Type C or E chemical admixture or calcium chloride does not require a different or new mixture design from one previously approved.

<u>907-631.02.1--Mixture Design</u>. Flowable fill is a mixture of Portland cement, fine aggregate, water, and, as required to obtain the required total air content, either high air generators or air

entraining admixtures. Fly ash shall be used for Non-Excavatable applications. Flowable fill contains a low cementitious content for reduced strength development.

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At least 30 days prior to production of flowable fill, the Contractor shall submit to the Engineer proposed flowable fill mixtures design following the mixture design submittal procedures listed in the Department's *Concrete Field Manual*.

The concrete producer shall assign a permanent unique mixture number to each flowable fill mixture design. All flowable fill mixture designs will be reviewed by the Materials Division prior to use. Flowable fill mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

Once approved, a flowable fill mixture design may be transferred to other projects without additional testing provided the material sources have not changed. Allowable changes in material sources shall meet the requirements of the Department's *Concrete Field Manual*, Section 5.7. For allowable changes in material sources, the mixture design shall be re-verified following the requirements of Subsection 907-631.02.1.2.

<u>907-631.02.1.1--Proportioning of Mixture Design</u>. The mixture design proportions shall be determined based on batches mixed using production equipment.

Table 1, "Flowable Fill Mixture Design Proportioning Guide", is a guide for proportioning flowable fill, except where noted.

	0 1	0
	Excavatable	Non-Excavatable
Material	Amount (lbs/yd <sup>3</sup> )	
Cement	75 – 150 *	75 – 150 *
Fly Ash	-	150 - 600 *
Fine Aggregate	**	**
Water	***	***

Table 1Flowable Fill Mixture Design Proportioning Guide

- \* Guideline for proportioning. The actual amount may vary from the amount listed the Table 1.
- \*\* Fine aggregate shall be proportioned to yield one cubic yard of mixture as verified by unit weight.
- \*\*\* Mixture designs shall produce a consistency that will result in a flowable self-leveling product at time of placement.

Each mixture design shall be verified using production equipment prior to submittal of the mixture design for review. During the verification, the mixture design shall meet the

requirements of the "Performance Requirements Flowable Fill Design" listed in Table 2. The verification performance data and the corresponding batch ticket shall be submitted with the mixture design.

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Mixture Property	Performance Requirement		Required Test		
Mixture Property	Excavatable	Non-Excavatable	Method		
Consistency	Approximate 8	-inch spread	(see below)		
Total Air Content (%)	25 - 35	5 – 15	AASHTO T121		
28 Day Compressive Strength (psi)	_	Minimum 125	AASHTO T22 and T23		
Unit Weight (lbs/ft <sup>3</sup> )	90 - 110	100 - 125	AASHTO T121		

Table 2Performance Requirements for Verification of Flowable Fill Mixture Designs

The consistency of the fresh mixture shall be that of a thin slurry. The consistency shall be tested by filling to the top a three-inch diameter by six-inch high cylinder which is open on both ends. With the mixture in the cylinder, immediately pull the cylinder straight up. The correct consistency of the mixture will produce a spread meeting the requirements in Table 2 with no segregation.

**<u>907-631.02.1.2--Verification of Mixture Design.</u>** The verification shall be performed by the Contractor prior to submittal of the mixture design proportions for review. The verification performance data and the corresponding batch ticket shall be submitted with the mixture design. The verification shall be performed using the batching and mixing equipment anticipated to be used during production of the mixture for the project</u>. In addition to the performance requirements listed in Table 2, the verification shall meet the batching tolerance requirements for the material weights listed in the Department's *Concrete Field Manual*.

Adjustments of the proportions of fine aggregate and/or water shall be made to achieve suspension of the fine aggregate.

The requirements in Table 2 for consistency, percent total air content, compressive strength, and unit weight are for verification of the mixture design proportion purposes only and are not intended for jobsite acceptance requirements.

<u>907-631.02.2--Acceptance of Mixture.</u> The acceptance of the mixture at the job site will be based on the performance of the flowable fill mixture placed and will be at the discretion of the Engineer. For acceptance of the mixture at the job site, the mixture shall be self-leveling and shall not settle, segregate, or have excessive bleed water.

<u>907-631.02.3--Manufacturing.</u> Flowable fill will be batched, mixed, and transported in accordance with the requirements of Section 804.

907-631.02.4--Sampling and Testing. The yield shall be determined by testing the first load

placed on each production day in accordance with AASHTO Designation: T121. If adjustments are made to the mixture design proportions to correct for yield, the yield shall be determined on the next load with the adjusted proportions.

<u>907-631.03--Construction Requirements.</u> Prior to placing flowable fill, each end of the structure shall be plugged leaving an opening at each end no larger than necessary to accommodate the filling equipment. Flowable fill shall be discharged from the mixer by any reasonable means into the area to be filled. Unless otherwise approved by the Engineer, filling will begin on the downstream end of the structure and continue until no further material will enter the structure. The flowable fill will then be continued from the upstream end of the structure.

**<u>907-631.04--Method of Measurement.</u>** Flowable fill will be measured by the cubic yard which will be determined from the yield in accordance with the requirements of Subsection 907-631.02.4. The yield will be calculated by dividing the actual batch weights of each load by the unit weight of the mix, which will be determined by testing the first load placed on each production day.

<u>907-631.05--Basis of Payment.</u> Flowable fill, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for furnishing all labor, equipment, tools and materials to complete the work.

Payment will be made under:

907-631-A: Flowable Fill, Excavatable

- per cubic yard

907-631-B: Flowable Fill, Non-Excavatable

- per cubic yard

#### SPECIAL PROVISION NO. 907-701-4

CODE: (IS)

DATE: 11/09/2010

#### **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:

<u>907-701.01--General</u>. 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.

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<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>

<u>907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or</u> <u>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, or silica fume shall be as follows in Table 1.

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> )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, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II ** cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, 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 ( $C_3A$ ) 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 ( $C_3A$ ) 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.

**907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or** <u>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.</u>

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

#### 907-701.04--Blended Hydraulic Cement.

#### 907-701.04.1--General.

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

Type I(SM)–Slag-modified Portland cementType IS–Portland blast-furnace slag cementType I(PM)–Pozzolan-modified Portland cementType 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.

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<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.

#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-9

DATE: 12/12/2011

#### **SUBJECT:** Aggregates

After the last paragraph on page 3, add the following:

<u>907-703.20.3--Gradation</u>. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following

	Shell		Coarse		Medium	Fine
Square Mesh		Size I	Size II	Size III		
Sieves			Note (1)	Note (3)		
3 inch				100		
2 1/2 inch	90-100			90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch		12-65	12-65		97-100	
No. 4, Note (2)		0-30	0-30		92-100	
No. 10		0-8	0-8		80-100	100
No. 40					10-40	80-100
No. 60					0-20	30-100
No. 100						15-80
No. 200	0-5	0-4	0-4		0-5	0-30
PI Material Passing No. 40					6 or less	0

#### PERCENT PASSING BY WEIGHT

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

#### SPECIAL PROVISION NO. 907-703-9

CODE: (IS)

DATE: 11/09/2010

#### **SUBJECT:** Aggregates

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.

<u>907-703.04.1--Coarse Aggregate.</u> Delete the first paragraph of Subsection 703.04.1 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, concrete, or combination thereof.

**<u>907-703.04.2--Fine Aggregate.</u>** Delete the first sentence of the first paragraph of Subsection 703..04.2 on page 612, and substitute the following:

Fine aggregate, defined as material passing no. 8 sieve, shall be material resulting from the crushing of stone, slag, 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	ing 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

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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.

Crushed Concrete				
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			

907-703.06--Aggregates for Hot Mix Asphalt.

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<u>907-703.06.1.2--Fine Aggregates</u>. Delete the last sentence of Subsection 703.06.1.2 on page 614.

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#### SPECIAL PROVISION NO. 907-708-5

CODE: (IS)

DATE: 05/12/2008

#### **SUBJECT:** Non-Metal Drainage Structures

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-708.02.1.2--Fly Ash</u>. In the first sentence of Subsection 708.02.1.2 on page 639, change "20 percent" to "25%".

<u>907-708.02.3.2--Marking</u>. Delete the second sentence of Subsection 708.02.3.2 on page 640, and substitute the following:

Machine made pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

907-708.17--Corrugated Plastic Pipe Culverts.

<u>907-708.17.1--Corrugated Polyethylene Pipe Culverts</u>. Delete the first sentence of the first paragraph of Subsection 708.17.1 on page 645 and substitute the following.

Corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 294, Type S and/or SP, as applicable, and shall have soil tight joints, unless otherwise specified.

Delete the last sentence of the second paragraph of Subsection 708.17.1 on page 645.

After Subsection 708.17.1 on page 645, add the following:

# **907-708.17.1.1--Inspection and Final Acceptance of Corrugated Polyethylene Pipe Culverts.** Approximately 50% of the installed length of corrugated polyethylene pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a "go,

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

no-go" mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

**<u>907-708.17.2--Corrugated Poly (Vinyl Chloride) (PVC) Pipe Culverts.</u> Delete the first sentence of the first paragraph of Subsection 708.17.2 on page 645 and substitute the following.** 

Corrugated poly (vinyl chloride) (PVC) pipe shall conform to the requirements of AASHTO Designation: M 304 and shall have soil tight joints, unless otherwise specified. Non-perforated PVC pipe used in underdrains shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

After Subsection 708.17.2 on page 645, add the following:

**907-708.17.2.1--Inspection and Final Acceptance of Poly (Vinyl Chloride) (PVC) Pipe** <u>Culverts</u>. Approximately 50% of the installed length of PVC pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a "go, no-go" mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

#### 907-708.18--Sewer Pipe Used for Underdrains.

**<u>907-708.18.1--General.</u>** After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

<u>907-708.18.3--Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe</u>. After the first sentence of Subsection 708.18.3 on page 645, add the following.

Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

<u>907-708.18.4--Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe</u>. Delete the paragraph in Subsection 708.18.4 on page 645 and substitute the following.

This pipe shall conform to the following requirements. For pipe sizes less than or equal to six inches ( $\leq 6$ "), the pipe shall be Class PS46 meeting the requirements of AASHTO Designation: M 278. For pipe sizes greater than six inches (> 6"), the pipe shall meet the requirements of AASHTO Designation: M 304. Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

Delete Subsection 708.19 on page 645 and substitute the following:

<u>907-708.19--Corrugated Polyethylene Pipe</u>. This pipe shall be high density polyethylene pipe or drainage tubing meet the requirements of AASHTO Designation: M 294, Type S or SP, or

<u>907-708.22.2--Exceptions to AASHTO.</u> Delete the sixth paragraph of Subsection 708.22.2 on page 647.

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#### SPECIAL PROVISION NO. 907-709-1

CODE: (SP)

DATE: 05/05/2008

#### **SUBJECT:** Metal Pipe

Section 709, Metal Pipe, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 709.02 on page 649, add the following:

<u>907-709.02.1--Aluminized Corrugated Metal Culvert Pipe and Pipe Arches</u>. All aluminized metal pipe and arches shall be manufactured from Type 2 corrugated metal pipe and arches in accordance with the requirements of Subsection 709.02.

#### 907-709.03--Bituminous Coated Corrugated Metal pipe and Pipe Arches.

<u>907-709.03.1--Materials.</u> Delete the first sentence of the first paragraph of Subsection 709.03.1 on page 649, and substitute the following:

Bituminous coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 190 and be completely coated inside and out with an asphalt cement which will meet the performance requirements hereinafter set forth.

<u>907-709.05--Polymer Coated Corrugated Metal Pipe and Pipe Arches</u>. Delete the first sentence of the first paragraph of Subsection 709.05 on pages 649 and 650, and substitute the following:

Polymer coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 245, except the minimum gauge thickness shall be as shown on the plans or in the contract; however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe will be determined by inside measurement between the crests of the corrugations. Corrugations greater than 3" x 1" will not be allowed in arch pipe.

<u>**907-709.06--Corrugated Metal Pipe for Underdrains.</u> Delete the sentence in Subsection 709.06 on page 650, and substitute the following:</u>** 

Corrugated metal pipe shall conform to AASHTO Designation: M 36, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

<u>907-709.06.1--Aluminized Corrugated Metal Culvert Pipe For Underdrains</u>. All aluminized corrugated metal pipe for underdrains shall be manufactured from Type 2 corrugated metal pipe

and arches in accordance with the requirements of AASHTO Designation: M 36, Type III. Manufacturer must repair any damaged coating caused from perforating the pipe.

<u>907-709.07--Bituminous Coated Corrugated Metal Pipe for Underdrains</u>. Delete the sentence in Subsection 709.07 on page 650, and substitute the following:

Bituminous coated corrugated metal pipe shall conform to the requirements of AASHTO Designation: M 190, Type A with a bituminous coating applied in accordance with the requirements of Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

<u>907-709.08--Polymer Coated Corrugated Metal Pipe for Underdrains</u>. Delete the sentence in Subsection 709.08 on page 650, and substitute the following:

The metal pipe for underdrains shall conform to the requirements of AASHTO Designation: M 245, Type III and the polymer coating shall conform to the requirements of Subsection 709.05. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe. Manufacturer must repair any damaged coating caused from perforating the pipe.

<u>907-709.09--Corrugated Aluminum Alloy Culvert Pipe and Arches</u>. Delete the first sentence in Subsection 709.09 on page 650, and substitute the following:

Corrugated aluminum culvert pipe and arches shall conform to the requirements of AASHTO Designation: M 196, Type IA.

<u>907-709.10--Corrugated Aluminum Alloy Pipe for Underdrains</u>. Delete the first sentence in Subsection 709.10 on page 650, and substitute the following:

Corrugated aluminum pipe underdrains shall conform to the requirements of AASHTO Designation: M 196, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

<u>907-709.11--Bituminous Coated Corrugated Aluminum Alloy Culvert Pipe and Arches</u>. Delete the sentence in Subsection 709.11 on page 650, and substitute the following:

Bituminous coated aluminum culvert pipe and arches shall conform to AASHTO Designation: M 196, Type IA, and in addition shall be coated inside and out as specified in Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

<u>907-709.13--Bituminous Coated Corrugated Aluminum Alloy Pipe for Underdrains</u>. Delete the sentence in Subsection 709.13 on page 650, and substitute the following:

This pipe shall conform to AASHTO Designation: M 196, Type III, and shall be coated with bituminous material conforming to AASHTO Designation: M 190, type coating as specified. Manufacturer must repair any damaged coating caused from perforating the pipe.

#### **SPECIAL PROVISION NO. 907-710-1**

CODE: (SP)

DATE: 06/24/10

#### SUBJECT: Fast Dry Solvent Traffic Paint

Section 710, Paint, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is amended as follows:

After Subsection 710.05 on Page 661, add the following:

<u>907-710.06—Fast Dry Solvent Traffic Paint.</u> Fast dry solvent traffic paints intended for use under this specification shall include products that are single packaged and ready mixed. Upon curing, these materials shall produce an adherent, reflective pavement marking capable of resisting deformation by traffic. The manufacturer shall have the option of formulating the material according to their own specifications. However, the requirements delineated in this specification, Section 619 and Section 710 shall apply regardless of the formulation used. The material shall be free from all skins, dirt and foreign objects.

#### 907-710.06.1—Composition.

<u>907-710.06.1.1—Percent Pigment.</u> The percent pigment by weight shall be not less than 51% nor more than 58% when tested in accordance with ASTM D 3723.

<u>907-710.06.1.2—Viscosity.</u> The consistency of the paint shall be not less than 75 nor more than 95 Krebs Units (KU) when tested in accordance with ASTM D 562.

<u>907-710.06.1.3</u>—Weight per Gallon. The paint shall weigh a minimum 11.8 pounds per gallon and the weight of the production batches shall not vary more than +/- 0.5 pounds per gallon from the weight of the qualification samples when tested in accordance with ASTM D 1475.

<u>907-710.06.1.4—Total Solids.</u> The percent of total solids shall not be less than 70% by weight when tested in accordance with ASTM D 2369.

<u>907-710.06.1.5—Dry Time (No pick-up).</u> The paint shall dry to a no tracking condition in a maximum of 10 minutes.

<u>907-710.06.1.6—Volatile Organic Content.</u> The volatile organic content (VOC) shall contain a maximum of 1.25 pounds of volatile organic matter per gallon of total non-volatile paint material when tested in accordance with ASTM D 3960.

<u>907-710.06.1.7—Bleeding.</u> The paint shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specification TT-P-115D.

<u>907-710.06.1.8—Color.</u> The initial daytime chromaticity for yellow materials shall fall within the box created by the following coordinates:

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	Buytime emonation coordinates (conter romes)					
		1	2	3	4	
Х		0.53	0.51	0.455	0.472	
У	1	0.456	0.485	0.444	0.4	

#### **Daytime Chromaticity Coordinates (Corner Points)**

The initial daytime chromaticity of white materials shall fall within the box created by the following coordinates:

Da	Daytime Chromaticity Coordinates (Corner Points)					
	1	2	3	4		
х	0.355	0.305	0.285	0.355		
у	0.355	0.305	0.325	0.375		

#### Daytime Chromaticity Coordinates (Corner Points)

<u>907-710.06.2—Environmental Requirements.</u> All yellow materials using lead chromate pigments shall meet the criteria of non-hazardous waste as defined by 40 CFR 261.24 when tested in accordance with EPA Test Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). The striping and marking material , upon preparation and installation, shall not exude fumes which are toxic, or detrimental to persons or property. All material using lead free pigments shall NOT contain either lead or other Resource Conservation and Recovery Act (RCCA) materials in excess of the standard defined by EPA Method 3050 and 6010.

<u>907-710.06.3—Acceptance Procedures.</u> Acceptance of all fast dry solvent based traffics paint will be based on the Manufacturer's Certification and Certified Test Results. The Contractor shall furnish the Engineer with three copies of the manufacturer's certification stating that each lot of material in a shipment complies with the requirements of this contract. In addition, the Contractor shall provide Certified Test Reports for all tests required by this specification. The test results shall be representative of the material contained with the shipment.

#### SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

#### DATE: 06/26/2009

#### 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:

<u>907-711.04--Synthetic Structural Fiber.</u> The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

<u>907-711.04.1--Material Properties.</u> The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

<u>907-711.04.2--Minimum Dosage Rate.</u> The dosage rate shall be such that the average residual strength ratio ( $R_{150,3.0}$ ) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for  $R_{150,3.0}$  shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for  $R_{150,3}$  shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength  $(f_{150,3,0})$  shall be determined using the following equation:

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$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

 $f_{150,3,0}$  is the residual flexural strength at the midspan deflection of L/150, (psi),

 $P_{150,3,0}$  is the residual load capacity at the midspan deflection of L/150, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

*d* is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the  $P_{150,3.0}$  shall be measured at a midspan deflection of 0.12 inch.

Additionally,  $R_{150,3.0}$ ,  $f_{150,3.0}$ , and  $P_{150,3.0}$  may also be referred to as  $R_{150}^{150}$ ,  $f_{150}^{150}$ , and  $P_{150}^{150}$  respectively.

At the dosage rate required to achieve the minimum  $R_{150,3}$ , the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

**<u>907-711.04.3--Job Control Requirements.</u>** The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

#### SPECIAL PROVISION NO. 907-713-2

CODE: (IS)

#### DATE: 11/09/2010

#### **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 Concrete</u>. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished 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 Standard Specification.

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.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

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

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

<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.

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#### SPECIAL PROVISION NO. 907-714-6

CODE: (IS)

DATE: 11/09/2010

#### **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 exception:

The loss on ignition shall not exceed 6.0 percent.

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.

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<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.

<u>907-714.07.1.2--Source Approval.</u> 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.

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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 ( $C_3A$ ) 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  $SiO_2 + Al_2O_3 + Fe_2O_3$  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  $Na_2O$ , 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.

#### <u>907-714.07.2--Silica Fume.</u>

<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 ( $C_3A$ ) 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.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following:

#### 907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair.

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Rapid setting 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. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of  $\pm 0.15\%$  in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and place in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

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The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

## **<u>907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete.</u> 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.

**<u>907-714.11.8.1--General.</u>** 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.

#### **SPECIAL PROVISION NO. 907-720-1**

CODE: (IS)

DATE: 3/17/2008

#### **SUBJECT:** Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>**907-720.02--Thermoplastic Pavement Markings.</u>** Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:</u>

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

#### SPECIAL PROVISION NO. 907-804-13

CODE: (IS)

#### DATE: 11/09/2010

#### **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. 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.

Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Blended Cement	
Ground Granulated Blast Furnace Slag (GGBFS)	
Silica Fume	

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.

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

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

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Testing of Aggregates	AASHTO Designation: T 19,	MDOT Class II certification
	T 27, T 84, T 85, T 248, and	
	T 255	
Proportioning of Concrete	AASHTO Designation: M 157	MDOT Class III
Mixtures*	and R 39	
Interpretation and	AASHTO Designation: T 325	MDOT Class III or Two
Application of Maturity	and ASTM Designation:	hours maturity method
Meter Readings	C 1074	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 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 mixture designs complying with the Department's *Concrete Field Manual*.

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 eight (8) inches with :
  - an approved water-reducing admixture,
  - an approved water-reducing/set-retarding admixture, or
  - a combination of an approved water-reducing admixture and an approved setretarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.
- \*\*\*\* 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:

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Any combinations of admixtures shall be approved by the Engineer before their use.

**907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial** <u>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 first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following:</u>** 

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus  $1\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus  $2\frac{1}{2}$ -inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus  $1\frac{1}{2}$  percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note \*\*\*\*\* below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\* below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\* below Table 3.

For Classes F and FX, the slump shall be within a minus 1<sup>1</sup>/<sub>2</sub>-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2<sup>1</sup>/<sub>2</sub>-inch tolerance of the maximum permitted for mixtures with a maximum permitted

slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\* below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\* below Table 3.

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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 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.

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.

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<u>**907-804.02.12.3--Documentation.**</u> 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.

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

In Table 4 of Subsection 804.02.12.5 on page 857, replace "One set (two cylinders) for 0-100 yd<sup>3</sup> inclusive" with "A minimum of one set (two cylinders) for each 100 yd<sup>3</sup>,"

<u>907-804.02.13--Quality Assurance Sampling and Testing.</u> 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.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following:

#### 907-804.02.13.1--Basis of Acceptance.

<u>907-804.02.13.1.1--Sampling</u>. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

**<u>907-804.02.13.1.2--Slump</u>**. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

<u>907-804.02.13.1.3--Air</u>. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

<u>907-804.02.13.1.4--Yield</u>. If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ( $\pm$ 3%). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

<u>907-804.02.13.1.5--Temperature</u>. 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.

<u>907-804.02.13.1.6--Compressive Strength</u>. Laboratory cured concrete compressive strength tests shall conform to the specified strength  $(f'_c)$  listed in the specifications. Concrete represented by compressive strength test below the specified strength  $(f'_c)$  may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

**Projects with 1000 Cubic Yards and More.** When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength ( $f_c$ ) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress ( $f_c$ ), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

% Reduction = 
$$\frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

 $f'_c$  = Specified 28-day compressive strength, psi

- X = Individual compressive strength below  $f'_c$ , psi
- s =standard deviation, psi\*
- $f_c$  = allowable design stress, psi
- \* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below  $f'_c$ . If below  $f'_c$  strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

**Projects of More Than 200 but Less Than 1000 Cubic Yards.** When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

% Reduction = 
$$\frac{(f'_c - X)}{f'_c} \times 100$$

where:

 $f'_c$  = Specified 28-day compressive strength, psi X = Individual compressive strength below  $f'_c$ , psi

## 907-804.03--Construction Requirements.

## 907-804.03.6--Handling and Placing Concrete.

**<u>907-804.03.6.2--Consolidation.</u>** After the last sentence of Subsection 804.03.6.2 on page 864, add the following:

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

<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.

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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	1000 psi

## **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.

Structure Component	<b>Quantity of Concrete</b>	No. of Probes
Slabs, beams, walls, & miscellaneous items	$0 - 30 \text{ yd}^3$	2
	$> 30 \text{ to } 60 \text{ yd}^3$	3
	$> 60 \text{ to } 90 \text{ yd}^3$ $> 90 \text{ yd}^3$	4
	$> 90 \text{ yd}^3$	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	

Table 7Requirements for use of Maturity Meter Probes

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

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

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.

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

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.

**<u>907-804.05--Basis of Payment.</u>** Add the "907" prefix to the pay items listed on page 898.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SPECIAL PROVISION NO. 907-809-1

CODE: (SP)

DATE: 11/27/2011

SUBJECT: Temporary Shoring Wall Systems

# PROJECT: STP-2175-00(012) – Pike County

Section 809, Retaining Wall Systems of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for the Temporary Shoring Wall Systems Only.

# SECTION 907-809 – TEMPORARY SHORING WALL SYSTEMS

**907-809.01--Description.** This work shall consist of the designing, furnishing, installing, maintaining, and removing (if required by the Engineer) the temporary shoring walls described herein in accordance with the lines, grades and dimensions shown in the plans and specifications. A temporary shoring wall shall be as shown in the plans or may be, but is not limited to one of the following types:

- 1. Steel sheet pile wall cantilevered, braced or tieback
- 2. Steel soldier piles with lagging cantilevered, braced or tieback
- 3. Temporary Mechanically Stabilized Earth (MSE) wall with welded wire form facing and geosynthetic wrap for fill situations.

This item is designated as "temporary" due to its limited service life that is typical until construction of a permanent structure (i.e. embankment, bridge abutment, box culvert, etc.) is completed. Even though the shoring is "temporary" it may remain in place at the end of construction due to the impracticality of removing the shoring components (i.e. soldier piles, tie backs, soil reinforcement, or portions thereof, etc.) or the potential of damage to the permanent structure that may exist during extraction of the shoring components.

**907-809.01.1--General.** Temporary shoring wall systems shall comply with all material, fabrication and construction requirements found in the Standard Specifications and the construction plans. All costs associated with the design and construction of the wall system selected by the Contractor shall be included in the bid price for the wall. The Contractor may select different wall types for different sites, as provided for on the plans.

The time required for preparation and review of wall shop drawings shall be charged to the allowable contract time. No additional compensation will be made for any additional material, equipment, or other items found necessary to comply with the project specifications as a result of

review by the Department. All submittals shall be submitted to the State Geotechnical Engineer for approval prior to construction.

The temporary shoring wall system shall follow the lines, grades, and location as shown in the plans. In the event that plan dimensions are revised due to field conditions or other reasons, the Contractor shall be responsible for revising the wall plans, design calculations, and summary of quantities.

**907-809.01.2--Submittals.** The Temporary Shoring Wall System installation submittal shall include a construction sequence manual, the name and address of the General Contractor and Wall Subcontractor, the Wall Installer personnel and experience levels of each on past projects similar to the chosen wall system.

Submit documentation for the Superintendent assigned to this project verifying employment with the Wall Installer and a minimum of 5 years experience with the chosen wall system. Include past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc.

All work performed shall be with the Superintendent submitted and accepted. If a different Superintendent is required during construction, suspend wall construction until the replacement Superintendent is submitted and accepted.

Submit a detailed project specific construction sequence and a field construction manual describing with illustrations the step-by-step wall construction process for the chosen Temporary Shoring Wall System.

**907-809.01.2.1--Initial Design Submittal.** The initial design submittal shall include three sets of wall plans and three sets of design calculations and notes. The wall plans and design calculations and notes shall clearly state the wall type chosen. The wall plans and design calculations will be returned to the Contractor after review by the Department within fifteen (15) calendar days of receipt.

The calculations shall include, but not be limited to, those items listed below. The designer/supplier furnishing the plans and calculations for the wall system proposed shall be responsible for the internal and external stability of the wall system. All final design calculations and plans shall be prepared, stamped and signed by a Professional Engineer licensed to practice in the State of Mississippi.

The drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the wall. The wall system plans shall include, but not be limited to, the following items:

- 1. A plan and elevation sheet or sheets for each wall shall contain the following:
  - a. The elevation view of the wall which shall indicate the elevation/stations at the top and bottom of the wall, at all horizontal and vertical break points, and at all

whole stations and 25 foot station increments along the wall, including elevations at the top of leveling pads and footings, and the original and final ground line.

- b. The plan view of the wall shall show the offset from the construction centerline to the face of the wall at all changes in horizontal alignment. Also included should be the limits of the soil reinforcement and any drainage structures or pipes lying behind or extending through or under the wall.
- c. The general notes and design parameters portion shall include design soil characteristics and all other pertinent notes required for construction of the walls. Provide the factored bearing resistance and factored bearing pressure for each wall height increment.
- d. All horizontal and vertical curve data affecting the wall shall be included.
- e. A list of all required materials and the required quantity of each shall be provided on the elevation sheet of each wall.
- 2. All bracing or tieback details shall be included, if required.
- 3. All details for foundations and leveling pads shall be shown including steps in the footings or leveling pads. Foundations and leveling pads shall have a minimum cover of two feet.
- 4. All wall facing, coping, and lagging shall be detailed. The details shall include all dimensions necessary to construct the element.
- 5. Details should be included for the walls around any existing drainage facilities.
- 6. All details concerning the appearance of the wall face shall be included.

The plans that are submitted with the initial design submittal shall be prepared on standard 24-inch by 36-inch sheets. Each sheet shall have a title block in the lower right hand corner. The title block shall include the sheet number of the drawing, type of wall designated, the project number, and the Contractor.

The design calculations and notes shall contain the project number, type of wall designated, date of preparation, and the name of the designer. The package shall have a clear index outlining the design notes and shall include an explanation of the design procedure, explanation of any symbols, and technical documentation of any computer programs used. The design calculations shall clearly state the factors of safety for sliding, pullout, rupture, and overturning. In addition, the bearing pressures beneath the wall footing used in the calculations shall be noted.

**907-809.01.2.2--Final Plan Submittal.** All final construction plans shall be submitted on 24-inch by 36-inch reproducible mylar sheets. In addition the plans shall be accompanied by a Compact Disks containing the plans in Tagged Image File Format (TIFF) for archive purposes. The final

construction plans shall reflect all changes made on the plans submitted for the design submittal. The final construction plans will be returned to the Contractor after review and approval by the Department within fifteen (15) calendar days of receipt.

**907-809.01.3--Design Criteria.** The design for any proposed temporary shoring wall shall consider the internal and external stability of the wall including the bearing pressure, overturning and sliding. The wall shall be designed to safely support all loads without allowing undesirable deflections and settlement. The design shall consider all dead and live loadings (earth pressures, hydrostatic pressures, traffic loads, construction loads, point loads, line loads, and surcharge loads), including any applicable lateral earth pressures that the retaining system may experience during the service life of the structure. In addition, the following general guidelines shall be followed.

- 1. The chosen wall system shall be designed in accordance with the current accepted version of the AASHTO LRFD Standard Specifications for Highway Bridges.
- 2. Temporary MSE walls shall be designed using either the simplified or Meyerhof coherent gravity approach of determining maximum reinforcement loads. Design steel components including reinforcement and connection hardware for nonaggressive backfill with corrosion losses in accordance with the currently accepted version of the AASHTO LRFD Standard Specifications for Highway Bridges. Also, design temporary MSE walls with a minimum reinforcement length of 8 ft unless shown otherwise on the plans
- 3. Temporary shoring walls are not required to resist seismic forces from earthquake events.
- 4. Design Life: All temporary shoring walls shall be designed for a minimum of 3 years design life. Temporary shoring walls that will be in use for more than 5 years shall be designed as permanent retaining wall structures.
- 5. Soil Design Parameters: Temporary shoring walls shall be designed using appropriate soil properties relative to the anticipated service life. Temporary shoring that will be in-place for a period where excess pore pressures have not dissipated (typically less than 4 to 6 months) shall be designed using total (undrained) soil shear strength parameters. Effective (drained) soil shear strength parameters should be used when temporary shoring walls are in service sufficiently long (typically more than 4 to 6 months) for excess pore pressures to dissipate.
- 6. Prior to the design of the wall system, the designer/supplier shall be required to perform an in-house geotechnical review of the available geotechnical information with the Geotechnical Branch of Materials Division. The purpose of the geotechnical review will be to obtain the pertinent design information relating to global stability as well as answer questions concerning any of the geotechnical information provided in the plans. The final design shall take into account any global stability issues that are brought forth by the geotechnical review. A generic analysis for global stability using limit equilibrium methods of analysis will be conducted by the Department and the results provided to the Temporary Shoring Wall System Designer at the geotechnical review. Any allowed changes to the wall lines and grades or stabilized soil mass that affect the global stability calculations will require

the wall supplier to include a global stability analysis with the final design. The Geotechnical Engineer may be contacted to schedule an appointment by calling (601) 359-1795.

7. The minimum factors of safety to be used in design are as listed below. As per the AASHTO LRFD Standard Specifications for Highway Bridges commentary, Resistance Factors may be calculated to be a direct correlation to the ASD Factor of Safety presented below unless a more stringent requirement exists in the currently accepted version.

a.	External Stability	
	Sliding @ the Base	1.5
	Sliding @ the Reinforcement	1.5
	Overturning	2.0
	Eccentricity, e, at Base	$\leq$ L/6 for MSEW, where L is the length of
		the reinforced soil mass
	Bearing Capacity	2.5
	Temporary Slopes	1.2
	Global Stability	1.3
b.	Internal Stability	
	Pullout Resistance for MSEW	1.5
	Reinforcement Rupture for MSEW	1.5

- 8. The wall design shall take into account all appurtenances behind, in front of, under, mounted upon, or passing through the wall and supply the appropriate construction details. These items should be accounted for in the internal and external stability calculations.
- 9. Leveling pads, foundations, or footings shall have a minimum cover of two feet. For design purposes, passive pressure in front of the wall shall be assumed to be zero.
- 10. Temporary facing with welded wire form and geosynthetic wrap shall be designed in a manner which prevents the occurrence of bulging in excess of 2 inches when backfill behind the facing elements is compressed due to compaction stresses or self weight of the backfill. Bulging shall be measured as the maximum displacement from the theoretical vertical or sloped face of the temporary MSE wall that extends over a section of 1 foot or more along the theoretical wall face. The temporary facing shall be designed to the same structural requirements as the other components of the temporary MSE wall.
- 11. The retaining wall system shall be designed to limit deformations (vertical and lateral displacements) that would affect the stability or performance of any adjacent structures (Bridge foundations, Traffic Barriers, Pavement Structure, Approach Slabs, Embankment, etc.). Deformations that must be limited shall include vertical settlement, sliding, bulging, bowing, bending, and buckling. Regardless of the type of structure being retained, the deformation criteria shall not exceed 2 inches without approval from the State Geotechnical Engineer.

An instrumentation plan for monitoring deformations of the temporary shoring and any adjacent structure shall be submitted along with the shop drawings. The instrumentation plan shall indicate the maximum allowable deformations of the temporary shoring and adjacent structures. Typical instrumentation used for monitoring deformations are survey targets, settlement monuments, crack gages, inclinometers, and tilt monitors. The monitoring locations shall be established in a manner that they can be monitored consistently and obtain repeatable measurements for the entire construction period.

**907-809.02--Materials.** Material requirements will vary depending on the type of wall system chosen. Specific material requirements for each wall type are given below.

**907-809.02.1—Steel Sheet Pile Wall.** Materials for Steel Sheet Pile Walls shall meet the following minimum standards set forth in Section 802 – Sheet Piling.

**907-809.02.2—Steel Soldier Pile Wall.** Materials for Steel Soldier Pile Walls shall meet the following minimum standards.

**907-809.02.2.1—Steel Soldier Piles.** Soldier Piles shall be of high strength low-allow steel for welding, conforming to the requirements of Subsection 717.01.6. Welds shall conform to the requirements of Subsection 810.03.5.

**907-809.02.2.2—Timber Lagging.** Untreated timber lagging shall conform to the requirements of Subsection 718.02. Use timber lagging with a minimum allowable bending stress of 1500 p.s.i. The thickness shall be a minimum of 4 inches, stated as actual measured thickness. For design procedures of timber lagging see AASHTO LRFD 2010 Section 8.6 or the currently accepted version The Timber Lagging shall consider a wet service factor.

**907-809.02.2.3**—Concrete. For drilled-in soldier piles, use Class B concrete (minimum f'c = 3000 p.s.i.) providing a slump of 6 to 8 inches using an approved high-range water reducer to achieve slump. Class B concrete shall be placed from the pile tip elevation to the excavation elevation shown on the plans and allowed to reach a minimum of 2500 p.s.i. prior to any earthwork excavation taking place.

**907-809.02.2.4—Flowable Fill.** Flowable fill shall conform to the requirements of Subsection 631.01. Flowable fill shall be used for drilled-in soldier piles from the planned excavation elevation to the top of pile or ground surface, whichever is the lower.

907-809.02.2.5—Aggregate. A size 57 stone shall be used for backfill behind timber lagging.

**907-809.02.3--Mechanically Stabilized Earth Walls (MSEW).** Materials for Mechanically Stabilized Earth Walls shall meet the following minimum standards.

**907-809.02.3.1--Base Leveling Pad Material.** Base leveling pad material shall be constructed using non-reinforced concrete and be a minimum of six inches thick by 12 inches wide. Class C concrete shall be used for the base leveling pad material unless otherwise noted in the plans.

**907-809.02.3.2--Unit Infill or Drainage Fill.** Unit Infill or Drainage Fill shall consist of clean, free draining crushed stone or gravel with a one inch maximum particle size and shall meet the gradation listed below.

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<u>Sieve Size</u>	<b>Percent Passing</b>
1"	100
3/4"	75 - 100
#4	0 - 10
# 40	0 - 5

The Engineer shall approve the gradation of the Unit Infill or Drainage Fill. Pea gravel shall not be used. If required, a minimum of 1.5 cubic foot of drainage fill shall be used for each square foot of wall face. Drainage fill may be placed between, behind, and within the cores of units to meet this requirement. In no case will a geotextile or geocomposite be used as a substitute for the drainage fill.

**907-809.02.3.3--Reinforced Backfill for Mechanically Stabilized Earth Walls.** Reinforced backfill shall be free of debris and meet the following gradation requirements set forth in Subsection 703.07.2 – Gradation of the Standard Specifications for Class 9 Group C.

The maximum aggregate size shall be limited to <sup>3</sup>/<sub>4</sub>-inch unless field tests have been performed to evaluate potential strength reductions to the geogrid design due to damage during construction.

The plasticity index (P.I.) as determined by AASHTO Designation: T 90 shall not exceed 6.

The backfill material, when compacted to 95% of Standard Proctor, AASHTO Designation: T 99, at optimum moisture content, shall exhibit an angle of internal friction of not less than 34° as determined by a standard direct shear test, AASHTO Designation: T 236, or triaxial test, AASHTO Designation: T 296. In addition, the in-place density shall be within 5% of the assumed density used in wall design calculations.

When metallic reinforcing strips are used, all backfill material shall conform to the following electrochemical requirements:

	Test Method,
<b><u>Requirements</u></b>	AASHTO Designation
5 - 10	T-289
>3,000 ohms/cm minimum	T-288
<100 ppm maximum	T-291
<200 ppm maximum	T-290
<1%	T-267
	5 – 10 >3,000 ohms/cm minimum <100 ppm maximum <200 ppm maximum

Contractor shall submit reinforced backfill sample and laboratory test results to the Engineer for approval prior to the use of any of the proposed reinforced backfill material.

**907-809.02.3.4--Metallic Reinforcing and Attachment Devices.** All reinforcing and attachment devices shall be inspected to insure they are true to size and free from defects that may impair their strength and durability, and shall meet the following conditions.

- 1. **Reinforcing Strips** Reinforcing strips shall be hot rolled from bars to the required shape and dimensions. Their physical and mechanical properties shall conform to ASTM Designation: A 36 or A 572, Grade 65 or equal. Galvanization shall conform to the minimum requirements set forth in AASHTO Designation: M 111.
- Reinforcing Mesh Reinforcing mesh shall be shop fabricated of cold drawn steel wire conforming to the minimum requirements of AASHTO Designation: M 32M/M and shall be welded into the finish mesh fabric in accordance with AASHTO Designation: M 55M/M. Galvanization shall be applied after the mesh is fabricated and conform to the minimum requirements of AASHTO Designation: M 111.
- 3. **Tie Strips** The tie strips shall be shop fabricated of a hot rolled steel conforming to the minimum requirements of ASTM Designation: A 572, Grade 50 or equivalent. Galvanization shall conform to AASHTO Designation: M 111.
- 4. **Fasteners** Fasteners shall consist of 1/2-inch diameter, hexagonal cap screw bolts and nuts, which are galvanized and conform to the requirements of AASHTO Designation: M 164 or equivalent.
- 5. **Connector Pins** Connector pins and mat bars for the MSEW system shall be fabricated from A36 steel and welded to the soil reinforcement mats as shown on the plans. Galvanization shall conform to AASHTO Designation: M 111.

## 907-809.02.3.5--Geogrid Reinforcement for Mechanically Stabilized Earth Walls.

**907-809.02.3.5.1--General.** A geogrid is defined as a geosynthetic formed by a regular network of integrally connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, earth and other surrounding materials to function primarily as reinforcement.

The geogrid(s) to be utilized in the Temporary Shoring Wall System shall be creep tested in accordance with ASTM Designation: D 5262. The long term design strength ( $T_{CR}$  – Creep Limited Strength) shall be obtained from tests run on representative samples for no less than 10,000 hours. The long term design strength shall be defined as the load at which no more than 10% strain occurs over a 100-year design life.

The geogrid shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

**907-809.02.3.5.2--Marking, Shipment and Storage.** Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

**907-809.02.3.5.3--Manufacturer's Certification.** The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as that originally approved by the Department.

**907-809.02.3.5.4--Acceptance Sampling and Testing.** Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. A sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. The sample from each shipment shall be provided at no cost to the State.

**907-809.02.3.6--Geotextile Fabric Wrap**. The geotextile to be used in the construction of the temporary shoring wall system shall conform to the guidelines set forth in Subsection 714.13, Geotextile Fabrics, of the Standard Specifications. The geotextile shall meet or exceed the criteria for a Type V Geotextile Fabric as outline in Table 1 of Subsection 714.13.12 of the Standard Specifications.

**907-809.03--Construction Requirements.** Before starting wall construction, conduct a preconstruction meeting to discuss the construction and inspection of the temporary shoring wall system. Schedule this meeting after all wall submittals have been accepted. The Resident Engineer, Geotechnical Engineer, Contractor and Wall Installer Superintendent will attend this preconstruction meeting. The Contractor shall notify the State Geotechnical Engineer at least three (3) calendar days prior to the start of construction of the temporary shoring wall.

All wall elements and components shall be installed in strict accordance with the plans and the manufacturer's recommendations as shown on the approved shop drawings. Work on the structures on this project requires excavation in the immediate vicinity of adjacent properties. Therefore, the risk of a failure occurring in the excavation requires that extreme caution be exercised. It shall be the Contractor's responsibility to place bracing, shoring, or ground support system deemed necessary to prevent a failure and protect the persons working near the excavation as well as the public that may be above the excavation or any structures adjacent to the excavation. Once a section, segment, or full length wall is started, it shall be completed without interruption, except where required by the plans or the Engineer to build only a portion of the wall.

Control drainage during construction in the vicinity of the temporary shoring wall system. Collect and direct run off away from the wall facing and wall backfill. Contain and maintain wall backfill and protect material from erosion.

All cost for any protection measures including the materials and labor for designing, drawing and constructing the facility shall be included in the price bid for contract items.

**907-809.03.1—Steel Sheet Pile Walls**. - Construction for Steel Sheet Pile Walls shall meet the following minimum standards set forth in Section 802 – Sheet Piling.

**907-809.03.2—Steel Soldier Pile Wall**. - Construction for Steel Soldier Pile Walls shall meet the following minimum standards.

**907-809.03.3—Soldier Pile Wall Installation.** Install piles in accordance with the accepted submittals and this provision. Install piles within 1 inch horizontally and vertically of plan location, with no negative batter (piles leaning forward). Do not splice piles. The Contractor shall use drilled-in piles for soldier pile walls with timber lagging facing unless required otherwise on the plans.

For drilled-in piles, pre-form pile holes by excavating holes with diameters that result in at least 3" of clearance all around the pile at locations with the dimensions shown in the accepted submittals. Use a maximum H pile spacing of 8 feet. If overexcavation occurs, fill to required elevations with no. 57 stone before setting piles. Support and center the soldier piles in the pre-formed pile hole excavations and remove any fluid from the drilled holes, before placing concrete. After placing soldier piles in holes, fill around piles with concrete to the elevations shown in the accepted submittals. Remove any fluid above the concrete and fill remaining portions of holes with flowable fill. Cure concrete for drilled-in soldier piles a minimum 2500 p.s.i. before proceeding with soldier pile wall construction.

- 1. **Pre-formed Pile Hole Excavation.** Use equipment of adequate capacity and capable of drilling through soil, rock, boulders, debris, man-made objects and any other materials encountered. Vibratory methods or of Pile Driving Hammers is not permitted to advance excavations. Dispose of drilling spoils as directed by the Engineer. Drilling spoils consist of all excavated materials including fluids removed from excavations by pumps or drilling tools.
- 2. **Concrete Placement.** Check the water inflow rate at the bottom of the holes. If the inflow rate is less than 6" per half hour, remove any fluid and immediately free fall concrete into excavations. Place concrete in a continuous manner, ensuring concrete flows completely around the soldier piles. Class B concrete shall be placed from the pile tip elevation to the excavation elevation shown on the plans and allowed to reach a minimum of 2500 p.s.i. prior to any earthwork excavation taking place.
- 3. **Flowable Fill.** At the completion of the concrete placement, flowable fill will be placed into the pre-formed soldier pile hole from the planned excavation elevation to the top of the soldier pile or ground surface, whichever is the lower.

4. **Excavation.** Construct soldier pile wall from the top down by removing material in front of walls and in between piles as needed. Excavated in accordance with the accepted submittals and in staged horizontal lifts not to exceed 50 feet and heights not to exceed 5 feet or the short-term stand-up capability of the soil, whichever is less. Along the lagging line, the soil shall be removed to the back of lagging location plus a tolerance of 1" maximum overexcation behind the lagging location. Remove flowable fill as necessary to install timber lagging and ensure at least 3" of contact in the horizontal direction between the lagging and pile flanges. Ensure all voids between piles, lagging and the excavation face are filled with no. 57 stone. Compact stone to the satisfaction of the Engineer.

If the excavation face becomes unstable at any time, suspend soldier pile wall construction and temporarily stabilize the face by immediately placing an earth berm against the unstable face. Soldier pile wall construction may not proceed until remedial measures are proposed by the Contractor and accepted by the Engineer. A revised soldier pile wall construction plan submittal may be required. Do not excavate the next lift until the temporary support of excavations for the preceding lift is installed. Continue stepwise excavation to plan elevation.

**907-809.04.4--Mechanically Stabilized Earth Wall Systems.** All components of the MSE wall system shall be installed in strict accordance with the plans and the manufacturer's recommendations. A representative of the wall manufacturer shall be present at the start of construction of the wall to train the Contractor in the proper installation procedures for the chosen wall system. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer at no additional cost to the Department.

- 1. **Foundation Preparation.** The foundation for the structure shall be graded level for a width equal to the length of reinforcement elements plus 1.0 foot or as shown on the plans. Prior to wall construction, except where constructed on rock, the foundation shall be compacted with a smooth wheel vibratory roller. Any foundation soils found to be unsuitable shall be removed and replaced with suitable material obtained from the excavation for the structure or from roadway excavation. The material shall be approved before placement, shall be the best available from the source(s), preferably non-plastic, sandy and shall be free of large lumps, clods, rocks or other objectionable matter.
- 2. **Wall Erection.** A field representative from the proprietary wall system being used shall be available during (at no additional cost to the project) the erection of the wall.
  - a. Wall facing units shall be placed so that final position is vertical or battered as shown on the plans. Wall facing units should be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. As backfill material is placed behind the wall facing units, the facing units shall be maintained in position by means of temporary wedges or bracing according to the wall suppliers recommendations. Vertical tolerances and horizontal alignment tolerances shall not exceed 2 inches when measured with a 10-foot

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straightedge. The final overall vertical plumbness (batter) of the wall (top to bottom) shall not exceed 1 inch per 6 feet of wall height, not to exceed a total of 2 inches. These criteria are applicable to both vertical and battered structures.

- b. Place reinforcement at the locations and elevations shown in the accepted submittals. Reinforcement elements shall be placed normal to the face of the wall, unless otherwise shown on the plans. Prior to placement of the reinforcing elements, backfill shall be compacted in accordance with Backfill Placement shown below.
- 3. **Backfill Placement.** Backfill placement shall closely follow erection of each course of panels. Backfill shall be placed in such a manner as to avoid any damage or disturbance of the wall materials or misalignment of the facing panels. Any wall material which becomes damaged during backfill placement or compacting shall be removed and replaced at no additional costs to the State. Any misalignment or distortion of the wall facing panels due to placement of backfill outside the limits of this specification shall be corrected by the Contractor at no additional costs to the State. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet.
  - a. Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T 99, Method C or D (with oversize corrections as outlined in Note 7 of that test).
  - b. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer. Backfill materials shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniformly acceptable throughout the entire lift.
  - c. Place shoring backfill in 8 to 10 inch thick lifts and compact in accordance with the Standard Specifications. The maximum lift thickness after compaction shall not exceed 8 inches. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density.
  - d. Cover reinforcing and retention fabric with at least 3" of shoring backfill. Place top reinforcement layer between 6 and 18 inches below top of wall as shown on the plans or accepted submittals. End dumping directly on the reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 10" of shoring backfill.
  - e. Compaction within 3 feet of the back face of the wall shall be achieved by at least three passes of a lightweight mechanical tamper, roller, or vibratory system. Compact wall backfill in a direction parallel to the wall face.

f. At a distance greater than 3 feet, compact wall backfill with at least 4 passes of an 8 - 10 ton vibratory roller. Compact wall backfill in a direction parallel to the wall face.

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- g. Backfill in front of the wall shall be in place for passive resistance by the time the wall system reaches 50% of maximum height.
- h. Backfill for wall construction outside the reinforced zone in accordance with the Standard Specifications.
- i. At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to rapidly direct runoff away from the wall face. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.
- 4. **Fabric Wrap Placement.** The fabric wrap shall be constructed according to the following guidelines, as shown in the plans, or as directed by the Engineer.
  - a. All joints in the Geotextile shall be overlapped a minimum of 18 inches.
  - b. The Geotextile for each lift shall be pulled taught and pinned on the bottom 4 foot length and on the top 4 foot overlap.
  - c. The Geotextile on the wall face shall be tight and the 18" overlap of the joints maintained. At no time will any gaps in the Geotextile joints be tolerated. If at any time material is being lost through any gaps in the Geotextile, it will be the Contractor's responsibility to repair the wall to the satisfaction of the Engineer, at no additional cost to the State.
  - d. The Contractor will be responsible for maintenance of the temporary fabric wrap wall for the entire time that the wall is in service. This includes any damage deemed by the Engineer to be unsafe and is not limited to damage caused by the Contractors operations. The Contractor will be responsible for repairing the wall to the satisfaction of the Engineer.

**907-809.04.5--Excavation.** The Contractor shall excavate to the lines and grades shown on the final wall plans. The Contractor shall be careful not to disturb the embankment and foundation materials beyond the lines shown. The Engineer will inspect the excavation and give approval prior to placement of the base leveling pad. Soils that the Engineer deems to be unstable or unsuitable shall be excavated and replaced with select borrow material.

Excavation for the wall system shall be as directed by the plans or as directed by the Engineer. Where excavation is required in the immediate vicinity of adjacent structures and/or properties, extreme caution should exercised. It shall be the Contractor's responsibility to place what bracing, shoring, or ground support system deemed necessary to prevent a failure and protect the persons working near the excavation. The soil supporting the wall system shall be inspected and approved by the Engineer to confirm that the actual foundation soil conditions meet or exceed the assumed design conditions. Over-excavated areas shall be backfilled with select borrow material.

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**907-809.04.6--Backfill Material.** All backfill material shall be compacted in accordance with Section 203 of the Standard Specifications unless otherwise noted on the wall plans. Unless otherwise noted all backfill material shall be placed in non-compacted lifts not to exceed eight inches and be compacted to at least 95% density as determined by AASHTO Designation: T 99. Compaction of the backfill within three feet of the back face of the wall shall be accomplished by making at least three passes with a lightweight mechanical tamper, roller, or vibratory system.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to rapidly direct runoff away from the wall face. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

**907-809.05--Method of Measurement.** The temporary shoring wall system will be measured by the square foot of accepted vertical face area of the completed structure, constructed as directed by these specifications. The area measured for payment will be computed from the horizontal length of the wall segments and the average wall height between the bottom of the wall or top of the base leveling pad and the top of the wall. In the case of a battered wall, either specified in the plans or battered at the Contractor's option, the vertical distance will be used in the area calculation and not the slope distance along the face of the wall.

**907-809.06--Basis of Payment.** The temporary shoring wall system shall be paid for at the contract unit price per square foot, measured as the exposed face area with the wall height equal to the difference between the top and bottom of wall elevation. The contract unit price will be full compensation for the design, submittals, providing site assistance, furnishing labor, tools, equipment and materials, leveling pads, facing elements, fabric, soil reinforcement, performing any excavation, installing piles, backfill, no. 57 stone, undercut, and providing temporary support of excavations, all the materials for a wall drainage system, coping and any incidentals necessary to complete the work as directed by the Engineer to construct "Temporary Shoring Wall Systems" in accordance with this provision. If necessary, also include in this unit bid price all costs for barrier rail coping with moment slabs and any other miscellaneous components necessary.

Payment will be made under:

907-809-A: Temporary Shoring Wall System

- per square foot

## SECTION 905 - PROPOSAL

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.

Date \_\_\_\_\_

# $S \ E \ C \ T \ I \ O \ N \quad 9 \ 0 \ 5 \ -- \ P \ R \ O \ P \ O \ S \ A \ L \quad (CONTINUED)$

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		
	BY	Signature		
	TITLE			
	ADDRESS			
	CITY, STATE, ZIP			
	PHONE			
	FAX			
	E-MAIL			
(To be filled in if a corporation)				
Our corporation is chartered under the Laws of titles and business addresses of the executives are as follo			and	the names,
President		Address		
Secretary		Address		
Treasurer		Address		

The following is my (our) itemized proposal.

Section 905 Proposal (Sheet 2 - 1)

Box replacement on US 51 at Robb Street in Summit, known as Federal Aid Project No. STP-2175-00(012) / 106194301, in Pike County.

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\*\*\*

Line	Item Code	Adj	Quantity	Units	Description	Unit Price I		Item Amo	unt
No.		Code				Dollar	Ct	Dollar	Ct
					Roadway Items				
0010	202-B035		47	Square Yard	Removal of Concrete Sidewalk				
0020	202-B038		5	Linear Feet	Removal of Curb, All Types				
0030	202-B057		1	Each	Removal of Inlets, All Sizes				
0040	202-B064		16	Linear Feet	Removal of Pipe, 8" And Above				
0050	202-B076		808	Linear Feet	Removal of Traffic Stripe				
0060	202-B080		14	Linear Feet	Removal of Box Culvert				
0070	202-B097		191	Square Yard	Removal of Concrete Overlayed w/ Asphalt Pavement, All Depths				
0080	202-B238		50	Linear Feet	Removal of Water Line, All Sizes, All Types				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0090	206-A001	(S )	412	Cubic Yard	Structure Excavation		
0100	206-B001	(E)	24	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM		
0110	406-A001		7,368	Square Yard	Cold Milling of Bituminous Pavement, All Depths		
0120	503-C007		240	Linear Feet	Saw Cut, Full Depth		
0130	602-A001	(S )	620	Pounds	Reinforcing Steel		
0140	603-CA002	(S )	4	Linear Feet	18" Reinforced Concrete Pipe, Class III		
0150	603-CA003	(S )	8	Linear Feet	24" Reinforced Concrete Pipe, Class III		
0160	603-CE003	(S )	4	Linear Feet	36" x 23" Concrete Arch Pipe, Class A III		
0170	603-PA014	(S)	96	Linear Feet	4' x 4' Precast Concrete Box Culvert		
0180	603-SB003	(S )	1	Each	18" Branch Connections, Stub into Concrete Box Culvert		
0190	603-SB004	(S )	1	Each	24" Branch Connections, Stub into Box Culvert		
0200	603-SB014	(S )	1	Each	36" x 23" Branch Connections, Stub into Box Culvert		

# Section 905 Proposal (Sheet 2 - 2)

# STP-2175-00(012) / 106194301 Pike County

Section 905
Proposal (Sheet 2 - 3)

STP-2175-00(012) / 106194301
Pike County

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	:	Bid Amount	t
0210	604-B001		450	Pounds	Gratings				
0220	608-B001	(S )	40	Square Yard	Concrete Sidewalk, With Reinforcement				
0230	609-D006	(S )	68	Linear Feet	Combination Concrete Curb and Gutter Type 1 Modified				
0240	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
0250	619-A1001		2,542	Linear Feet	Temporary Traffic Stripe, Continuous White				
0260	619-A2001		3,611	Linear Feet	Temporary Traffic Stripe, Continuous Yellow				
0270	619-A5001		1,900	Linear Feet	Temporary Traffic Stripe, Detail				
0280	619-A6001		1,234	Linear Feet	Temporary Traffic Stripe, Legend				
0290	619-A6002		395	Square Feet	Temporary Traffic Stripe, Legend				
0300	619-D1001		59	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet				
0310	619-D2001		265	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More	1			
0320	619-F1001		220	Linear Feet	Concrete Median Barrier, Precast				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	;	Bid Amoun	ıt
0330	619-F1002		400	Linear Feet	Portable Median Barrier				
0340	619-G4001		72	Linear Feet	Barricades, Type III, Single Faced				
0350	619-G4005		24	Linear Feet	Barricades, Type III, Double Faced				
0360	619-G5001		24	Each	Free Standing Plastic Drums				
0370	619-G7001		3	Each	Warning Lights, Type "B"				
0380	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0390	627-K001		9	Each	Red-Clear Reflective High Performance Raised Markers				
0400	627-L001		32	Each	Two-Way Yellow Reflective High Performance Raised Markers				
0410	907-242-PP00	13	1	Lump Sum	Construction of Northeast Walkway Cover	XXXXXXXX	XXX		
0420	907-242-PP00	13	1	Lump Sum	Construction of Southeast Walkway Cover	XXXXXXXX	XXX		
0430	907-242-PP00	5	1	Each	Removal Northeast Walkway Cover				
0440	907-242-PP00	5	1	Each	Removal Southeast Walkway Cover				

Section 905 Proposal (Sheet 2 - 4)

# STP-2175-00(012) / 106194301 Pike County

Section 905
Proposal (Sheet 2 - 5)

STP-2175-00(012) / 106194301
Pike County

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0450	907-265-B002	(S )	45	Linear Feet	6" Ductile Iron Pipe, With Joint Restraint		
0460	907-265-C002		310	Pounds	Ductile Iron Fittings		
0470	907-265-D003		3	Each	6" Gate Valve and Value Box		
0480	907-265-F002		1	Each	Fire Hydrant Assembly, 3-Way, With Box and Cover		
0490	907-407-A001	(A2)	397	Gallon	Asphalt for Tack Coat		
0500	907-601-A001	(S )	2	Cubic Yard	Class "B" Structural Concrete		
0510	907-601-B003	(S)	3	Cubic Yard	Class "B" Structural Concrete, Minor Structures		
0520	907-611-B001	(S)	152	Square Feet	Brick Pavers		
0530	907-619-A500	1	280	Linear Feet	Temporary Traffic Stripe, Detail Blue ADA		
0540	907-619-A600	1	9	Square Feet	Temporary Traffic Stripe, Legend Blue ADA		
0550	907-626-B003		172	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous White		
0560	907-626-C008		1,208	Linear Feet	6" Thermoplastic Edge Stripe, Continuous White		

Section 905
Proposal (Sheet 2 - 6)

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0570	907-626-E003		2,171	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow		
0580	907-626-G001		280	Linear Feet	Thermoplastic Detail Stripe, Blue-ADA		
0590	907-626-G004		1,504	Linear Feet	Thermoplastic Detail Stripe, White		
0600	907-626-G005		396	Linear Feet	Thermoplastic Detail Stripe, Yellow		
0610	907-626-H002		4	Each	Thermoplastic Legend, Blue-ADA Handicap Symbol		
0620	907-626-H004		1,175	Linear Feet	Thermoplastic Legend, White		
0630	907-626-H005		395	Square Feet	Thermoplastic Legend, White		
0640	907-631-A001		456	Cubic Yard	Flowable Fill, Excavatable		
0650	907-809-A004	(S )	2,450	Square Feet	Temporary Shoring Wall System		
					ALTERNATE GROUP AA NUMBER 1		•
0660	907-403-A011	(BA1)	21	Ton	Hot Mix Asphalt, ST, 12.5-mm mixture		
0670	907-403-A012	(BA1)	47	Ton	Hot Mix Asphalt, ST, 19-mm mixture		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amoun	t
0680	907-403-A015	(BA1)	624	Ton	Hot Mix Asphalt, ST, 9.5-mm mixture			
					ALTERNATE GROUP AA NUMBER 2			
0690	907-403-M001	(BA1)	624	Ton	Warm Mix Asphalt, ST, 9.5-mm mixture			
0700	907-403-M003	(BA1)	21	Ton	Warm Mix Asphalt, ST, 12.5-mm mixture			
0710	907-403-M004	(BA1)	47	Ton	Warm Mix Asphalt, ST, 19-mm mixture			

Section 905 Proposal (Sheet 2 - 7) STP-2175-00(012) / 106194301 Pike County Section 905 Proposal (Sheet 2 - 8)

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

TOTAL BID.....\$

#### \*\*\* DBE/WBE SECTION \*\*\*

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

- 1. I/We agree that no less than \_\_\_\_\_\_ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) Small Business (WBE)

3. A joint venture with a Small Business (DBE/WBE):

\*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

BIDDER'S COMPANY

BIDDER'S FEDERAL TAX ID NUMBER

(Date Printed 12/20/11 02:08 pm)

## SECTION 905 - COMBINATION BID PROPOSAL (Continued)

# **CONDITIONS FOR COMBINATION BID**

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

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

## **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:

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

	Project No.	<u>County</u>	Project No.	County
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.

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
	Pay Item         Number	Pay Item Number       Unit	Pay Item Number       Unit       Unit Price Reduction	Pay Item Number       Unit       Unit Price Reduction       Total Item Reduction

## SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

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

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

II. 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 subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

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.

#### Page 1 of 2

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION (Execute in duplicate)

I,	,
(Name of	person signing certification)
individually, and in my capacity as	of
	(Title)
	do hereby certify under
(Name of Firm, Partnership, o	or Corporation)
penalty of perjury under the laws of the United	d States and the State of Mississippi that
	, Bidder
(Name of Firm,	Partnership, or Corporation)
on Project No. <u>STP-2175-00(012) / 1061</u>	.94301,
in <b>Pike</b>	County(ies), Mississippi, has not either
	ent, participated in any collusion; or otherwise taken any action nection with this contract; nor have any of its corporate officers

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

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

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:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

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

Executed on \_\_\_\_\_

Signature

# **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

I,	,
(Name of person signing certific	cation)
individually, and in my capacity as	of
(Title)	
	do hereby certify under
(Name of Firm, Partnership, or Corporation)	
penalty of perjury under the laws of the United States and the State	e of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Cor	poration)
on Project NoSTP-2175-00(012) / 106194301	,
in _ <b>Pike</b>	_ County(ies), Mississippi, has not either

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

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

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

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:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

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

Executed on \_\_\_\_\_

Signature

## SECTION 902

#### CONTRACT FOR **STP-2175-00(012) / 106194301**

#### LOCATED IN THE COUNTY(IES) OF **Pike**

#### STATE OF MISSISSIPPI,

#### COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Contractor (s) By				N	MISSISSIPPI TRANSPORTATION COMMISSION		
Title					By		_
Title Signed and sealed in the presence of:			e of:		Interim Executive Director		
(names a	and addresses	s of w	ritness	es)			
						Secretary to the Commission	
Award	authorized	by	the	Mississippi	Transportation	Commission in session on the day of	)f
			,	, Minu	te Book No	, Page No	
Revised	8/06/2003						

# SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: STP-2175	-00(012) / 106194301
LOCATED IN THE COUNTY(IES) OF: _	Pike
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that we, _	
	( Contractor )
	pal, a
	in the State of
and	(Surety)
-	in the State of,
	lississippi, 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
	be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by these preser	
ussigns jointry and severally by these preser	
Signed and sealed this the	day of A.D
The conditions of this bond are such, that w	hereas the said
principal, has (have) entered into a contra	ct with the Mississippi Transportation Commission, bearing the date of
	A.D hereto annexed, for the construction of certain projects(s)
-	n said contract in accordance with the Contract Documents therefor, on
**	nent of Transportation, Jackson, Mississippi.
do keep and perform all and singular the te	in all things shall stand to and abide by and well and truly observe, erms, covenants, conditions, guarantees and agreements in said contract, d, done, kept and performed and each of them, at the time and in the

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

# **SECTION 903 - CONTINUED**

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the	day of A.D
(Contractors) Principal	Surety
Зу	By (Signature) Attorney in Fact
	(Signature) Attorney in Fact
	Address
Title	
(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number



KNOW ALL MEN BY THESI	E PRESENTS, that we			
			Contractor	
	—		Address	
	—		City, State ZIP	
as Principal, hereinafter called	the Principal, and			
-	-		Surety	
a corporation duly organized up	nder the laws of the state	of		
as Surety, hereinafter called the	e Surety, are held and firn	nly bound unto	State of Mississippi, Jack	son, Mississippi
As Obligee, hereinafter called	Obligee, in the sum of <b>Fi</b>	ive Per Cent (5%	b) of Amount Bid	
			Dollars (\$	)
for the payment of which sur executors, administrators, succ	n will and truly to be n essors and assigns, jointly	nade, the said Pr y and severally, fi	incipal and said Surety, bi rmly by these presents.	nd ourselves, our heirs,
WHEREAS, the Principal has Federal Aid Project No. STP				in Summit, known as
NOW THEREFORE, the cond said Principal will, within the performance of the terms and will pay unto the Obligee the which the Obligee legally cont in no event shall liability hereu Signed and sealed this	time required, enter into conditions of the contrac difference in money betw racts with another party to inder exceed the penal sur	a formal contrac ct, then this obliga- ween the amount o perform the wor m hereof.	t and give a good and suffi ation to be void; otherwise of the bid of the said Princ	icient bond to secure the the Principal and Surety cipal and the amount for
Signed and seared this	day of	, 20		
			(Principal)	(Seal)
		Bv		
(Witness)			(Name)	(Title)
			(Surety)	(Seal)
			(Surety)	(Seur)
		By:	(Attorney-in-Fa	
(Witne	:55)		(Attorney-in-Fa	
			MS Agent	

Mississippi Insurance ID Number

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION OFFICE OF CIVIL RIGHTS JACKSON, MISSISSIPPI LIST OF FIRMS SUBMIT<u>TING QUOTES</u>

**OCR-485** 

REV. 3/08

I/we received quotes from the following firms on Project No: **STP-2175-00(012) / 106194301** County: **Pike** 

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

Firm Name:		
Contact Name/Title:		
Firm Mailing Address		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
Phone Number:		
<u>i none rumber.</u>	DBE Firm	Non-DBE Firm
-	22211	
Firm Name:		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
~		
Phone Number:		
-	DBE Firm	Non-DBE Firm
Firm Name:		
Phone Number:		
-	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 **signed** and 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.