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SM No. CNH0055022481

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

03

Widen, Mill & Overlay I-55 NB and Bridge Widening over I-220 Ramp (Bridge No. 103.1B), known as Federal Aid Project No. NH-0055-02(248) / 102315302 in Madison County.

Project Completion: Contractor Determined

(STATE DELEGATED)

NOTICE

**BIDDERS MUST COMPLETE AN ONLINE REQUEST
FOR PERMISSION TO BID THIS PROJECT.**

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

SECTION 900

OF THE CURRENT

2017 STANDARD SPECIFICATIONS

FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

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

06/27/2018 07:48 AM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, July 24, 2018, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Widen, Mill & Overlay I-55 NB and Bridge Widening over I-220 Ramp (Bridge No. 103.1B), known as Federal Aid Project No. NH-0055-02(248) / 102315302 in Madison County.

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

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

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

Contractors may request permission to bid online at <http://shopmdot.ms.gov> at no cost. Upon approval, Contractors shall be eligible to submit a bid using Bid Express at <http://bidx.com>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online at <http://shopmdot.ms.gov> at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

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

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

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

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

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

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY

NH-0055-02(248)

102315-302000

Madison County

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

NH-0055-02(248)

102315-302000

Madison County

May 3, 2018

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES

NH-0055-02(248)

102315-302000

Madison County

May 3, 2018

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Trudi Loffin
ROW Division

DATE: May 24, 2018

FROM: Christopher M. Nail *CMN*
District Five

~~SUBJECT OR PROJECT NO: NH 0055-02(248) / 102315-302000~~
ROW Certification Documents

INFORMATION COPY TO:

COUNTY: Madison

Project File

District Status Report

1. STATUS OF RIGHT OF WAY: All work to be done within existing ROW.
2. RIGHT OF WAY CLEARANCE: There are no encroachments.
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES: None
4. STATUS OF REQUIRED UTILITY RELOCATIONS: There are no utility conflicts
5. STATUS OF CONSTRUCTION AGREEMENT: None required.

CMN:cmn

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor
FMS Construction Project No: 102315-302000
External ROW No: NH-0055-02(248)

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

NA

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6

CODE: (SP)

DATE: 01/17/2017

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

PROJECT: NH-0055-02(248) / 102315302 – Madison County

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

The Department has acquired Certificate of Permit Coverage MSR-107718 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Large Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LCNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 7

DATE: 01/17/2017

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

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

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE

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

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

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

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

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

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

The OCR-481 Form must contain the following information:

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

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

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

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

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

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

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

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

DIRECTORY

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

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

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

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

PRE-BID MEETING

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

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

PARTICIPATION / DBE CREDIT

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

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

AWARD

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

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

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

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

DEFAULT

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

DBE REPORTS

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

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

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

SANCTIONS

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

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

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

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

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wgths/bridge_formula_all_rev.pdf

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 10

CODE: (IS)

DATE: 03/01/2017

SUBJECT: DUNS Requirement for Federal Funded Projects

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12

CODE: (IS)

DATE: 03/01/2017

SUBJECT: MASH Compliant Devices

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 20

CODE: (SP)

DATE: 03/01/2017

SUBJECT: Temporary Steel Bracing

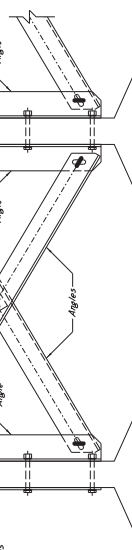
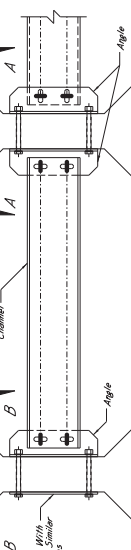
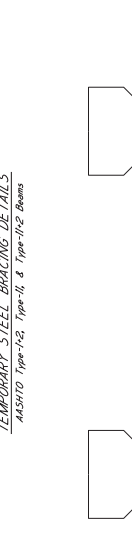
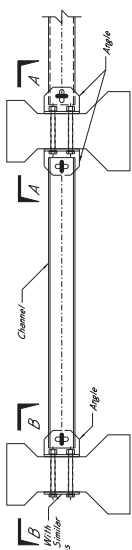
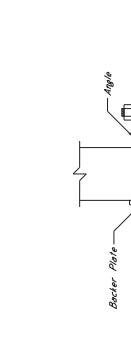
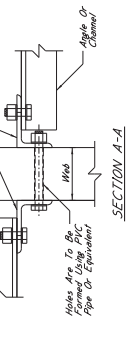
Bidders are advised that temporary steel bracing will be required when beams are to be placed over railroads and roadways. The attached detail sheet shall be used for temporary beam bracing on this project.

STATE	PROJECT NO.
MISS.	

NOTE TO CONTRACTOR:
 The Contractor Shall Employ The Services Of A MS Registered Professional Engineer To Design The Temporary Steel Bracing System For The Bridge Design. The Engineer Shall Submit A Design Report To The Designer For Review. The Design Report Shall Include The Following Information:
 1. A General Description Of The Bridge Design.
 2. A General Description Of The Temporary Steel Bracing System.
 3. A General Description Of The Temporary Steel Bracing System Components.
 4. A General Description Of The Temporary Steel Bracing System Connections.
 5. A General Description Of The Temporary Steel Bracing System Details.
 6. A General Description Of The Temporary Steel Bracing System Materials.
 7. A General Description Of The Temporary Steel Bracing System Installation.
 8. A General Description Of The Temporary Steel Bracing System Removal.
 9. A General Description Of The Temporary Steel Bracing System Safety.
 10. A General Description Of The Temporary Steel Bracing System Other Information.
 The Contractor Shall Provide A Minimum Of Two (2) Copies Of The Design Report To The Designer. The Designer Shall Review The Design Report And Return It To The Contractor Within 14 Days Of Receipt. The Contractor Shall Provide A Minimum Of Two (2) Copies Of The Design Report To The Designer. The Designer Shall Review The Design Report And Return It To The Contractor Within 14 Days Of Receipt. The Contractor Shall Provide A Minimum Of Two (2) Copies Of The Design Report To The Designer. The Designer Shall Review The Design Report And Return It To The Contractor Within 14 Days Of Receipt.

GRADE SEPARATION BRIDGES GENERAL NOTES:
 Specifications: MISSISSIPPI STATEMENT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION, SECTION 401 AND 402, PART 1.01, TEMPORARY BRACING SYSTEMS.
 1. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Bridge Structure Plus An Allowance For Wind Load.
 2. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Bridge Structure Plus An Allowance For Wind Load.
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 10. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Bridge Structure Plus An Allowance For Wind Load.

HYDRAULIC BRIDGES GENERAL NOTES:
 Specifications: MISSISSIPPI STATEMENT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION, SECTION 401 AND 402, PART 1.01, TEMPORARY BRACING SYSTEMS.
 1. The Temporary Steel Bracing System Shall Be Designed To Carry The Full Dead Load Of The Bridge Structure Plus An Allowance For Wind Load.
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TEMPORARY STEEL BRACING	
REVISION	
DATE	
CHECKED	
DESIGNED	
DRAWN	
PROJECT NUMBER	
COUNTY	
FPMS	
WORKING NUMBER	
SHEET NUMBER	



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 22

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Exposure to Severe Sulfate Areas Below Ground Level

Bidders are hereby advised that this project, or portions of this project, is located in areas considered as areas of severe sulfate exposure and will require certain restrictions on the cementitious materials. A geotechnical investigation has indicated the presence of severe sulfate soils below the ground surface. Therefore, the cementitious materials used in concrete mixtures for the construction items of work listed below shall conform to the requirements listed in Subsection 701.02 for severe sulfate exposure.

Items of work requiring restrictions on the cementitious materials are as follows:

- 1) Drilled Shafts
- 2) Precast/prestressed Piling
- 3) Spread Footings
- 4) Box Culverts & Box Bridges

Unless otherwise specified, no other restrictions on the cementitious materials shall apply to other concrete items or structures.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 296

CODE: (SP)

DATE: 07/25/2017

SUBJECT: Reduced Speed Limit Signs

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 446

CODE: (SP)

DATE: 10/18/2017

SUBJECT: Traffic on Milled Surface in Urban Areas

Bidders are hereby advised that when the main lanes of a roadway are fine milled, traffic will be allowed to run on a milled surfaces for up to five (5) calendar days. The Contractor will be assessed a penalty of **\$5,000 per calendar day** afterwards until the milled surfaces are covered with the next lift of asphalt. It shall be the Contractor's responsibility to ensure that the milling operations do not commence until such time as forecasted weather conditions are suitable enough to allow the placement of the asphalt pavement after the milling operations.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 480

CODE: (SP)

DATE: 11/09/2017

SUBJECT: Bridge Repair Permits (Nationwide Permit No. 3)

The Department has acquired [Nationwide Permit General Conditions and Special Conditions, Nationwide Permit No. 3](#), for repair and maintenance of bridge(s).

Copies of said permit(s) are available at the below referenced link for the appropriate letting date under the column titled "Permit Doc."

<http://mdot.ms.gov/Applications/BidSystem/Home.aspx>

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “ <u>AASHTO’s LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757

CODE: (SP)

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 937

CODE: (SP)

DATE: 06/20/2018

SUBJECT: Contract Time

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

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

It is anticipated that the Notice of Award will be issued no later than **August 14, 2018** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **October 15, 2018**.

Should the Contractor request a Notice to Proceed earlier than **October 15, 2018** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 938

DATE: 06/21/2018

SUBJECT: Specialty Items

PROJECT: NH-0055-02(248)/102315302 - MADISON

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: EROSION CONTROL

Line No	Pay Item	Description
0210	213-C001	Superphosphate
0220	216-A001	Solid Sodding
0230	219-A001	Watering
0240	220-A001	Insect Pest Control
0250	221-A001	Concrete Paved Ditch
0260	223-A001	Mowing
0270	225-A001	Grassing
0280	225-B001	Agricultural Limestone
0290	225-C001	Mulch, Vegetative Mulch
0300	226-A001	Temporary Grassing
0310	234-A001	Temporary Silt Fence
0320	234-D001	Inlet Siltation Guard
0330	237-A002	Wattles, 20"
0340	246-B001	Rockbags
0350	249-A001	Riprap for Erosion Control
1230	907-250-A001	Polyacrylamide (PAM)

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0680	606-B001	Guard Rail, Class A, Type 1
0690	606-C003	Guard Rail, Cable Anchor, Type 1
0700	606-D020	Guard Rail, Bridge End Section, Type H, Metal Post
0710	606-D023	Guard Rail, Bridge End Section, Type I, Metal Post
0720	606-E007	Guard Rail, Terminal End Section, Non-Flared

CATEGORY: LIGHTING, ALUMINUM TRUSSED ARM

Line No	Pay Item	Description
1110	682-A005	Underground Branch Circuit, AWG 1/0, 3 Conductor
1120	682-A018	Underground Branch Circuit, AWG 2, 3 Conductor
1130	682-A028	Underground Branch Circuit, AWG 4, 3 Conductor
1140	682-A034	Underground Branch Circuit, AWG 6, 3 Conductor
1150	682-B016	Underground Branch Circuit, Jacked or Bored, AWG 2, 3 Conductor

CATEGORY: LIGHTING, ALUMINUM TRUSSED ARM

Line No	Pay Item	Description
1160	682-B025	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor
1170	682-B032	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor
1180	682-D003	Underground Pull Box
1190	682-F001	Secondary Power Controller

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0510	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0940	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0950	626-C002	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0960	626-F001	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0970	626-G004	Thermoplastic Double Drop Detail Stripe, White
0980	627-K001	Red-Clear Reflective High Performance Raised Markers
1250	907-626-U003	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.
1260	907-626-V003	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.
1270	907-626-X003	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.
1280	907-626-Y002	Thermoplastic Detail Traffic Stripe, White, 6" Equivalent Length, 40-mil. min.

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
1200	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0990	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1000	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1010	630-B003	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted
1020	630-C003	Steel U-Section Posts, 3.0 lb/ft
1030	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1040	630-F006	Delineators, Guard Rail, White
1050	630-F007	Delineators, Guard Rail, Yellow
1060	630-G004	Type 3 Object Markers, OM-3R or OM-3L
1070	630-I015	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed
1080	630-I020	Metal Overhead Sign Supports, Assembly No. 3, Contractor Designed
1090	630-I022	Metal Overhead Sign Supports, Assembly No. 4, Contractor Designed
1100	630-K003	Welded & Seamless Steel Pipe Posts, 4"
1290	907-630-O004	Remove and Reset Sign, All Sizes

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0760	619-A1004	Temporary Traffic Stripe, Continuous White, Paint
0770	619-A2004	Temporary Traffic Stripe, Continuous Yellow, Paint
0780	619-A3003	Temporary Traffic Stripe, Skip White, Paint
0790	619-A5002	Temporary Traffic Stripe, Detail, Paint
0800	619-C6001	Red-Clear Reflective High Performance Raised Marker
0810	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0820	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0830	619-D3001	Remove and Reset Signs, All Sizes
0840	619-E1001	Flashing Arrow Panel, Type C
0850	619-F1001	Concrete Median Barrier, Precast
0860	619-F1004	Portable Median Barrier, 60 MPH
0870	619-F2001	Remove and Reset Concrete Median Barrier, Precast
0880	619-G4005	Barricades, Type III, Single Faced
0890	619-G5001	Free Standing Plastic Drums
0900	619-G7001	Warning Lights, Type "B"
0910	619-J1004	Impact Attenuator, 60 MPH
0920	619-J2004	Impact Attenuator, 60 MPH, Replacement Package
1240	907-619-E3001	Changeable Message Sign

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 939

CODE: (SP)

DATE: 6/20/2018

SUBJECT: Cooperation Between Contractors

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

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

Current project

IM-0055-02(229) & (230) / 106389 – Hinds & Madison Counties, Mill and Overlay I-55 from Rankin County Line to Ridgeland.

Future project

HPP-8323-00(004) / 104859 - Madison County, Lake Harbour Dr. Extension from Highland Colony Parkway to Highway 51

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

The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor of the adjoining project. Failure to coordinate work schedules, such as but not limited to lane closures, shall not be reason to modify contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 948

CODE: (SP)

DATE: 06/06/2018

SUBJECT: Use of Polyacrylamide (PAM)

Bidders are advised that the use of Polyacrylamide (PAM) will be allowed only for surface erosion control of soil prior to soil stabilization. Prior to use of this material, written notification shall be included in the Storm Water Pollution Prevention Plan (SWPPP). The application rate, areas of application, description of how uniform coverage will be achieved, and how application to non-target areas will be prevented shall be clearly depicted within the SWPPP. Polyacrylamide shall meet the requirements of Special Provision 907-250, and meet all requirements of the Mississippi Department of Environmental Quality's regulations. Polyacrylamide **shall not** be discharged into waters of the state.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 960

CODE: (SP)

DATE: 06/12/2018

SUBJECT: Stream Crossings

Bidders are advised that the Contractor will not be allowed to place riprap and pipe in streams for temporary crossings. Bidders are also further advised that Plan Sheet ECD-17 has been removed from the Plans.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 979

CODE: (SP)

DATE: 6/19/2018

SUBJECT: A + C Bidding

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

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

The bidder shall determine the total number of working days required to complete the work in the contract. The product of the total number of working days required for construction of the project in accordance with the plans and specifications (contract time), as determined by the Bidder, times the disincentive cost of **\$15,000.00 per working day** shall be added to the total bid determined from the bid items. The sum of these two amounts will be the amount used for comparison of bids. This information will be shown on the Expedite Bid Sheets.

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

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

$$X = A + C$$

Where:

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

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

C = Value of the Contract Time – This being the total working days required to complete construction of the project in accordance with the plans and specifications (contract time), as determined by the Bidder, multiplied by the disincentive cost of **\$15,000.00** per day. The value C is included for comparison of bids only and will NOT be included in any payment to the Contractor. **The total number of days entered for contract time CAN NOT EXCEED 245 Working Days.** If the Contractor enters a Contract Time of more than **245 working days**, the proposal will be considered **irregular, rejected, and returned to the bidder.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 980

CODE: (SP)

DATE: 06/19/2018

SUBJECT: Temporary Construction Signs

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

Bidders are hereby advised of the following regarding the Temporary Construction Signs required:

Should the Bidders elect to install Temporary Construction Signs by first driving short u-channel sections and then bolting the longer, correct height u-channel sections to them, the Bidders are advised that these short sections shall be a minimum of five (5) feet from the ground level when driven and the splice must consist of a minimum of eighteen (18) inches of overlap with a total of four (4) bolts. Bidders are also advised that it is mandatory that these short sections be removed at the completion of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 981

CODE: (SP)

DATE: 6/19/2018

SUBJECT: FAA Restrictions

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

Bidders are hereby advised that this project site is within the vicinity of an airport (Bruce Campbell Field). The FAA has completed an Aeronautical Study (ASN): 2018-ASO-5839-OE and the results are attached. Bidders should note the following requirements:

1. Any structures (cranes or pile drivers) shall be marked in accordance with the FAA Advisory Circular 70/7460-1 K Change 1, Obstruction Marking and Lighting
2. The contacts noted in the report shall be notified at least 3 days prior to any temporary structure being erected and then again when being removed .

The contractor shall take into account the findings of the FAA report and bid accordingly.



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ASO-5839-OE

Issued Date: 06/13/2018

Earl Glenn
MDOT - State Construction Engineer
401 N. West Street
Jackson, MS 39201

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Crane I-55 Crane
Location: Jackson, MS
Latitude: 32-24-48.22N NAD 83
Longitude: 90-08-52.97W
Heights: 360 feet site elevation (SE)
120 feet above ground level (AGL)
480 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

****SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION****

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (202) 267-0105, or j.garver@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-5839-OE

Signature Control No: 360123320-367589539

(TMP)

Jay Garver

Specialist

Additional Condition(s) or Information for ASN 2018-ASO-5839-OE

Proposal: To construct and/or operate a(n) Crane to a height of 120 feet above ground level, 480 feet above mean sea level.

Location: The structure will be located 2.74 nautical miles southwest of MBO Airport reference point.

Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:

Aeronautical study revealed that the temporary structure will not exceed any Part 77 obstruction standard. Aeronautical study confirmed that the temporary structure will have no effect on any existing or proposed arrival, departure or en route instrument/visual flight rules (IFR/VFR) operations or procedures. Additionally, aeronautical study confirmed that the temporary structure will have no physical or electromagnetic effect on the operation of air navigation and communications facilities and will not impact any airspace and routes used by the military. Based on this aeronautical study, the FAA finds that the temporary structure will have no adverse effect on air navigation and will not impact any aeronautical operations or procedures.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

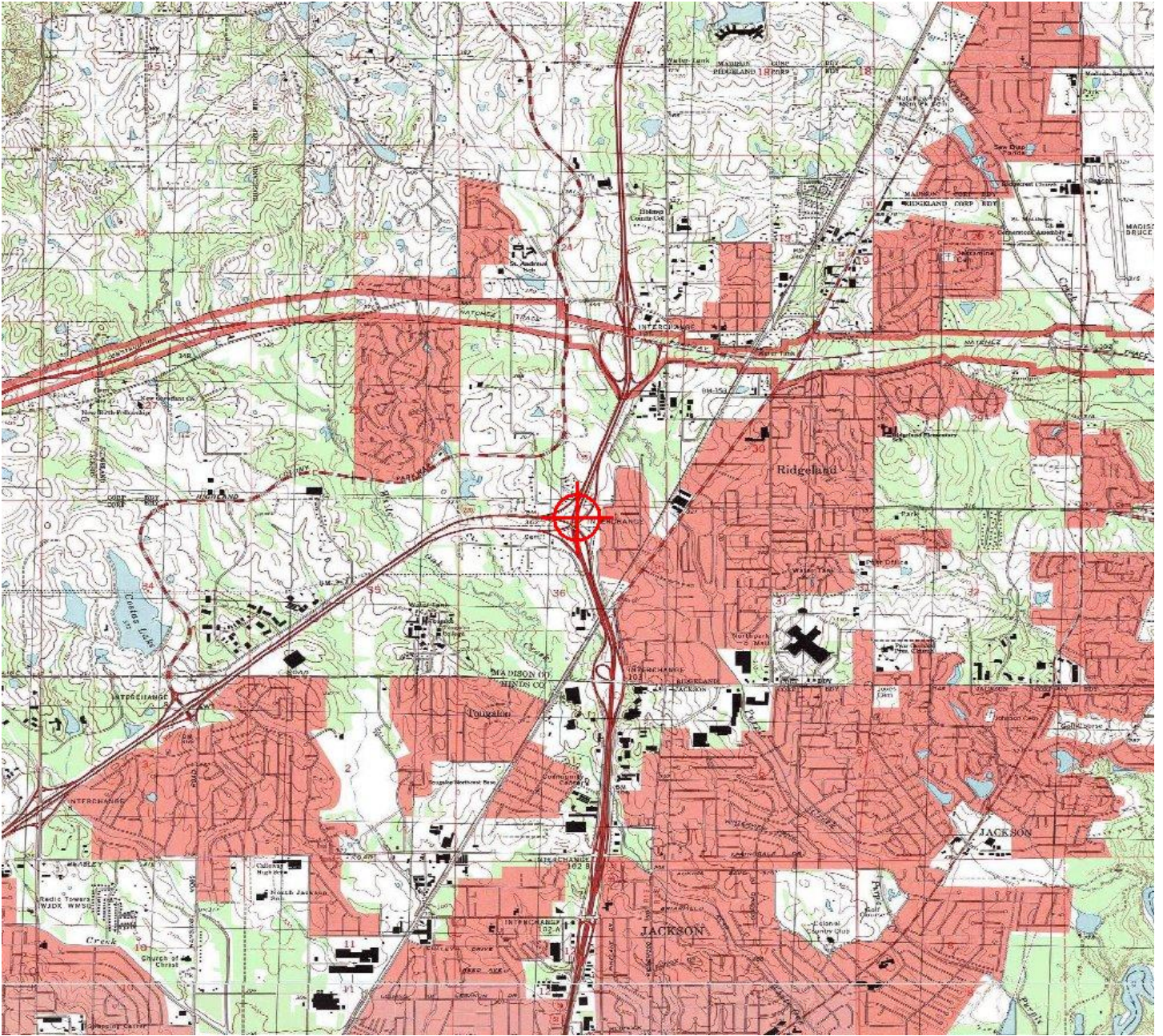
As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

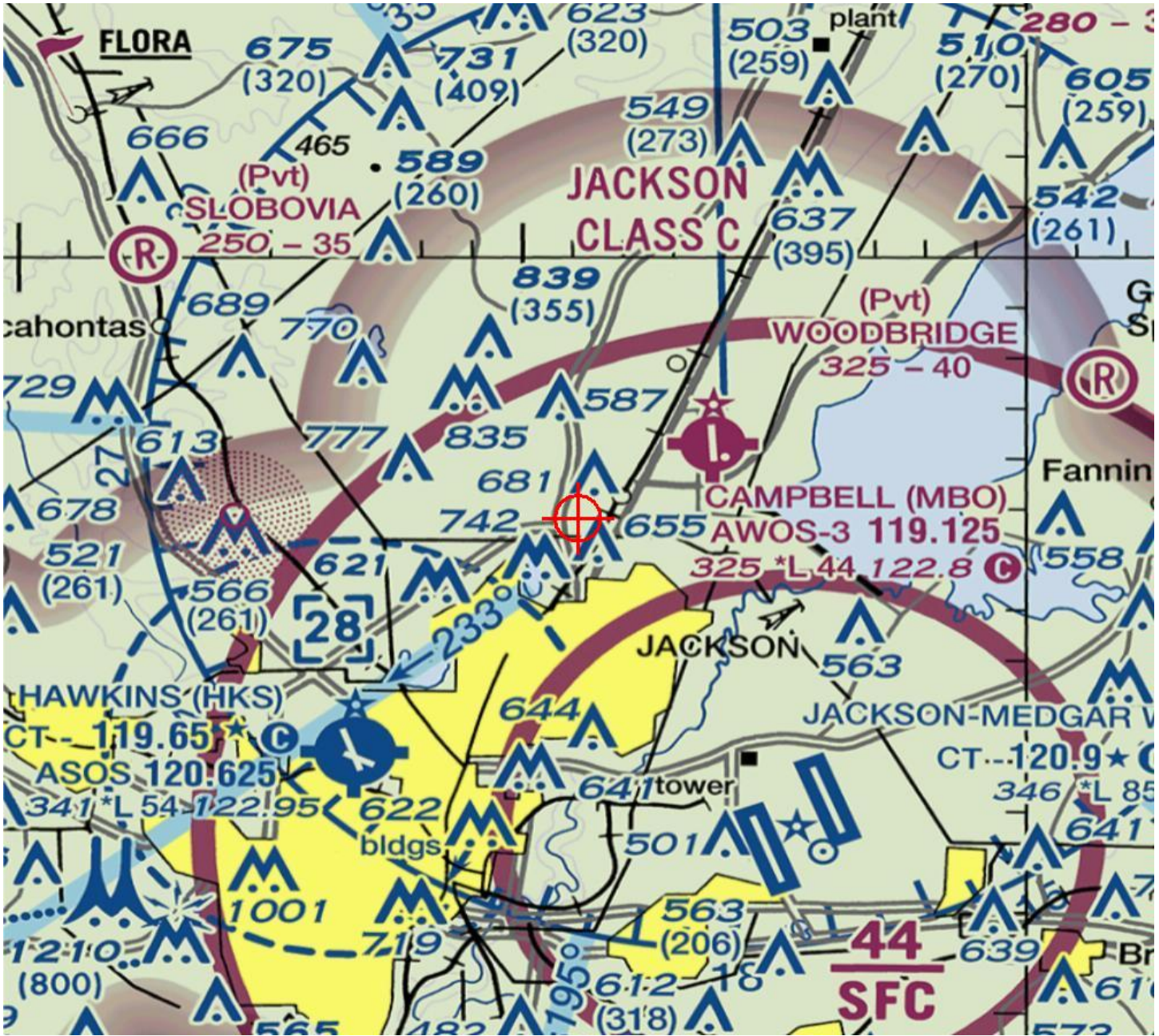
It is required that the manager of BRUCE CAMPBELL FIELD, (601) 853-1960 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

This determination expires on 12/13/2019 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.



Sectional Map for ASN 2018-ASO-5839-OE



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 982

CODE: (SP)

DATE: 6/20/2018

SUBJECT: Lane Closure Restrictions

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

Bidders are hereby advised that all interstate roadways, frontage roads, local roads, loops and ramps on this project are to remain open at all times, except as noted below:

- 1) **Neither lane closures nor obstructions resulting in less than the presently available traveled lanes of traffic flow will be allowed under any circumstances Monday through Friday between the hours of 6:00 AM and 8:00 PM, unless specifically directed by the Engineer.**
- 2) **All work on local roads, loops, ramps and frontage roads shall be done between 8:00 PM and 6:00 AM, unless specifically directed by the Engineer.**
- 3) **During the weekday, in areas where there are four lanes of through traffic, only two lanes of traffic can be closed between 8:00 PM and 10:00 PM. After 10:00 PM, if the contractor is working on one of the middle lanes, three lanes of traffic can be closed at a time, unless specifically directed by the Engineer.**
- 4) **During the weekend, in areas where there are four lanes of through traffic, only two lanes of traffic can be closed between 6:00 AM and 10:00 PM. Between 10:00 PM and 6:00 AM, if the contractor is working on one of the middle lanes, three lanes of traffic can be closed, unless specifically directed by the Engineer.**
- 5) **During the weekday, in areas where there are three lanes of through traffic, only one lane of traffic can be closed between 8:00 PM and 10:00 PM. After 10:00 PM, two lanes of traffic can be closed, unless specifically directed by the Engineer.**
- 6) **During the weekend, in areas where there are three lanes of through traffic, only one lane can be closed between 6:00 AM and 10:00 PM. Between 10:00 PM and 6:00 AM, two lanes of traffic can be closed, unless specifically directed by the Engineer.**

No exceptions to the above requirements will be allowed unless The Engineer alters lane closure times or placement in the event of excessive queuing.

The lane closure restrictions described in Subsection 108.04.1 of the 2017 Mississippi Standard Specifications for Road and Bridge Construction will apply. In addition to those listed no lane closures will be allowed Easter weekend including the preceding Friday.

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

If the lane closure restriction listed above is violated, the Contractor will be charged a fee, per lane closure, of \$2,500.00 for each full or partial five minute period until the roadway is back in compliance with the lane closure restriction requirement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 983

CODE: (SP)

DATE: 06/20/2018

SUBJECT: Liquidated Damages

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

Bidders are hereby advised to disregard the values in the “Schedule of Deductions for Each Day of Overrun in Contract Time” table shown in Subsection 108.07 of the 2017 Mississippi Standard Specifications for Road and Bridge Construction.

Liquidated Damages of **\$15,000.00** per calendar day shall be applicable to each calendar day after the Contractor determined number of working days and shall continue until all work under the contract has been met.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 984

CODE: (SP)

DATE: 6/19/2018

SUBJECT: Underground Utilities

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

Bidders are hereby advised that utility lines owned and maintained by MDOT may be present within the project limits. These utilities are not located by Mississippi 811. It shall be the Contractor's responsibility to coordinate with MDOT to have the utility lines located and marked prior to beginning work. The Contractor shall give a minimum of three (3) working days of advance notice for locate requests. The contacts for MDOT utility lines are as follows:

Underground Power Lines:

Michael Lee – 601-683-3341 – mlee@mdot.ms.gov

Vince Herrington – 601-683-3341 – vherrington@mdot.ms.gov

Underground Communication Lines:

Celina Sumrall – 601-359-1454 – csumrall@mdot.ms.gov

Jake Wimberly – 601-359-1454 – jwimberly@mdot.ms.gov

Henry Lewis – 601-359-1454 – hlewis@mdot.ms.gov

Underground Signal Lines:

Amrik Singh – 601-359-1454 – asingh@mdot.ms.gov

Kenneth Welch – 601-359-1454 – kwelch@mdot.ms.gov

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904-NOTICE TO BIDDERS NO. 985

DATE: 06/26/2018

SUBJECT: Steel Fabrication Schedule

PROJECT: NH-0055-02(248) / 102315302 -- Madison County

To ensure that MDOT is able to acquire a contract with its fabrication firm in a timely manner, a detailed schedule for the fabrication of structural steel and sign trusses from your Sub-Contractors shall be provided in writing no later than the preconstruction meeting. The provided schedules will be used by MDOT to establish the maximum contract amount as indicated in section 810.04.5 of the Standard Specifications. MDOT will be responsible for the cost not to exceed the maximum contract amount.

It is the responsibility of the Prime Contractor to make all structural steel fabrication Sub-Consultants aware that MDOT is not responsible for any additional costs associated with a change in the provided schedule and fabrication locations (including coating locations) that raise the maximum contract amount.

The schedule should include but is not limited to the following:

- Location where material will be fabricated (including coating locations)
- Project fabrication duration (including coatings)
- Project shipping durations
- Any projected breaks in the fabrication schedule
- Projected work schedule (days per week, hours per shift, shifts per day)
- The name and address of subcontractors involved in the fabrication
- The number of fabricated items

Steel fabrication shall not commence until MDOT has contracted with a steel fabrication inspection firm, all submittals are reviewed and stamped, a prefabrication meeting is held, and MDOT's fabrication inspection firm is on site.

General Decision Number: MS180241 01/26/2018 MS241

Superseded General Decision Number: MS20170241

State: Mississippi

Construction Type: Highway

County: Madison County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018

* ELEC0480-010 01/01/2018

	Rates	Fringes
TRAFFIC SIGNALIZATION		
Electrician.....	\$ 25.10	8.73

SUMS2010-060 08/04/2014		
	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.32	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.85	0.39
ELECTRICIAN.....	\$ 24.04	5.87
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping Truck).....	\$ 10.86	0.00
INSTALLER - GUARDRAIL.....	\$ 12.07	0.00
INSTALLER - SIGN.....	\$ 11.54	0.00

IRONWORKER, REINFORCING.....	\$ 15.52	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading; and Grade Checking.....	\$ 10.38	0.00
LABORER: Flagger.....	\$ 9.91	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.27	0.00
LABORER: Pipelayer.....	\$ 13.44	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.26	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.37	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.48	0.00
OPERATOR: Bulldozer.....	\$ 13.88	0.00
OPERATOR: Concrete Saw.....	\$ 15.50	0.00
OPERATOR: Crane.....	\$ 15.00	0.00
OPERATOR: Distributor.....	\$ 10.95	0.00
OPERATOR: Grader/Blade.....	\$ 14.28	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.90	0.00
OPERATOR: Loader.....	\$ 13.28	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 14.68	0.00
OPERATOR: Mixer.....	\$ 14.25	0.00
OPERATOR: Oiler.....	\$ 12.35	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.74	0.00
OPERATOR: Roller (All Types)....	\$ 10.85	0.00
OPERATOR: Scraper.....	\$ 12.25	0.00

OPERATOR: Tractor.....	\$ 10.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.08	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.00	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.02	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50	0.00

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

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

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

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

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

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

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

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

SHSA Cities:

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

SMSA Counties:

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

Non-SMSA Counties:

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

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

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

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

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

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

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (IS)

DATE: 11/22/2017

SUBJECT: **Bidding Requirements and Conditions**

Section 102, Bidding Requirements and Conditions, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-102.01--Prequalification of Bidders. Delete the last sentence of the third paragraph of Subsection 102.01 on page 13, and substitute the following.

The Bidder's Certificate of Responsibility number must be on file with the Department's Contract Administration Division prior to request for permission to bid.

907-102.02--Contents of Proposal Forms. Delete the fourth paragraph in Subsection 102.02 on page 13, and substitute the following.

Prospective bidders must complete an online request for permission to be eligible to bid a project. Upon approval, the bidder will be authorized to submit a bid electronically using Bid Express at <http://bidx.com>.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-2

CODE: (SP)

DATE: 06/22/2017

SUBJECT: Award and Execution of Contract

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2

CODE: (SP)

DATE: 01/31/2018

SUBJECT: Contractor's Erosion Control Plan

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

907-107.22--Environmental Protection.

907-107.22.1--Contractor's Erosion Control Plan (ECP). After the first sentence of the first paragraph of Subsection 107.22.1 on page 63, add the following.

The ECP shall be submitted electronically to the Project Engineer who will forward it to the appropriate MDOT Divisions.

Delete the example Narrative in Subsection 107.22.1 on page 65, and substitute the following.

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

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

SITE INFORMATION

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

SEDIMENT AND EROSION CONTROLS

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

IMPLEMENTATION SEQUENCE

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

MAINTENANCE PLAN

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

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-250-2

CODE: (SP)

DATE: 06/06/2018

SUBJECT: Polyacrylamide (PAM)

Section 907-250, Polyacrylamide (PAM), is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-250--POLYACRYLAMIDE (PAM)

907-250.01--Description. This work consists on designing, furnishing, applying, and maintaining a water-soluble anionic polyacrylamide (PAM) as temporary soil binding agents to reduce erosion as a result of storm water on construction sites.

This product shall be applied directly to the soil surface in areas where the timely establishment of vegetation may not be feasible or where vegetative cover is absent or inadequate.

PAM mixtures shall be used in conjunction with, but not a substitute for, other Best Management Practices (BMPs).

907-250.02--Materials. Only anionic PAM mixtures will be allowed. Cationic PAM mixtures shall not be allowed. The Contractor shall make necessary arrangements to get project soil samples analyzed to determine that the correct type of PAM is being used on the project.

The anionic PAM mixtures shall be an environmentally friendly, non-combustible, benign material which is harmless to fish, aquatic organisms, wildlife, and plants.

The PAM mixtures shall meet the following requirements:

- $\leq 0.05\%$ free acrylamide monomer by weight,
- have a charge density of 10 to 55 percent, and
- have a molecular weight of 6 to 24 Mg/mole.

The manufacturer/supplier shall provide a certified test report that the material meets these requirements.

The manufacturer/supplier shall provide written instructions to insure proper safety, storage, and mixing of their product.

907-250.03--Construction Requirements. The PAM shall be applied directly to the soil in either a liquid form or a dry form at the application rate specified by the manufacturer. The application rate shall not exceed the maximum application rate specified by the manufacturer. Higher concentrations of anionic PAM mixtures may actually decrease effectiveness. Repeated

applications of PAM mixtures may be applied, if necessary, to ensure adequate effectiveness.

Unused liquid anionic PAM mixtures shall be minimized. Excess material shall not be applied at a rate greater than the maximum application rate. Disposal shall not occur in storm water conveyance systems (i.e. storm sewer manholes, storm sewer inlets, ditches, culverts, etc.).

The manufacturer/supplier shall provide a product expiration date for the PAM mixtures based on product expiration date of the PAM in pure form. The manufacturer/supplier shall provide general written application methods, based on site conditions, such as slope and soil type. The application method shall provide uniform coverage to the target area and avoid drift to non-target areas.

Anionic PAM mixtures may lose its effectiveness due to weather conditions. Areas where PAM is applied shall be inspected within 24 hours after the end of a rainfall event of one-half inch or more, and at least once every seven (7) calendar days. Maintenance needs that are identified during inspections must be accomplished before the next rain event, if possible. Maintenance shall consist of reapplying anionic PAM mixtures to disturbed areas, including high use traffic areas, which interfere in the performance of this application.

907-250.04--Method of Measurement. Polyacrylamide (PAM) will be measured by the actual weight in pounds of PAM applied, including any PAM used during maintenance re-applications. Water or other liquids used during application will not be included in the measurement per pound.

907-250.05--Basis of Payment. Polyacrylamide, measured as prescribed above, will be paid for per pounds, which price shall be full compensation for soil analysis, furnishing all materials, labor, equipment and all incidentals necessary to complete the work.

Payment will be made under:

907-250-A: Polyacrylamide - per pound

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-5

CODE: (IS)

DATE: 01/17/2018

SUBJECT: Traffic Control for Construction Zones

Section 619, Traffic Control for Construction Zones, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-619.02--Materials.

907-619.02.8--Traffic Signals and Flashers. Delete Subsection 619.02.8.1 on pages 452 thru 455, and substitute the following.

907-619.02.8.1-Portable Traffic Signals. Portable traffic signals shall be trailer or pedestal mounted units that provide for easy, legal transportation and quick setup and deployment. Each unit shall be self-contained. The types of portable traffic signals are as follows.

- Type 1 portable traffic signal shall include two signal heads per trailer with one signal head mounted on an overhead mast arm that can be extended over the travel lane, and the other signal head shall be mounted on the vertical upright of the trailer.
- Type 2 portable traffic signal shall include one signal head that is mounted on the vertical upright of the pedestal/cart or trailer. Pedestal/Cart mounted shall be designated as Type 2A and Trailer mounted shall be designated as Type 2B. Type 2 portable traffic signals shall be tested to MASH Standards or NCHRP Test Level 3 crash testing requirements by an accredited independent test facility, with supporting documentation available upon request.
- Type 3 portable traffic signal shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned in each applicable section below.

The portable traffic signals shall be MUTCD Compliant and utilize standard ITE signal heads, and adhere to the ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement. The units shall be battery powered with a solar charging system, and be equipped with an onboard battery charger capable of being used with a 120V AC power source. Portable traffic signals shall be able to communicate with other portable signals via 900 MHz or other accepted wireless communications. If wireless connectivity is not feasible, hardwired connectivity shall be an acceptable alternative, as approved by the Engineer. Portable Traffic Signals shall include all the major components listed below or be able to perform the functions of these components. The major components of the unit shall include, but are not limited to, the trailer or pedestal/cart, telescoping mast arm (on Type 1 and 3), signal head(s) and back plates, traffic signal controller with operating software, solar charging system with batteries, input and output devices, vehicle detection, flasher units, conflict monitor, relays,

communications system and other equipment required for the safe operation and installation of the unit.

907-619.02.8.1.1--Signal Heads. The signal heads and all applicable components of the portable traffic signal shall meet the physical display and operational requirements of conventional traffic signals as specific in the Manual on Uniform Traffic Control Devices (MUTCD). The signal heads shall be cast aluminum or polycarbonate and shall meet the requirements laid out in the Mississippi Standard Specification for traffic signal heads and associated MDOT material specifications for traffic signal heads. The signal heads shall accommodate standard 12-inch LED indications meeting the ITE Specification “Vehicle Traffic Control Signal Heads” and ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement.

For Type 1, Type 2 and Type 3 portable traffic signals, the signal heads shall have the ability to be rotated 180 degrees to face in the opposite direction and shall have the ability to rotate and lock in approximately 10 degree increments to position the signal head for the optimum visibility to motorists.

For Type 1 portable traffic signals, each unit shall contain two signal heads with one signal head mounted on an overhead mast arm that can be extended over the travel lane with a minimum clearance of 17 feet measured from the bottom of the signal head unit to the road surface. The lower signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 2 portable traffic signals, the signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 3 portable traffic signals, each unit shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned below.

907-619.02.8.1.2--Controller and Operating Requirements. The portable traffic signal (Types 1, 2, and 3) shall include a solid state Controller Unit (CU) that is in compliance with NEMA TS 5 Performance Standard. The CU shall have an easy to read front panel backlit display for viewing and programming the configuration settings and CU status. The CU shall be capable of operating the portable traffic signal system in a fixed time, traffic actuated or manual control mode. Multiple portable traffic signals shall have the capability to be interconnected to form a portable traffic signal system. Each portable traffic signal within a connected system shall have the capability to serve as either the master or remote signal. Each portable traffic signal shall include a Conflict Monitor Unit (CMU), or Malfunction Management Unit (MMU) to ensure phase conflicts do not exist during operation.

For Type 1 and Type 2 portable traffic signals, a minimum of five (5) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of four (4) traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have

the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

For Type 3 portable traffic signals, a minimum of ten (10) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of 16 traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

The system shall also have the ability to operate in vehicle actuation mode when vehicle detection components are used. The operating system shall have the capability to allow the Portable Traffic Signal to be connected to and controlled by a standard NEMA controller.

The system shall have the capability to be controlled remotely using a hardwired or wireless remote. The wireless radio remote shall be capable of communicating at a clear line of site distance up to ¼ mile from the master.

The CU shall have the capability of interfacing with a Remote Monitoring System (RMS) capable of reporting signal location, battery voltage, and system faults. The RMS shall include a password-protected web site, viewable via an internet connection. In the event of a system fault, the RMS shall provide specific information concerning the cause of the system fault (example: "red lamp on signal number 1 out"). The RMS shall immediately contact previously designated individuals via SMS text messaging or email, upon a fault event.

The active timing program operating the PTS system shall be available and viewable through the RMS website at all times. The RMS shall maintain a history of the operating system in each signal including total operating hours, alerts, and the location of the PTS trailer.

907-619.02.8.1.3--Wireless Communications. The portable traffic signals shall communicate with other portable traffic signals within the signal system via license-free wireless 900 MHZ radio link communications as specified in Subsection 662.02.2 of the radio Interconnect System specification. The radio units shall maintain communications at a minimum distance of one (1) mile. The radio system shall conform to the applicable Federal Communications Commission requirements and all applicable state and local requirements.

The portable traffic signals shall be in direct communication at all times either by wireless or hardware connection to provide for the required conflict monitoring / malfunction management system.

907-619.02.8.1.4--Power Requirements. Each Portable Traffic Signal shall be equipped with a power source consisting of a solar collection array, solar controller and/or charging unit and batteries sufficient to operate the signal system. The number and size of batteries shall be sufficient to operate the Type 1 and Type 3 signals for a minimum of 30 days and Type 2A signals for

minimum of five (5) days, and Type 2B signals for minimum of 15 days without additional charging or assist from the solar array. An on-board battery charger shall be compatible with both the solar array and with a 120V AC power source.

For Type 1 signals, the solar panel array shall provide for a minimum of 440 watts of solar collection capability.

For Type 2A signals, the solar panel array shall provide for a minimum of 90 watts of solar collection capability.

For Type 2B signals, the solar panel array shall provide for a minimum of 110 watts of solar collection capability.

For Type 3 signals, the solar panel array shall provide for a minimum of 480 watts of solar collection capability and shall include a tilt and rotate system to optimally position the panels.

All instrumentation for the electrical system and battery compartment shall be contained in a lockable weatherproof enclosure. Solar panels shall be secured to the mounting brackets for theft prevention.

907-619.02.8.1.5--Trailer and Lift System. The trailer or pedestal/cart and all mounted components shall conform to the wind loading requirements as follows: 100 mph minimum for Type 1 portable traffic signals, 55 mph minimum for Type 2A portable traffic signals, 75 mph minimum for Type 2B portable traffic signals, and 90 mph minimum for Type 3 portable traffic signals as described in the AASHTO *Standard Specifications for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans including all interims and updates. At the request of the Engineer, proof of conformance to these wind load ratings shall be verified by a third-party. No additional loose ballast shall be used to meet these wind load requirements. The trailer shall be made of structural steel and shall include four (4) leveling/stabilizer jacks capable of lifting the trailer a minimum of six inches (6”).

The trailer or pedestal shall be equipped with a mechanical, hydraulic or electric lift system sufficient for one person to be able to raise and lower the vertical upright and/or horizontal mast arm to and from the operating position.

For Type 1, 2B, and Type 3 signals, the trailer shall be equipped to provide legal and safe transport on the public highway system at speeds up to 55 mph.

All exterior metal surfaces, except signal heads and back plates, shall be powder-coat painted highway safety orange.

907-619.02.9--Impact Attenuators. Delete the sentence in the first paragraph of Subsection 619.02.9 on page 455, and substitute the following.

Impact attenuators must be listed on the Department's APL.

907-619.02.11--Snap-Back Delineators. Delete the sentence in the paragraph of Subsection 619.02.11 on page 456, and substitute the following.

Snap-back delineators shall be selected from the list of surface mounted flexible delineator posts as shown on the Department's APL.

907-619.02.14--Changeable Message Sign.

907-619.02.14.5--PCMS Controller and Storage Cabinets. Delete the fifth sentence in the first paragraph of Subsection 619.02.14.5 on pages 462 and 463, and substitute the following.

The controller cabinet shall be illuminated.

907-619.05--Basis of Payment. Add the following to the list of pay items ending on page 480.

907-619-E3: Changeable Message Sign ***** - per each

907-619-H2: Traffic Signal, Portable, Type ____ - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: 40-mil Thermoplastic Markings

Section 626, Thermoplastic Traffic Markings, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable for 40-mil Thermoplastic Markings Only.

907-626.01--Description. This work shall consist of furnishing materials and applying 40-mil thick hot thermoplastic pavement marking as shown on the plans or directed by the Engineer.

907-626.02--Materials.

907-626.02.1--Binder. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature. The total binder content of the compound shall be well distributed throughout the compound. The binder shall be free from all foreign objects or ingredients that would cause bleeding, staining or discoloration. The binder shall be 26 percent minimum by weight of the compound. The binder shall be characterized by an IR Spectra.

907-626.02.2--Pigment. The pigment used for the white compound shall be a high-grade pure (minimum 93% titanium dioxide, TiO₂). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the compound.

The pigments used for the yellow paint compound shall be heat resistant and shall produce a compound meeting the requirements of FED 595 Color No. 33538. The yellow marking material shall contain a minimum of 4 percent by weight of the yellow pigment. Yellow pigment shall be lead free.

907-626.02.3--Filler. The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler which is insoluble in 6N hydrochloric acid shall be of such particle size as to pass a No.100 sieve.

907-626.02.4--Glass Beads. Intermix glass beads shall be uniformly mixed throughout the material at the rate of not less than 27 percent by weight (retained on the No.100 sieve) of compound. Drop on beads shall be used with pavement marking material and shall be applied uniformly at a minimum rate of 12 pounds per 100 square feet.

907-626.02.4.1--Properties. The drop on glass beads furnished under this specification shall consist essentially of transparent, water-white glass particles of a spherical shape. They shall be manufactured from a glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The glass beads shall conform to the following requirements:

(a) **Sieve Analysis.** The glass beads shall meet the following sieve requirements:

<u>Sieve No.</u>	<u>% Retained</u>	<u>% Passing</u>
12	0	100
14	0-5	95-100
16	5-20	75-95
18	40-80	10-47
20	10-40	0-7
25	0-5	0-2
Pan	0-2	--

(b) **Imperfections.** The surface of the glass beads shall be free of pits and scratches. The sizes beads shall have a roundness of 70% minimum average per ASTM Designation: D1155 with the exception of the +20 portion, which shall have a 65% minimum true spheres, tested visually.

(c) **Index of Refraction.** The index of refraction of the glass beads shall be not less than 1.50 when tested by the immersion method at 77°F.

(d) **Silica Content.** The glass beads shall contain not less than 65 percent silica (SiO₂).

(e) **Chemical Stability.** Glass beads which show tendency toward decomposition, including surface etching, when exposed to material or material constituents will be rejected. The glass beads shall be tested by Federal Specification T-T-B-1325A, Section 4.3.11, water resistant soxhlet extraction method, with the following exceptions:

Under "Procedure", the size of sample to be tested shall be 25 grams.

Under testing, Paragraph (1), the reflux-time shall be five hours and upon examination after testing the glass beads shall show no dulling effect.

Under Paragraph (2), if more than 4.5 mls of 0.1 N hydrochloric acid are used to reach the end point, it shall constitute failure of the test.

(f) **Flowing Properties.** The glass beads shall flow uniformly through dispensing equipment in atmospheric humidity up to 94%. The drop-on beads shall pass the following test:

One hundred grams of glass beads, spread evenly and thinly in a suitable container, shall be conditioned at 77°F for 4 hours over a solution of sulfuric acid with Sp. Gr. 1.10, in a closed desiccator. After four hours, the glass beads shall flow readily through a clean glass analytical funnel, 60°, 5-mm. diameter and 105-mm. stem. Inside diameter of the stem shall be a nominal 1/4 inch.

(g) **Coating:** The glass beads used for intermix shall be uncoated. The glass beads used for the drop on application shall be coated with an adhesion promoting coating. Silicone coated drop

on beads shall not be allowed.

(h) **Packaging.** The drop on glass beads shall be delivered in moisture proof bags consisting of at least five-ply paper construction unless otherwise approved. Each bag shall contain 50 or 55 pounds net, and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged.

907-626.02.5--Thermoplastic Material. In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety sheets for the product.

The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during reheating processes.

There shall be no obvious change in color of the material as a result of repeated heatings or from batch to batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately 68° ±6°F. After appreciable deformation or discoloration, shall remain free from tack, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -20° to 150°F. The stripe shall maintain its original dimensions and placement. Cold ductility of the material shall be such as to permit normal dimensional distortion as a result of traffic impact within the temperature range specified.

The material shall provide a stripe that has a uniform thickness throughout its cross section and has the density and character to provide a sharp edge of the line.

The compound after heating for four hours ±5 minutes at 375° ±3°F and cooled at 77°F shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral band pass of 10 nm.

White: Daylight Reflectance (Y) 75 percent minimum

*Yellow: Daylight Reflectance (Y) 42-59 percent

* Shall match Federal 595 Color No. 33538 .and chromaticity limits as follows:

x	.470	.510	.485	.530
y	.455	.485	.425	.456

907-626.02.5.1--Specific Gravity. The specific gravity of the material shall not exceed 1.87.

907-626.02.5.2--Softening Point. After heating the material for four hours ±5 minutes at 375° ±3°F and testing in accordance with ASTM E28, the material shall have a minimum softening point of 180°F as measured by the ring and ball method.

907-626.02.5.3--Tensile Bond Strength. After heating the material for four hours ± 5 minutes at 375°F, the tensile bond strength to unprimed, sandblasted, portland cement concrete block, 0.0625-inch thick film drawdown at 375°F, tested at 75° ± 2 °F shall exceed 180 psi when tested in accordance with ASTM D4796.

907-626.02.5.4--Impact Resistance. After heating the material for four hours ± 5 minutes at 375° ± 3 °F, the impact resistance shall be a minimum of 50 inch-pounds with no cracks or bond loss when 0.0625-inch thick film drawdown is made at 375°F on an unprimed, sandblasted, portland cement concrete block, male indenter 5/8-inch, no female Die tested at 75° ± 2 °F when tested in accordance with ASTM D2794 minimum.

907-626.02.5.5--Packaging and Storage. Each package of material shall be stenciled with the manufacturer's name, the type of material and specification number. the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential. The letters and numbers used in the stencils shall be a minimum of 1/2 inch in height.

The material shall be packaged in suitable containers which will not adhere to the product during shipment and storage. The container of material shall weigh approximately 50 lbs. Each container shall designate the color, binder (alkyd or hydrocarbon), spray and user information. The label shall warn the user that the that material shall be heated in the range of 350° to 425°F.

The material shall meet the requirements of this specification for a period of one year. The material must also melt uniformly with no evidence of skins or unmelted particles for this one year period. Any material not meeting the above requirements shall be replaced by the manufacturer.

907-626.03--Construction Requirements.

907-626.03.1--Installation Requirements. Before applying the thermoplastic material, the Contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the material to the pavement.

The thermoplastic material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The Contractor shall remove all existing material that might cause premature failure of the new material.

The thermoplastic material shall be installed in a molten state at a minimum temperature of 350°F and a maximum temperature of 425°F. Scorching or discoloration of material shall be cause for rejection by the Engineer. The machinery shall be constructed so that all mixing and conveying parts, up to and including the application gun, maintain the material in the molten state.

Pavement marking materials shall not be applied when air or pavement surface temperatures are below 40°F, or when the surface of the pavement contains any evidence of moisture.

The material shall be applied at a thickness of not less than 0.040" and in no case shall it exceed a

thickness of 0.050".

The Contractor shall place the pavement markings with adequate drop-on glass beads in accordance with the above requirements, uniformly applied to assure adequate nighttime reflectivity. It shall be the Contractor's responsibility to use a compatible combination of material and beads to preclude the surface beads from sinking deeply into the paint.

907-626.03.2--Equipment Requirements. The equipment used to install hot applied thermoplastic material shall provide continuous uniform heating to temperatures exceeding 400°F, mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment which come in contact with the material shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature.

Glass beads applied to the surface of the completed marking shall be applied by an automatic bead dispenser attached to the marking machine so that the beads are dispensed closely behind the installed marking. The glass bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the material.

907-626.03.3--Acceptance. The manufacturer of the thermoplastic material shall furnish the Engineer three (3) copies of certified test report(s) showing results of all required test and certification that the material meets the specifications.

The manufacturer of the glass beads shall furnish the MDOT Central Laboratory three (3) copies of certified test report(s) showing results of all required test and certification that the material meets the specifications. Acceptance sampling and testing of glass beads will be in accordance with S.O.P. No. TMD-40-20-00-000.

907-626.04--Method of Measurement. Thermoplastic stripe completed in accordance with the plans and specifications will be measured by the mile or by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skips. The length used to measure centerline, lane lines and edge stripes will be the horizontal length computed along the stationed control line.

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 the indicated width will be converted to equivalent lengths of stripe of the indicated width.

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 the indicated width will be converted to equivalent lengths of stripe of the indicated width.

907-626.05--Basis of Payment. Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, or square foot, as applicable, which shall be full compensation for completing the work.

Payment will be made under:

- 907-626-U: Width" Thermoplastic Traffic Stripe, Skip White, 40-mil. min. - per linear foot or mile
- 907-626-V: Width" Thermoplastic Traffic Stripe, Continuous White, 40-mil. min. - per linear foot or mile
- 907-626-W: Width" Thermoplastic Traffic Stripe, Skip Yellow, 40-mil. min. - per linear foot or mile
- 907-626-X: Width" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil. min. - per linear foot or mile
- 907-626-Y: Thermoplastic Detail Traffic Stripe, Color, Width" Equivalent Length, 40-mil. min. - per linear foot
- 907-626-Z: Thermoplastic Legend, Color , Width" Equivalent Length, 40-mil. min. - per linear foot or square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-630-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Remove and Reset Signs

Section 630, Traffic Signs and Delineators of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, is hereby amended as follows.

907-630.01--Description. After the last paragraph of Subsection 630.01 on page 503, add the following.

Selected existing, temporarily installed, and/or permanently installed signs other than construction traffic control signs shall be removed and reset as shown on the plans, in the contract documents, or as directed by the Engineer. Removing and resetting of signs may include provisions of continuous sign visibility by the traveling public before, during, and after the operation. The Contractor shall provide all materials necessary to remove and reset the sign, including any footings, supports, brackets, hardware, breakaway features and other incidentals. All installations within 30 feet of the pavement edge of temporary or permanent thru lanes shall include breakaway support features certified to meet NCHRP Report 350 prior to the removal and resetting of the sign.

Selected existing overhead sign shall be removed and reset as shown on the plans, in the contract documents, or as directed by the Engineer. The Contractor shall provide all materials necessary to remove and reset the sign, including any supports, brackets, hardware, and other incidentals. The Contractor shall take all precautions necessary when removing, transporting, storing, and re-installing to protect the sign from any damage to the sign panel or reflective sign surface.

907-630.04--Method of Measurement. After the last paragraph of Subsection 630.04 on page 510, add the following.

Remove and reset signs will be measured per each or square foot.

If a sign assembly is removed and temporarily placed in storage, then later reset as directed by the Engineer, measurement for payment will be made one time only, after the stored sign is reset.

No separate measurement will be made for removal only of a sign assembly, as said removal shall be included in the appropriate pay item for removal of signs.

907-630.05--Basis of Payment. After the first paragraph of Subsection 630.05 on page 510, add the following.

Remove and reset sign, measured as prescribed above, will be paid for at the contract unit price per each or square foot, which price shall be full compensation for furnishing and placing all

materials necessary to effect the removal and resetting, including footings, supports, brackets, hardware, breakaway features, transporting, storage, and for all labor, equipment, tools and incidentals necessary to complete the work.

Add the following to the list of pay items on pages 510 & 511.

907-630-O: Remove and Reset Sign, Description - per each or square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-2

CODE: (SP)

DATE: 08/09/2017

SUBJECT: **Preformed Joint Seal**

Section 907-823, Preformed Joint Seal, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-823--PREFORMED JOINT SEAL

907-823.01--Description. This work consists of furnishing and installing preformed joint seals in accordance with these specifications and the details shown in the Plans or drawings provided.

907-823.02--Materials. The Contractor shall furnish a manufacturer's certification stating that the material used meets the requirements of this specification.

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I or Type II, shall be determined based on the size of the joint opening, as detailed in the Plans or drawings provided. It is the Contractor's responsibility to ensure that the size selected is appropriate for the width of the joint. Type I shall be used for joint openings less than two inches (2"). Type II shall be used for joint openings greater than two inches (2"), with the maximum joint opening being two and one-half inches (2½"). In cases where the joint opening is greater than two and one-half inches (2½"), another type of expansion material shall be required as directed by the Director of Structures, State Bridge Engineer.

1. Silicoflex Joint Sealing System
Manufactured by R.J. Watson, Inc. in Alden, NY
www.rjwatson.com
2. Wabo@SPS Joint System
Manufactured by Watson Bowman Acme Corporation in Amherst, NY
www.wbacorp.com
3. Silspec SSS Silicone Strip Seal
Manufactured by SSI Commercial & Highway Construction Materials in Tulsa, OK
www.ssicm.com

907-823.03--Construction Methods. Preformed joint seals shall be installed in accordance with the manufacturer's recommendations. The material shall seal the deck surface, gutters, and curbs to prevent moisture or other contaminants from leaking through the joints. The joint seal shall be installed in such a manner that the top surface of the material is within the minimum and maximum depths below the roadway or bridge surface recommended by the manufacturer.

Saw cutting for the joint repair shall be accomplished by sawing at the locations and depth shown

on the joint repair detail sheets in the plans or in the contract documents. Saw cuts shall be as near vertical as possible at the saw line of the repair area. The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications, and the type specified shall be the same as the type specified for preformed joint seal.

907-823.04--Method of Measurement. Preformed joint seal of the type specified will be measured in linear feet along the length of the centerline joint.

Saw cuts of the type specified will be measured by the linear foot along the length of the bridge deck on each side of the centerline joint.

907-823.05--Basis of Payment. Preformed joint seal, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

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

Payment will be made under:

907-823-A: Preformed Joint Seal, Type ____ - per linear foot

907-823-B: Saw Cut, Type _____ - per linear foot

NOTES ON ASSOCIATED ITEMS OF WORK:

202-BE98 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall Include The Removal Of Material Associated With Armor Sliding Plates And Neoprene Expansion Joints As Designated In The Detail Drawings Provided. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer.

Basis Of Payment: Removal Of Armor And Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint, While Removal Of Neoprene Joint Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

808-A001 JOINT PREPARATION

Description: Shall Include The Work Necessary To Repair Joints In As Shown On The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Will Not Be Paid For, Directly And Shall Be Considered As Part Of The Work Contained In The Specifications. All Work Shall Be Accomplished In Accordance With The Applicable Provisions Of Section 808 OF THE SPECIFICATIONS AND ANY OTHER SECTIONS SPECIFIED THEREIN.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-001 SAW CUT, TYPE I & 907-823-002 SAW CUT, TYPE II

Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-001 PREFORMED JOINT SEAL, TYPE I

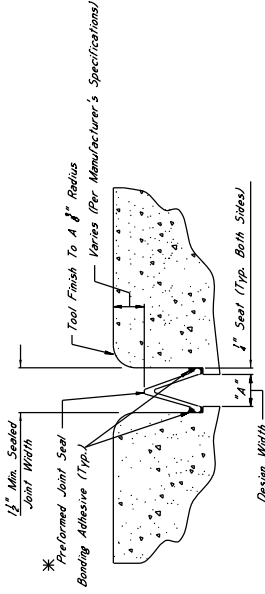
Description: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 OF THE SPECIFICATIONS.

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Change In Plans, Specifications, Or Details Without Written Approval May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
3. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.

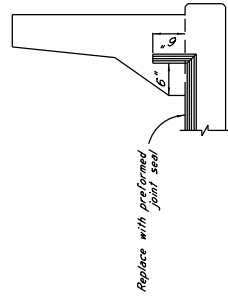


TYPICAL SECTION AT SAWCUT & SEALED JOINT

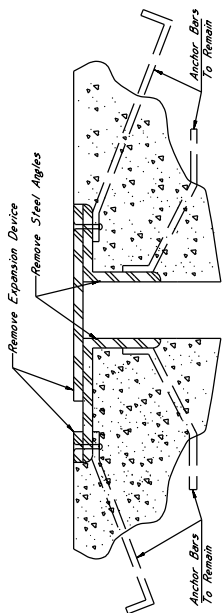
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar.

***NOTES:**

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silicone Joint Sealing System Manufactured By R.J. Watson, Inc. In Aiken, NY www.rjwatson.com
 - B. Wido SPS Joint System Manufactured By Watson Dowman Acme Corporation In Amherst, NY www.watsonacme.com
 - C. Silopac S35 Silicone Strip Seal Manufactured By R.J. Watson, Inc. In Aiken, NY www.sicra.com
2. For Existing Repairs, The RJ Watson Silicone Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Details, Adhesive Settling Times, And A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.
3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For Saw Be Used For Design Widths Greater Than 2" And For Preformed Joint Seal, Type III, Shall Be Used For Design Widths Greater Than Or Equal To 2" And With The Maximum Design Width Of Expansion Material Shall Be As Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

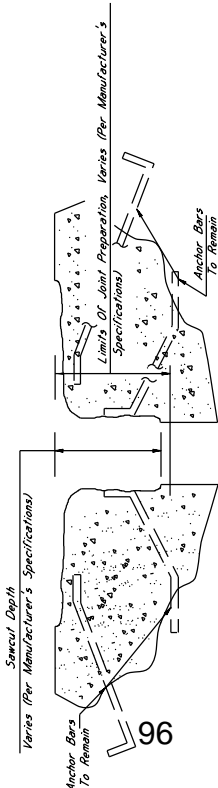


ELEVATION AT END OF SPAN



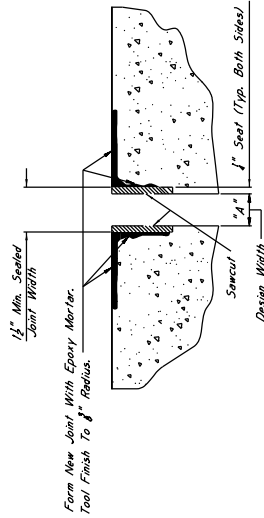
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent

NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

Description:

Shall include the removal of material associated with armor, sliding plates, and neoprene expansion joints, as well as any other material that is attached to the joint. Work Unless Otherwise Directed By The Engineer.

Basis Of Payment:

Removal of armor and sliding plate joint material will be paid for in linear feet for the length of the bridge deck on each side of the centerline joint, while removal of neoprene joint material will only be paid for as the length along the centerline of the joint.

808-4001 JOINT PREPARATION

Description:

Shall include the work necessary to repair joints in preparation for the placement of new expansion material. This shall also include the removal of any material that is attached to the joint. Existing silicone sealant, compression and AC sealed joint materials will not be paid for directly and shall be considered as absorbed under this item of work. All other requirements shall be in accordance with the specifications and any other sections specified therein.

Basis Of Payment:

The accepted quantities will be paid for in linear feet at each side of the centerline joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications. The saw cut type shall be the same as the preformed joint seal selected.

Basis Of Payment:

The accepted quantities will be paid for in linear feet at each side of the centerline joint.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

907-823-4002 PREFORMED JOINT SEAL, TYPE II

Basis Of Payment:

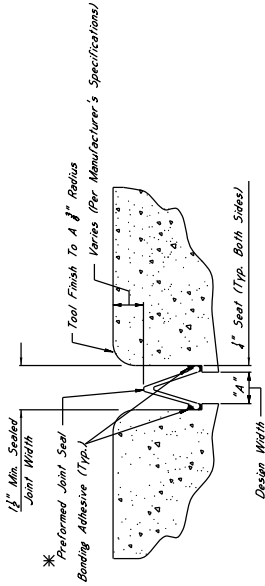
The accepted quantities will be paid for in linear feet along the length of the centerline joint.

EPoxy MORTAR AND POLYMER CONCRETE NOTES:

1. Epoxy Mortar Or Polymer Concrete May Be Used Guidelines Specified In Section 808 Or The Specifications.

GENERAL NOTES:

1. Specifications, Mississippi Standard Specifications For Road And Bridge Construction, Shall Apply Unless Otherwise Stated. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Major Changes To Detail Or Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Safety Or Functionality Of The Structure. Work For Which No Part Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.



TYPICAL SECTION AT SAWCUT & SEALED JOINT

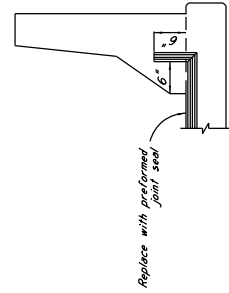
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

***NOTES:**

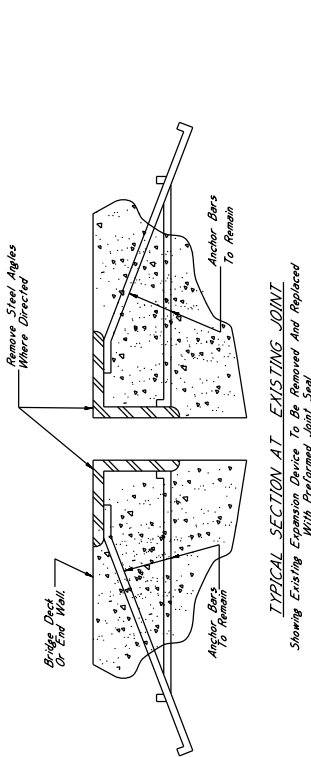
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silicone Joint Sealing System Manufactured By R.J. Watson, Inc. In Athens, NY www.rjwatson.com
 - B. Welo SPS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
 - C. Silgaec SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

For Estimating Purposes, The R.J. Watson Silicone Joint Sealing System Was Selected However, Joint Seal Manufacturer Shall Be Chosen At The Contractor's Discretion. The Contractor Shall Provide The Manufacturer's Installation Instructions For Joint Preparation, Installation Depths And Widths, Adhesive Setting Times, And Any Other Information Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Seal Required On Both Sides Of The Joint For A Preformed Joint Seal Type Seal. Seal For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Being 2". In Cases Where Design Widths Are Greater Than 2", Another Type Of Seal Shall Be Selected. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

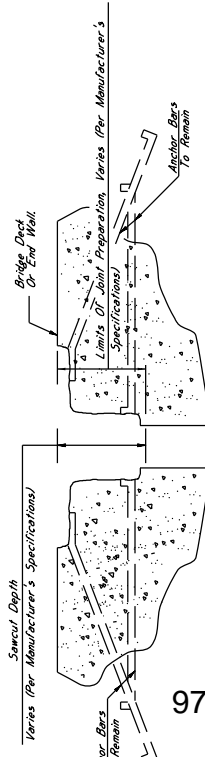


ELEVATION AT END OF SPAN



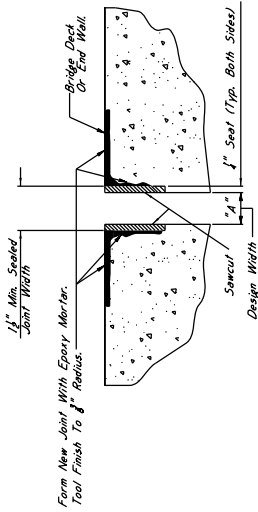
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent

NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

Description:

Shall include the removal of material associated with damaged joints, including the removal of expansion joints, as well as the removal of sealant, epoxy mortar, and other joint types shall not be included under this item of work unless otherwise directed by the Engineer.

Basis Of Payment:

Removal of armor and sludge, block joint material, will be paid for in linear feet of the contract unit price along the length of the bridge deck on each side of the centerline joint, while removal of neoprene joint material will only be paid for as the length along the centerline of the joint.

808-A001 JOINT PREPARATION

Description:

Shall include the work necessary to repair joints in concrete, steel, or masonry. Epoxy mortar shall be used as directed in the detail drawings provided. Epoxy mortar shall also be included under this item of work. Removal of existing silicone sealant, compression and AC sealed joint materials will not be paid for directly, and other joint materials shall be included under this item of work. All work shall be in accordance with the applicable provisions of Section 808 of the specifications and any other sections specified therein.

Basis Of Payment:

The accepted quantities will be paid for in linear feet of the contract unit price along the length of the bridge deck on each side of the centerline joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications. The saw cut type shall be the same as the performed joint seal selected.

Basis Of Payment:

The accepted quantities will be paid for in linear feet of the contract unit price along the length of the bridge deck on each side of the centerline joint.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Description:

The accepted quantities will be paid for in linear feet of the contract unit price along the length of the centerline joint.

907-823-4002 PREFORMED JOINT SEAL, TYPE II

Description:

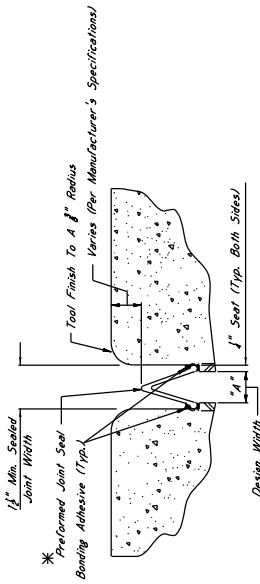
The accepted quantities will be paid for in linear feet of the contract unit price along the length of the centerline joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Either epoxy mortar or polymer concrete may be used. Guidelines for selection of materials can be found in Section 808 of the specifications.

GENERAL NOTES:

1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Engineer. The Contractor Shall Be Responsible For Minor Changes To Detail Of Design Or Construction Procedure. Any Changes Authorized By The Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
3. Work For Which No Pay Item Is Provided In The Proposal Will Be Paid For At The Discretion Of The Engineer. The Contractor Will Absorb The Cost Of Work.



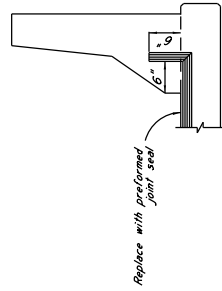
TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

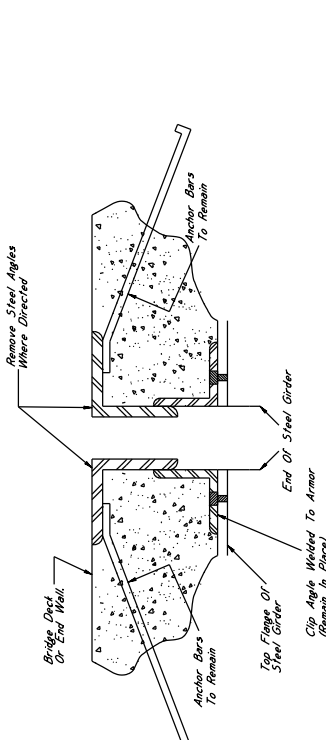
***NOTES:**

1. The preformed joint seal shall be one of the following, installed according to the manufacturer's specifications.
 - A. Silcoflex Joint Sealing System, www.jointseal.com
 - B. Wicks SFS Joint Sealing System, www.wicks.com
 - C. Siggac SSS Silicone Strip Seal, Manufactured By SSI Commercial & Highway Construction Materials, www.ssi.com

2. For Estimating Purposes, The RJ Watson Silicone Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Provide The Manufacturer's Installation Details And Any Other Variations Between The Specifications Provided By The Manufacturer. The Contractor Shall Be Responsible For Obtaining The Necessary Permits And Approvals For The Installation Of The Joint Seal.
3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Seal Required On Both Sides Of The Joint. The Preformed Joint Seal Type Shall Be Selected On The Basis Of The Design Widths. The Contractor Shall Be Responsible For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Being 2 1/2". In Cases Where Design Widths Are Greater Than 2 1/2", Another Type Seal Shall Be Selected. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

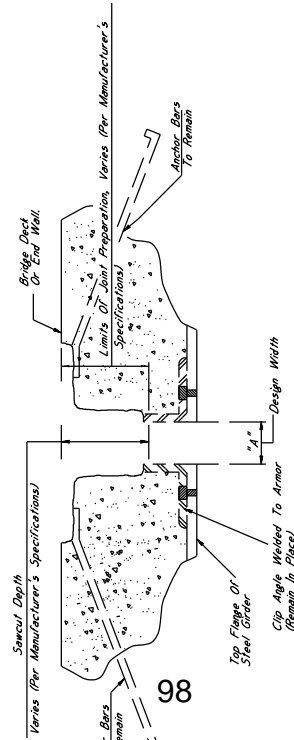


ELEVATION AT END OF SPAN



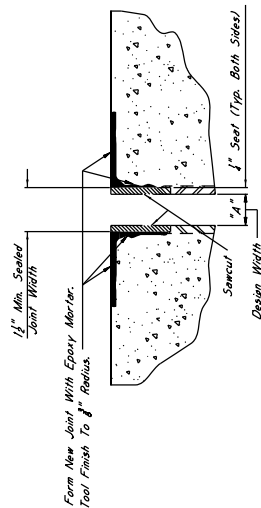
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent

NOTES ON ASSOCIATED ITEMS OF WORK:

202-BE98 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall include the Removal Of Material Associated With Arms, Sliding Bars, And Wedge Expansion Joints, As Designated In The Detail Drawings Provided. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer.

Basis Of Payment: Removal Of Armor And Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint, While Removal Of Wedge Joint Material Will Be Paid For As The Length Along The Centerline Of The Joint.

808-A001 JOINT PREPARATION

Description: Shall include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Material, Including Compression And Sliding Plates, Will Not Be Paid For Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Herein.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Performer Joint Seal Selected.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-A001 PREFORMED JOINT SEAL, TYPE I

Description: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

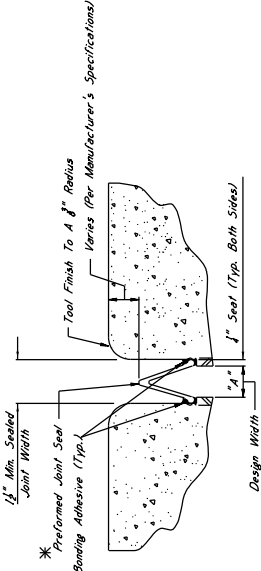
907-823-A002 PREFORMED JOINT SEAL, TYPE II

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPXY MORTAR AND POLYMER CONCRETE NOTES:
 Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 Of The Specifications.

GENERAL NOTES:

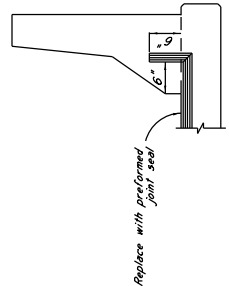
1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Engineer. The Contractor Shall Be Responsible For All Minor Changes To Detail Of Design Or Construction Procedure. Major Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Licenses. All Work Shall Be Done In Accordance With The Specifications And Any Other Sections Specified Herein.
3. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Licenses. All Work Shall Be Done In Accordance With The Specifications And Any Other Sections Specified Herein.



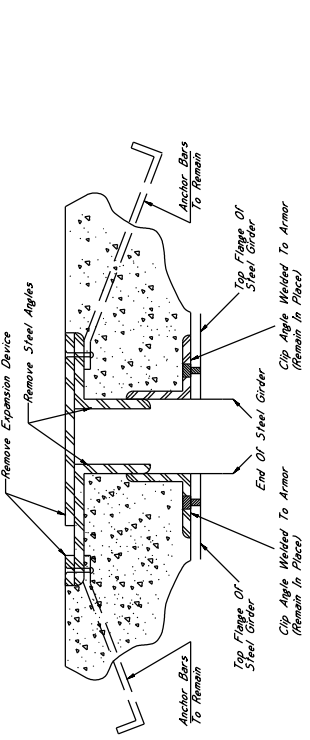
TYPICAL SECTION AT SAWCUT & SEALED JOINT
 Showing Repair With Epoxy Mortar

*** NOTES:**

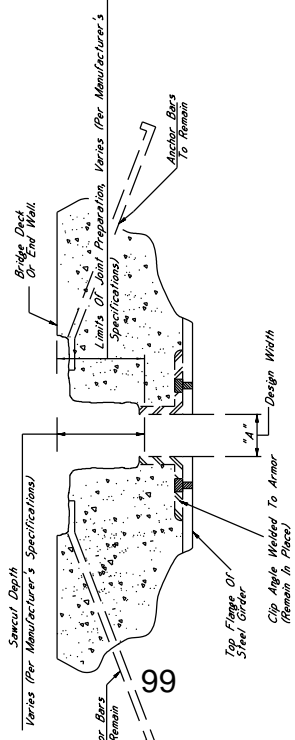
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. SilcaFlex Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
 - B. Welo SPS Joint System Manufactured By Welson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
 - C. Silgaec SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
2. For Estimating Purposes, The R.J. Watson Silcaflex Joint Sealing System Was Selected. However, The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Licenses. All Work Shall Be Done In Accordance With The Specifications And Any Other Sections Specified Herein. The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Licenses. All Work Shall Be Done In Accordance With The Specifications And Any Other Sections Specified Herein.
3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Sealant Thickness Or The Width Of The Sealant. The Sealant Shall Be Applied To The Joint Opening On Both Sides. The Sealant Shall Be Applied To The Joint Opening On Both Sides. The Sealant Shall Be Applied To The Joint Opening On Both Sides. The Sealant Shall Be Applied To The Joint Opening On Both Sides.



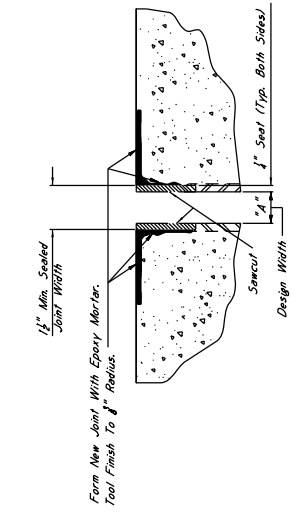
ELEVATION AT END OF SPAN
 Replace with preformed joint seal



TYPICAL SECTION AT EXISTING JOINT
 Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL
 Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR
 Showing New Joint With Epoxy Mortar. Form New Joint With Epoxy Mortar. Tool Finish To 1/4\"/>

NOTES ON ASSOCIATED ITEMS OF WORK:

202-8238 REMOVAL OF EXISTING JOINT MATERIAL
 Description: Shall include the removal of material associated with armor, stitching ribs, and neoprene expansion joints as designated in shop drawings. Work shall be done in accordance with the specifications of the contract documents unless otherwise directed by the Engineer.

Basis Of Payment: Removal of armor and stitching ribs, joint material will be paid for in linear feet along the length of the bridge deck on each side of the centerline joint, while removal of neoprene joint material will only be paid for as the length along the centerline of the joint.

808-4001 JOINT PREPARATION

Description: Shall include the work necessary to repair joints in preparation for the application of new neoprene material, as designated in the detail drawings. Epoxy mortar shall also be included under this item of work. Removal of existing neoprene, stitching, compression, and all sealant joints shall be included under this item of work. All other requirements shall be in accordance with the applicable provisions of Section 808 of the specifications and any other sections specified therein.

Basis Of Payment: The accepted quantities will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the centerline joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description: The saw cut depth shall be equivalent to the installation depth of the neoprene joint. The contractor shall select the type shall be the same as the performer joint seal selected.

Basis Of Payment: The accepted quantities will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the centerline joint.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Description: The contractor shall select the type shall be the same as the performer joint seal selected.

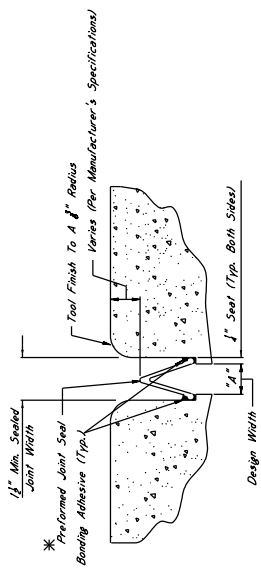
Basis Of Payment: The accepted quantities will be paid for in linear feet at the contract unit price along the length of the centerline joint.

EPoxy MORTAR AND POLYMER CONCRETE NOTES:

Either epoxy mortar or polymer concrete may be used. Guidelines for selection of materials can be found in Section 808 of the specifications.

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No change of materials shall be permitted except by written approval of the Director of Structures, State Bridge Engineer. Minor changes to detail of design or construction procedure may be authorized by the bridge engineer provided such changes will not be cause for contract price adjustment. Proposal will not be paid for directly and shall therefore be considered an absorbed item of work.

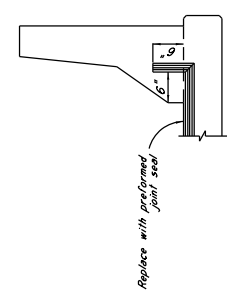


TYPICAL SECTION AT SAWCUT & SEALED JOINT
 Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

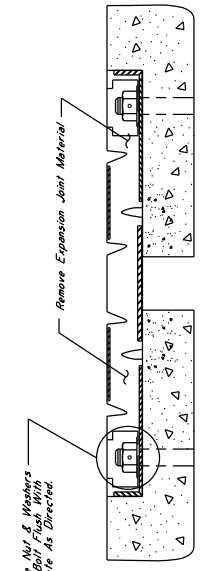
*** NOTES:**
 1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 A. Silcoflex Joint Sealing System
 www.cjwatson.com
 B. Welo SPS Joint System
 Manufactured By Watson Bowman Acme Corporation In Amherst, NY
 www.wbscorp.com
 C. Silpoc 555 Silicone Strip Seal
 Manufactured By SSI Commercial & Highway Construction Materials
 www.ssi.com

2. For Estimating Purposes, The RJ Watson Silcoflex Joint Sealing System Was Used For Design Purposes. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Methods, Adhesive Setting Times, And Cure Times. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As: Seal Width On Both Sides Of The Joint. The Preformed Joint Seal Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal, Type II, Shall Be Used For Design Widths Greater Than 2". Greater Than Maximum Design Width For Epoxy Mortar Or Polymer Concrete Shall Be 2' Greater. The Maximum Design Width Of Expansion Material Shall Be As Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

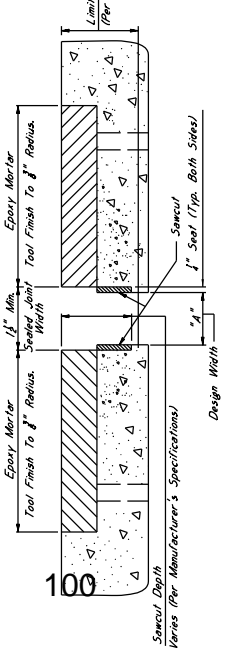


ELEVATION AT END OF SPAN
 Replace with preformed joint seal



TYPICAL SECTION AT EXISTING JOINT
 Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal

Remove All & Washes
 Grind Ball Flat With
 Concrete As Directed.



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL
 Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials

Remove Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal

100

NOTES ON ASSOCIATED ITEMS OF WORK:
800-4001 JOINT PREPARATION

Description:

Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Mortar From The Joint, Cleaning, And Sealing Joint With Epoxy Mortar. Epoxy Mortar Shall Be Applied As Absorbed Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 OF The Specifications And Any Other Sections Specified Therein.

Basis Of Payment:

The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

The Saw Cut Depth Shall Be Equivalent To The Installation Depth Of The Joint Seal. The Sawcut Seal Type Shall Be The Same As The Performer Joint Seal Selected.

Basis Of Payment:

The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck. The Contractor Shall Be Responsible To Ensure That The Proper Depth Is Selected Based On The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I
 907-823-4002 PREFORMED JOINT SEAL, TYPE II

Basis Of Payment:

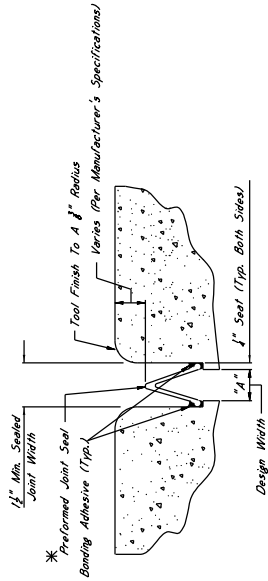
The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 OF The Specifications.

GENERAL NOTES:

1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer, Massachusetts Department Of Transportation. Any Change May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

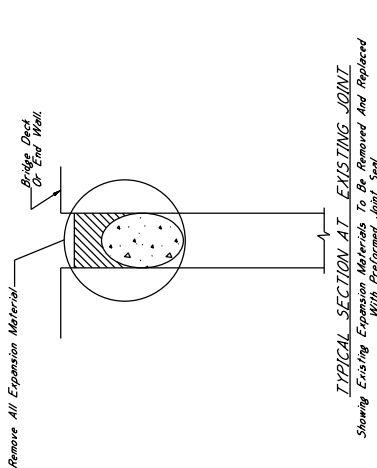
***NOTES:**

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:

- A. Silcoflex Joint Sealing System
 Manufactured By R.J. Watson, Inc. In Alden, NY
www.rjwatson.com
- B. Wipac JPS Joint System
 Manufactured By Wipac Bowman Acme Corporation In Amherst, NY
www.wipac.com
- C. Silosec 555 Silicone Strip Seal
 Manufactured By SSI Commercial & Highway Construction Materials
www.ssi.com

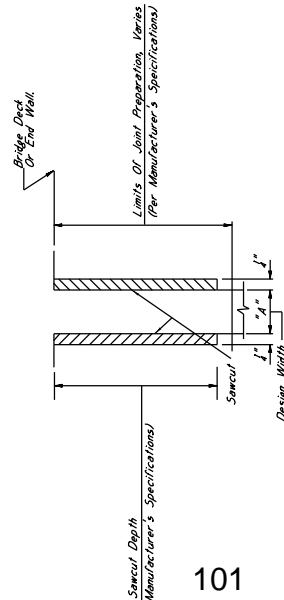
For Estimating Purposes, The R.J. Watson Silcoflex Joint Sealing System Was Assumed. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depth, And Widths, Adhesive Setting Times, And Material Properties. The Contractor Shall Be Responsible To Ensure That The Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins And That The Contractor Is Properly Schooled In Installation Of The Joint Material.

2. Joints Shall Be Sealed At Their Design Widths. Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening, Shall Be Accepted For Seal. The Seal Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal, Type II, Shall Be Used For Design Widths Greater Than Or Equal To 2". With The Maximum Design Width Of Expansion Material Seal Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



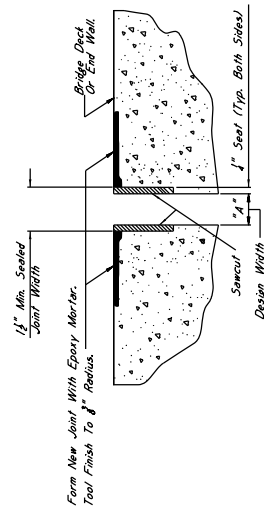
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Materials To Be Removed And Replaced With Preformed Joint Seal



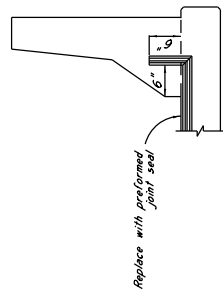
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



ELEVATION AT END OF SPAN

NOTES ON ASSOCIATED ITEMS OF WORK:

808-4001 JOINT PREPARATION

Description:

Show Includes The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material. As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Silicone Sealed, Compression And AC Sealed Joint Material Shall Be Done In Accordance With The Requirements As Stipulated Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 OF THE SPECIFICATIONS AND ANY OTHER SECTIONS Specified Therein.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required Of The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformer Joint Seal Selected. The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. It Is The Contractor's Responsibility To Determine The Joint Depth Is Selected Based On The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

907-823-4002 PREFORMED JOINT SEAL, TYPE II

Basis Of Payment:

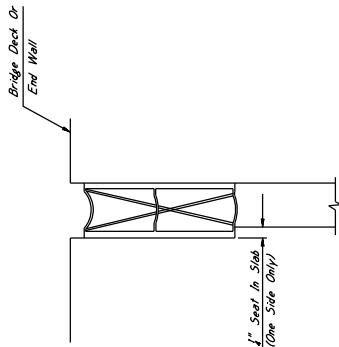
The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

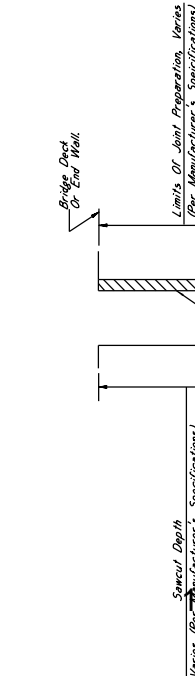
GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Design Engineer. Any Change In Specifications, Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
3. Work For Which No Pay Item Is Provided In The Proposal Will Be Done At The Contractor's Risk And Shall Therefore Be Considered An Absorbed Item of Work.



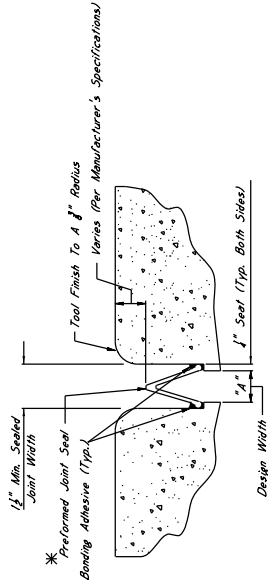
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

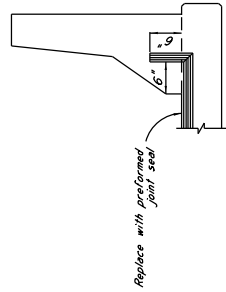
***NOTES:**

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:

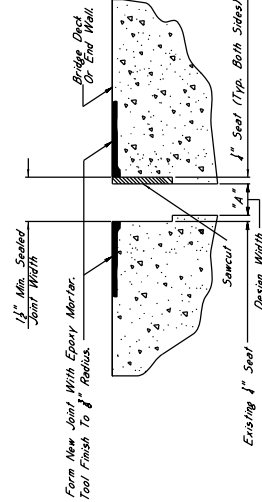
- A. Silfolex Joint Sealing System Manufactured By R.C. Johnson, Inc. In Allen, NY www.rjohnson.com
- B. Wiko SPS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
- C. Silpaxc 555 Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

2. For Estimating Purposes, The R. Watson Silicone Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Determine The Installation Details And Methods, Adhesive Setting Times, And Any Other Variances Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Sealed In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The 1/2" Seal Required On Both Sides Of The Joint. The Preformed Joint Seal, Type I, Shall Be For Design Widths Greater Than Or Equal To 2" And With The Maximum Design Width Being 2 1/2". In Cases Where Design Widths Are Greater Than 2 1/2", Another Type State Bridge Engineer, It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

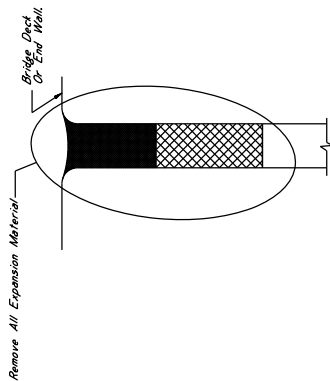


ELEVATION AT END OF SPAN

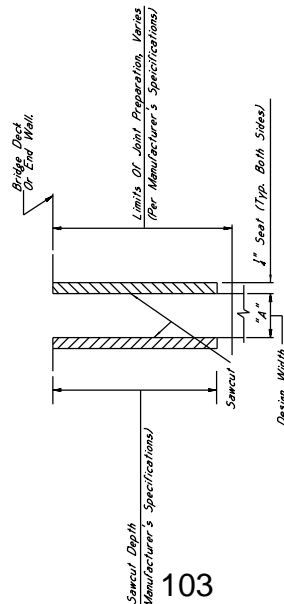


TYPICAL SECTION AT SAWCUT & JOINT REPAIR

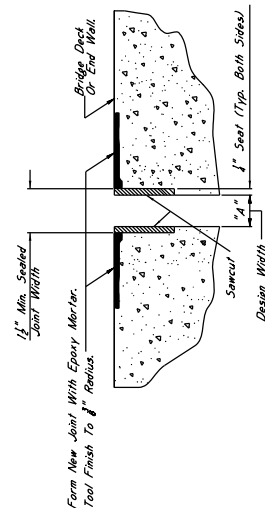
Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



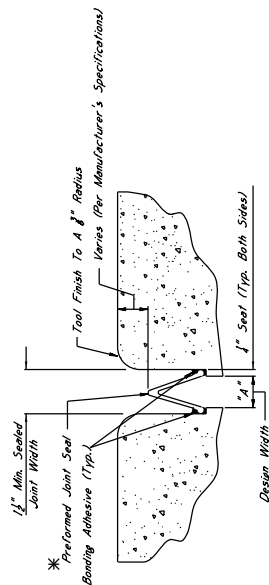
TYPICAL SECTION AT EXISTING JOINT
Showing Existing Expansion Material To Be Removed And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL
Showing Limits Of Joint Preparation For Application Of New Joint Seal Material



TYPICAL SECTION AT SAWCUT & JOINT REPAIR
Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



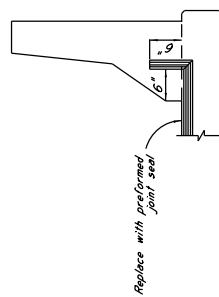
TYPICAL SECTION AT SAWCUT & SEALED JOINT
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

*** NOTES:**
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:

- A. Silcoflex Joint Sealing System
www.jointseal.com
- B. Waka SDS Joint Sealing System
www.waka.com
- C. SSS Silicone Strip Seal
Manufactured By SSI Commercial & Highway Construction Materials
www.sscm.com

2. For Estimating Purposes, The RJ Watson Silcoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. Any Other Variance Between The Specifications Provided By The Manufacturer, The Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Properly Observed In Installation Of The Joint Seal.

3. Width Shall Be Sealed At Their Design Widths. Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening, This Width Does Not Account For The Seal Required On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Used On Joints With Less Than Equal Preformed Joint Seal Type I. Sealant Used Being 2" In Cases Where Design Widths Are Greater Than 2". Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures, Which Shall Be Selected To Ensure The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



ELEVATION AT END OF SPAN

NOTES ON ASSOCIATED ITEMS OF WORK:
808-4001 JOINT PREPARATION

Description: Seal Includes The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Expansion Material, Compaction Of Subgrade, And Materials Will Not Be Paid For Directly. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Of The Preformed Joint Seal Selected.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck, On Each Side Of The Centerline Joint. The Contractor's Responsibility To Ensure That The Proper Depth Is Selected Based On The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 Of The Specifications.

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Affecting Contract Price Adjustment. Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.

NOTES ON ASSOCIATED ITEMS OF WORK:
907-824-PP097 BRIDGE REPAIR, ENDMALL REPAIR

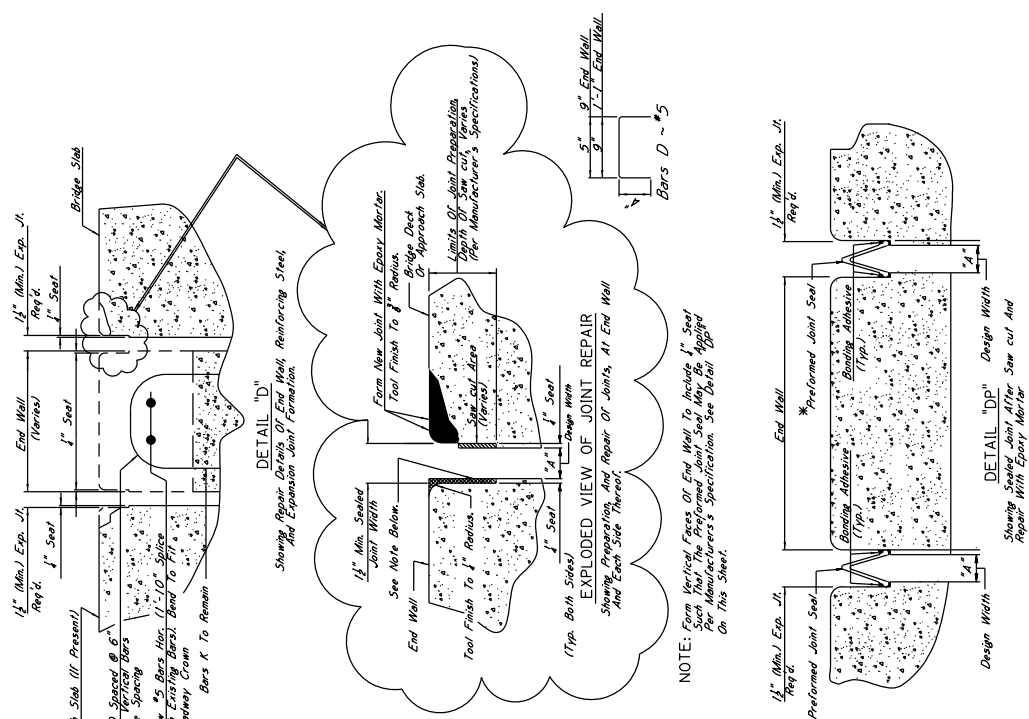
Description: Shall include the Work Necessary To Remove and Replace The Damaged Concrete On The End Wall At The Damaged Section, The Specified Depth Of End Wall Shall Be Removed Along The Entire Width Of The Bridge Deck.
Basis of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Width Of The Bridge Deck.
Damage Caused To Other Elements Of The Structure Or Roadway While Completing This Item Of Work Shall Be Repaired By The Contractor At No Cost To The Department.
Prior to Placing New Concrete, All Concrete Surfaces That Will Be In Contact With The New Concrete Shall Be Filled With An Approved Epoxy Binder Designed To Bond New Concrete To Old.
New Concrete Shall Be High Early-Strength Bridge Concrete, As Follows:

- The concrete mixture design shall be furnished by the Contractor for approval by the Materials Division. Mixture design parameters are as follows:
 Required Strength: 2500 psi in 24 hours
 Total Air Content: 3-6 %
 Maximum Slump: 6 inches
- Non-chloride based accelerator may be used if the ambient temperature is 50°F or less, but shall not be used if the ambient temperature is greater than 50°F. Synthetic structural fibers shall be used. The Contractor shall select a manufacturer from MDOT's approved Products List and the manufacturer's recommendations shall be followed for the dosage rate.
- Curing is to be continuous until 2500 psi is attained. Traffic is to be allowed on the concrete when the Contractor uses the Maturity Method per Section 907-804 to estimate the concrete compressive strength for the purposes of releasing the repair area to traffic. However, final acceptance of the in-place concrete shall be determined using eight concrete test cylinders, which shall be casted in a minimum of two intervals. The two remaining cylinders shall be used to determine the 28-day compressive strength of the concrete.

The Removal Of Existing Expansive Material May Require Any Number Of Lines Listed Below Once The Expansion Device Is Identified. Refer To The Corresponding Joint Repair Detail Sheet For Additional Details On The Associated Items Of Work.

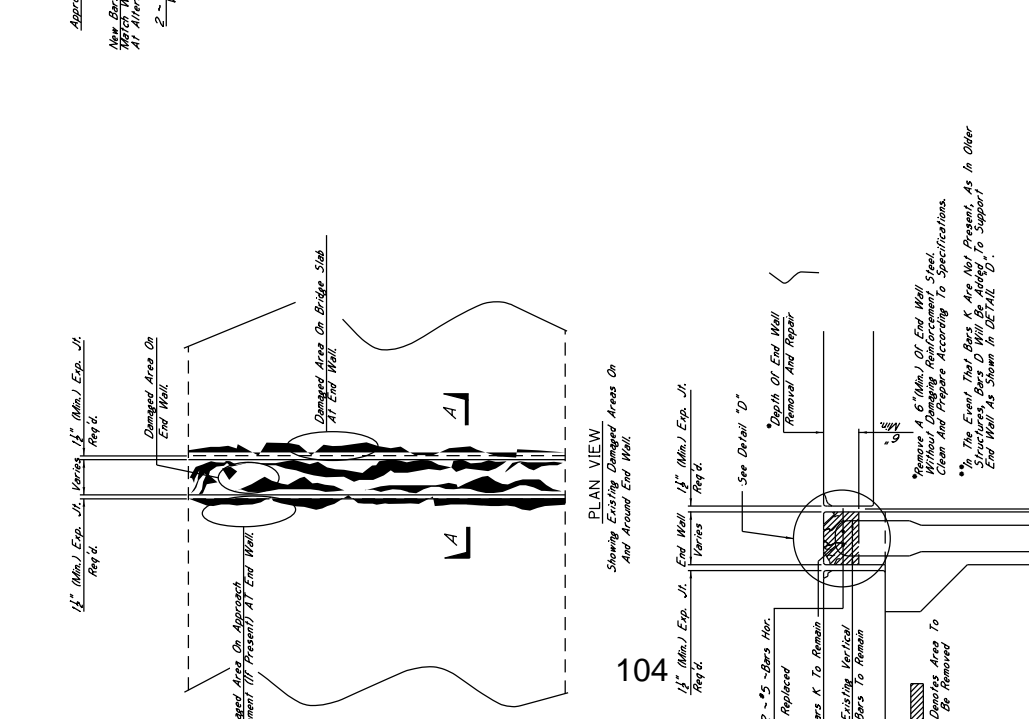
- 209-8298 REMOVAL OF EXISTING JOINT MATERIAL
- 808-4001 JOINT PREPARATION
- 907-823-8001 SAW CUT, TYPE I
- 907-823-8002 SAW CUT, TYPE II
- 907-823-4002 PERFORMED JOINT SEAL, TYPE I

GENERAL NOTES:
 1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 200A.
 2. No Change Of The Work Will Be Permitted Except As Written. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Basis Of Payment. The Contractor Shall Be Paid For Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered As Absorbed Item of Work.



NOTE: Form Vertical Faces Of End Wall To Include 1/2" Seal Such That The Performed Joint Seal May Be Applied Per Manufacturer's Specification. See Detail Above On This Sheet.

1. The Performed Joint Seal Shall Be One Of The Following Installed According To The Specifications:
 A. Sealant And Epoxy Sealant
 B. Sealant And Epoxy Sealant
 C. Sealant And Epoxy Sealant
 D. Sealant And Epoxy Sealant
 E. Sealant And Epoxy Sealant
 F. Sealant And Epoxy Sealant
 G. Sealant And Epoxy Sealant
 H. Sealant And Epoxy Sealant
 I. Sealant And Epoxy Sealant
 J. Sealant And Epoxy Sealant
 K. Sealant And Epoxy Sealant
 L. Sealant And Epoxy Sealant
 M. Sealant And Epoxy Sealant
 N. Sealant And Epoxy Sealant
 O. Sealant And Epoxy Sealant
 P. Sealant And Epoxy Sealant
 Q. Sealant And Epoxy Sealant
 R. Sealant And Epoxy Sealant
 S. Sealant And Epoxy Sealant
 T. Sealant And Epoxy Sealant
 U. Sealant And Epoxy Sealant
 V. Sealant And Epoxy Sealant
 W. Sealant And Epoxy Sealant
 X. Sealant And Epoxy Sealant
 Y. Sealant And Epoxy Sealant
 Z. Sealant And Epoxy Sealant



PLAN VIEW NOTES:
 1. The Performed Joint Seal Shall Be One Of The Following Installed According To The Specifications:
 A. Sealant And Epoxy Sealant
 B. Sealant And Epoxy Sealant
 C. Sealant And Epoxy Sealant
 D. Sealant And Epoxy Sealant
 E. Sealant And Epoxy Sealant
 F. Sealant And Epoxy Sealant
 G. Sealant And Epoxy Sealant
 H. Sealant And Epoxy Sealant
 I. Sealant And Epoxy Sealant
 J. Sealant And Epoxy Sealant
 K. Sealant And Epoxy Sealant
 L. Sealant And Epoxy Sealant
 M. Sealant And Epoxy Sealant
 N. Sealant And Epoxy Sealant
 O. Sealant And Epoxy Sealant
 P. Sealant And Epoxy Sealant
 Q. Sealant And Epoxy Sealant
 R. Sealant And Epoxy Sealant
 S. Sealant And Epoxy Sealant
 T. Sealant And Epoxy Sealant
 U. Sealant And Epoxy Sealant
 V. Sealant And Epoxy Sealant
 W. Sealant And Epoxy Sealant
 X. Sealant And Epoxy Sealant
 Y. Sealant And Epoxy Sealant
 Z. Sealant And Epoxy Sealant

ELEVATION SECTION A-A NOTES:
 1. The Performed Joint Seal Shall Be One Of The Following Installed According To The Specifications:
 A. Sealant And Epoxy Sealant
 B. Sealant And Epoxy Sealant
 C. Sealant And Epoxy Sealant
 D. Sealant And Epoxy Sealant
 E. Sealant And Epoxy Sealant
 F. Sealant And Epoxy Sealant
 G. Sealant And Epoxy Sealant
 H. Sealant And Epoxy Sealant
 I. Sealant And Epoxy Sealant
 J. Sealant And Epoxy Sealant
 K. Sealant And Epoxy Sealant
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 Q. Sealant And Epoxy Sealant
 R. Sealant And Epoxy Sealant
 S. Sealant And Epoxy Sealant
 T. Sealant And Epoxy Sealant
 U. Sealant And Epoxy Sealant
 V. Sealant And Epoxy Sealant
 W. Sealant And Epoxy Sealant
 X. Sealant And Epoxy Sealant
 Y. Sealant And Epoxy Sealant
 Z. Sealant And Epoxy Sealant

SPECIAL PROVISION NO. 906-8

Training Special Provision

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Responsibility

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

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

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

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

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

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

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

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

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President Address

Secretary Address

Treasurer Address

The following is my (our) itemized proposal.

Widen, Mill & Overlay I-55 NB and Bridge Widening over I-220 Ramp (Bridge No. 103.1B), known as Federal Aid Project No. NH-0055-02 (248) / 102315302 in Madison County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-B029		58	Square Yard	Removal of Bridge End Pavement
0030	202-B063		410	Square Yard	Removal of Concrete Paved Ditch
0040	202-B083		131	Square Yard	Removal of Concrete Slope Paving
0050	202-B124		3,515	Linear Feet	Removal of Electrical Conductors
0060	202-B136		1,782	Linear Feet	Removal of Guard Rail
0070	202-B163		1	Each	Removal of Inlet Tops
0080	202-B176		1	Each	Removal of Lighting Controllers
0090	202-B185		3	Each	Removal of Overhead Sign Including Panels, Truss, Supports & Footing
0100	202-B188		9,083	Square Yard	Removal of Pavement, All Types and Depths
0110	202-B191		13	Linear Feet	Removal of Pipe, 8" And Above
0120	202-B195		5	Each	Removal of Pull Box
0130	202-B215		2	Each	Removal of Sign Including Post & Footing
0140	202-B226		9,083	Square Yard	Removal of Soil Cement Treated Base, All Depths
0150	203-A001	(E)	6,295	Cubic Yard	Unclassified Excavation, FM, AH
0160	203-EX021	(E)	14,915	Cubic Yard	Borrow Excavation, AH, FME, Class B9-6
0170	203-G001	(E)	36,206	Cubic Yard	Excess Excavation, FM, AH
0180	203-I002		805	Square Yard	Site Grading
0190	206-A001	(S)	71	Cubic Yard	Structure Excavation
0200	209-A005		23,000	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0210	213-C001		5	Ton	Superphosphate
0220	216-A001		907	Square Yard	Solid Sodding
0230	219-A001		968	Thousand Gallon	Watering (\$20.00)
0240	220-A001		5	Acre	Insect Pest Control (\$30.00)
0250	221-A001	(S)	293	Cubic Yard	Concrete Paved Ditch
0260	223-A001		216	Acre	Mowing (\$50.00)
0270	225-A001		10	Acre	Grassing
0280	225-B001		5	Ton	Agricultural Limestone
0290	225-C001		20	Ton	Mulch, Vegetative Mulch
0300	226-A001		10	Acre	Temporary Grassing
0310	234-A001		14,500	Linear Feet	Temporary Silt Fence
0320	234-D001		1	Each	Inlet Siltation Guard
0330	237-A002		427	Linear Feet	Wattles, 20"
0340	246-B001		250	Each	Rockbags

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0350	249-A001		100	Ton	Riprap for Erosion Control
0360	402-A002	(BA1)	2,869	Ton	Open Graded Friction Course, 9.5-mm Mixture
0370	402-B001	(A3)	4,742	Gallon	Bituminous Tack Coat
0380	403-A001	(BA1)	1,643	Ton	12.5-mm, HT, Asphalt Pavement
0390	403-A003	(BA1)	1,988	Ton	12.5-mm, ST, Asphalt Pavement
0400	403-A004	(BA1)	2,301	Ton	19-mm, HT, Asphalt Pavement
0410	403-A006	(BA1)	5,085	Ton	19-mm, ST, Asphalt Pavement
0420	403-A015	(BA1)	1,323	Ton	9.5-mm, ST, Asphalt Pavement
0430	403-B010	(BA1)	375	Ton	9.5-mm, HT, Asphalt Pavement, Leveling
0440	403-B012	(BA1)	1,689	Ton	9.5-mm, ST, Asphalt Pavement, Leveling
0450	405-A001	(BA1)	1,643	Ton	Stone Matrix Asphalt, 12.5 mm Mixture
0460	405-A002	(BA1)	3,827	Ton	Stone Matrix Asphalt, 9.5 mm Mixture
0470	406-D001		89,086	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0480	407-A001	(A2)	8,870	Gallon	Asphalt for Tack Coat
0490	409-A003		256	Square Yard	Geotextile Fabric For Underseal, Type V
0500	413-E001		60	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0510	423-A001		4	Mile	Rumble Strips, Ground In
0520	502-A001	(C)	104	Square Yard	Reinforced Cement Concrete Bridge End Pavement
0530	503-C010		6,665	Linear Feet	Saw Cut, Full Depth
0540	601-A001	(S)	85	Cubic Yard	Class "B" Structural Concrete
0550	601-B001	(S)	4	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0560	602-A001	(S)	8,122	Pounds	Reinforcing Steel
0570	603-CA011	(S)	64	Linear Feet	18" Reinforced Concrete Pipe, Class III
0580	603-CA053	(S)	280	Linear Feet	30" Reinforced Concrete Pipe, Class V, Jacked or Bored
0590	603-CB003	(S)	3	Each	18" Reinforced Concrete End Section
0600	603-CB005	(S)	2	Each	30" Reinforced Concrete End Section
0610	603-CE028	(S)	24	Linear Feet	58" x 36" Concrete Arch Pipe, Class A III
0620	603-CF007	(S)	1	Each	58" x 36" Concrete Arch Pipe End Section
0630	604-B001		250	Pounds	Gratings
0640	605-AA001	(S)	47	Square Yard	Geotextile for Subsurface Drainage, Type III
0650	605-T001	(S)	88	Linear Feet	4" Perforated Pipe for Underdrains
0660	605-U001	(S)	47	Linear Feet	4" Non-perforated Pipe for Underdrains
0670	605-W001	(GY)	3	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM
0680	606-B001		2,194	Linear Feet	Guard Rail, Class A, Type 1
0690	606-C003		6	Each	Guard Rail, Cable Anchor, Type 1
0700	606-D020		2	Each	Guard Rail, Bridge End Section, Type H, Metal Post
0710	606-D023		2	Each	Guard Rail, Bridge End Section, Type I, Metal Post

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0720	606-E007		10	Each	Guard Rail, Terminal End Section, Non-Flared
0730	615-A001	(S)	10	Linear Feet	Concrete Bridge End Barrier, 32"
0740	615-A007	(S)	454	Linear Feet	Concrete Pier Protection Barrier, 54"
0750	618-A001		1	Lump Sum	Maintenance of Traffic
0760	619-A1004		16	Mile	Temporary Traffic Stripe, Continuous White, Paint
0770	619-A2004		12	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint
0780	619-A3003		12	Mile	Temporary Traffic Stripe, Skip White, Paint
0790	619-A5002		8,500	Linear Feet	Temporary Traffic Stripe, Detail, Paint
0800	619-C6001		409	Each	Red-Clear Reflective High Performance Raised Marker
0810	619-D1001		110	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0820	619-D2001		992	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0830	619-D3001		3	Each	Remove and Reset Signs, All Sizes
0840	619-E1001		1	Each	Flashing Arrow Panel, Type C
0850	619-F1001		10,520	Linear Feet	Concrete Median Barrier, Precast
0860	619-F1004		725	Linear Feet	Portable Median Barrier, 60 MPH
0870	619-F2001		3,446	Linear Feet	Remove and Reset Concrete Median Barrier, Precast
0880	619-G4005		20	Linear Feet	Barricades, Type III, Single Faced
0890	619-G5001		74	Each	Free Standing Plastic Drums
0900	619-G7001		4	Each	Warning Lights, Type "B"
0910	619-J1004		4	Each	Impact Attenuator, 60 MPH
0920	619-J2004		4	Each	Impact Attenuator, 60 MPH, Replacement Package
0930	620-A001		1	Lump Sum	Mobilization
0940	626-A001		5	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0950	626-C002		3	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0960	626-F001		3	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0970	626-G004		7,887	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0980	627-K001		1,093	Each	Red-Clear Reflective High Performance Raised Markers
0990	630-A001		12	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1000	630-A003		32	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1010	630-B003		1,202	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted
1020	630-C003		70	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
1030	630-E004		39	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1040	630-F006		21	Each	Delineators, Guard Rail, White
1050	630-F007		66	Each	Delineators, Guard Rail, Yellow
1060	630-G004		3	Each	Type 3 Object Markers, OM-3R or OM-3L
1070	630-I015		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed

Line no.	Item Code	Adj Code	Quantity	Units	Description Fixed Unit Price
1080	630-I020		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 3, Contractor Designed
1090	630-I022		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 4, Contractor Designed
1100	630-K003		31	Linear Feet	Welded & Seamless Steel Pipe Posts, 4"
1110	682-A005		945	Linear Feet	Underground Branch Circuit, AWG 1/0, 3 Conductor
1120	682-A018		1,040	Linear Feet	Underground Branch Circuit, AWG 2, 3 Conductor
1130	682-A028		1,095	Linear Feet	Underground Branch Circuit, AWG 4, 3 Conductor
1140	682-A034		180	Linear Feet	Underground Branch Circuit, AWG 6, 3 Conductor
1150	682-B016		535	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 2, 3 Conductor
1160	682-B025		150	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor
1170	682-B032		85	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor
1180	682-D003		13	Each	Underground Pull Box
1190	682-F001		1	Each	Secondary Power Controller
1200	699-A001		1	Lump Sum	Roadway Construction Stakes
1210	815-A002	(S)	7	Ton	Loose Riprap, Size 100
1220	815-F002	(S)	100	Ton	Sediment Control Stone
1230	907-250-A001		400	Pounds	Polyacrylamide (PAM)
1240	907-619-E3001		2	Each	Changeable Message Sign
1250	907-626-U003		4	Mile	6" Thermoplastic Traffic Stripe, Skip White, 40-mil min.
1260	907-626-V003		5	Mile	6" Thermoplastic Traffic Stripe, Continuous White, 40-mil min.
1270	907-626-X003		4	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow, 40-mil min.
1280	907-626-Y002		1,750	Linear Feet	Thermoplastic Detail Traffic Stripe, White, 6" Equivalent Length, 40-mil. min.
1290	907-630-O004		21	Each	Remove and Reset Sign, All Sizes
1300	907-906001		520	Hours	Trainees (\$5.00)
ALTERNATE GROUP AA NUMBER 1					
1310	304-F001	(GT)	2,970	Ton	3/4" and Down Crushed Stone Base
ALTERNATE GROUP AA NUMBER 2					
1320	304-F002	(GT)	2,970	Ton	Size 610 Crushed Stone Base
ALTERNATE GROUP AA NUMBER 3					
1330	304-F003	(GT)	2,970	Ton	Size 825B Crushed Stone Base
Bridge Items					
1340	202-B169		194	Linear Feet	Removal of Joint Material
1350	802-C001	(S)	1,160	Square Feet	Temporary Steel Sheet Piling
1360	803-K003	(S)	144	Linear Feet	Drilled Shaft, 30" Diameter
1370	803-K006	(S)	185	Linear Feet	Drilled Shaft, 48" Diameter
1380	803-M005	(S)	55	Linear Feet	Trial Shaft, 48" Diameter
1390	803-N001	(S)	100	Linear Feet	Exploration

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1400	804-A001	(S)	91	Cubic Yard	Bridge Concrete, Class AA
1410	804-A004	(S)	176	Cubic Yard	Bridge Concrete, Class BD
1420	805-A001	(S)	77,850	Pounds	Reinforcement
1430	808-A001	(S)	194	Linear Feet	Joint Preparation
1440	810-A006	(S)	321,597	Pounds	Structural Steel, A 709, Grade 50
1450	813-A002	(S)	391	Linear Feet	Concrete Railing, 32"
1460	815-D001	(S)	145	Cubic Yard	Concrete Slope Paving
1470	907-823-A002		97	Linear Feet	Preformed Joint Seal, Type II
1480	907-823-B002		194	Linear Feet	Saw Cut, Type II

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

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

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

For Informational Purposes Only

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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



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

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

(COMPANY)

DATE: _____

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

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

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

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

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

on Project No. **NH-0055-02(248)/ 102315302000**

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

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

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

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

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

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

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

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

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

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

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

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

All of the foregoing is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

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

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

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

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

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

For Informational Purposes Only

SECTION 902

CONTRACT FOR NH-0055-02(248)/ 102315302000

LOCATED IN THE COUNTY(IES) OF Madison

STATE OF MISSISSIPPI,
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ___ day of _____, _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

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

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: NH-0055-02(248)/ 102315302000

LOCATED IN THE COUNTY(IES) OF: Madison

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____

(Contractor)

Principal, a _____

residing at _____ in the State of _____

and _____

(Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date

shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of

_____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in

the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the

offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____

in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address _____

Title _____	_____
(Contractor's Seal)	(Printed) MS Agent

	(Signature) MS Agent
	Address _____

	(Surety Seal)

	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Mississippi, Jackson, Mississippi**

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Widen, Mill & Overlay I-55 NB and Bridge Widening over I-220 Ramp (Bridge No. 103.1B), known as Federal Aid Project No. NH-0055-02(248) / 102315302 in Madison County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20__

(Witness)

(Principal) (Seal)

By: _____
(Name) (Title)

(Witness)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date: **July 24, 2018**

Project No: **NH-0055-02(248)/ 102315302000**

County: **Madison**

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

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm