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SM No. CNHPP9999060181

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

11

Bridge Preservation on I-55 from Batesville to Hernando, known as Federal Aid Project Nos. NHPP-9999-06(018) / 106720302, 106720303, & 106720304 in Desoto, Panola, & Tate Counties.

Project Completion: 126 Working Days

**(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](http://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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12/19/2018 10:06 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., Wednesday, January 23, 2019, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Bridge Preservation on I-55 from Batesville to Hernando, known as Federal Aid Project Nos. NHPP-9999-06(018) / 106720302, 106720303, & 106720304 in Desoto, Panola, & Tate Counties.

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](mailto: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](http://shopmdot/default.aspx?StoreIndex=1).

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 03/01/2017**

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

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

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

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

**STATUS OF RIGHT-OF-WAY**

NHPP-9999-06(018)

106720-302000, 303000, & 304000

Desoto, Panola, & Tate Counties

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  
NHPP-9999-06(018)  
106720-302000  
Desoto County  
August 10, 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

NHPP-9999-06(018)

106720-302000

Desoto County

August 10, 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: ROW DIVISION  
Trudi Loflin

DATE: July 20, 2018

FROM: Tony Sheffield *CAS*  
District 2 Construction Engineer

SUBJECT OR PROJECT NO: NHPP-9999-06(018)  
106720/302000

INFORMATION COPY TO:  
File  
Wooley (73-01)  
Russell (84-01)

COUNTY: Desoto

1. STATUS OF RIGHT OF WAY: All work will be done within existing right of way.
2. RIGHT OF WAY CLEARANCE: There are no encroachments.
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES, None Affected.
4. STATUS OF REQUIRED UTILITY LOCATIONS: No utility conflicts.
5. STATUS OF CONSTRUCTION AGREEMENT: None required.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor  
FMS Construction Project No: 106720-302000  
External ROW No: NHPP-9999-06(018)

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

**NA**

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
NHPP-9999-06(018)  
106720-303000  
Panola County  
August 10, 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

NHPP-9999-06(018)

106720-303000

Panola County

August 10, 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:** ROW DIVISION  
Trudi Loflin

**DATE:** July 20, 2018

**FROM:** Tony Sheffield *CAS*  
District 2 Construction Engineer

**SUBJECT OR PROJECT NO:** NHPP-9999-06(018)  
106720/303000

**INFORMATION COPY TO:** File  
Wooley (73-01)  
Russell (84-01)

**COUNTY:** Panola

1. STATUS OF RIGHT OF WAY: All work is in existing right of way.
2. RIGHT OF WAY CLEARANCE
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES. None Affected.
4. STATUS OF REQUIRED UTILITY LOCATIONS: No utility conflicts
5. STATUS OF CONSTRUCTION AGREEMENT: None required.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor  
FMS Construction Project No: 106720-303000  
External ROW No: NHPP-9999-06(018)

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

**NA**

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
NHPP-9999-06(018)  
106720-304000  
Tate County  
July 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

NHPP-9999-06(018)

106720-304000

Tate County

July 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: ROW DIVISION  
Trudi Loflin

DATE: July 20, 2018

FROM: Tony Sheffield *CAS*  
District 2 Construction Engineer

SUBJECT OR PROJECT NO: NHPP-9999-06(018)  
106720/304000

INFORMATION COPY TO:  
File  
Wooley (73-01)  
Russell (84-01)

COUNTY: Tate

1. STATUS OF RIGHT OF WAY: All work will be done within existing right of way.
2. RIGHT OF WAY CLEARANCE: There are no encroachments.
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES. None Affected.
4. STATUS OF REQUIRED UTILITY LOCATIONS: No utility conflicts.
5. STATUS OF CONSTRUCTION AGREEMENT: None required.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor  
FMS Construction Project No: 106720-304000  
External ROW No: NHPP-9999-06(018)

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: NHPP-9999-06(018) / 106720302 – Desoto County  
NHPP-9999-06(018) / 106720303 – Panola County  
NHPP-9999-06(018) / 106720304 – Tate 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-107015 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 21<sup>st</sup> 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 3<sup>rd</sup> 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 21<sup>st</sup> 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](http://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 3<sup>rd</sup> 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](http://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 <sup>st</sup> Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 <sup>nd</sup> Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 <sup>rd</sup> 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 7<sup>th</sup> 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](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](http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm)

**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.



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 21**

**CODE: (SP)**

**DATE: 03/01/2017**

**SUBJECT: Intermediate Concrete Diaphragms**

Bidders are advised that the bridge plans for this project indicates that intermediate concrete diaphragms are required between the beams. If the bridge is designed using Load and Resistance Factor Design (LRFD), the intermediate concrete diaphragms may be eliminated at the Contractor's option. If the Contractor desires to make this change, a written request shall be sent to the Project Engineer who will forward it to the Bridge Division for concurrence. If eliminated, any concrete and reinforcement shown on the plans for intermediate diaphragms will not be included in the measurement and payment of concrete and reinforcement.

If the intermediate concrete diaphragms are eliminated, the Contractor shall temporarily brace the beams in accordance with the attached detail sheet.

This bracing shall be addressed in the Contractor's written request to eliminated intermediate diaphragms.



## 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. 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 “AASHTO” to “AASHTO’s LRFD”.
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: (IS)

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. 977

CODE: (IS)

DATE: 07/25/2018

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain a current registration 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, active, and have no active exclusions in the System for Award Management.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1206

CODE: (SP)

DATE: 10/16/2018

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 - non-flared	June 30, 2018
Crash cushions	December 31, 2018
Cable barriers, cable barrier terminals, bridge rails, transitions, all other longitudinal barriers including portable barriers installed permanently, W-beam terminals - flared, 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. 1225**

**CODE: (SP)**

**DATE: 11/13/2018**

**SUBJECT: Early Notice to Proceed**

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1226**

**CODE: (SP)**

**DATE: 11/16/2018**

**SUBJECT: Material Storage Under Bridges**

Bidders are advised that Subsection 106.08 of the Standard Specifications allows the Contractor to store materials and equipment on portions of the right-of-way. However, the Contractor will not be allowed to store or stockpile materials under bridges without written permission from the Project Engineer. The Contractor shall submit a detailed request of all proposed materials to be stored under bridges to the Engineer a minimum of 14 calendar days prior to anticipated storage. This detail shall include, but not limited to, bridge location, material type, material quantity, and duration of storage. The Project Engineer and any other needed Division will review this information and determine whether to grant approval. The Contractor shall not store any material under any bridge without written approval from the Project Engineer.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1227**

**CODE: (SP)**

**DATE: 11/27/2018**

**SUBJECT: Contract Time**

**PROJECT: NHPP-9999-06(018) / 106720302 – Desoto County  
NHPP-9999-06(018) / 106720303 – Panola County  
NHPP-9999-06(018) / 106720304 – Tate 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. It is anticipated that the Notice of Award will be issued no later than February 12, 2019 and the date for Notice to Proceed / Beginning of Contract Time will be April 15, 2019.

Should the Contractor request a Notice to Proceed earlier than April 15, 2019 and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date.

126 Working Days have been allowed for the completion of work on this project.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1228

DATE: 12/18/2018

SUBJECT: Specialty Items

PROJECT: NHPP-9999-06(018)/106720302 & NHPP-9999-06(018)/106720303 & NHPP-9999-06(018)/106720304 - DESOTO & PANOLA & TATE

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

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Line No	Pay Item	Description
0090	213-A001	Agricultural Limestone
0100	219-A001	Watering
0110	220-A001	Insect Pest Control
0120	223-A001	Mowing
0130	225-A001	Grassing
0140	234-A001	Temporary Silt Fence
0150	237-A001	Wattles, 12"
0160	246-A002	Sandbags
0170	249-A001	Riprap for Erosion Control

### CATEGORY: FENCE, GATES

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Line No	Pay Item	Description
0270	607-A002	60" Type "A" Woven Wire Fence, w/ Barbed Wire as Shown
0280	607-B001	120" Type I Chain Link Fence, Class I
0290	607-G027	Gate, 6' x 12' Aluminum

### CATEGORY: GUARDRAIL, GUIDERAIL

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Line No	Pay Item	Description
0220	606-B001	Guard Rail, Class A, Type 1
0230	606-C001	Guard Rail, Cable Anchor Type 1, Metal Post
0240	606-D005	Guard Rail, Bridge End Section, Type A
0250	606-E005	Guard Rail, Terminal End Section, Flared
0260	606-E007	Guard Rail, Terminal End Section, Non-Flared

### CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

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Line No	Pay Item	Description
0520	907-687-A001	Traffic Recorder Classification Permanent System

### CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
0430	626-A002	6" Thermoplastic Double Drop Traffic Stripe, Skip White

CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
0440	626-C001	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0450	626-F002	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0460	627-K001	Red-Clear Reflective High Performance Raised Markers

CATEGORY: TRAFFIC CONTROL - PERMANENT

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Line No	Pay Item	Description
0470	630-G003	Type 3 Object Markers, OM-3L, Post Mounted
0480	630-G007	Type 3 Object Markers, OM-3R, Post Mounted

CATEGORY: TRAFFIC CONTROL - TEMPORARY

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Line No	Pay Item	Description
0310	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0320	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0330	619-E1001	Flashing Arrow Panel, Type C
0340	619-F1001	Concrete Median Barrier, Precast
0350	619-F2001	Remove and Reset Concrete Median Barrier, Precast
0360	619-F3001	Delineators, Guard Rail, White
0370	619-F3002	Delineators, Guard Rail, Yellow
0380	619-G4001	Barricades, Type III, Double Faced
0390	619-G4005	Barricades, Type III, Single Faced
0400	619-G5001	Free Standing Plastic Drums
0410	619-G7001	Warning Lights, Type "B"
0510	907-619-E3001	Changeable Message Sign

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1229**

**CODE: (SP)**

**DATE: 12/14/2018**

**SUBJECT: Cooperation Between Contractors**

**PROJECT: NHPP-9999-06(018) / 106720302 – Desoto County  
NHPP-9999-06(018) / 106720303 – Panola County  
NHPP-9999-06(018) / 106720304 – Tate County**

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

The Bidder is advised that this project adjoins the following adjacent project that is currently under construction:

Replacement of Twin Bridges on I-55 over SR 306 known as Federal Aid Project No. BR-0055-04(104)/107420301 in Tate County

The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor of the adjoining project.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1230**

**CODE: (SP)**

**DATE: 12/14/2018**

**SUBJECT: Work Restrictions**

**PROJECT: NHPP-9999-06(018) / 106720302 – Desoto County  
NHPP-9999-06(018) / 106720303 – Panola County  
NHPP-9999-06(018) / 106720304 – Tate County**

Construction activities, which include lane closures for bridge deck and pavement restoration work, that impact the flow of traffic will not be allowed except during the provided times listed below:

Intersection	Allowable working hours
I-55 & Slocum Rd.	7:00 P.M Friday - 6:00 A.M. Monday

The Contractor shall provide the Project Engineer with a schedule of work outlining road closures, and temporary shoring work that will take place prior to closing Slocum Road. The Contractor will be allowed two (2) weekends to remove and replace the bridge deck for the North Bound Slocum Road Bridge (#10918) and two (2) weekends to remove and replace the deck for the South Bound Slocum Road Bridge (#10918).

The Contractor may close Slocum Rd., Shands Bottom Rd., Compress Rd., Belmont Rd., and River Rd. while bridge shoring is in place. Closures may not exceed 30 days.

The Contractor may close all but one lane of SR 4, SR 310, and SR 315 while bridge shoring is in place. Closures may not exceed 30 days.

**Notification of closures shall be given to the Project Engineer, in writing, at least 14 calendar days prior to any road closures.**

No exceptions to the above requirements will be allowed without written approval by the Engineer. Also, construction activities will be conducted as per section 108.04 of the 2017 Standard Specifications. If any of the work restrictions listed above are violated, the Contractor will be charged a fee of **\$600.00** for each full or partial five minute period for Interstate routes and **\$1,000.00** for each full or partial day on all other routes until the roadway is back in compliance with the work restrictions listed above.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1241**

**CODE: (SP)**

**DATE: 11/27/2018**

**SUBJECT: Fuel and Material Adjustments**

Bidder's attention is brought to the last paragraph of Subsection 109.07 of the Standard Specifications which states that no fuel or material adjustment will be made after the completion of contract time. Any fuels consumed or materials incorporated into the work during the monthly estimate period falling wholly after the expiration of contract time will not be subject a fuel or material adjustment.

General Decision Number: MS180234 01/05/2018 MS234

Superseded General Decision Number: MS20170234

State: Mississippi

Construction Type: Highway

County: De Soto 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUMS2010-053 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.75	0.39
CEMENT MASON/CONCRETE FINISHER....	\$ 12.85	0.39
ELECTRICIAN.....	\$ 23.78	7.38
FENCE ERECTOR (Barbed Wire, Wood, Silt).....	\$ 9.04	0.90
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 16.87	0.00
INSTALLER - GUARDRAIL.....	\$ 12.00	0.00
IRONWORKER, REINFORCING.....	\$ 15.57	0.00

LABORER: Common or General,  
Including Asphalt Raking,  
Shoveling, Spreading;

Concrete Work; Grade Checking; and Mason Tending - Cement/Concrete.....	\$ 11.52	0.00
LABORER: Flagger.....	\$ 9.59	0.00
LABORER: Landscape.....	\$ 9.04	0.90
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Pipelayer.....	\$ 12.93	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.25	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.01	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.83	0.00
OPERATOR: Bulldozer.....	\$ 14.46	0.00
OPERATOR: Crane.....	\$ 19.97	0.00
OPERATOR: Grader/Blade.....	\$ 15.37	0.00
OPERATOR: Loader.....	\$ 13.54	0.00
OPERATOR: Mechanic.....	\$ 21.57	0.00
OPERATOR: Milling Machine.....	\$ 16.20	0.00
OPERATOR: Oiler.....	\$ 9.50	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.78	0.00
OPERATOR: Roller (All Types)....	\$ 14.21	0.00
OPERATOR: Scraper.....	\$ 12.25	0.00
OPERATOR: Tractor.....	\$ 11.72	0.00
PILEDRIVERMAN.....	\$ 12.50	1.23
TRUCK DRIVER: Flatbed Truck.....	\$ 13.50	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.43	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.00	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.49	0.00
TRUCK DRIVER: Dump Truck (All		

Types).....	\$ 13.66	0.00
TRUCK DRIVER: Semi/Trailer		
Truck.....	\$ 15.22	0.00

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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](http://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)).

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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

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most current negotiated rate, which in this example is July 1, 2014.

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#### 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.

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#### 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:

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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:

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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

General Decision Number: MS180212 01/05/2018 MS212

Superseded General Decision Number: MS20170212

State: Mississippi

Construction Type: Highway

County: Panola 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUMS2010-031 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.99	0.00
CARPENTER, Excludes Form Work....	\$ 14.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.09	0.00
ELECTRICIAN.....	\$ 21.80	7.93
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping Truck).....	\$ 15.60	0.00
INSTALLER - GUARDRAIL.....	\$ 11.42	0.00
INSTALLER - SIGN.....	\$ 11.73	0.00
IRONWORKER, REINFORCING.....	\$ 16.29	0.00

LABORER: Common or General,  
Including Asphalt Raking,

Shoveling, Spreading.....	\$ 11.36	0.00
LABORER: Concrete Worker.....	\$ 10.91	0.00
LABORER: Flagger.....	\$ 11.48	0.00
LABORER: Grade Checker.....	\$ 11.32	0.00
LABORER: Landscape.....	\$ 9.77	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.08	0.00
LABORER: Pipelayer.....	\$ 11.34	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.93	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.77	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.77	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Concrete Saw.....	\$ 12.95	0.00
OPERATOR: Crane.....	\$ 21.25	0.00
OPERATOR: Distributor.....	\$ 12.38	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.44	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.94	0.00
OPERATOR: Loader.....	\$ 12.21	0.00
OPERATOR: Mechanic.....	\$ 15.32	0.00
OPERATOR: Milling Machine.....	\$ 18.16	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.51	0.00
OPERATOR: Scraper.....	\$ 12.96	0.00
OPERATOR: Tractor.....	\$ 11.46	0.00

OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.80	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.89	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.71	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29	0.00

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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](http://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)).

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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.

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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.

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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
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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.

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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.

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END OF GENERAL DECISION



General Decision Number: MS180246 01/05/2018 MS246

Superseded General Decision Number: MS20170246

State: Mississippi

Construction Type: Highway

County: Tate 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

SUMS2010-065 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.00	0.24
CEMENT MASON/CONCRETE FINISHER....	\$ 12.85	0.39
ELECTRICIAN.....	\$ 23.78	7.38
FENCE ERECTOR (Barbed Wire, Wood, Silt).....	\$ 9.29	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 18.45	0.00
INSTALLER - GUARDRAIL.....	\$ 12.00	0.00
IRONWORKER, REINFORCING.....	\$ 15.57	0.00

LABORER: Common or General,  
Including Asphalt Raking,  
Shoveling, Spreading;

Concrete Work; Grade Checking; and Mason Tending - Cement/Concrete.....	\$ 10.40	0.00
LABORER: Flagger.....	\$ 9.59	0.00
LABORER: Landscape.....	\$ 9.19	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Pipelayer.....	\$ 12.93	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.25	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.86	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.82	0.00
OPERATOR: Bulldozer.....	\$ 13.35	0.00
OPERATOR: Crane.....	\$ 19.97	0.00
OPERATOR: Grader/Blade.....	\$ 13.39	0.00
OPERATOR: Loader.....	\$ 13.54	0.00
OPERATOR: Mechanic.....	\$ 20.92	0.00
OPERATOR: Milling Machine.....	\$ 16.20	0.00
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.78	0.00
OPERATOR: Roller (All Types)....	\$ 13.07	0.00
OPERATOR: Scraper.....	\$ 12.25	0.00
OPERATOR: Tractor.....	\$ 9.52	0.00
PILEDRIVERMAN.....	\$ 12.50	1.23
TRUCK DRIVER: Flatbed Truck.....	\$ 13.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.43	0.00
TRUCK DRIVER: Mechanic.....	\$ 13.00	0.00
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#### WAGE DETERMINATION APPEALS PROCESS

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

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END OF GENERAL DECISION

**SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 12/17/2018

**SUBJECT:** **Federal Contract Provisions for Subcontracts and Cargo Preference Act**

**Federal 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 the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation Form CAD-521 and Form CAD-725 must be attached to the CAD-720.

**Cargo Preference Act**

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**

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- 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)
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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

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 41 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

(12/04/2018)

## 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. 907-202-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Removal of Bridge Deck

Section 202, Removal of Structures and Obstructions, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to hydrodemolition of bridge decks only.

**907-202.01--Description.** This work shall consist of the removal of bridge deck concrete using hydrodemolition equipment as preparation for bridge deck repairs or overlay. Rotomilling of the existing concrete deck prior to hydrodemolition will not be allowed. All work shall be performed in accordance with the details shown on the plans or as directed by the Engineer.

**907-202.02--Materials and Equipment.** The hydrodemolition equipment shall be a self-propelled machine that utilizes a high pressure water jet stream capable of removing concrete to the depths shown on the plans or as directed by the Engineer and be capable of removing rust and concrete particles from reinforcing steel. Hand-held wands or pneumatic hammers, 30-pound class maximum, may be used to remove unsound concrete in areas that are inaccessible or inconvenient to the self-propelled machine, such as areas under reinforcing steel or around expansion joints. Pneumatic hammers and chipping tools exceeding a 15-pound class shall not be operated at an angle exceeding 45° relative to the surface of the bridge deck. Such tools may be started in the vertical position but must be immediately tilted to a 45° operation angle.

**907-202.03--Construction Requirements.** Prior to the commencement of the removal operation, the hydrodemolition equipment shall be calibrated on an area of sound concrete approximately 2 feet x 5 feet as directed by the Engineer. The cost of the calibration procedure shall be included in the unit price bid for hydrodemolition. The Engineer shall verify the following settings:

1. Water pressure
2. Machine staging control (step)
3. Nozzle size
4. Nozzle speed (travel)

During the calibration, any or all of the above settings may be adjusted in order to achieve removal in accordance with the requirements of the plans. When the designated depth of removal is attained, the settings shall be recorded and maintained throughout the removal -operation unless otherwise directed by the Engineer. The depth of removal shall be verified periodically and, if necessary, the equipment re-calibrated to ensure the plan depth of removal is obtained.

The concrete bridge deck shall be removed as detailed in the plans or directed by the Engineer. After the hydrodemolition is completed, the deck shall be inspected (by sounding) to insure that all partial depth deteriorated concrete has been removed. Should deteriorated concrete be found, the Contractor shall remove the areas of deteriorated concrete by additional passes of the

hydrodemolition equipment or jackhammers. No additional payment will be made for removal of these areas.

No removal of concrete by conventional (mechanical impact) methods will be allowed within a bridge unit (expansion joint to expansion joint) following concrete placement within the same unit until 48 hours of curing has elapsed, unless otherwise approved by the Engineer.

The Contractor shall provide shielding, as necessary, to insure containment of all dislodged concrete within the removal area in order to protect the traveling public from flying debris both on and under the work site.

Waste water from the hydrodemolition process shall be controlled and filtered to produce a visibly clear water prior to releasing it to the surrounding environment. Sediment basins at the end of or outside of the structure shall be used if further filtration is required to produce visibly clear water. Bridge deck drains shall be plugged during the hydrodemolition process. The release of wastewater and solids generated by full depth hydrodemolition shall be minimized.

Cleaning of the bridge deck shall be performed with a vacuum system capable of removing wet debris and water. The deck shall then be blown dry with air to remove excess water and residual debris. Cleaning shall be done before debris and water are allowed to dry on the deck surface. All exposed reinforcing steel which is left unsupported by the hydrodemolition process shall be adequately supported and protected from bending by vacuum trucks or any other equipment. All reinforcing steel damaged or dislodged by these operations shall be replaced with epoxy coated bars of the same size in accordance with the plans or approved by the Engineer, at no additional costs to the State.

When full depth repair is specified on plans, only those areas marked in the field by the Engineer as full depth repair will be paid for as full depth repair. Other areas where hydrodemolition equipment blows through the deck shall be the responsibility of the Contractor and will not be paid for as full depth repair.

**907-202.04--Method of Measurement.** Removal of Bridge Deck, Hydrodemolition shall be measured by the square yard of the total deck area regardless of depth. Measurements shall be made to the nearest 0.1 square yard.

**907-202.05--Basis of Payment.** The accepted quantity of Removal of Bridge Deck, Hydrodemolition will be paid for at the contract unit price per square yard, which price will be full compensation for all materials, equipment and labor necessary to remove and dispose of all concrete and other debris to the depth shown on the plans or as directed by the Engineer. This item shall also include vacuuming, shielding, containment and filtration of waste water, additional jackhammering and all other aspects of work necessary to remove bridge deck concrete by hydrodemolition.

Payment will be made under:

907-202-B: Removal of Bridge Deck, Hydrodemolition - per square yard

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-420-3**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Undersealing**

Section 907-420, Undersealing, 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 907-420 -- UNDERSEALING**

**907-420.01--Description.** This work shall consist of filling voids (undersealing) in the base soil adjacent to an existing pipe culvert(s) and box culverts(s), or other locations determined by the Engineer. It is intended that the voids around the pipe culverts will be filled from the surface and voids around the box culverts will be filled from within the box culvert.

**907-420.02--Material.** The material for filling the voids shall be a “hydro-sensitive” high density polyurethane meeting the following requirements.

<b><u>Properties</u></b>	<b><u>Test Value</u></b>	<b><u>Test Method</u></b>
Density, lbs./ft., minimum	4.0	ASTM D 1622
Tensile Strength, psi, minimum	100	ASTM D 1622
Compression Strength, psi (at yield point), minimum	90	ASTM D 1621

The Contractor shall furnish the Engineer with certified test reports showing that the material meets the requirements of the specification.

**907-420.03--Construction Requirements.** All undersealing will be done at the locations specified in the plans, or as directed by the Engineer.

**907-420.03.1--Equipment.** The equipment shall be that customarily used in undersealing operations. Generally, it shall consist of a pneumatic or electric drill capable of drilling holes of adequate size in the embankment soil or culvert wall to accomplish the work. The exact depth into the embankment shall be determined by the Contractor. The equipment shall be in satisfactory operating condition and operated in such a manner as to prevent unnecessary damage to existing roadways, structures, and the surrounding area. The pump shall be capable of injecting the high density polyurethane at a rate and to a depth necessary to fill the void adjacent to the existing structures.

**907-420.03.2--Drilling Holes.** Unless otherwise shown in the plans, the size and location of the injection holes shall be as determined by the Manufacturer/Contractor.

**907-420.03.3--Injection Process.** The nozzle of the discharge hose shall be secured in the drilled hole in a manner that provides an adequate seal during the pumping process. The

polyurethane material shall be injected through the drilled holes until all known or encountered voids are filled. The rate and amount of material injection shall be determined by the Manufacturer/Contractor.

When the nozzle is removed, the hole shall be plugged or sealed to the satisfaction of the Engineer. Any excess polyurethane material shall be removed.

**907-420.04--Method of Measurement.** Undersealing, complete and accepted, will be measured by the pound. The quantity of urethane will be based on the supplier's packaging information for the material delivered and incorporated into the project.

**907-420.05--Basis of Payment.** Undersealing, as measured prescribed above, will be paid for at the contract unit price per pound, which price shall include all mobilization, labor, equipment, tools, materials, and incidentals necessary to complete the required work.

Cost for maintenance of traffic and individual traffic control devices as required for undersealing operations shall be included in the unit price for undersealing and will not be measured for separate payment.

Payment will be made under:

907-420-A: Undersealing - 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. 907-687-3

CODE: (SP)

DATE: 12/03/2018

SUBJECT: Traffic Recorder Classification System

Section 907-687, Traffic Recorder Classification System, 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 907-687 - TRAFFIC RECORDER CLASSIFICATION SYSTEM**

**907-687.01--Description.** This work consists of furnishing Traffic Recorder Classification Systems of the types specified which includes assembling, constructing, erecting, and installing a new complete system in conformity with these specifications to insure properly operating units in accordance with the designs and at the locations shown on the plans, or as directed. This axle detector system should classify vehicles in all lanes of traffic. Submittals shall be sent directly to the Planning Analysis Section of the Planning Division with a copy of the cover letter sent to the Project Engineer. The submittals will be returned within a seven (7) business day period from when they are received.

The Contractor shall include all hardware and software necessary to operate the field station unattended, which includes a battery backup and modem. The station is to operate continuously without human intervention.

The system may be a Traffic Recorder Classification Permanent System (907-687-A) or a Traffic Recorder Classification Short Term Permanent System (907-687-B). The type of system shall be defined in the plans or contract documents.

The Traffic Recorder Classification Permanent System shall require an AC power source and communication source via a data communication phone line as referenced in the plans.

The Traffic Recorder Classification Short Term Permanent System shall not require an AC power source and communication source via a data communication phone line.

Both systems shall utilize two (2) Class 1 Brass Linguini (BL) Piezo strips as utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT and one (1) loop per lane in all lanes as recommended by the manufacturer.

The person(s) performing the installation of the Mikros RAKTEL Piezo Classification System must be certified by Mikros or an authorized Mikros representative in the installation procedures of the Mikros RAKTEL Piezo Classification System and must be on the job site at each installation when the Mikros RAKTEL Systems are being installed. Certification can be acquired from Mikros or an authorized Mikros representative as long as a certified Mikros representative is on site to assist during the installation. Details regarding Mikros certification can be acquired through direct

communication with Mikros or an authorized Mikros representative. Any delays in the construction due to the certification process will not be grounds for an extension of the completion date.

A multiplexer shall be required for sites utilizing two (2) Mikros RAKTEL Systems in order for both systems to have access to one phone line.

The Contractor shall provide three (3) copies of all manuals on Installation, Operating, Schematics, and Maintenance for the entire System.

The BL Piezo sensors, equipment cabinet, inductive loops, cables, leads and electronic hardware and software will be furnished, installed, tested, calibrated and made operational by the Contractor. The Contractor shall provide all services required for construction, tests, the satisfactory performance period(s), and miscellaneous usage on this project until the site inspection of the project. Deposits, customer charges, connection cost, etc., associated with the System up to and including the date of the site inspection (Subsection 907-687.03.18.1--Site Inspection) of the System shall be the responsibility of the Contractor. At least five (5) business days prior to starting work, the Contractor shall provide notice to the MDOT Planning Division and the MDOT Project Office so that a representative of the Planning Division can be on site while the work is being performed.

**907-687.02--Materials.** The materials used in the traffic recorder classification system shall conform to the requirements of these specifications as set out herein. Prior to the scheduled start of work, the Contractor shall provide the Engineer with submittals on the following items and shall obtain the Engineer's approval before starting affected work. The Contractor shall use new materials and equipment. Any existing traffic counting equipment at the site is the sole property of the MDOT and shall not be removed by the Contractor.

**907-687.02.1--Sensors.** Vehicle axle detectors shall utilize piezoelectric cable in a sensor assembly and be of a type that has been shown to be successful for vehicle classification in both asphaltic and concrete pavements. BL Piezo sensor length shall be eleven (11) feet minimum. Sensors as delivered from manufacturer shall include a shielded transmission cable of sufficient length for a continuous run to the equipment cabinet without splicing.

**907-687.02.1.1--Automatic Traffic Recorder Station.** Piezoelectric Cable/Sensors shall be as those utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT. Sensitivity dispersion shall be Class 1,  $\pm 5\%$ .

**907-687.02.2--Shielded Transmission Cable.** Coaxial cable type RG58 C/U shall conform to IMSA 50-2 for polyethylene insulated, polyethylene jacketed cable, AWG #14. Cable shall meet the requirements of Section 640 for the Standard Specifications.

**907-687.02.3--Conduit and Pull Boxes.** Conduit and pull boxes shall meet the requirements of Section 637 of the Standard Specifications.

**907-687.02.3.1--Under Roadways.** Conduits under the roadway shall be Schedule 80 PVC or coated rigid galvanized steel.

**907-687.02.3.2--Other Conduit.** Other conduit shall be Schedule 40 PVC direct buried conduit unless noted otherwise.

**907-687.02.3.3--Pull Boxes.** Pull boxes shall be size Type 2 and the cover does not require words inscribed on the top.

**907-687.02.4--Loop Wire.** Loop wire, IMSA 51-3, AWG #14 stranded copper, shall meet the requirements of Subsection 722.03 of the Standard Specifications.

**907-687.02.5--Loop Sealant.** Loop sealant shall be "Traffic Loop Sealant" as manufactured by 3M Corporation, or approved equal.

**907-687.02.6--Sensor Cement.** The sensor assembly shall be cemented into the pavement with an epoxy resin of a type recommended by the sensor manufacturer.

**907-687.02.7--Equipment Cabinet.** The installation and setup of the equipment cabinet and all its applications must comply with all requirements of the plans. The Contractor will install the equipment cabinet along the highway right of way at a location approved by the Engineer. The equipment cabinet shall utilize a locking door. The housing shall be positioned so that the data collector will be approximately four (4) feet above the ground and mounted on a pole as depicted in the plans. Lightning protection shall be provided for each installation. A 5/8-inch by 12-foot ground rod shall be used with AWG #6 copper conductors. Class B concrete shall be used for equipment cabinet footings and 4' x 6' x 4" concrete work pad.

**907-687.03--Construction Requirements.** The general layout of the work shall conform to the details shown on the typical installation plans and shall be verified at each location with the Project Engineer. No hazards, such as open holes on site during construction, shall be left overnight.

All traffic control shall meet the requirements as defined in the most updated Manual on Uniform Traffic Control Devices.

**907-687.03.1--Manufacturer's Recommendations.** Sensors must be installed in accordance with the approved procedures and specifications provided by the sensor manufacturer. All sensors and connecting cables, shall be positioned and installed to assure compatibility with the inductive loops to provide electrical signals for vehicle classification.

**907-687.03.2--Conflicts.** Conflicts between any pieces of equipment, which if installed as shown in relation to any previously installed equipment that may impair the proper operation of that equipment, shall be resolved by the Contractor as approved by the Engineer.

**907-687.03.3--Conduit Runs.** The number of conductors, conduits and fittings necessary to produce an operative system as specified herein shall be provided by the Contractor. All joints, connections, etc. shall be completely water and moisture tight. Shielded transmission cable and wire leads shall be installed in conduit from paved shoulders to pull boxes.

**907-687.03.4--Slots in Pavement.** All slots required in pavement and paved shoulders shall be

cut with diamond blade power saw. Edges shall be straight, smooth and true. Depth shall be uniform.

**907-687.03.4.1--Loop Slots.** Slots for loop wire shall be ¼-inch minimum width. Slot depth shall be 2½ inches in asphalt and 1½ inches in concrete. Diagonal slots shall be cut at corners by overlapping cuts so that the entire slot intended for wire has full depth. There shall be no jagged edges or protrusions which may damage wire. When the top lift of asphalt is an Open Graded Friction Course, the loops shall be cut in the top immediate lift beneath the open graded friction course.

**907-687.03.4.2--Cable Slots.** Slots for cable shall be 3/8-inch width ( $\pm 1/16$ " ) and 2¼-inch depth. To ensure that the slots are full depth, all turns and overlay cuts shall not exceed 45 degrees. There shall be no jagged edges or protrusions which may damage cable. Cable leads from each sensor shall be run in individual saw cut slots at a minimum spacing of 12 inches.

**907-687.03.4.3--Sensors Slots.** Slots for sensors shall be of the width and depth specified by the sensor manufacturer. Cavity of sensor slots may be made with chisel between saw cut sides, but the bottom shall be smooth and level without protrusions. At the base of the side of the sensor slot, a ½-inch diameter hole shall be drilled at a 45 degree angle every 10 inches. In overlays of four inches (4") or less, the slot shall extend to the top of the course below the overlay. Before placing sensor, the slot shall be cleaned with compressed air.

**907-687.03.5--Loop Assemblies.** Inductive loop assemblies shall meet the requirements of Section 635 of the Standard Specifications.

**907-687.03.6--Inspection.** Pavement slots shall be inspected at time of sensor and cable installation. Surfaces shall be clean and dry, free of all dust, grit, moisture and other contaminants that might affect sealant or cement bond.

**907-687.03.6.1--Sensor Check.** Prior to final installation, sensor assembly shall be placed in position in slot and inspected for compliance with manufacturer's requirements as to clearance, surface alignment, etc. Sensor output shall be checked using an oscilloscope or other test equipment recommended by the sensor manufacturer.

**907-687.03.6.2--Cable Inspection.** The cable shall not have any cuts, nicks, abrasions or breaks in the insulation at the time of filling slot with sealant. Any sensor having defects in the shielded transmission cable shall be replaced.

**907-687.03.6.3--Loop Inspection.** The loop wire shall not have any cuts, nicks, abrasions or breaks in the insulation before or after installation in the slot. Loop inductance shall be 124 microhenries.

**907-687.03.7--Sensor Installation.** Approved epoxy cement shall completely fill the cavity spaces and surround all four sides of the sensor assembly. All excess epoxy cement shall be removed from pavement surface and sensor to conduit to prevent damage during installation. Sensor installation shall be protected from traffic until epoxy cement is sufficiently cured.

**907-687.03.8--Sleeves.** Flexible sleeve or other protection shall be provided for shielded cable at sensor ends to prevent damage. The Contractor shall take care to insure that the sleeve is not filled with epoxy cement. In addition, the Contractor shall provide flexible sleeve, approximately 12 inches long, at pavement construction joints including joints between lanes and between pavement and paved shoulder.

**907-687.03.9--Cable and Wire Installation.** The cable or lead wires shall be placed in the bottom of the slot so that there are no kinks, curls, straining or stretching of the insulation. The two loop lead wires shall be twisted two to five turns per foot before placement in the slot. The loop wire must be protected from water at all times. In the event that the loop wire is going to be spliced, the wire must be sealed with a 3M 82-A Series Power Cable Splice Kit, or approved equal. Loop wires may not lay in the pull boxes exposed to water and moisture during the construction and installation of the traffic recorder classification system. There shall be no splicing the sensor cables. The sensor cables must be a continuous run from the sensor to the equipment cabinet. Special care shall be taken in seating the cable and wire so that the insulation will not be broken or abraded. No sharp tools such as screwdriver or metal object shall be used for this operation.

**907-687.03.9.1--Conditions.** The Contractor shall install the sealant in strict adherence to the manufacturer's recommendation and these specifications. No sealant shall be installed during inclement weather or under any condition, which might introduce moisture into the pavement slots.

**907-687.03.9.2--Sealant.** The viscosity of the sealant shall be such that it can be readily placed in the slot, completely surround the wires, displace all air and fill the slot so that the sealant is flush with the roadway surface. The finished installation shall be waterproof and present a neat workmanlike appearance. Minimum required clearance shall be maintained to cable and wire.

**907-687.03.9.3--Protection.** The sealant shall be sufficiently hardened before opening to traffic.

**907-687.03.10--Cleaning.** All excess encapsulate and sealant shall be removed from pavement surface, inductive loop, and sensor after installation. A hand grinder shall be used, if necessary, to smooth out rough or high areas that might affect sensor operation.

**907-687.03.11--Tags.** Each shielded transmission cable and pair of lead wires shall be uniquely identified by an insulated, waterproof tag in every pull box.

**907-687.03.12--Trenching and Backfilling.** All trenching shall be done by mechanical means and all sides shall be straight and vertical. Width of trenches shall not exceed eight (8) inches on either side of placed conduits. All backfill shall be made with a friable material, which has been approved by the Engineer. Material shall be placed in compacted lifts as approved by the Engineer. The site, including shoulders and grassing, shall be returned to its original condition.

**907-687.03.13--Jacking or Boring.** Approved jacking or boring methods shall be used where a conduit must be placed under an existing roadway. Jacking/boring pits shall be kept a minimum of five (5) feet from the edge of shoulder, and care shall be taken not to disturb existing pavement. Excessive use of water or other methods, which could undermine pavements, shall not be permitted. The jacking/boring site must be returned to its undisturbed state upon completion of the operation. Only experienced labor shall be used for jacking/boring work. Conduit shall be not

less than 36 inches below pavement surface.

**907-687.03.14--Pull Boxes.** The location of the pull boxes must be approved by the Project Engineer. Pull boxes shall be set on 12-inch minimum thickness washed gravel. Holes for drainage shall be provided in bottom of pull box. Conduit entering pull box shall be located so as to leave the major portion of the box clear.

**907-687.03.15--Conduit.** Conduit shall be laid to a depth of not less than 36 inches below the finished grade, except at conduit ends. All conduits shall be run at least 10 feet outside shoulder unless otherwise approved. One size of conduit shall be used for each run; no reducing couplings will be permitted.

**907-687.03.16--Conductor Installation.** Before placing shielded cable or wire leads in conduit, the conduit shall be cleaned with compressed air and rigid metal conduit shall be cleaned with a mandrel. Only approved lubricants which will not injure conductor insulation while pulling cables shall be used.

Loop splices shall be made in pull boxes only, soldered, and sealed in an approved power cable splice kit. An insulation equal in rating and thickness to the conductor insulation shall be provided.

**907-687.03.17--Plant Establishment.** Any areas of vegetation disturbed during the installation of the classification system, pull boxes, equipment cabinets, etc. shall be graded and grassed / solid sodded to the satisfaction of the Engineer to return the area to its condition prior to construction. It also may be necessary to install temporary erosion control devices during the installation process. Unless pay items for these items of work are included in the bid items, the cost of this work will be included in other items bid.

**907-687.03.18--System Acceptance.** The Contractor shall be required to demonstrate to the Engineer the satisfactory operation of each device installed on this project.

**907-687.03.19--Material Warranty.** The following warranty stipulations are in addition to those covered by Subsection 106.01 of the Standard Specifications.

**907-687.03.19.1--Site Inspection.** After meeting the consecutive polling requirement, a site inspection may be made upon completion of an individual site but must be made before the final inspection of the project.

The Contractor, with MDOT's representatives present to verify that the site is working properly, shall test all Traffic Recorder Classification Systems.

Sensors, loops and related components at all sites shall be operational at the final inspection of the project.

**907-687.03.19.1.1--Consecutive Polling.** All Traffic Recorder Classification Permanent Systems shall have polled without any problems for at least 10 consecutive days and data for each day must pass quality control and quality assurance checks prior to the site inspection.

**907-687.03.19.1.2--Data Collection.** The Contractor shall provide 48 hours of data (1MG files) to the Planning Division for all Traffic Recorder Classification Short Term Permanent Systems

**907-687.03.19.2--Guarantee.** At each location, the Contractor shall warrant and guarantee all sensors, loops and related components for a period of 12 months, beginning at the date of release from maintenance, or partial release from maintenance, of the project.

**907-687.03.19.3--Responsibility.** It is the intent of the preceding paragraph to provide for equipment that performs as intended by the manufacturer. It is the further intent to obtain from the Contractor a level of workmanship that will assure the Department of an operation system devoid of Contractor laxities. Failure to perform as indicated shall require the Contractor to replace in kind or repair, at the Contractor's option, the equipment or workmanship in question. All material and labor cost resulting from the replacement or repair of equipment or correction of poor workmanship shall be at no additional costs to the Department.

**907-687.03.19.4--Repairs.** The Department shall report any failures and outages to the Contractor. The Contractor will be required to make the necessary repairs within 10 business days of the report. The Contractor shall not be responsible for outages occurring during the 12-month warranty period due to vandalism, traffic accidents, or any problems not related to materials or workmanship. The Contractor will be required to make the necessary repairs for such outages and a reasonable cost for such repair(s) will be borne by the Department.

**907-687.03.19.5--Manufacturer's Guarantees.** All manufacturer's standard warranties or guarantees for all electrical and mechanical equipment which are provided as customary trade practice shall be made out to the Department and shall begin simultaneously with the commencement of the 12-month warranty period.

**907-687.03.19.6--Guarantee of Repairs.** This warrantee and guarantee on the fixed or replaced items shall be identical in scope to the warrantee and guarantee in Subsections 907-687.03.18.1 through 907-687.03.18.5.

**907-687.04--Method of Measurement.** Traffic Recorder Classification System of the type specified, complete in place and accepted, will be measured per each location.

**907-687.05--Basis of Payment.** Traffic Recorder Classification system, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing, installing, testing and guaranteeing all equipment, and for all materials, labor, equipment, operation, and other incidentals necessary to complete the work.

Payment will be made under:

907-687-A: Traffic Recorder Classification Permanent System, \* - per each

907-687-B: Traffic Recorder Classification Short Term Permanent System, \* - per each

\* Site No. or Location may be specified

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-1

CODE: (SP)

DATE: 10/23/2018

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-701.01--General.** In the first sentence of the third paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the seventh paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

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

**907-701.02.1-General.**

**907-701.02.1.2--Alkali Content.** Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

The Equivalent alkali content for all cement types in this Subsection shall not exceed 0.60%.

**907-701.02.2--Replacement by Other Cementitious Materials.** Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

**907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.**

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

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

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type I cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS or Type II <sup>*,**</sup> cement
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS, or Type II <sup>*</sup> cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

\* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C<sub>3</sub>A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation “Type III(MS).”

\*\* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

**907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.** When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

**907-701.04--Blended Hydraulic Cement.**

**907-701.04.1--General.** Delete Subsection 701.04.1.1 on page 720, and substitute the following.

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

- Type IL – Portland-limestone cement
- Type IP – Portland-pozzolan cement
- Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the “(MS)” suffix added to the type designation.

**907-701.04.1.2--Alkali Content.** Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

**907-701.04.2--Replacement by Other Cementitious Materials.** Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

**907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.** When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

**Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater**

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement
Severe	0.20 - 2.00	1,500 - 10,000	Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS

- \* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

**907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater.** When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-702-4**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Bituminous Materials**

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-702.04--Sampling.** Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

**907-702.07--Emulsified Asphalt.** Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

**907-702.12--Tables.** Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V  
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CHPF-1		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
<b>Test on Residue from Distillation</b>					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

\* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-703-1**

**CODE: (IS)**

**DATE: 06/13/2018**

**SUBJECT: Gradation**

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-703.03--Course Aggregates for Hydraulic Cement Concrete.**

**907-703.03.2--Detail Requirements.**

**907-703.03.2.4--Gradation.** In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-705-1**

**CODE: (IS)**

**DATE: 06/13/2018**

**SUBJECT: Stone Riprap**

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-705.04--Stone Riprap.** Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-711-2**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Plain Steel Wire**

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.**

**907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.**

**907-711.02.3.1--Plain Steel Wire.** Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-720-2**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Acceptance Procedure for Glass Beads**

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-720.01--Glass Beads.**

**907-720.01.4--Acceptance Procedures.** Delete the last sentence of the paragraph in Subsection 720.01.4 on page 841, and substitute the following.

Acceptance sampling and testing of glass beads will be in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual, Section 2.9.2 -- Glass Beads.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Bridge Deck Overlay

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as modified by this special provision is applicable to Bridge Deck Overlays Only.

**907-804.01--General.** This work consists of placing a concrete overlay over an existing bridge deck or a bridge deck that has been partially removed by hydrodemolition, or other methods of removal, to the line, grade and cross-section shown on the plans or as directed by the Engineer.

**907-804.02--Materials.**

**907-804.02.1--General.** Concrete produced and controlled from this specification will be accepted upon proper certification of concrete production through verification by job site acceptance criteria performed by Department personnel.

The materials for partial depth repair of concrete, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement .....	701.01 and 701.02
Fine Aggregate .....	703.02
Coarse Aggregate .....	703.03
Joint Material .....	707.01, 707.02, and 707.07
Reinforcing Steel .....	711.02
Structural Synthetic Fibers .....	711.04
Liquid Membrane Compound .....	713.01.02
Admixtures .....	713.02
Fly Ash .....	714.05
Water .....	714.01.1 and 714.01.2

**907-804.02.2--Mixture Design.** The concrete mixture shall be designed by a technician holding a current MDOT Certified Class III certification representing the Contractor to meet the requirements set out in the following:

Minimum Cementitious Content .....	564 lbs/cy
Minimum Fly Ash Replacement Required .....	15%
Coarse Aggregate Size .....	#7, #8, or #78
Coarse Aggregate Type .....	see Subsection 907-804.02.2.1
Synthetic Structural Fibers .....	see Subsection 907-804.02.2.2
Total Air Content .....	3 - 6%
Maximum Slump .....	6 inches
Required Compressive Strength .....	2,500 psi in 24 hours

Either a Type F or Type G water reducing chemical admixture shall be used in the concrete mixture. Type S admixtures may be used. No other water reducing chemical admixtures shall be used in the mixture.

A waterproofing admixture meeting the requirements of Subsection 713.02.4 shall be used in the concrete mixture.

**907-804.02.2.1--Coarse Aggregate Requirements.** The coarse aggregate for areas of concrete repair which will be milled to obtain the final grade requirements shall be limestone. All other areas may use either limestone or gravel as the coarse aggregate.

**907-804.02.2.2--Synthetic Structural Fiber Requirements.** Concrete mixture used on bridge decks or for other single areas of concrete repair 25 square feet or greater shall contain synthetic structural fibers added in accordance with the requirements of Subsection 711.04 based on the dosage required for the applicable synthetic structural fiber per the Department’s Approved Products List.

**907-804.02.2.3--Basis of Proportioning.** The Contractor shall establish the proportions based on a laboratory trial mixture in accordance with the requirements of Subsection 804.02.10.1.2 with the following exception: the minimum required average strength of the laboratory trial mixture listed in Subsection 804.02.10.1.2.e shall not be required.

**907-804.02.3--Sampling & Testing.** Sampling and testing of plastic concrete will be performed by Department personnel having the applicable certifications in Table 2 in Section 804 and in accordance with the applicable test methods listed in Table 1 in Section 804 at the following sampling and testing frequency.

The slump, temperature, and total air content will be determined on the first batch each production day and other subsequent batches until requirements for these plastic properties are met. Slump, temperature, and total air content shall be determined at a minimum frequency of one (1) per each 50 cubic yards of concrete repair, or fraction thereof, but more often if the slump, temperature, or total air content are in question on subsequent batches. Once a batch has been determined to meet the requirements for slump, temperature, and total air content, additional testing on the batch is not required.

At least two concrete test cylinders for acceptance will be cast per day per section of lane for which an individual lane closure is affected and concrete is replaced. The slump, temperature, and total air content will be determined for the concrete test cylinders. The concrete test cylinders will be made from approximately the last batch of concrete produced each day.

Compressive strength cylinders for opening to traffic shall be cast and tested by the Contractor in accordance with Subsection 804.03.

**907-804.02.4--Basis of Acceptance.** The slump of plastic concrete mixture shall meet the requirements of Subsection 907-804.02.2 with the minus slump limits of AASHTO M157.

Sampling shall meet the requirements of AASHTO T141. For additional information concerning

sampling concrete, see the Department’s *Concrete Field Manual*.

The total air content of the plastic concrete mixture shall meet the requirements of Subsection 907-804.02.2.

The maximum plastic concrete acceptance temperature shall be 90°F. Plastic concrete with a temperature exceeding 90°F shall be rejected and not used in Department work. The minimum acceptance temperature shall meet the requirements of Subsection 804.03.16.1 for Cold Weather Concreting.

A check test shall be made on another portion of the obtained sample before rejection of any batch.

The compressive strength shall meet the requirements of Subsection 907-804.02.2.

**907-804.03--Construction Requirements.** When the overlay is to be placed on a bridge deck that has been partially removed, the bridge deck overlay shall begin as soon as practical following the deck removal and cleaning of the bridge deck. Any bridge deck repairs shall be performed prior to or concurrent with the placement of the overlay. Any damage to the reinforcing steel as a result of the Contractor’s operations shall be corrected to the satisfaction of the Engineer at no additional costs to the State.

During placement of the overlay, the concrete shall be thoroughly consolidated by internal vibration. Finishing may be performed by either machine or hand methods. The concrete shall be screeded longitudinally unless otherwise permitted by the Engineer. The screed shall be metal of a type normally used on bridge deck pours. The overlay shall be checked longitudinally and transversely in order to meet a 1/8-inch in 10 feet smoothness requirement.

After the screeding and floating has been completed and while the concrete is still plastic, the surface of the concrete shall be tested with a 10-foot straightedge. For this purpose the Contractor shall furnish and use an accurate 10-foot straightedge swung from handles three feet longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the road centerline and the whole area gone over from one side of the slab to the other as necessary. Advance along the road shall be in successive stages of not more than one-half the length of the straightedge. All depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets any requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge, and the slab conforms to the required grade and cross section.

The concrete surface shall be protected from premature drying by covering as soon as possible with wetted burlap. It shall be cured with Class 3 burlap, or its equivalent, covered with plastic sheeting. The burlap shall be kept continuously and thoroughly wet. Careful attention shall be given to the proper curing and protection of the concrete, and curing shall continue until the 2,500 psi strength is attained. Twelve (12) test cylinders for verifying strength requirements shall be made and cured under the same conditions as the bridge deck. Three (3) test cylinders shall be tested and the results averaged to represent a test break. Traffic shall not be allowed on the concrete overlay until the required 2,500 psi strength is attained.

**907-804.04--Method of Measurement.** Bridge deck overlay concrete, complete and accepted, will be measured by the cubic yard, determined by calculating the theoretical volume of bridge deck overlay.

**907-804.05--Basis of Payment.** Bridge deck overlay concrete, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-804-O: Bridge Deck Overlay Concrete - per cubic yard

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-808-1**

**CODE: (SP)**

**DATE: 11/01/2018**

**SUBJECT: Joint Repair**

Section 808, Joint Repair, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-808.04--Method of Measurement.** Delete the paragraph in Subsection 808.04 on page 1009, and substitute the following.

When a pay item is included in the plans, joint repair will be measured by the linear foot and mortar mix will be measured by the gallon. The volume of measurement for the epoxy/sand mortar mix will be determined from the summation of the volumes of the epoxy components and the volume of sand will not be measured for payment.

**907-808.05--Basis of Payment.** Delete the paragraph in Subsection 808.05 on page 1009, and substitute the following.

When a pay item is included in the plans, joint repair, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing and placing all materials, labor, tools, equipment, and all incidentals necessary to complete the work.

When a pay item is included in the plans, mortar mix, measured as prescribed above, will be paid for at the contract unit price per gallon, which price shall be full compensation for furnishing all materials including sand and forming materials, and all incidentals necessary to complete the work. No payment will be made for the sand used in the epoxy mortar mix.

The price bid for each item of work shall include the cost of continuous maintenance of traffic and protective services as required by the Department's Traffic Control Plan. This shall include all required individual traffic control devices.

Payment will be made under:

907-808-A: Joint Repair - per linear foot

907-808-B: Mortar Mix - per gallon

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-3

CODE: (SP)

DATE: 11/07/2018

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](http://www.rjwatson.com)
2. Wabo@SPS Joint System  
Manufactured by Watson Bowman Acme Corporation in Amherst, NY  
[www.wbacorp.com](http://www.wbacorp.com)
3. Silspec SSS Silicone Strip Seal  
Manufactured by SSI Commercial & Highway Construction Materials in Tulsa, OK  
[www.ssicm.com](http://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:**

**907-808-4002 JOINT REPAIR**

**Description:**

Shall include the work necessary to repair joints in preparation for the placement of new expansion material. This shall include the removal of old expansion material, preparation of existing concrete, placement of new expansion material, and AC repair. 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 At The Contract Unit Price Along the Length of the Bridge Deck On Each Side Of The Centerline Joint.

**907-823-4001 SAW CUT, TYPE I & 907-823-4002 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 Preferred 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**

**907-823-4002 PREFORMED JOINT SEAL, TYPE II**

**Description:**

Shall include the Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris With Compressed Air And Placement Of The New Preformed Joint Seal.

**Basis of Payment:**

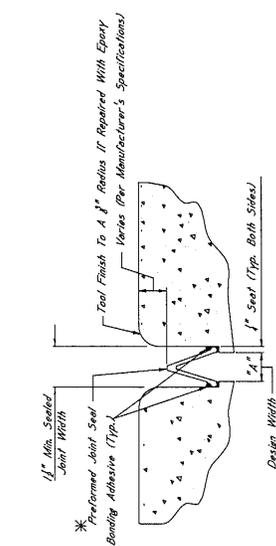
The Accepted Quantities Will Be Paid For in Linear Feet At The Contract Unit Price Along the Length Of The Centerline Joint.

**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:**

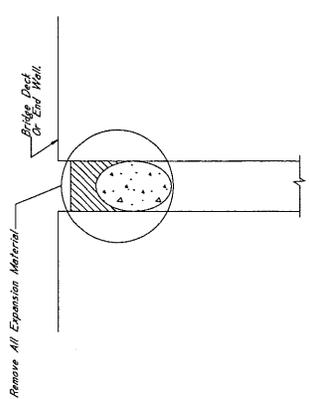
1. Specifications Mississippi Standard Specifications For Road Construction, 2011.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer, Mississippi Department Of Transportation. Any Change Made May Be The Cause For Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
3. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered To Be Included In The Price For The Associated Item of Work.



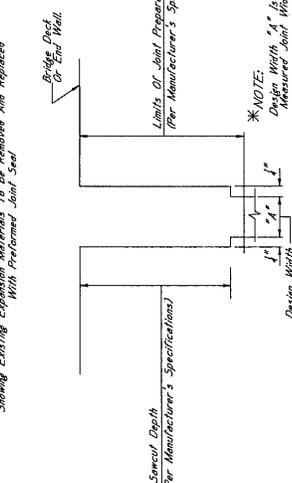
**TYPICAL SECTION AT SAWCUT & SEALED JOINT**  
Showing Sealed Joint After Sawcut

**\*NOTES:**

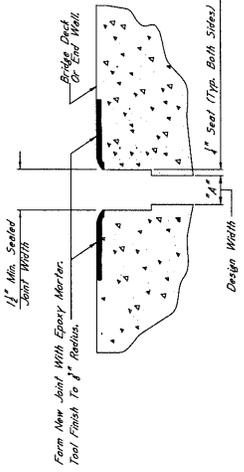
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:  
 A. Silflex Joint Sealing System, Manufactured By R.J. Watson, Inc. In Allen, NY [www.rjwatson.com](http://www.rjwatson.com)  
 B. Wako JPS Joint System, Manufactured By Wako Boyman Arms Corporation In Amherst, NY [www.waco.com](http://www.waco.com)  
 C. Silseal 553, 557 Commercial & Highway Construction Materials [www.silseal.com](http://www.silseal.com)  
 For Estimating Purposes, The R.J. Watson Silflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Verify That The Installation Details And Methods, Adhesive Setting Times, And Other Parameters Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Sourced In Installation Of The Joint Seal.  
 2. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint. The Width Does Not Account For Shrinkage. The Contractor Shall Use For Design Widths Less Than 2". Preformed Joint Seal Type II Shall Be Used For Design Widths Greater Than 2". The Contractor Shall Verify That The Design Width Is Greater Than 2" Prior To Installation. The Contractor Shall Be Responsible To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



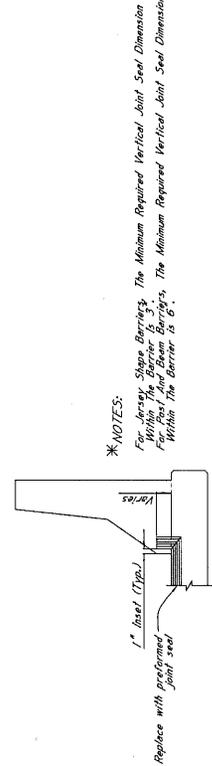
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Material To Be Removed And Replaced With Preformed Joint Seal



**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT**  
Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials And Sawcut



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
Showing New Joint With Epoxy Mortar, Tool Finish To 1/8\"/>



**ELEVATION AT END OF SPAN**

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**907-808-4002 JOINT REPAIR**

**Description:**

Shall include the Work Necessary to Repair Joints in Preparation for the Installation of Epoxy Mortar. Preparation and in the Detail Drawing. Epoxy Mortar Shall Also Be Included Under This Item of Work. Removal of Existing Silicone Sealant, Compression and AC Sealant Joint Sealant, and Epoxy Mortar. Epoxy Mortar shall be installed 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 Existing Unit Price Along the Length of the Bridge Deck On Each Side of the Construction Joint.

**907-823-4001 SAW CUT, TYPE I & 907-823-4002 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 Preformer Joint Seal Selected.

**Basis of Payment:**

The Accepted Quantities Will Be Paid For in Linear Feet At The Existing Unit Price Along the Length of the Construction Joint. The Contractor Shall Be Responsible to Ensure That The Proper Depth is Selected Based on The Manufacturer's Recommendations.

**907-823-4001 PERFORMED JOINT SEAL, TYPE I, 907-823-4002 PERFORMED JOINT SEAL, TYPE II**

**Description:**

Shall include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides of The Joint and Blowing The Joint Free of Debris With Compressed Air and Placement of The New Preformed Joint Seal.

**Basis of Payment:**

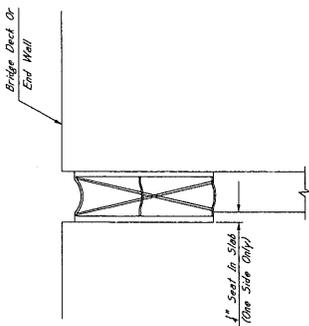
The Accepted Quantities Will Be Paid For in Linear Feet At The Existing Unit Price Along the Length of the Construction Joint.

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**

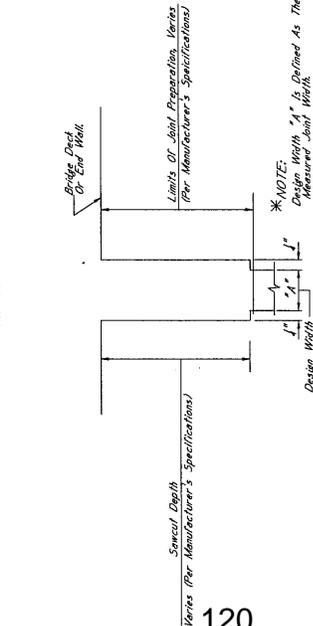
Epoxy Mortar or Polymer Concrete May Be Used. Guidelines for Selection of Materials Can Be Found in Section 808 of the Specifications.

**GENERAL NOTES:**

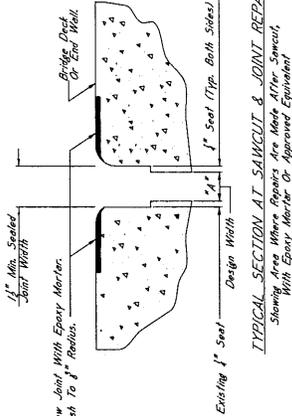
1. Specifications, Mississippi Standard Specifications For Road Construction, 2017.
2. No Change of Plans Will Be Permitted Except By Written Approval of The Director of Structures, State Bridge Engineer. Any Change of Plans or Specifications Must Be Approved by The Bridge Engineer. The Bridge Engineer Will Not Be Responsible for Contract Price Adjustments. Work For Which No Pay Item is Provided in The Proposal Will Be Considered an Item of Work.



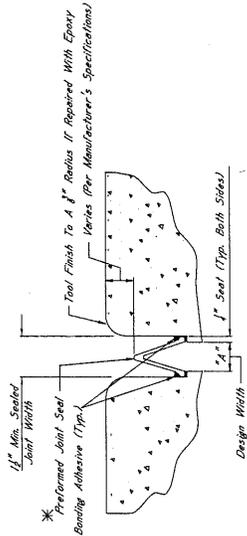
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Epoxy Mortar To Be Removed and Replaced With Preformed Joint Seal



**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT**  
Showing Limits of Joint Preparation for Application of New Joint Seal Materials and Sawcut



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
Showing Areas Where Repairs Are Made After Sawcut, With Epoxy Mortar or Approved Equivalent

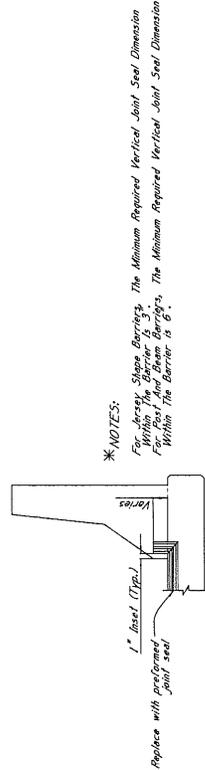


**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

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.silcoflex.com
  - B. Veritas Joint Sealant  
www.veritas.com
  - C. Sloane SSS Silicone Strip Seal  
www.silcoflex.com
2. For Epoxy Mortar Repairs, The R.J. Veritas Silcoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It is The Contractor's Responsibility to Ensure That the Manufacturer's Specifications are Followed. Any Other Variances Between The Specifications Provided by The Manufacturer and The Specifications of the Supplier Shall Be the Responsibility of the Contractor. To Ensure That the Contractor is Properly Substantiated 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 Sealant Use 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 Shall 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.



**ELEVATION AT END OF SPAN**

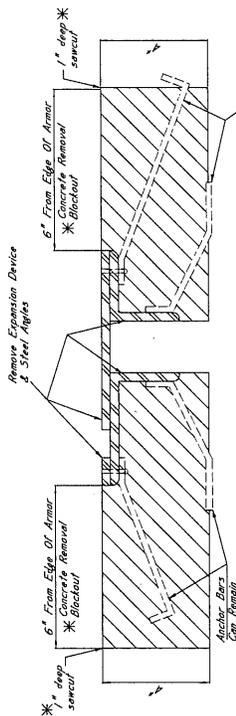


**\* 1" SAWCUT NOTES:**

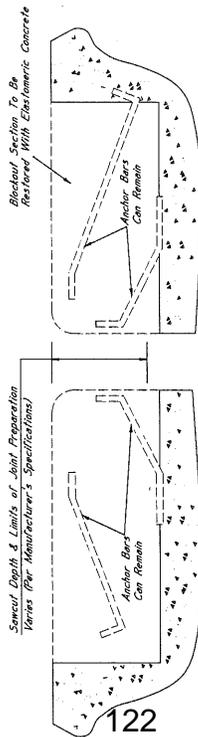
All 1" Sawcuts Shall Be Considered An Absorbed Item of Work. The Contractor Shall Verify Depth of Reinforcing Steel. The Depth of The Reinforcing Steel, Any Damage To Reinforcing Steel, or Any Other Item of Work Shall Be Reported To The Engineer At No Cost To The State.

**\* CONCRETE REMOVAL BLOCKOUT NOTES**

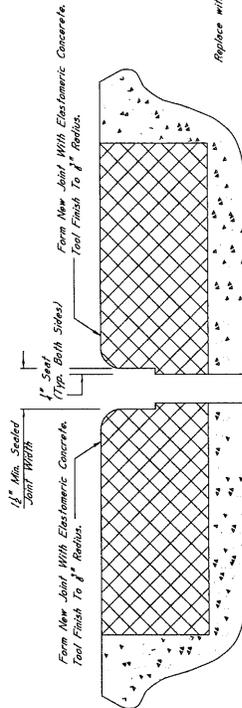
Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item of Work. The Contractor Shall Verify Depth of Reinforcing Steel. The Contractor Shall Use A Hammer No Larger Than 30 LBS To Complete This Work.



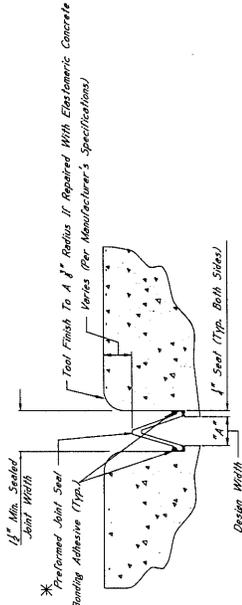
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



**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 Elastomeric Concrete



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**  
Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

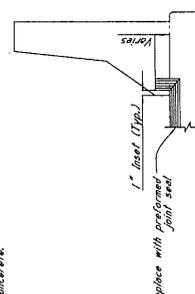
**\* NOTES:**

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 Alden, NY [www.rjwatson.com](http://www.rjwatson.com)
- B. Wicks 895 Joint Sealer Manufactured By Watson Bowman Acme Corporation In Amherst, NY [www.wbcorp.com](http://www.wbcorp.com)
- C. Silseac 555 Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials [www.ssi.com](http://www.ssi.com)

2. For Estimating Purposes The R.J. Watson Silicone Joint Sealing System Will Be Assumed To Be Installed In A 1/2" Deep Sawcut. The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed And That The Joint Seal Is Properly Installed Shall Be Preserved At The Time Joint Sealing Begins. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. The Contractor Is Properly Responsible For Installation Of The Joint Seal.

3. Seals Shall Be Sealed At Their Design Widths. Dimensions "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 Contractor Shall Seal The Joint To A Depth Of Design Widths Greater Than Or Equal To "A" With The Maximum Design Width Being 2" In Cases Where Design Widths Are Greater Than The Actual Width. The Contractor Shall Be Responsible For Ensuring That The Seal Is Properly Installed To Ensure That The Seal Selected Is Appropriate For The Width Of The Joint.



**ELEVATION AT END OF SPAN**

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**907-8189 REMOVAL OF EXISTING JOINT MATERIAL**

Description: Shall include the removal of material associated with armor, stinging plate, and neoprene expansion joints, as designated in the detail drawings. All material to be removed shall be placed in a separate pile. 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 stinging plate joint material will be paid for in linear feet. At the contract unit price shown on the schedule of values. Material will only be paid for as the length along the centerline of the joint.

**907-808-AC02 JOINT REPAIR**

Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material. As designated in the detail drawings. Epoxy mortar shall also be included under this item of work. Removal of 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 applicable specifications. See also 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 prepared by the manufacturer's specifications. The saw cut depth shall be the same as the preformed joint seal section.

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-AC01 PREFORMED JOINT SEAL, TYPE I**

Description: Shall include the manufacturer's required joint preparation free of debris with compressed air and placement of the new preformed joint seal.

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.

**907-823-AC02 PREFORMED JOINT SEAL, TYPE II**

Description: Shall include the manufacturer's required joint preparation free of debris with compressed air and placement of the new preformed joint seal.

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.

**ELASTOMERIC CONCRETE NOTES**

**907-824-9907 BRIDGE REPAIR ELASTOMERIC CONCRETE**

Description: Elastomeric concrete shall be one of the following products, installed according to the manufacturer's specifications:

- A. Poly-Ton Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Alden, NY [www.rjwatson.com](http://www.rjwatson.com)
- B. Wabcrete II Manufactured By Watson Bowman Acme Corporation In Amherst, NY [www.wbcorp.com](http://www.wbcorp.com)
- C. Dacrete Elastomeric Concrete Manufactured By The O.S. Brown Company In North Andover, MA [www.osbrown.com](http://www.osbrown.com)

Basis of Payment: The accepted quantities will be paid for in cubic yards at the contract unit price.

**GENERAL NOTES:**

- 1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction 2017.
- 2. No Change Of The Work Will Be Required Except By Written Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Safety Or Functionality Of The Work. 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.

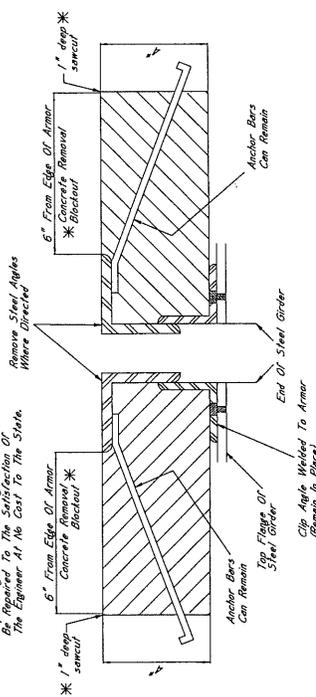


**\* CONCRETE REMOVAL BLOCKOUT NOTES**

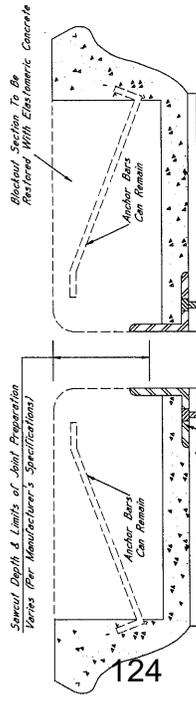
Removal of the concrete blockout area shall be considered an abstracted item of work. The contractor shall use a hammer No. Larger Than 30 Lbs To Complete This Work.

**\* 1" SAWCUT NOTES:**

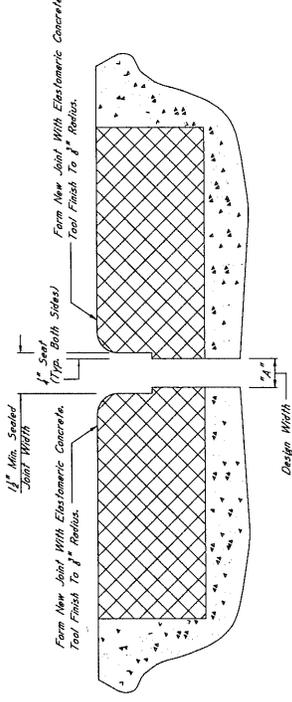
All 1" Sawcuts Shall Be Considered An Abstracted Item of Work. The Contractor Shall Be Responsible For The Removal of the Sawcut. Sawcuts Shall Be Made To The Depth of the Reinforcing Steel. Any Damage To The Substructure of the Bridge Due To The Sawcut Shall Be Repaired At No Cost To The State.



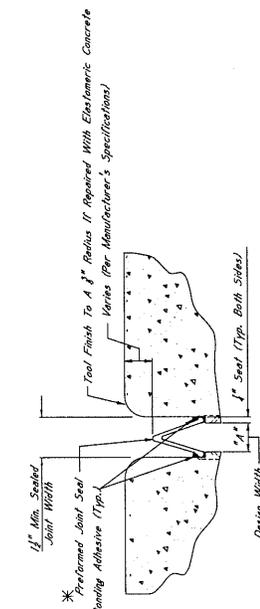
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



**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 Elastomeric Concrete



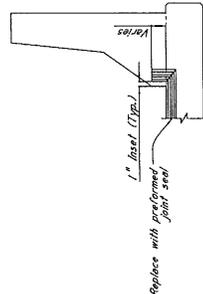
**TYPICAL SECTION AT SAWCUT & SEALED JOINT**  
Showing Seal With Elastomeric Concrete

**\* NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Included According To The Manufacturer's Specifications:
  - A. Silicate 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.weloseal.com
  - C. Silbri-Seal, Silbri Seal, and Silbri Seal System Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
- For Estimating Purposes, The R.J. Watson Silicate Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Provide The Manufacturer's Specifications, Including All Joint Preparation, Installation Details And Methods, Adhesive Sealing Times, And Any Other Variables Between The Specifications Provided By The Manufacturer. It Is The Contractor's Responsibility To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Material.
- Joints Shall Be Sealed At Their Design Widths. Dimension "A" Which Is Defined As Seal Width On Both Sides Of Joint, Its Minimum Joint Seal Type "I" Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal Type "II" Shall Be Used For Design Widths Greater Than 2". Design Widths Are Greater Than 2" Another Type Of Expansion Material Shall Be Required As Directed By The Director of Structures, Provided It Is Proven To Be Suitable For The Joint. The Contractor Shall Be Responsible For The Width of The Joint. The Contractor Shall Be Responsible For The Width of The Joint. The Contractor Shall Be Responsible For The Width of The Joint.

**\* NOTES:**

For Jersey Slope Barrier, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 3". For Concrete Barrier, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".



**ELEVATION AT END OF SPAN**

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-B169 REMOVAL OF EXISTING JOINT MATERIAL**

Shell Include The Removal Of Material Associated With Armor, Siding Plate, And Any Expansion Joints, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Materials Will Not Be Paid For Directly And Shall Be Considered As Abstracted Under This Item Of Work. All Other Requirements Shall Be As Specified In The Manufacturer's Specifications And Any Other Sections Specified Therein.

Removal of Armor and Siding Plate Joint Material Will Be Paid For In Linear Feet Along The Length Of The Bridge Deck On Each Side Of The Centerline Of The Joint. Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

**907-808-A002 JOINT REPAIR**

Shell 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 Materials Will Not Be Paid For Directly And Shall Be Considered As Abstracted Under This Item Of Work. All Other Requirements Shall Be As Specified In The Manufacturer's Specifications And Any Other Sections Specified Therein.

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-B001 SAW CUT, TYPE I & 907-823-B002 SAW CUT, TYPE II**

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

**907-823-A001 PREFORMED JOINT SEAL, TYPE I**

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**

Shell Include The Manufacturer's Required Joint Preparation The Joint Preformed Joint Seal Price Of Joints With Compressed Air And Placement Of The New Preformed Joint Seal

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

**ELASTOMERIC CONCRETE NOTES**

907-824-P007 BRIDGE REPAIR, ELASTOMERIC CONCRETE

Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:

- Poly-Ton Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
- WeloCrete II Manufactured By Welson Bowman Acme Corporation In Amherst, NY www.weloseal.com
- Delcrete Elastomeric Concrete Manufactured By The D.S. Brown Company In North Bay, OH www.dsbrown.com

The Accepted Quantities Will Be Paid For In Cubic Feet At The Contract Unit Price.

**GENERAL NOTES:**

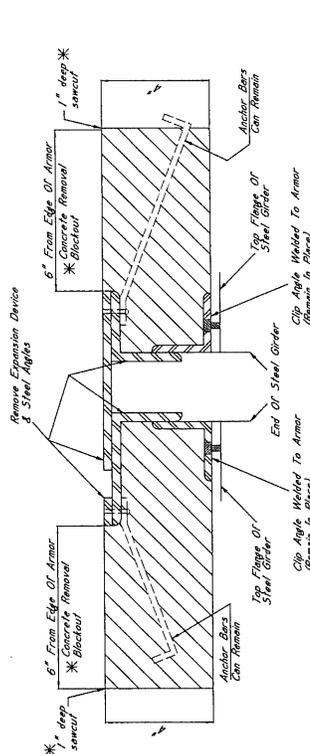
- Specifications: Mississippi Standard Specifications For Road Construction, 2004 Edition, Section 202-B169.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Changes To Detail Or Design Or Construction Procedures Will Be At The Contractor's Risk. The Contractor Shall Be Responsible For Obtaining All Necessary Permits. The Contractor Shall Be Responsible For Obtaining All Necessary Permits. The Contractor Shall Be Responsible For Obtaining All Necessary Permits.
- Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For. Identify And Seal Therefore Be Considered An Abstracted Item of Work.

**\* CONCRETE REMOVAL BLOCKOUT NOTES**

All 1" Sawcuts Shall Be Considered As Sawcuts. Concrete To Be Absorbed Into Of Work Under Item 202-B169. The Depth Before Making Any Sawcuts. The Depth The Sawcut Shall Be No More Than 30 LBS To Complete This Work.

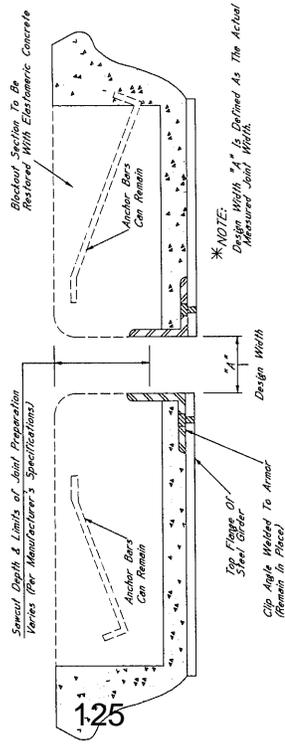
**\* 1" SAWCUT NOTES:**

All 1" Sawcuts Shall Be Considered As Sawcuts. Concrete To Be Absorbed Into Of Work Under Item 202-B169. The Depth Before Making Any Sawcuts. The Depth The Sawcut Shall Be No More Than 30 LBS To Complete This Work.



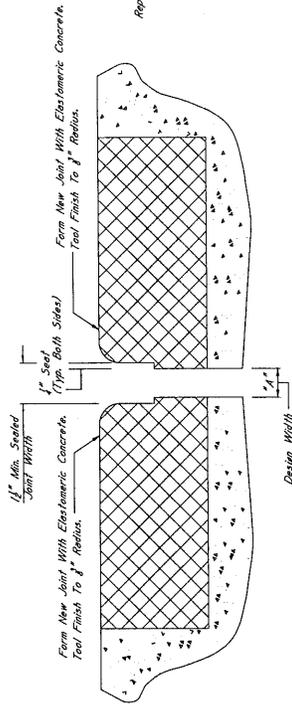
**TYPICAL SECTION AT EXISTING JOINT**

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



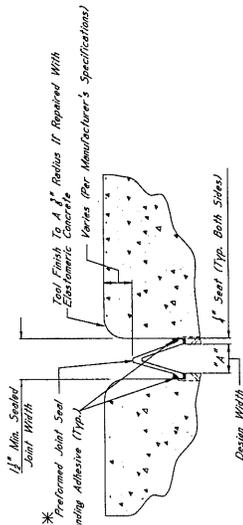
**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL**

Showing Limits Of Joint Preparation Application Of New Joint Seal Materials



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**

Showing Area Where Repairs Are Made After Sawcut



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

**\* NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - Silicone Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
  - Wedge Seal System Manufactured By R.J. Watson, Inc. In Allen, NY www.wedgeseal.com
  - Silicone 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 Specified. However, Should The Manufacturer Be Changed, The Contractor Shall Verify The Joint Preparation, Installation Details, And Widths, Adhesive, Sealing Times, And Any Other Applicable Information. The Contractor Shall Be Responsible For Ensuring That The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.
- Joints Shall Be Sealed At Their Design Widths, Dimension "X", Which Is Defined As The Actual Measured Joint Width. The Contractor Shall Be Responsible For Ensuring That The Joint Seal Is Properly Installed And Sealed On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Used For Design Detail Widths Less Than Seal Preparation Width. The Maximum Design Width For Joint Preparation, Installation Details, And Widths, Adhesive, Sealing Times, And Any Other Applicable Information Shall Be Provided At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

**\* NOTES:**

For Liberty Slab Barriers The Minimum Required Vertical Joint Seal Dimension For Post And Beam Barriers. The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-B169 REMOVAL OF EXISTING JOINT MATERIAL**

**Description:** Shall Include The Removal Of Material Associated With Armor Sliding Plates And Increase Expansion Joints, As Designated In The Detail Drawings Provided. Removal Of The Concrete Blockout Area Shall Be Absorbed Into Item 202-B169. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed 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. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed Under This Item Of Work Unless Otherwise Directed By The Engineer.

**907-809-4002 JOINT REPAIR**

**Description:** Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed Under This Item Of Work Unless Otherwise Directed By The Engineer. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed Under This Item Of Work Unless Otherwise Directed By The Engineer.

**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 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.

**907-823-4001 PREFORMED JOINT SEAL, TYPE I**

**Description:** Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed Under This Item Of Work Unless Otherwise Directed By The Engineer.

**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.

**907-823-4002 PREFORMED JOINT SEAL, TYPE II**

**Description:** Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris. The Contractor Shall Be Responsible For Ensuring That The Work Is Completed Under This Item Of Work Unless Otherwise Directed By The Engineer.

**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.

**ELASTOMERIC CONCRETE NOTES**

**907-824-PP001 BRIDGE REPAIR ELASTOMERIC CONCRETE**

**Description:** Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:

- Poly-Ton Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
- WedgeCrete II Manufactured By Wedson Bowmen Acme Corporation In Amherst, NY www.wedgeseal.com
- Dakcrete Elastomeric Concrete Manufactured By The D.S. Brown Company In North Baltimore, OH www.dsbrown.com

**Basis Of Payment:** The Accepted Quantities Will Be Paid For In Cubic Yards At The Contract Unit Price.

**GENERAL NOTES:**

- Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.
- No Change Of The Director Of Structures, State Bridge Engineer, Admin Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Safety Or Integrity Of The Structure. Work For Which No Day Item Is Provided In The 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-PP008 BRIDGE REPAIR ENDWALL REPAIR**

**Description:** Shall include the Work Necessary To Remove And Replace The Damaged Endwall, As Designed In The Detail Drawings Provided. Instead Of Limiting The Repair To The Damaged Section, The Specified Depth Of Endwall Shall Be Removed Along The Entire Width Of The Bridge Deck.

**Basis of Payment:** The Accepted Quantities Will Be Paid For In Linear Feet. 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 Painted With An Approved Epoxy Primer Designed To Bond New Concrete To Old.**

**New Concrete Shall Be High Early-Strength Bridge Concrete, As Follows:**

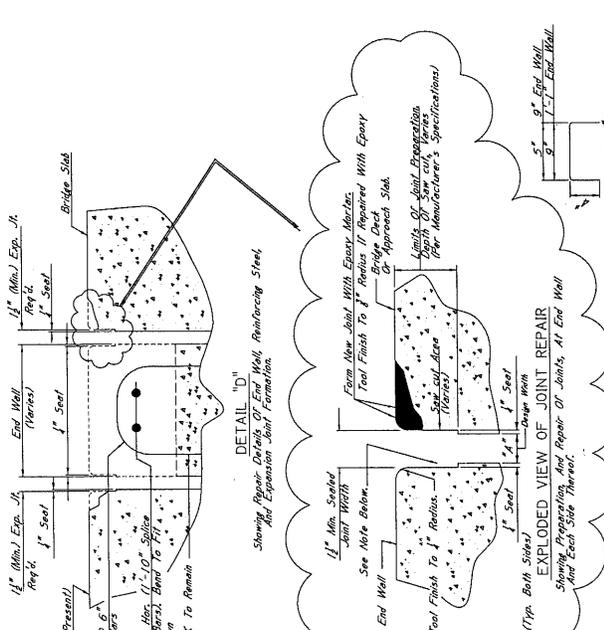
- The concrete mixture design shall be furnished by the Contractor for approval by the Engineer's Division. Mixture design parameters are as follows:
  - Required Strength: 2500 psi prior to release to traffic
  - Initial Air Content: 6 inches
  - Maximum Slump: 6 inches
- Non-chloride based accelerator 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 MCOI's Approved Products List and the manufacturer's recommendations shall be followed for the dosage rate.
- Curing is to be continuous with 2500 psi is attained. Traffic is to be allowed over the newly-laid repair section 90% of 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 by the Engineer's Division. Two cylinders are to be tested at 8, 16, and 24 hour concrete placement. The two remaining cylinders shall be used to determine the 28-day compressive strength of the concrete.
- The Removal Of Existing Expansion Material May Require Any Number Of The Pay Items Listed Below. Once The Expansion Device Is Identified, Refer To The Associated Items Of Work.

**REMOVAL OF EXISTING JOINT MATERIAL**

- 202-9169 SAW CUT, TYPE I
- 907-823-8001 SAW CUT, TYPE II
- 907-823-8002 SAW CUT, TYPE II
- 907-823-4001 PREFORMED JOINT SEAL, TYPE I
- 907-823-4002 PREFORMED JOINT SEAL, TYPE II

**GENERAL NOTES:**

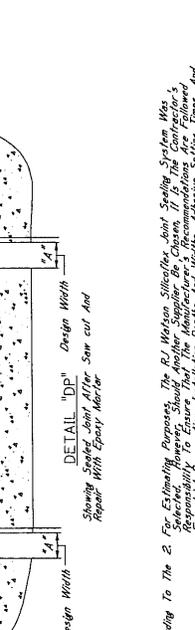
1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2011 Edition, Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
2. Minor Changes To Detail Of Design Or Construction Procedures Will Be The Cause For Contract Price Adjustment.
3. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered An Addendum To The Contract And Shall Therefore Be Constructed At Contractor's Risk.



EXPLODED VIEW OF JOINT REPAIR

\*NOTE: From Vertical Faces Of End Wall To Include 1\"/>

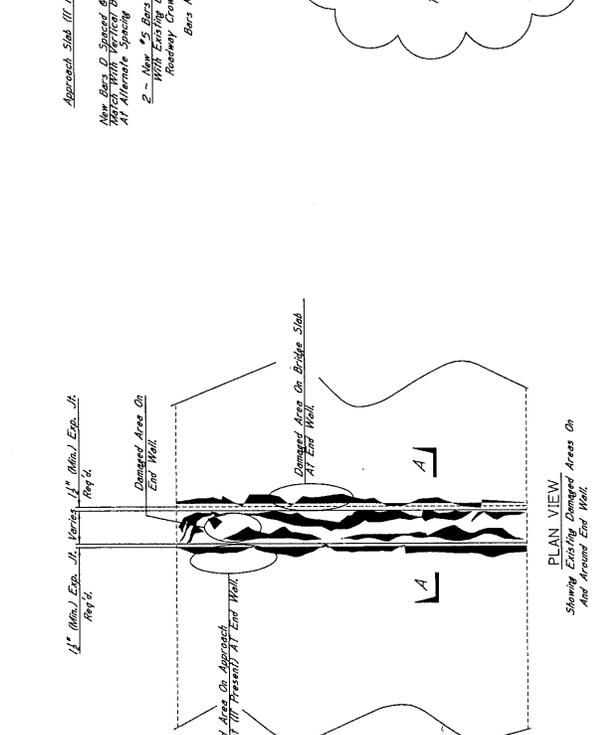
\*NOTE: Design Width "A" Is Defined As The Actual Measured Joint Width.



ELEVATION (SECTION A-A)

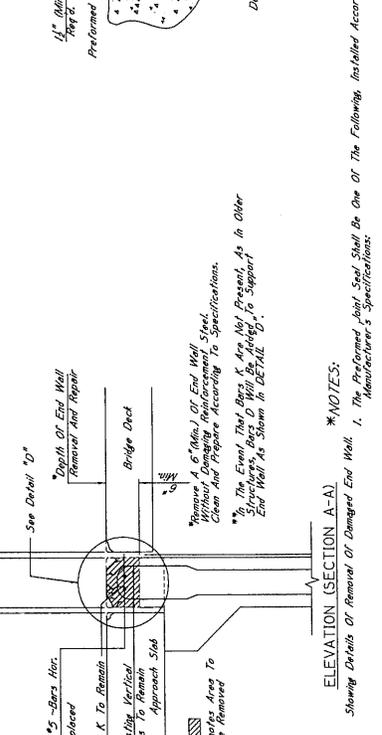
\*NOTE: 1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The 2. For Estimating Purposes, The R.J. Mason Sillicrete Joint Sealing System Was Selected. However, Show Another Supplier Be Chosen If In The Contractor's Best Interest. The Contractor Shall Obtain The Manufacturer's Approval For Joint Preparation, Installation Details And Widths, Adhesive Sealing Times, And Any Other Variance Between The Specifications And The Manufacturer's Recommendations 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 Measured Joint Width. The Contractor Shall Obtain The Manufacturer's Approval For Joint Preparation, Installation Details And Widths, Adhesive Sealing Times, And Any Other Variance Between The Specifications And The Manufacturer's Recommendations To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.



PLAN VIEW

Showing Existing Damaged Area On And Around End Wall.



ELEVATION (SECTION A-A)

\*NOTE: 1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The 2. For Estimating Purposes, The R.J. Mason Sillicrete Joint Sealing System Was Selected. However, Show Another Supplier Be Chosen If In The Contractor's Best Interest. The Contractor Shall Obtain The Manufacturer's Approval For Joint Preparation, Installation Details And Widths, Adhesive Sealing Times, And Any Other Variance Between The Specifications And The Manufacturer's Recommendations 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 Measured Joint Width. The Contractor Shall Obtain The Manufacturer's Approval For Joint Preparation, Installation Details And Widths, Adhesive Sealing Times, And Any Other Variance Between The Specifications And The Manufacturer's Recommendations To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

## **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.

Proposal(Sheet 2-1)

Desoto, Panola &amp; Tate

Bridge Preservation on I-55 from Batesville to Hernando, known as Federal Aid Project Nos. NHPP-9999-06(018) / 106720302, 106720303, &amp; 106720304 in Desoto, Panola, &amp; Tate Counties.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
<b>Roadway Items</b>					
0010	202-A001		1	Lump Sum	Removal of Obstructions
0020	202-B083		2,250	Square Yard	Removal of Concrete Slope Paving
0030	202-B126		3,328	Linear Feet	Removal of Fence, All Types
0040	202-B136		6,975	Linear Feet	Removal of Guard Rail
0050	202-B137		36	Each	Removal of Guard Rail Bridge Connector
0060	202-B148		38	Each	Removal of Guard Rail End Section, All Types
0070	203-I002		15,392	Square Yard	Site Grading
0080	209-A005		8,070	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0090	213-A001		5	Ton	Agricultural Limestone
0100	219-A001		872	Thousand Gallon	Watering (\$20.00)
0110	220-A001		9	Acre	Insect Pest Control (\$30.00)
0120	223-A001		9	Acre	Mowing (\$50.00)
0130	225-A001		9	Acre	Grassing
0140	234-A001		12,390	Linear Feet	Temporary Silt Fence
0150	237-A001		2,880	Linear Feet	Wattles, 12"
0160	246-A002		630	Each	Sandbags
0170	249-A001		225	Ton	Riprap for Erosion Control
0180	403-A003	(BA1)	1,510	Ton	12.5-mm, ST, Asphalt Pavement
0190	403-A015	(BA1)	542	Ton	9.5-mm, ST, Asphalt Pavement
0200	403-D007	(BA1)	968	Ton	9.5-mm, HT, Asphalt Pavement, Polymer Modified
0210	406-A002		17,997	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0220	606-B001		6,975	Linear Feet	Guard Rail, Class A, Type 1
0230	606-C001		38	Each	Guard Rail, Cable Anchor Type 1, Metal Post
0240	606-D005		36	Each	Guard Rail, Bridge End Section, Type A
0250	606-E005		18	Each	Guard Rail, Terminal End Section, Flared
0260	606-E007		20	Each	Guard Rail, Terminal End Section, Non-Flared
0270	607-A002		2,784	Linear Feet	60" Type "A" Woven Wire Fence, w/ Barbed Wire as Shown
0280	607-B001		400	Linear Feet	120" Type I Chain Link Fence, Class I
0290	607-G027		12	Each	Gate, 6' x 12' Aluminum
0300	618-A001		1	Lump Sum	Maintenance of Traffic
0310	619-D1001		337	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0320	619-D2001		5,252	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0330	619-E1001		18	Each	Flashing Arrow Panel, Type C
0340	619-F1001		11,868	Linear Feet	Concrete Median Barrier, Precast

Proposal(Sheet 2-2)

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
0350	619-F2001		11,868	Linear Feet	Remove and Reset Concrete Median Barrier, Precast	
0360	619-F3001		170	Each	Delineators, Guard Rail, White	
0370	619-F3002		126	Each	Delineators, Guard Rail, Yellow	
0380	619-G4001		108	Linear Feet	Barricades, Type III, Double Faced	
0390	619-G4005		240	Linear Feet	Barricades, Type III, Single Faced	
0400	619-G5001		480	Each	Free Standing Plastic Drums	
0410	619-G7001		38	Each	Warning Lights, Type "B"	
0420	620-A001		1	Lump Sum	Mobilization	
0430	626-A002		7,484	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Skip White	
0440	626-C001		7,484	Linear Feet	6" Thermoplastic Double Drop Edge Stripe, Continuous White	
0450	626-F002		7,484	Linear Feet	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow	
0460	627-K001		196	Each	Red-Clear Reflective High Performance Raised Markers	
0470	630-G003		18	Each	Type 3 Object Markers, OM-3L, Post Mounted	
0480	630-G007		18	Each	Type 3 Object Markers, OM-3R, Post Mounted	
0490	907-420-A001		194,400	Pounds	Undersealing Deep Injection	
0500	907-420-A002		117,000	Pounds	Undersealing Concrete Pavement	
0510	907-619-E3001		8	Each	Changeable Message Sign	
0520	907-687-A001		4	Each	Traffic Recorder Classification Permanent System	
0530	907-906001		520	Hours	Trainees (\$5.00)	
<b>ALTERNATE GROUP AA NUMBER 1</b>						
0540	304-F001	(GT)	1,008	Ton	3/4" and Down Crushed Stone Base	
<b>ALTERNATE GROUP AA NUMBER 2</b>						
0550	304-F002	(GT)	1,008	Ton	Size 610 Crushed Stone Base	
<b>ALTERNATE GROUP AA NUMBER 3</b>						
0560	304-F003	(GT)	1,008	Ton	Size 825B Crushed Stone Base	
<b>Bridge Items</b>						
0570	202-B026		70	Square Yard	Removal of Bridge Deck	
0580	907-202-B001		8,898	Square Yard	Removal of Bridge Deck, Hydrodemolition	
0590	907-202-B002		18	Each	Removal of Debris	
0600	907-804-O001	(S)	849	Cubic Yard	Bridge Deck Overlay Concrete	
0610	907-808-A002	(S)	996	Linear Feet	Joint Repair	
0620	907-823-A001		468	Linear Feet	Preformed Joint Seal, Type I	
0630	907-824-PP005		79	Cubic Feet	Bridge Repair, Epoxy Repair	
0640	907-824-PP006		82	Each	Bridge Repair, Clean Bent Caps	
0650	907-824-PP006		14	Each	Bridge Repair, Repair and Close Access Hatches	
0660	907-824-PP006		276	Each	Bridge Repair, Replacement Bearings	
0670	907-824-PP006		92	Each	Bridge Repair, Seismic Retrofit (Steel Bearing Extension-Type I)	
0680	907-824-PP006		18	Each	Bridge Repair, Temporary Shoring	

Section 905

NHPP-9999-06(018)/ 106720302000, NHPP-9999-06(018)/ 106720303000 &  
NHPP-9999-06(018)/ 106720304000

Proposal(Sheet 2-3)

Desoto, Panola & Tate

<b>Line no.</b>	<b>Item Code</b>	<b>Adj Code</b>	<b>Quantity</b>	<b>Units</b>	<b>Description</b>	<b>Fixed Unit Price</b>
0690	907-824-PP008		85	Linear Feet	Bridge Repair, Concrete Railing	
0700	907-824-PP008		1,072	Linear Feet	Bridge Repair, End Wall Repair	
0710	907-824-PP008		180	Linear Feet	Bridge Repair, Epoxy Crack Repair	
0720	907-832-PP003		15,392	Square Yard	Concrete Mat	

For Informational Purposes Only

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.					

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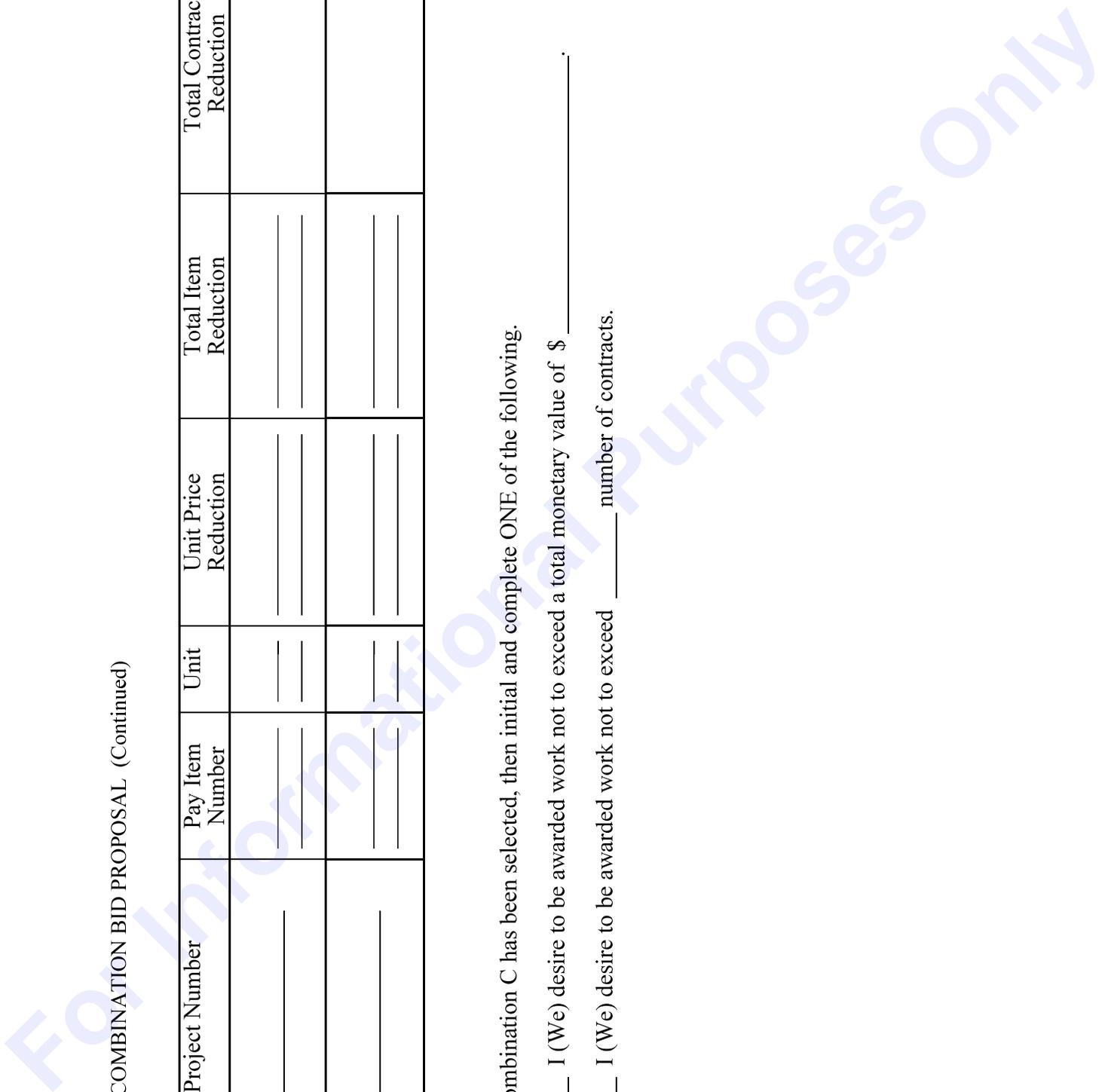
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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. **NHPP-9999-06(018)/ 106720302000, NHPP-9999-06(018)/ 106720303000 & NHPP-9999-06(018)/ 106720304000**

in **Desoto, Panola & Tate** 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 NHPP-9999-06(018)/ 106720302000, NHPP-9999-06(018)/ 106720303000 & NHPP-9999-06(018)/ 106720304000

LOCATED IN THE COUNTY(IES) OF Desoto, Panola & Tate

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: NHPP-9999-06(018)/ 106720302000, NHPP-9999-06(018)/ 106720303000 & NHPP-9999-06(018)/ 106720304000  
LOCATED IN THE COUNTY(IES) OF: Desoto, Panola & Tate

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 **Bridge Preservation on I-55 from Batesville to Hernando, known as Federal Aid Project Nos. NHPP-9999-06(018) / 106720302, 106720303, & 106720304 in Desoto, Panola, & Tate Counties.**

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)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

By: \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(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: **January 23, 2019**

Project No: **NHPP-9999-06(018)/ 106720302000, NHPP-9999-06(018)/ 106720303000 & NHPP-9999-06(018)/ 106720304000**

County: **Desoto, Panola & Tate**

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

