07 -



SM No. CIM0020020951

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

07

Mill & Overlay approximately 8 miles of I-20 from EB Rest Area to Newton County Line, known as Federal Aid Project No. IM-0020-02(095) / 107829301 in Scott County.

Project Completion: 133 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

SECTION 900

OF THE CURRENT
2017 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION TABLE OF CONTENTS

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PROJECT: IM-0020-02(095)/107829301 - Scott

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Progress Schedule

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)
01/29/2020 01:18 PM

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at <u>10:00 o'clock A.M.</u>, <u>Tuesday</u>, <u>February 25</u>, <u>2020</u>, from the Bid Express Service and shorty thereafter publicly read on the Sixth Floor For:

Mill & Overlay approximately 8 miles of I-20 from EB Rest Area to Newton County Line, known as Federal Aid Project No. IM-0020-02(095) / 107829301 in Scott County.

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

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

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

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

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.

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

SECTION 904 - NOTICE TO BIDDERS NO. 1 CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 2 CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY

IM-0020-02(095) 107829-301000 Scott County

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR IM-0020-02(095) 107829-301000 Scott County May 21, 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 IM-0020-02(095) 107829-301000 Scott County May 21, 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.

Inter-Departmental Memorandum

TO:

Trudi Loflin **ROW Division**

DATE: May 21, 2018

FROM:

Christopher M. Nail District Five CMA

SUBJECT OR PROJECT NO: IM-0020-02(095) / 107829-301000 **ROW Certification Documents**

COUNTY: Scott

INFORMATION COPY TO:

Project File

District Status Report

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

CMN:cmn

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor FMS Construction Project No: 107829-301000 External ROW No: IM-0020-02(095)

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

NA

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.

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

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

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

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

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

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg frm wghts/bridge formula all rev.pdf

An on line BRIDGE FORMULA WEIGHTS CALCULATOR is available at

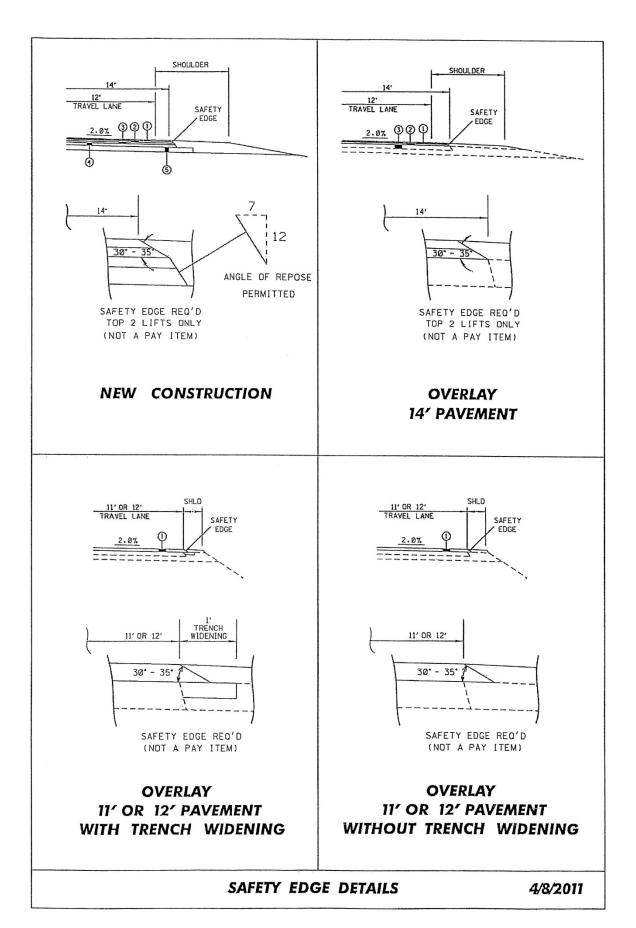
http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

SECTION 904 - NOTICE TO BIDDERS NO. 13 CODE: (IS)

DATE: 03/01/2017

SUBJECT: Safety Edge

Bidders are hereby advised that the Shoulder Wedge (Safety Edge) specified in Section 401, Asphalt Pavements, shall only apply to the top two (2) lifts of asphalt. Open Graded Friction Courses (OGFC) are not to be considered a lift as it pertains to safety edge. Attached is a drawing showing the safety edge. Note that the shoulder dimensions in the bottom two drawings will be less than three feet (3').



CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 113

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

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.

CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 401

DATE: 09/12/2017

SUBJECT: Standard Drawings

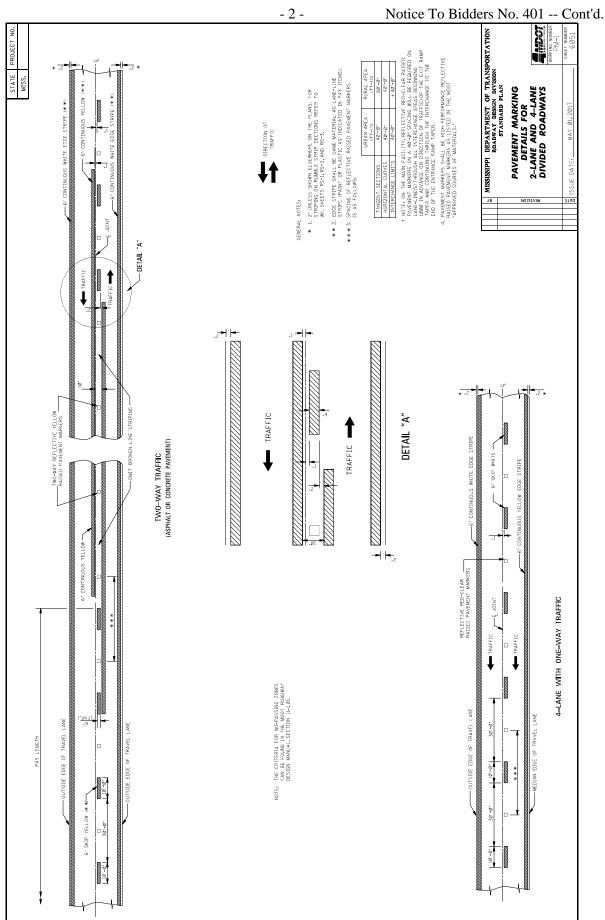
Standard Drawings attached hereto shall govern appropriate items of required work.

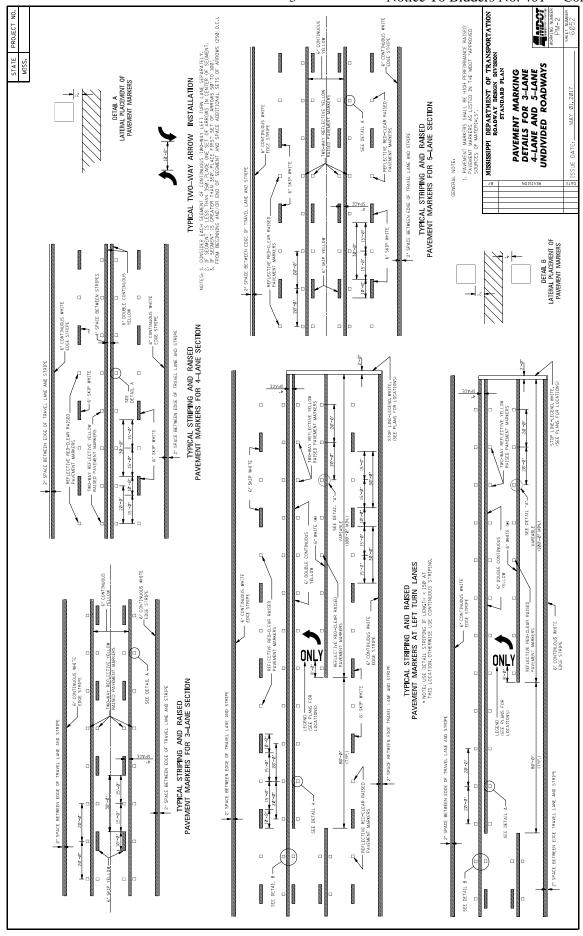
Larger copies of Standard Drawings may be purchased from:

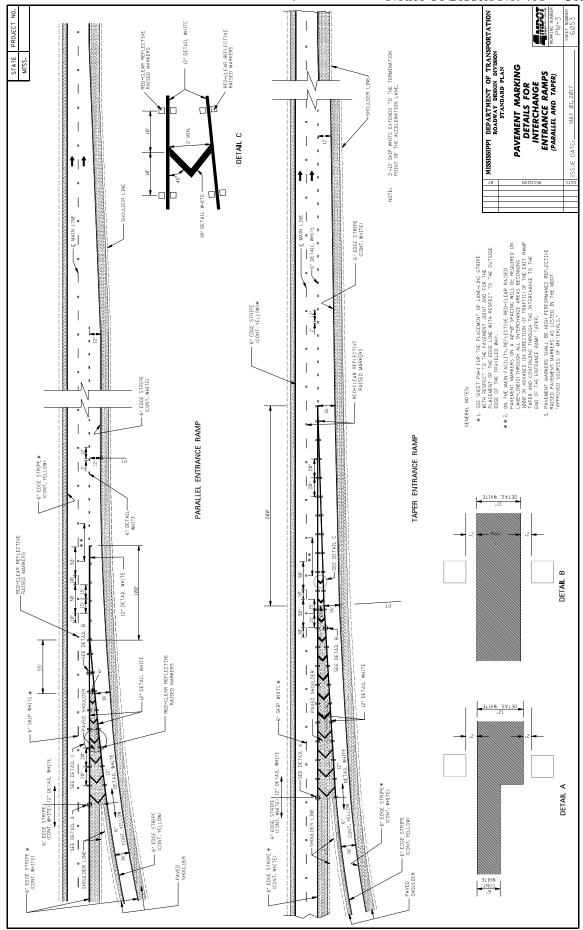
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

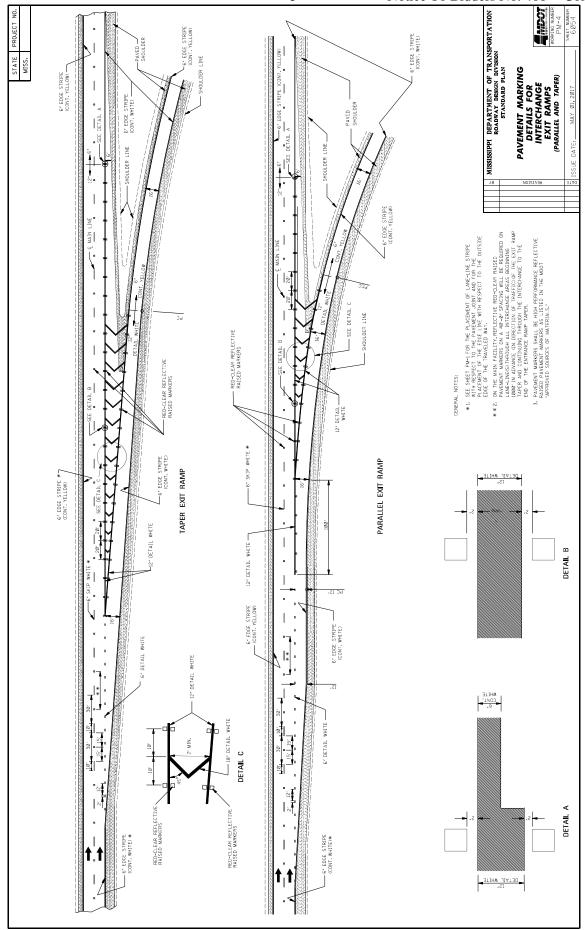
or FAX: (601) 359-7461

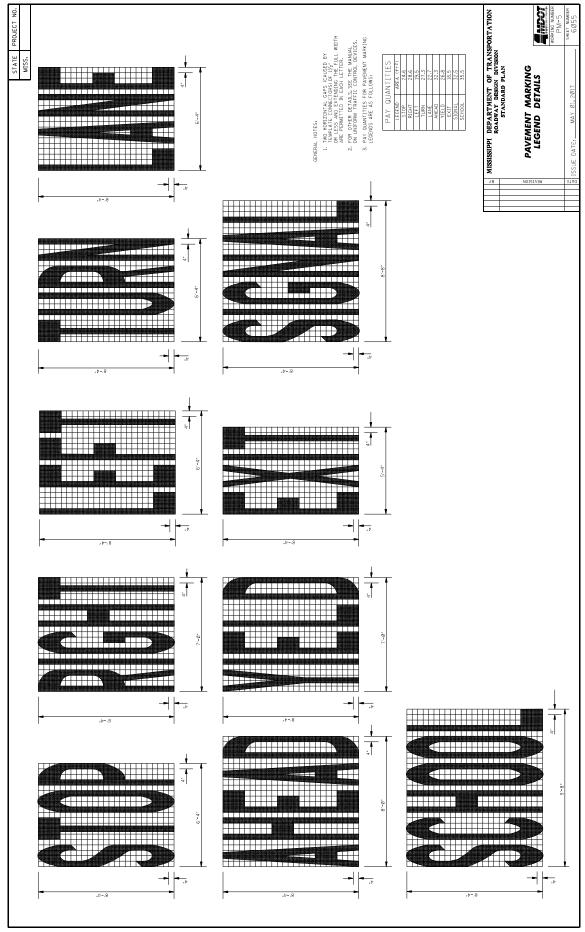
or e-mail: plans@mdot.state.ms.us

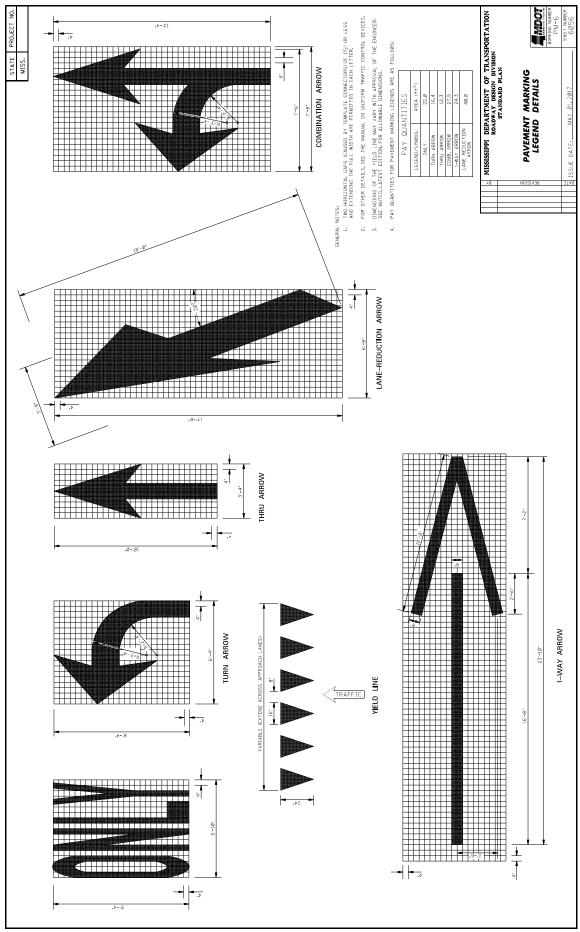


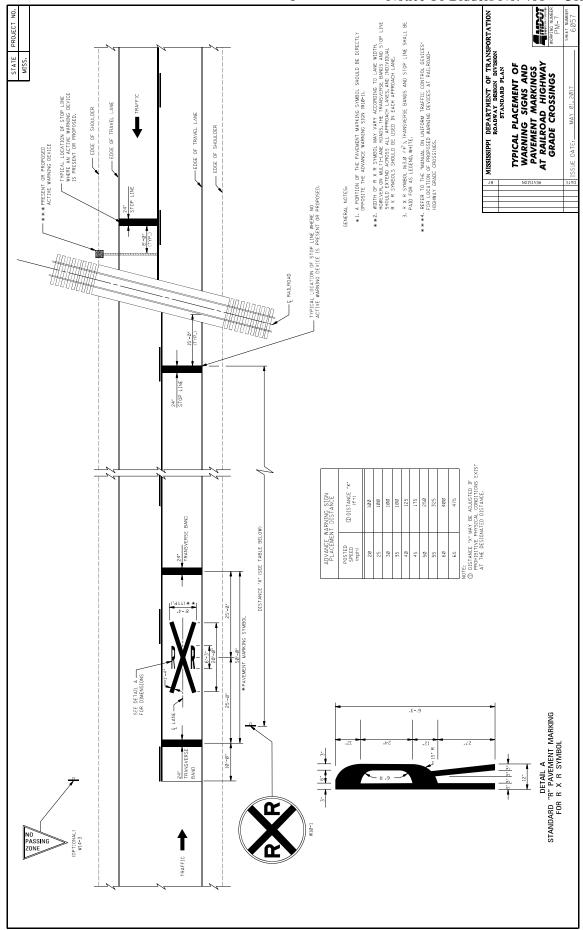


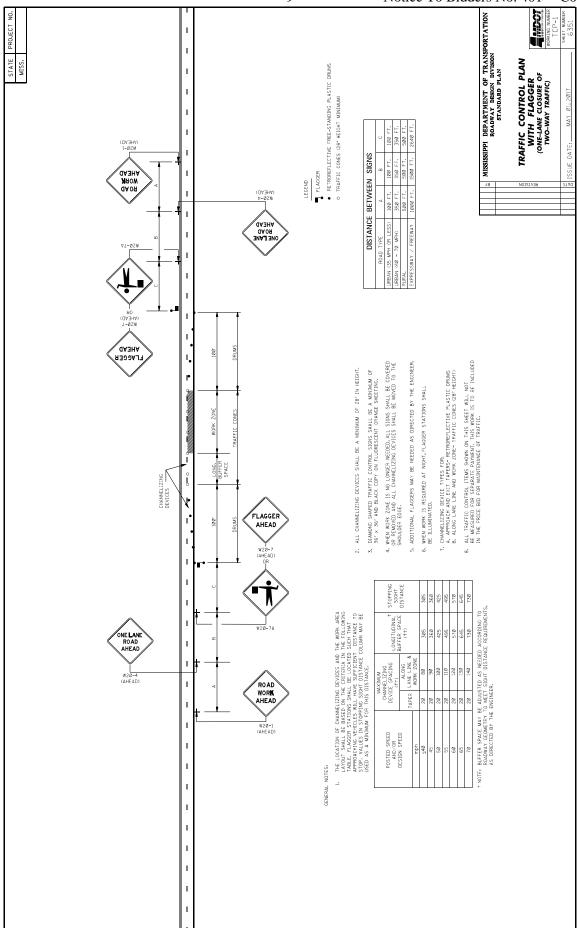


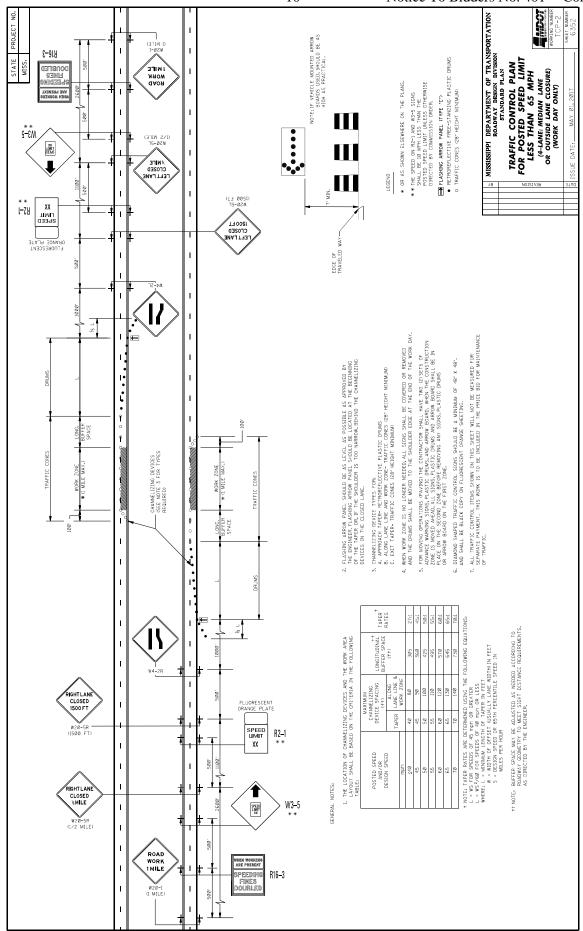


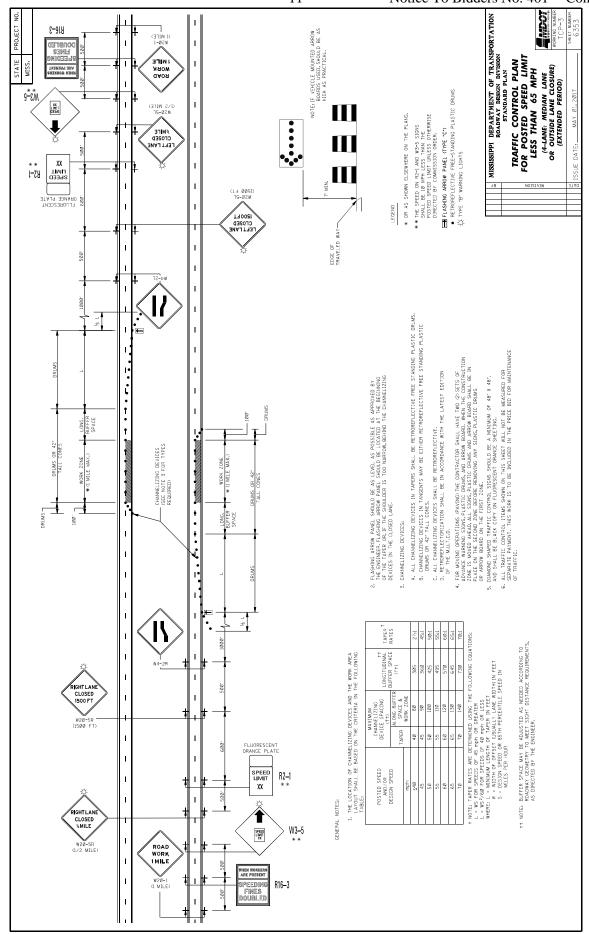


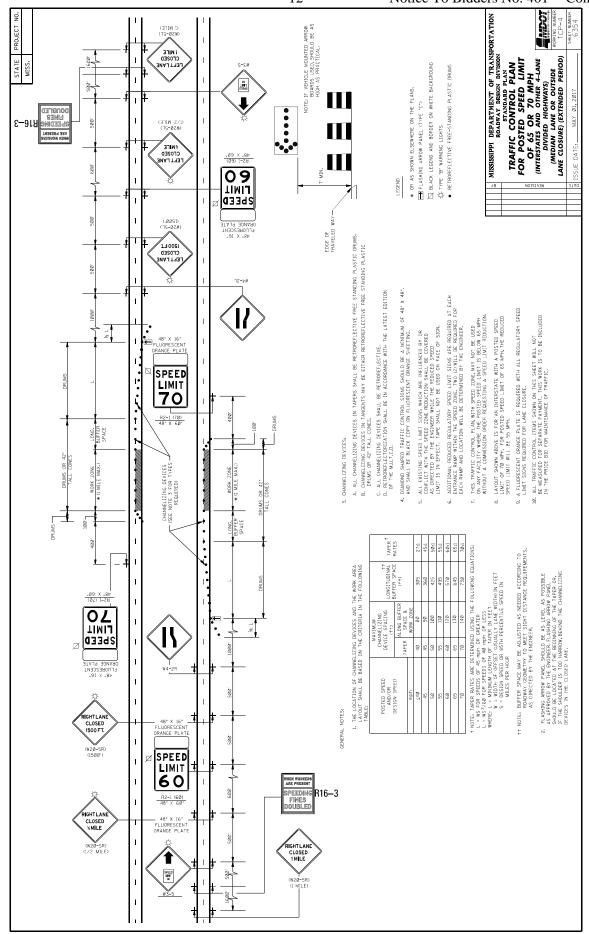


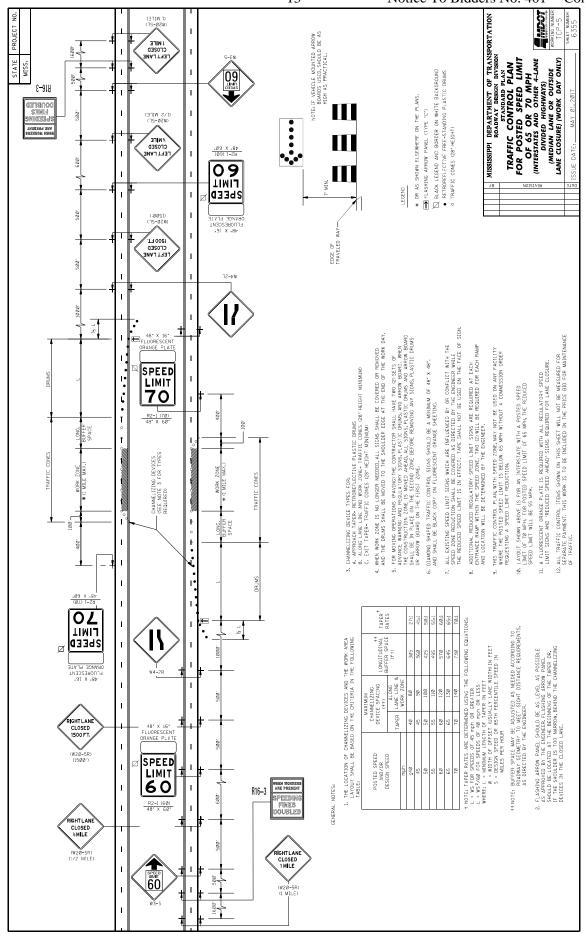


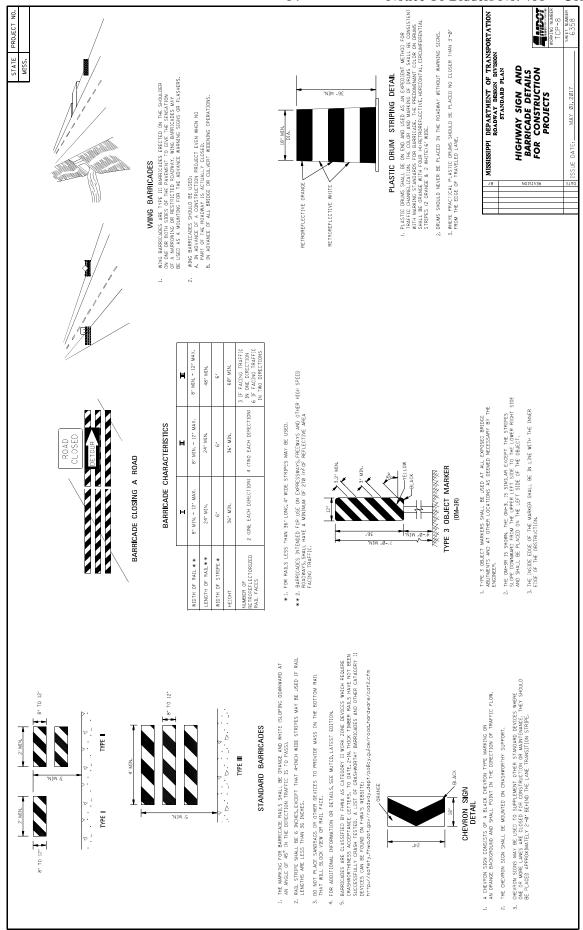


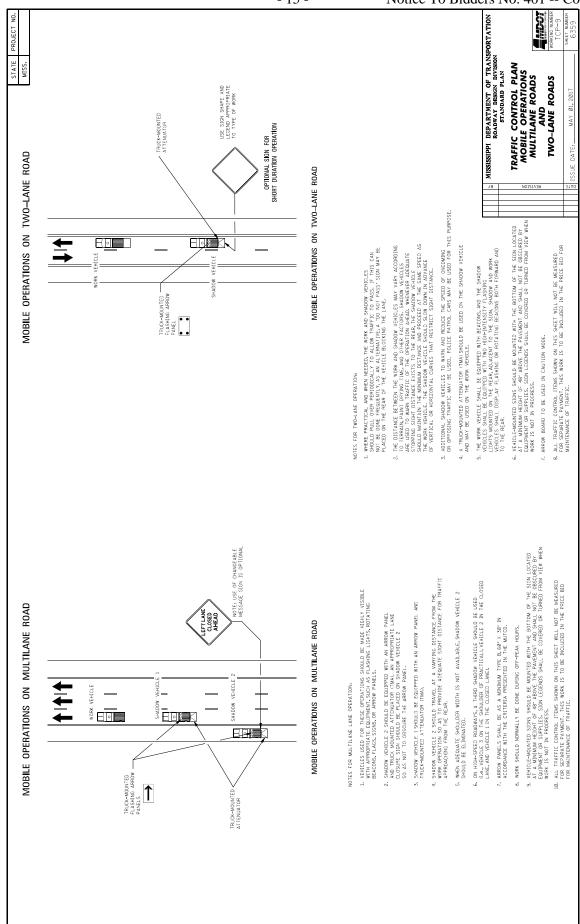


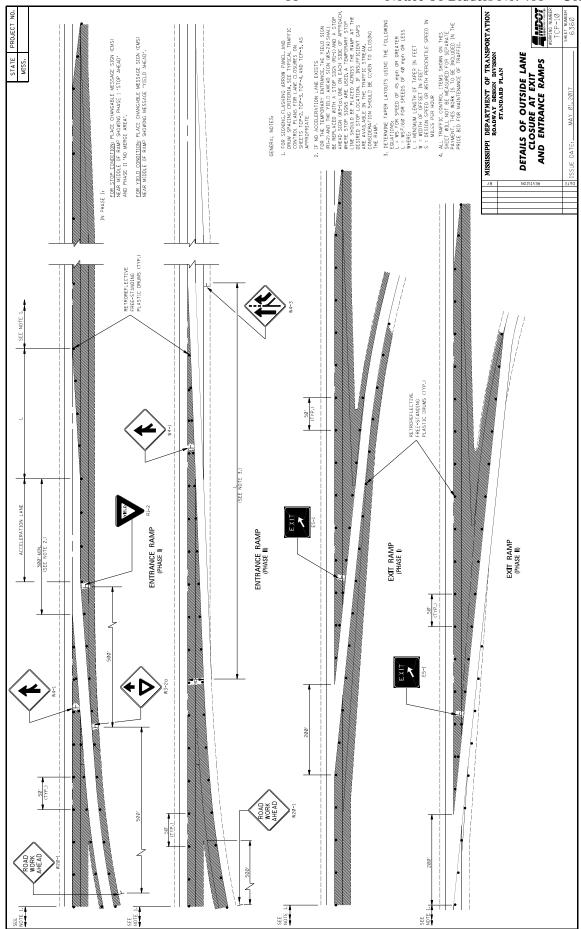


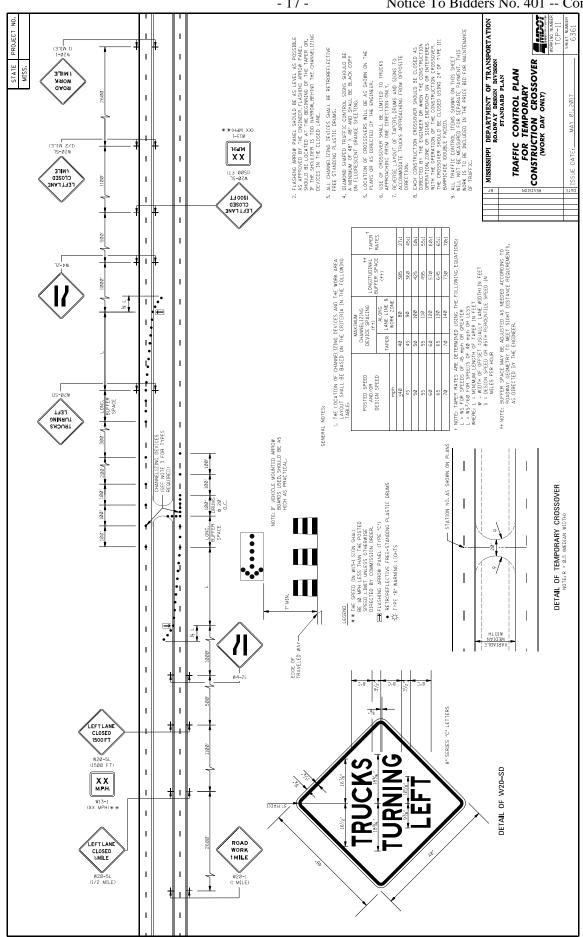


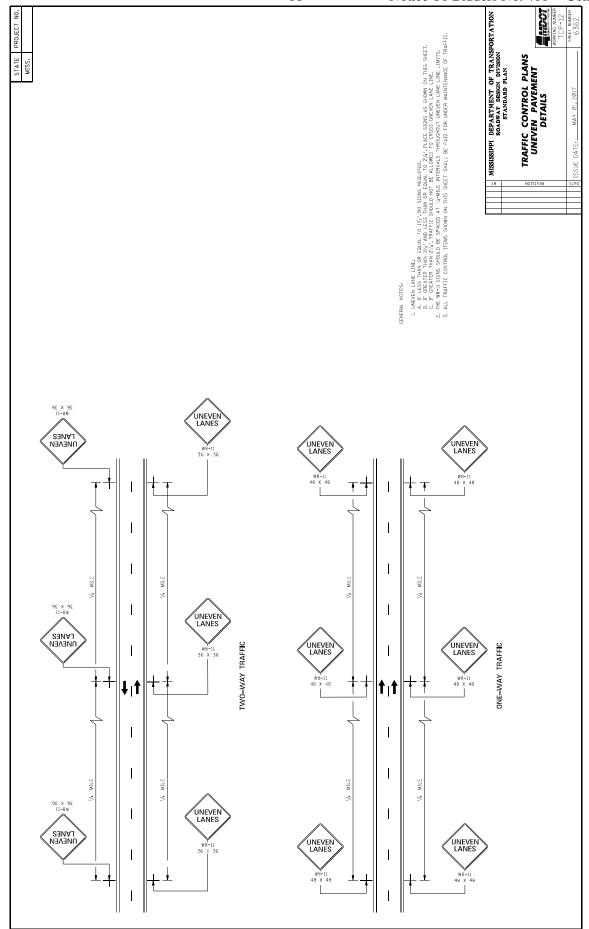


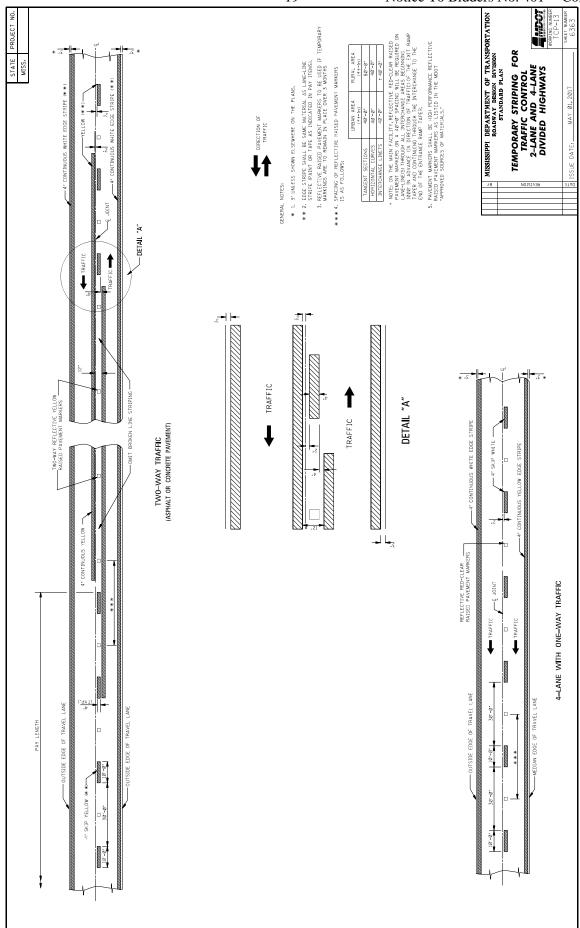


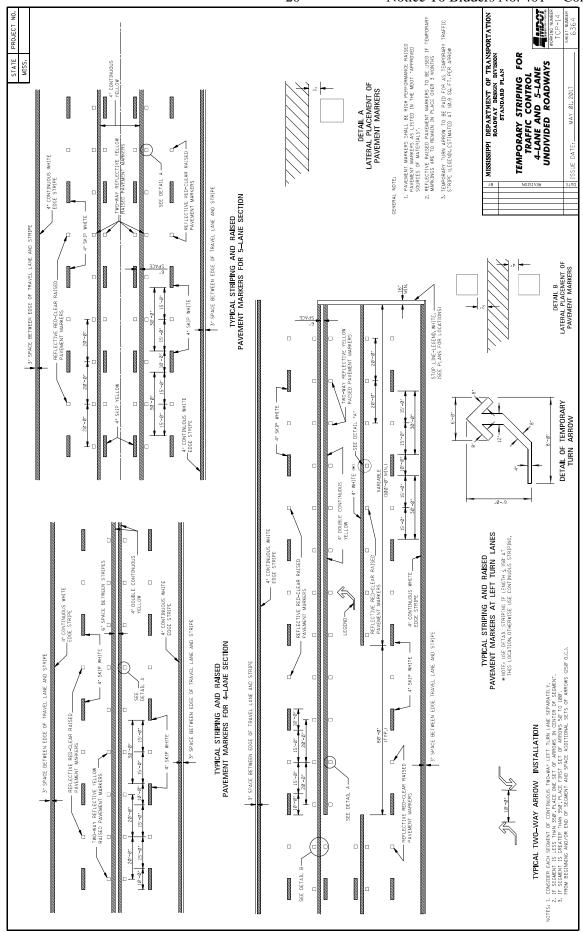


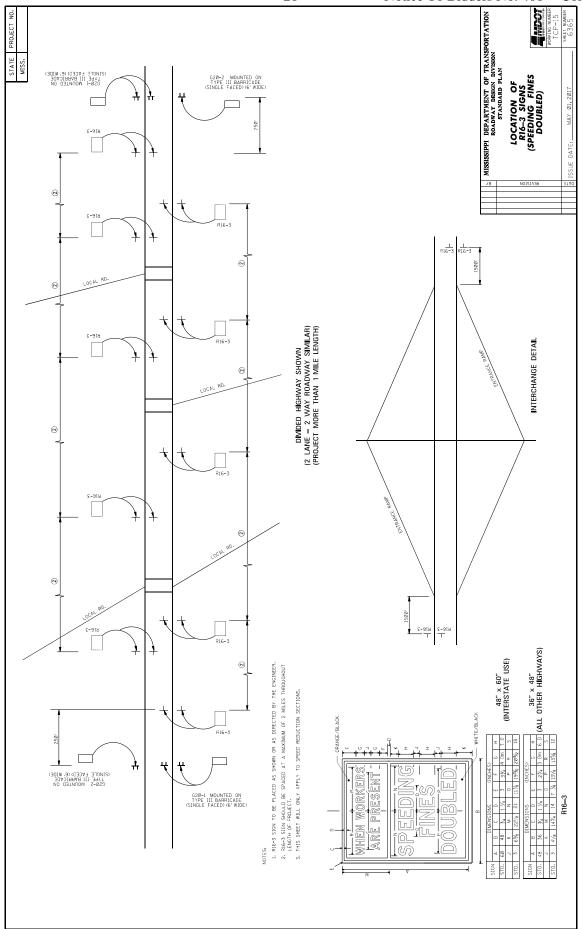


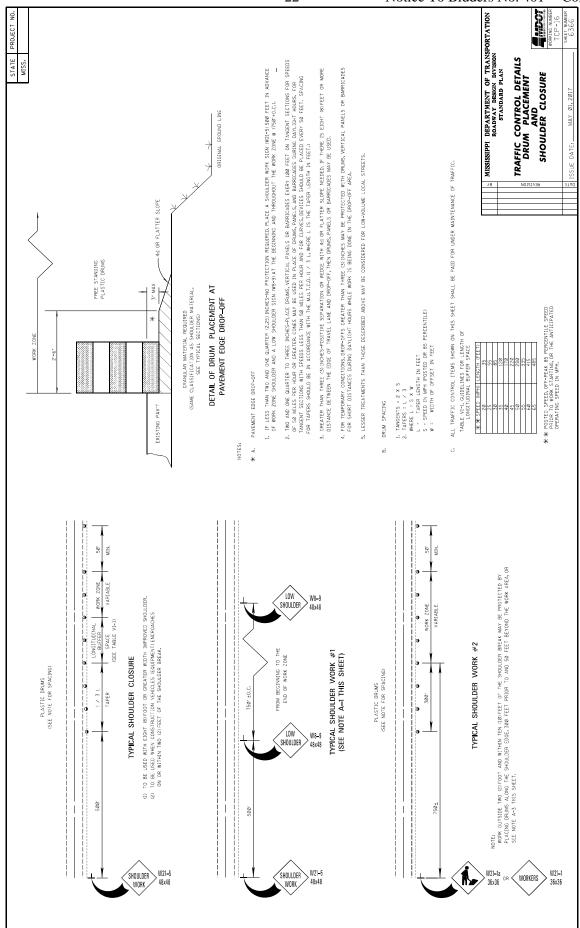


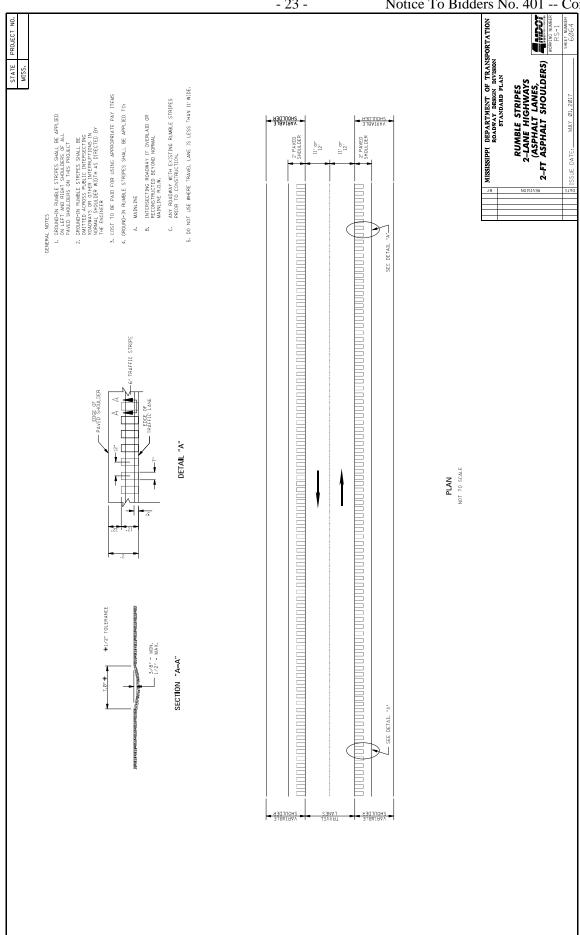


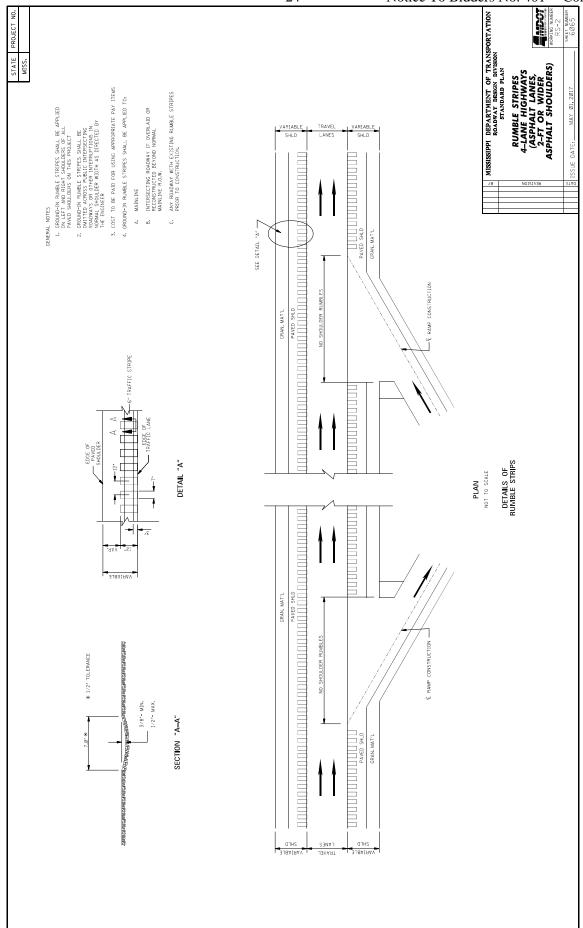


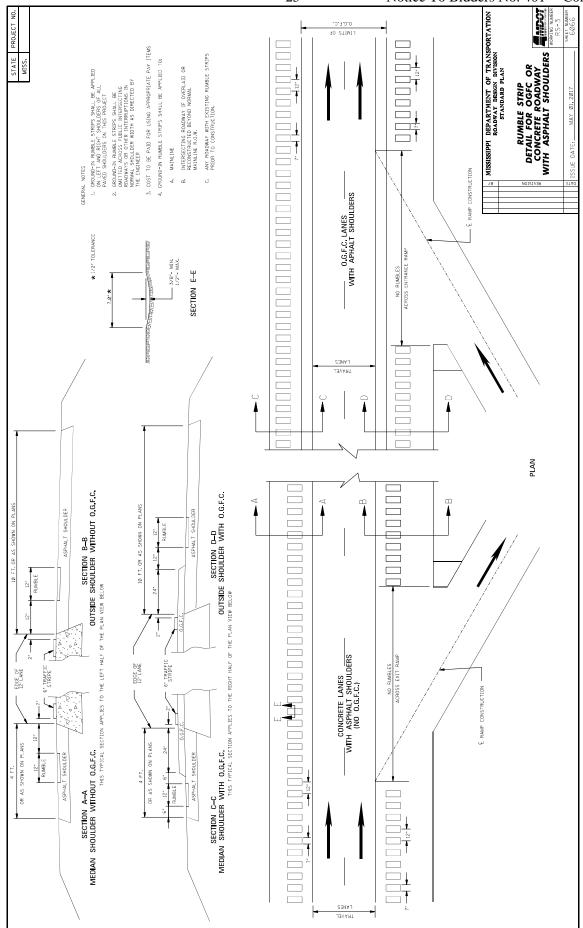












SECTION 904 - NOTICE TO BIDDERS NO. 445 CODE: (SP)

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.**

SECTION 904 - NOTICE TO BIDDERS NO. 446 CODE: (SP)

DATE: 10/18/2017

SUBJECT: Traffic on Milled Surface in Urban Areas

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

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>	Subsection	Change
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."

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 <u>MUST</u> be registered, active, and have no active exclusions in the System for Award Management.

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.

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.

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.

SECTION 904 - NOTICE TO BIDDERS NO. 1963 CODE: (SP)

DATE: 9/23/2019

SUBJECT: Guardrail Pads

Bidders are hereby advised that prior to construction of the guardrail pads, the Contractor shall coordinate with the guardrail Subcontractor to determine the guardrail pad dimensions necessary to meet MASH compliance.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2061

DATE: 11/05/2019

SUBJECT: Reflective Sheeting for Signs

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting,
 and
- All white, yellow, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

SECTION 904 - NOTICE TO BIDDERS NO. 2144 CODE: (SP)

DATE: 1/22/2020

SUBJECT: Contract Time

PROJECT: IM-0020-02(095) / 107829301 -- Scott 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 <u>March 12, 2020</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>April 9, 2020</u>.

Should the Contractor request a Notice to Proceed earlier than <u>April 9, 2020</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

All requests for an early Notice to Proceed shall be sent to the Project Engineer who will forward it to the Contract Administration Division.

<u>133</u> Working Days have been allowed for the completion of work on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 2145

DATE: December 9, 2019 SUBJECT: Specialty Items

PROJECT: IM-0020-02(095)/107829301 - SCOTT

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

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0120	216-A001	Solid Sodding

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0390	606-B003	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
0400	606-B011	Guard Rail, Class A, Type 1, Thrie Beam, Metal Post
0410	606-B013	Guard Rail, Class A, Type 1, Thrie Beam, Transition Section
0420	606-C001	Guard Rail, Cable Anchor Type 1, Metal Post
0430	606-D023	Guard Rail, Bridge End Section, Type I, Metal Post
0440	606-E005	Guard Rail, Terminal End Section, Flared

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0270	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0570	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0580	626-B002	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0590	626-E001	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0600	626-G004	Thermoplastic Double Drop Detail Stripe, White
0610	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow
0620	626-H001	Thermoplastic Double Drop Legend, White
0630	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0640	627-K001	Red-Clear Reflective High Performance Raised Markers
0650	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0660	630-F006	Delineators, Guard Rail, White
0670	630-F007	Delineators, Guard Rail, Yellow

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0680	630-G003	Type 3 Object Markers, OM-3L, Post Mounted
0690	630-G007	Type 3 Object Markers, OM-3R, Post Mounted

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0460	619-A1001	Temporary Traffic Stripe, Continuous White
0470	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0480	619-A3001	Temporary Traffic Stripe, Skip White
0490	619-A5001	Temporary Traffic Stripe, Detail
0500	619-A6001	Temporary Traffic Stripe, Legend
0510	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0520	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0530	619-D3001	Remove and Reset Signs, All Sizes
0540	619-G4001	Barricades, Type III, Double Faced
0550	619-G4005	Barricades, Type III, Single Faced
0700	907-619-E3001	Changeable Message Sign

CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 2146

DATE: 12/03/2019

SUBJECT: Scope of Work

PROJECT: IM-0020-02(095) / 107829301 -- Scott County

The contract documents do not include an official set of plans, but may by reference include some Standard Drawings or Special Drawings. All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

Work on this project shall consist of the following:

Mill and overlay approximately 8 miles of existing asphalt pavement on I-20 in Scott County. The BOP is 0.26 miles east of SR 501 and the EOP is at the Scott/Newton County Line.

The existing pavement consists of 16" to 19" of asphalt in the eastbound lanes and 11" to 12" of asphalt in the westbound lanes with 8" CRCP underneath the asphalt and six inches (6") of cement-treated granular material base underneath the CRCP in both the eastbound and westbound lanes.

Construction signage shall be installed as per the detail sheets included prior to the beginning of work.

The existing asphalt roadway and inside paved shoulders shall be fine milled 2"and the existing outside paved shoulders shall be fine milled 1". The outside lane shall be milled and paved 14' to account for the future OGFC lift. Any drop off or drainage issues caused during milling and paving operations shall be corrected by the Contractor. Drop offs shall be addressed as per Standard Drawing TCP-16. The mainline and inside shoulders shall be overlaid with 1½" of 9.5-mm SMA asphalt. The outside shoulder shall be overlaid with 1½" of 9.5-mm, ST, asphalt. The travel lanes shall then be overlaid with 1" of OGFC, 9.5-mm mixture, with the width being two feet (2') outside the travel lanes. Joint sealant is required on the SMA lift of asphalt and will be paid using the appropriate pay item. A one-hundred-fifty foot (150') milled transition shall be constructed at the asphalt pavement tie in locations at the BOP and the EOP for the OGFC lift. This milled transition shall be installed once the OGFC phase has started and shall be maintained by the Contractor. Paper joints and shoulder drains are to be installed and maintained as required.

The crossovers shall be fine milled 2" and then overlaid using $1\frac{1}{2}$ " of 9.5-mm, HT, asphalt. This shall be done before the mainline milling/overlaying process.

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Traffic on the milled surface shall be limited to five (5) days. The Contractor will be assessed a penalty of \$5,000 per calendar day afterwards until the milled surfaces are covered with the next lift of asphalt.

Any concrete failed areas in the travel lanes are to be removed and repaired with 8-inch reinforced cement concrete pavement as per the attached drawing. The concrete pavement failures are to be removed by saw cutting and excavating the failed material. Any failures in the cement treat base are to be removed and replaced with Class "C" concrete. Payment will be made under pay item 503-D: Concrete for Base Repair. Asphalt pavement shall be replaced using 19-mm, HT, asphalt in 3½" lifts and shall be placed prior to opening the area to traffic. A table showing the location of the failed concrete areas is attached. No other concrete failed area repairs shall be added without the approval of the Engineer.

A table showing locations of underlying problems with the CRCP has been included. The following sequence of operations will be used to correct the underlying CRCP problems: Fill voids under the CRCP, joints at the centerline of the CRCP, and joints at the edge of pavement between the CRCP and the soil cement-treated shoulder by pressure grouting. After pressure grouting, mill and replace the asphalt over the joint to a maximum depth of six inches (6") per attached detail. After milling and prior to replacement, if there is any remaining depth of asphalt over the joint, repair any failed asphalt by removing all loose/broken pieces. Replacement of milled area and any repair areas are to be made with 19-mm, HT, asphalt back to existing finish grade.

The existing sections of failed shoulder shall be removed and the underlying material excavated to a 3" depth and replaced with 19-mm, HT, asphalt. The removal of the existing shoulder material shall be an absorbed pay item and will be treated as described in paragraph 14 of the General Notes. The existing failed sections are listed in an attached table. The existing failed sections of asphalt shoulder shall be repaired before the milling and overlaying operations. The removal of the existing asphalt shoulder shall be paid using pay item 202-B: Removal of Asphalt Pavement, Failed Areas and pay item 503-C: Saw Cut, Full Depth.

Exit 96 Crossing Route Reconstruction

The pavement on crossing route at Exit 96 (Lake-Norris Road/Steve Lee Drive) will be reconstructed. The existing concrete islands will be removed and replaced with asphalt pavement. The existing pavement structure and shoulders will be removed and replaced as described below. The existing guardrail will be removed and replaced as required. Prior to commencing work, the Contractor shall submit a traffic control plan detailing the method of maintaining the flow of traffic during construction. The traffic control plan must be approved in writing before work begins. During this work, the following items shall be controlling parameters:

- 1) crossing route will remain open,
- 2) I-20 ramps will remain open,
- 3) any temporary signs/barricades, warning lights, light plants, and miscellaneous traffic control devices (CMS will be paid for.) required to maintain traffic (including Stop and Yield signs) will be included in the cost of Maintenance of Traffic,

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- 4) the Contractor should only remove an area that can be replaced during a day's run,
- 5) placement of the top lift of asphalt may be delayed until the reconstruction is complete; however, any damage sustained by the delay of placement will be corrected by the Contractor at no additional cost to the State,
- 6) temporary pavement wedges are required anywhere that traffic is expected to cross a construction joint,
- 7) guardrail is to be installed prior to opening the reconstructed lane to traffic,
- 8) placement of shoulder material is to be placed prior to opening the reconstructed lane to traffic (subject to the applicable provisions in the Standard Specifications), and
- 9) night work will be permitted for this work and is subject to the applicable provisions in the Standard Specifications.

The crossing route located at Exit No. 96 shall be reconstructed using the following sequence of operations: Reconstruction will be done for the crossing route mainline pavement within the State-maintained area of the roadway (E.O.M. signs in place marking right-of-way limits.) Removal of curbs/islands and replacing with asphalt shall be the first item of work on the reconstruction phase. The concrete islands on the crossing route located at Exit No. 96 shall be removed and the underlying material excavated to a depth of 16" below the roadway. The structure shall then be replaced with the following: 11/2" of 9.5-mm, HT, asphalt, 21/2" of 12.5mm, HT, asphalt, 3" of 19-mm, HT, asphalt, 3" of 19-mm, ST, asphalt, 6" of crushed stone base with geotextile underneath. A striped island shall then be installed at the locations of the removed islands. Any sign foundations in the concrete islands shall be removed and the cost associated with this shall be in other items bid. Remove existing pavement structure and subgrade, as required, to an approximate depth of 15.5" and replacing with an 8-inch crushed stone base layer over Geotextile Type V fabric, a 6" (2 @ 3") layer of 19-mm, HT, asphalt, and a 1½" layer of 9.5-mm, HT, asphalt. A table showing centerline and edge of pavement profile grades is attached. Remove/replace guardrail and shoulder material as required. See applicable typical section for further details. The contractor shall submit a sequence of operations and a traffic control plan detailing the method of maintaining the flow of traffic during construction. No work will be allowed until the plan has been reviewed and approved by the Engineer. See applicable typical section for further details.

The interchange ramps shall be fine milled 2" and overlaid with 1½" of 9.5-mm, HT, asphalt. The outside shoulders shall be widened from 10' to 12' by trench widening (2' wide x 6" deep) with two 3" lifts of 19-mm, HT, Trench Widening Asphalt and tying in with the top lift of 1½" of 9.5-mm, HT, asphalt. The existing shoulder material that is bladed back from the existing pavement edge shall be used to bring the shoulder back to grade after the trench widening procedure. If needed and only as directed by the Engineer, Class 5 Group C granular material shall be used to supplement the existing shoulder material that is bladed back from the existing pavement edge and reused to bring the shoulder back to grade.

It is the desire of MDOT to accomplish the pavement reconstruction along the crossing route at Exit 96 in the shortest duration possible. MDOT will allow the Contractor to work 24 hours per day and 7 days per week to accomplish this goal. Any portion of the roadway not completed and opened to traffic shall be manned with proper traffic control such that 2-way traffic flow may be maintained. Lighting plans for night work as described in Section 680 will be required should

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the Contractor work after dark. The Contractor may also employ temporary traffic signals. These items should be listed and described in the Traffic Control Plan and Sequence of Operations. Separate payment will not be made for portable construction lighting or temporary traffic signals.

GENERAL NOTES

Granular material, Class 5 Group C, shall be used to bring roadway shoulders to grade. It is not anticipated that granular material will be required throughout the length of the project but only in areas deficient of shoulder material and as directed.

Existing guardrail, terminal end sections, and bridge end sections with the exception of the bridge end sections on the overhead bridges shall be removed and replaced with new guardrail, terminal end sections, and bridge end sections. All guard rails, including rail, terminal end sections, bridge end sections, and metal posts will become property of MDOT and shall be delivered by the Contractor to the Newton Maintenance Headquarters located at 7759 Highway 80 West Newton, MS. The Contractor shall give sufficient advance notice to ensure that MDOT Maintenance personnel will be on hand to direct the delivery. Concrete anchors, wooden posts, wooden rails will become the property of the Contractor and will be removed from the Project Site. The Contractor shall not damage or disturb the existing guardrail or posts during the grading or the paving operation. This work shall consist of the following sequence of operations: removal of the existing guardrail and posts, construction of new guardrail pads, and installation of the new guardrail. All guardrail removed is to be replaced the same day and prior to reopening the adjacent lane of traffic. Voids created by removal of posts, concrete anchors, footings, etc. shall be backfilled and tamped in accordance with Section 203 of the Standard Specifications. The guardrail pads shall be constructed using 12.5-mm, HT, asphalt and shall be four inches (4") thick. The cost of the removal of guardrail delineators and object marker signs shall be included in other items bid. Should any of the existing curb underneath the guardrail on the bridge no. 96.6 be damaged, the damaged sections shall be repaired using pay item 221-A: Concrete Paved Ditch. This pay item will also be used to repair existing sections of the damaged curb and to place concrete around the guardrail posts in the curb sections.

The two overhead bridges (No. 94.5 & 96.6) shall have the existing cold plastic stripe removed and replaced with thermoplastic stripe. The two bridges shall then be swept off and cleaned at the end of the project to remove any existing debris plus any debris accumulated from construction activities. The sweeping and cleaning of bridges shall be absorbed in other items bid.

The maximum length of lane closures shall be three miles with at least one mile between lane closures.

Edge drains shall be placed on the project according the attached table of locations. This procedure shall be performed after the pavement/shoulder failure repair, pressure grouting procedure, etc. and prior to the milling and overlaying operations. After installation of the edge drains, 19-mm, HT, asphalt shall be used to bring the shoulder trench to grade.

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A paved flume shall be added in the eastbound lane at station 1116+91 and at station 1113+69 in the westbound lane. Any excess material generated from the installation of the paved flumes shall be an absorbed pay item and will be treated as described in paragraph 14 of the General Notes.

Milling, repair of failed areas, paving or other work requiring asphalt mixture may not commence until an **approved** asphalt mix design has been received, nor until such time that, in the opinion of the Engineer, weather conditions have been consistently suitable enough to allow placement of the asphalt pavement after the milling operations.

Milling and paving operations shall be performed such that a -2% slope from centerline is provided in normal crown roadway sections. Superelevation through curves shall be maintained as it currently exists or improved as directed.

Temporary asphalt joints (aka paper joints) shall be constructed at the end of each day's milling operations where the milled surface joins the existing asphalt pavement surface. Paper joints shall be a minimum of nine feet (9') feet in length and for the full width of the milled surface. Paper joints shall be adequately maintained.

The Contractor is responsible for providing shoulder drainage outlets as applicable in milled areas. Payment for these outlets shall be included in the bid price for the milling of bituminous pavement.

The Reclaimed Asphalt Pavement (RAP) material removed by the milling operation shall become the property of the Contractor with the exception of 10,000 tons or 50% of the total anticipated quantity, whichever is less, and shall be delivered to the MDOT Milling Stockpile located 0.25 miles west of the Kalem Maintenance Office on US 80 in Scott County. Sufficient advance notice shall be given to ensure that MDOT Maintenance personnel will be on hand to direct the delivery. The Contractor shall also provide MDOT with an operator and the necessary equipment to stockpile the delivery. The cost of which shall be absorbed.

Potholes that may exist or occur in the existing pavement are to be patched in a timely manner. Patching of potholes shall be considered an absorbed item.

Where applicable the existing shoulders are to be raised to match the new pavement elevation by placing variable depth Granular Material (Class 5, Group C) on the existing shoulders. Placement of the granular material on the finished asphalt course shall not be permitted. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%). Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum depth and width of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%). The cost of blading will be an absorbed item and is not to be included in the price of pay items bid.

Removal of the existing shoulder material shall be coincident with the milling/overlaying operation to prevent the possible ponding of water. No payment will be made for blading or removal of the existing shoulder material. Any material excavated from the existing shoulder

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shall be used to raise the existing shoulder to match the new pavement elevation and any surplus material shall be spread along the edge of the shoulders, fore slopes, or other adjacent areas as directed by the Engineer and will be an absorbed item. Material which cannot be placed in adjacent areas and deemed to be excess excavations by the Engineer will be an absorbed item.

Temporary stripe will be required immediately after milling and overlaying and prior to opening the area to traffic. Temporary stripe is to be placed in the same location and layout as permanent stripe.

All permanent striping will be thermoplastic. The width of the permanent stripe will be six inches (6"). Rumble stripe shall be placed according to the attached standards.

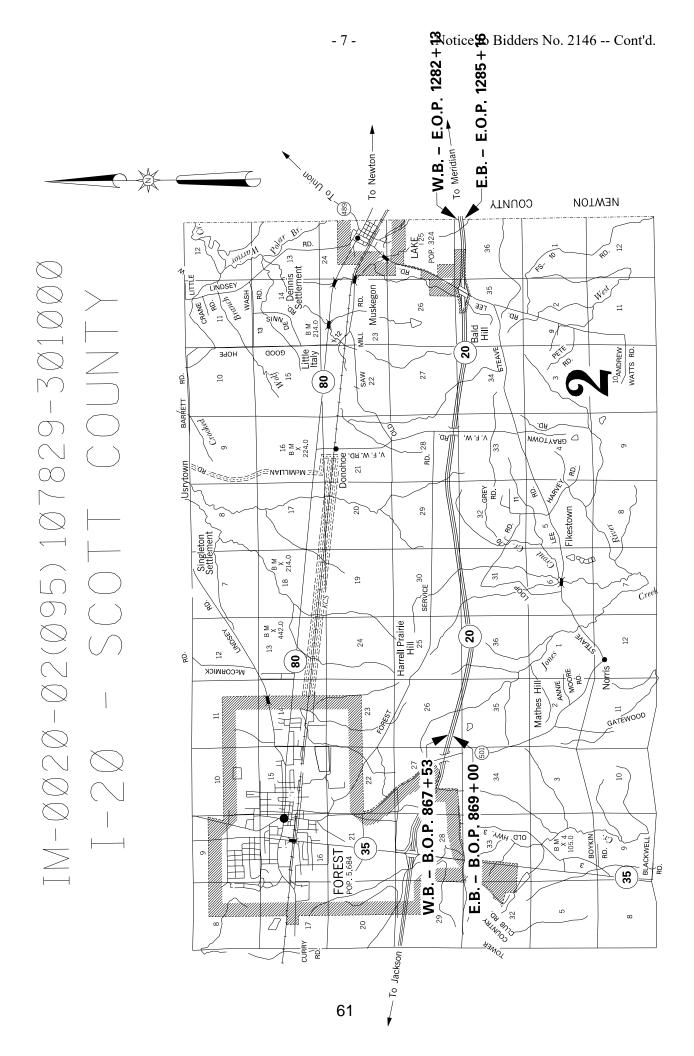
Raised pavement markers shall be installed on mainline and local public roads.

The Contractor shall erect and maintain construction signing, and provide and maintain all temporary signs and traffic control devices necessary to safely conduct traffic through the work area in accordance with the Traffic Control Plan and the MUTCD.

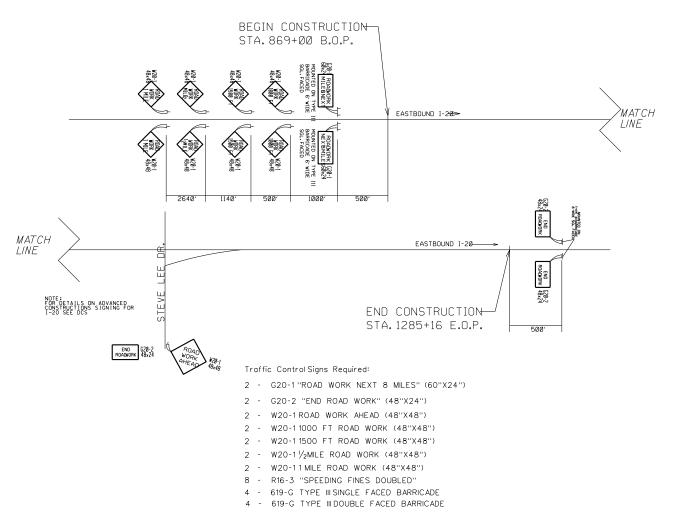
All traffic control devices shall meet current MDOT and MUTCD requirements.

The Contractor shall on a daily basis, remove all debris from within the roadway and a 30-foot clear zone which, in the opinion of the Engineer, is a hazard to the traveling public. This activity shall begin with the beginning of work or the beginning of the contract time, whichever comes first. No direct payment will be made for the debris removal. The cost is to be included in the prices of items bid. Failure of the Contractor to remove debris as prescribed herein shall be just cause for withholding the monthly progress estimate payment or suspending active operations until the debris is satisfactorily removed by the Contractor. As described in the applicable Notice-To-Bidders, final project cleanup is required and will be completed prior to the scheduling of the final inspection.

It shall be the responsibility of the Contractor to protect existing structures such as pipes, aprons, signs, utilities, etc. from damage occurring as a result of construction activities. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment will be made for replacements and or repairs resulting from such damages.

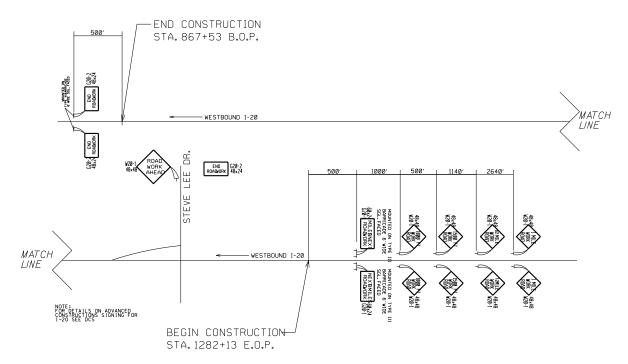


DETAIL OF CONSTRUCTION SIGNING EAST BOUND IM-0020-02(095)/107829 301000



- NOTES: ① One (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each LocalRoad, Street or Highway Entering the Project.
 - ② G20-1 and G20-2 signs mounted on Type III Single Faced Barricade. Left and Right Shoulders, East and West Bound Lanes. W20-1 and G20-2 signs mounted on Type III Double Faced Barricade for overpass.
 - 3 R16-3 "SPEEDING FINES DOUBLEDS" signs are required in accordance with the Subsection 618.03.3 and as specified in the MUTCD. Signs to be Placed Every Two Miles Apart, Left and Right Shoulders, East and West Bound Lanes.
 - Placement of W20-1 signs on intersecting roads may vary from typical shown as conditions warrant.

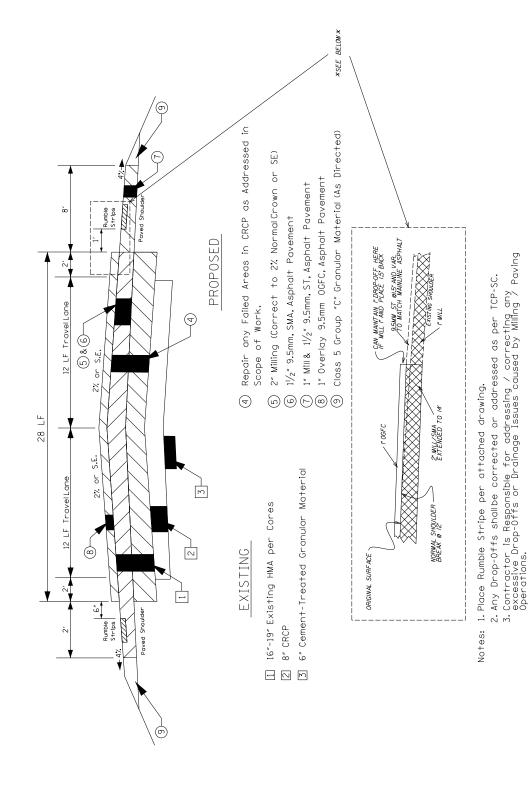
DETAIL OF CONSTRUCTION SIGNING WEST BOUND 1M-0020-02(095)/107829 301000



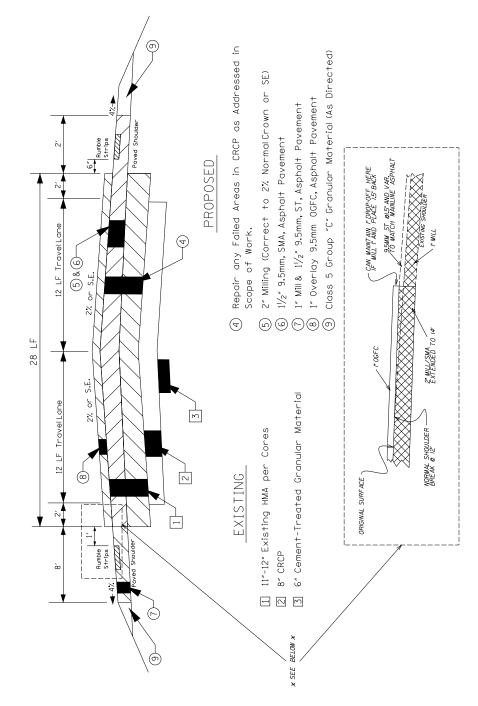
Traffic Control Signs Required:

- 2 G20-1 "ROAD WORK NEXT 8 MILES" (60"X24")
- 2 G20-2 "END ROAD WORK" (48"X24")
- 2 W20-1 ROAD WORK AHEAD (48"X48")
- 2 W20-11000 FT ROAD WORK (48"X48")
- 2 W20-1 1500 FT ROAD WORK (48"X48") 2 - W20-1 1/2 MILE ROAD WORK (48"X48")
- 2 W20-172MILE RUAD WURK (48"X48"
- 2 W20-1 1 MILE ROAD WORK (48"X48") 8 - R16-3 "SPEEDING FINES DOUBLED"
- 4 619-G TYPE III SINGLE FACED BARRICADE
- 4 619-G TYPE III DOUBLE FACED BARRICADE
- NOTES: (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each LocalRoad, Street or Highway Entering the Project.
 - (2) G20-1 and G20-2 signs mounted on Type III Single Faced Barricade. Left and Right Shoulders, East and West Bound Lanes. W20-1 and G20-2 signs mounted on Type III Double Faced Barricade for overpass.
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 - Placement of W20-1 signs on intersecting roads may vary from typical shown as conditions warrant.

STATIONS: 869+00 - 1285+16 EAST BOUND TYPICAL SECTION - MILL & OVERLAY I-20 - SCOTT COUNTY



STATIONS: 867+53 - 1282+13 WEST BOUND TYPICAL SECTION - MILL & OVERLAY I-20 - SCOTT COUNTY

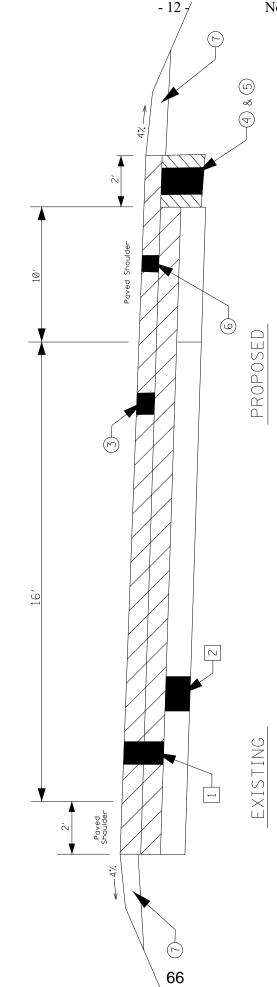


Notes: 1. Place Rumble Stripe per attached drawing.

2. Any Drop-Offs shallbe corrected or addressed as per TCP-SC.

Contractor is Responsible for addressing / correcting any excessive Drop-Offs or Drainage Issues caused by Milling / Paving Operations.

TYPICAL SECTION - TRENCH WIDENING I-20 - SCOTT COUNTY INTERCHANGE RAMPS



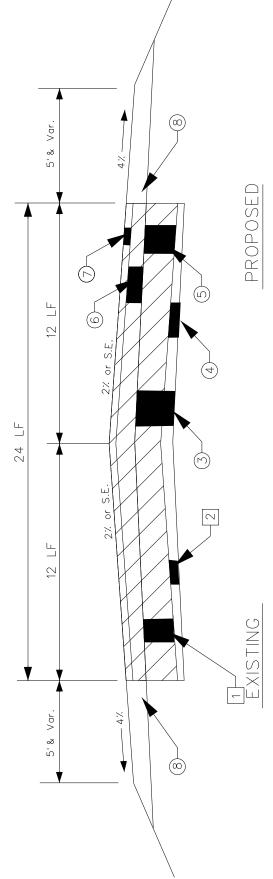
1 4/2" Existing HMA Thickness based on Core Evaluation

2 3% Granular Material

- 2" Milling (Correct to Super Elevation)
- (4) Blade Existing Shoulder Material Back 2' and to a Depth of 6" and use Bladed Shoulder Material to Bring Shoulder Material to Grade after Widening.
- (5) 6" 19mm, HT, Trench Widening, (2 Lifts @ 3")
- \bigcirc 1½" 9.5mm, HT, Asphalt Pavement
- (7) Class 5 Group "C" Granular Material (As Directed)
- This will be used only as needed to supplement the existing shoulder material that was bladed back from the pavement edge in the trench widening procedure.

TYPICAL SECTION - EXIT 96-CROSSING ROUTE 1-20 - SCOTT COUNTY





1 21/2"-3" HMA

2 Granular Material

i) Excess Excavation 15 1/2"

(4) Type V Geotextile Fabric (Non-Woven)

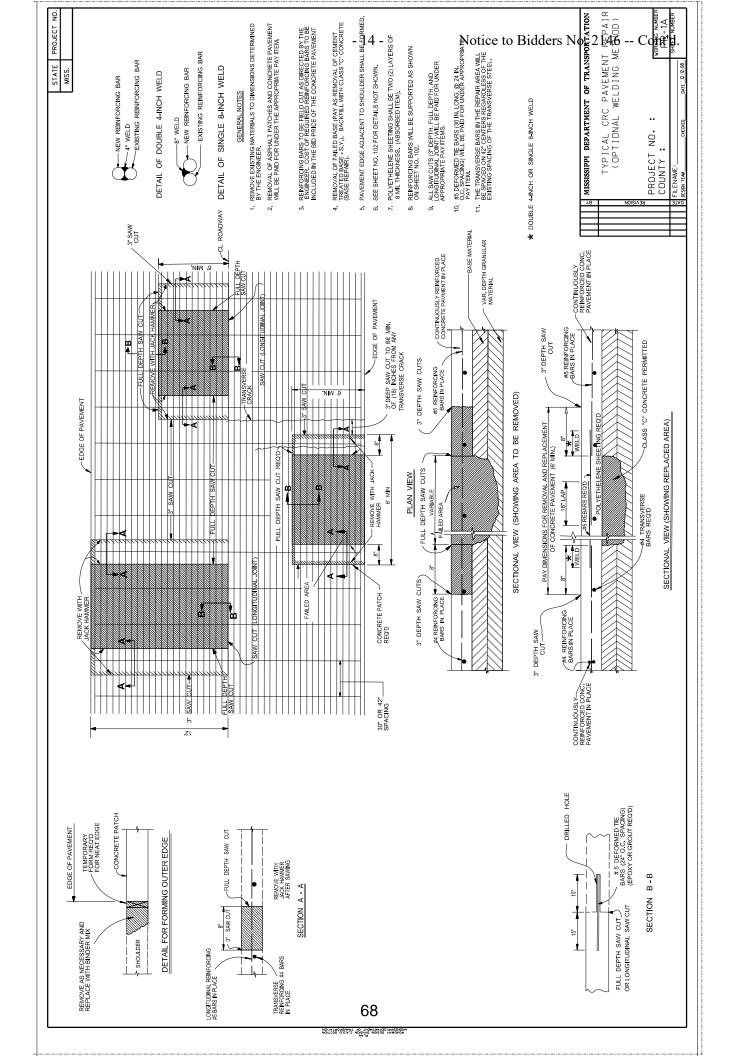
5 8" Crushed Stone Base

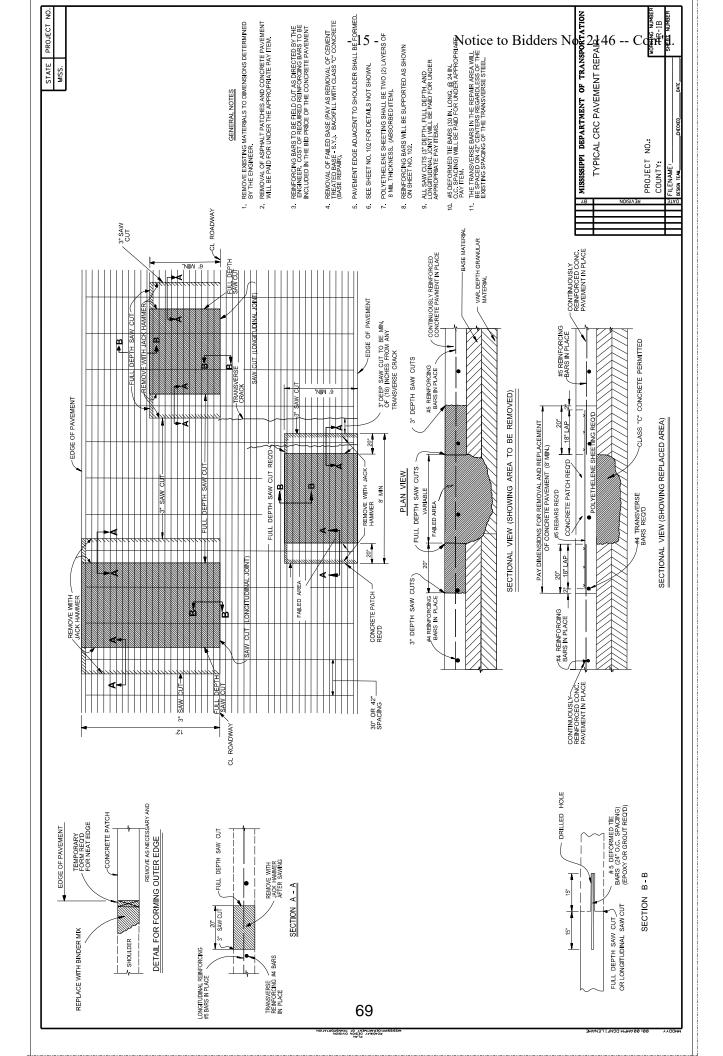
(6) 6" of 19mm, HT, Asphalt Pavement. (2@3")

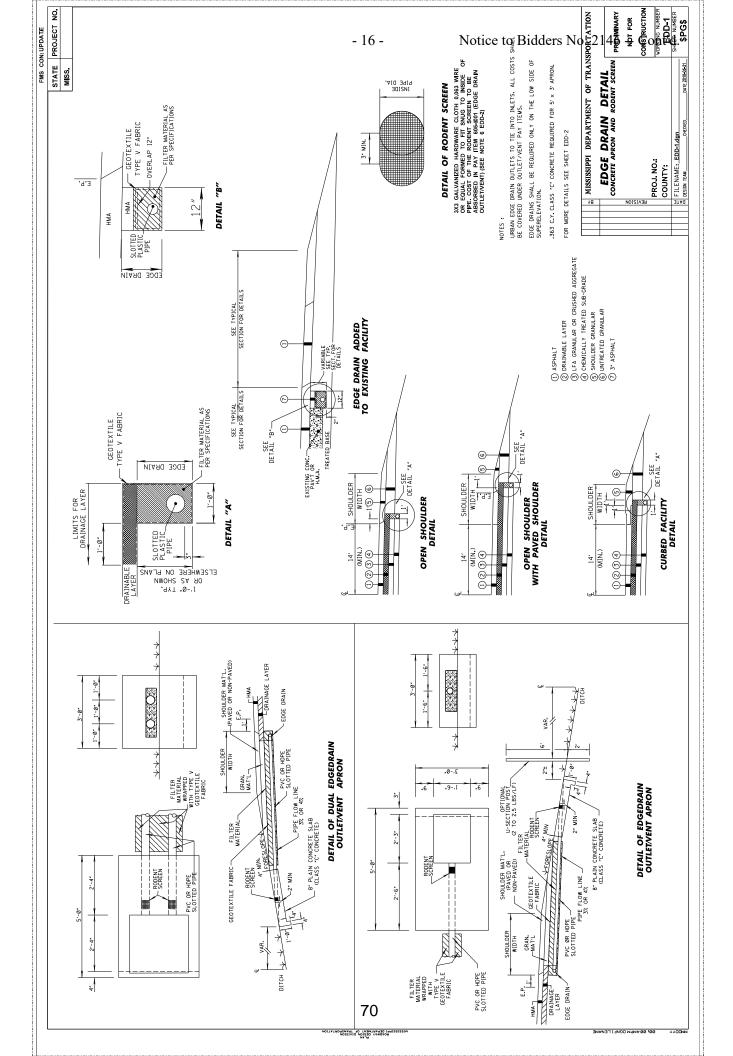
(7) 1.5" of 9.5mm, HT Asphalt Pavement

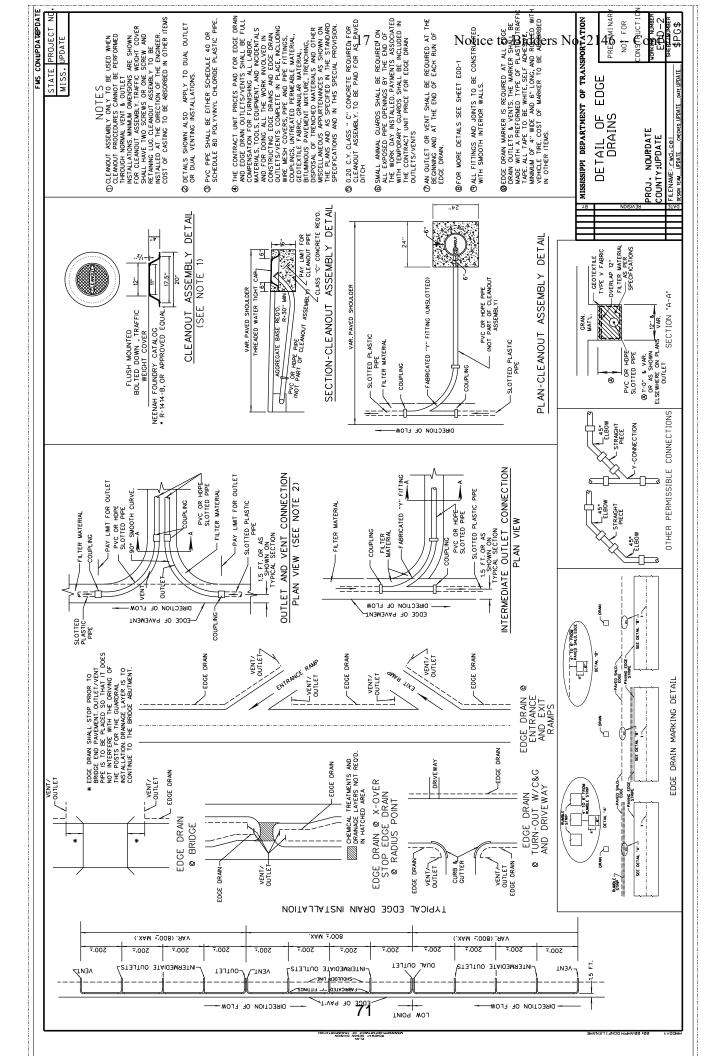
8 Class 5 Group "C" Granular Material (As Directed)

Notes: Remove existing HMA and underlying granular material at the interchange from E.O.M. to E.O.M. to a depth of 15 1/2", and replace with 8" crushed stone base layer overlying Geotextile Type V, an 6" (2@3") layer of 19mm, HT, Asphalt pavement, and an 1.5" layer of 9.5mm, HT, Asphalt pavement.



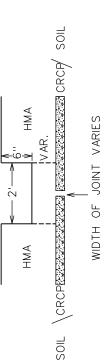






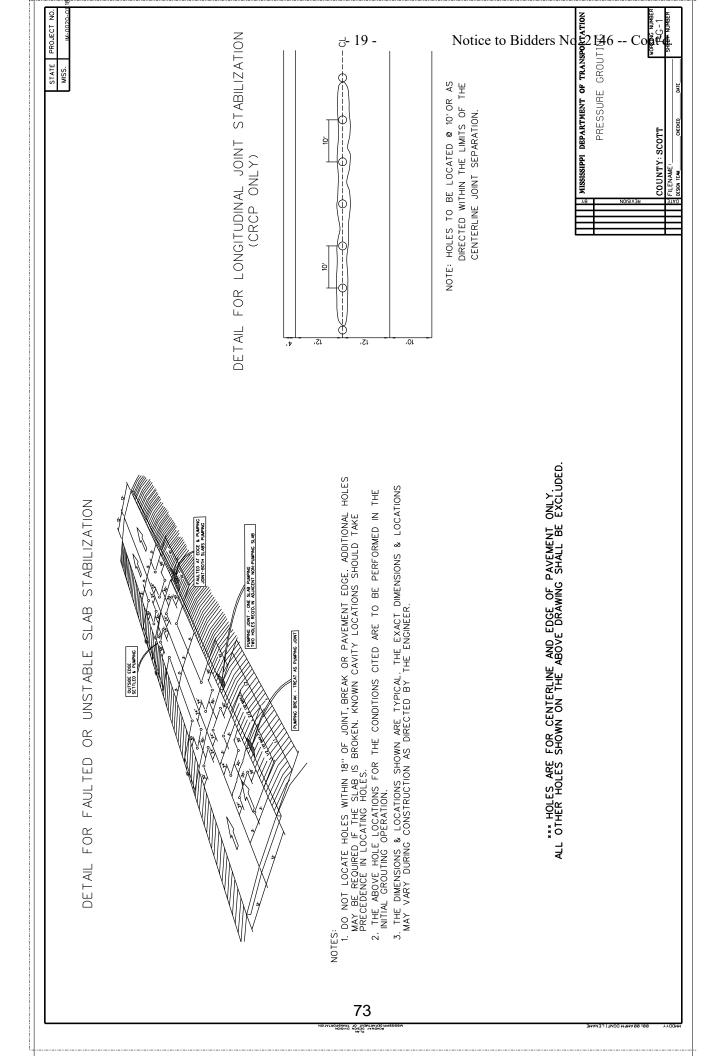
LONGITUDINAL JOINT REPAIR

STATE PROJECT NO.



course indicates underlying problems with the CRCP: Fill voids under the CRCP, joints at the centerline of the CRCP, and joints at the edge of pavement any remaining depth of HMA over the joint, repair any failed HMA by removing all loose/broken pieces. Replacement of milled area and any repair area to be Subsequent to pressure grouting, mill and replace HMA over the joint to a maximum depth of 6". After milling and prior to replacement, if there is Prior to mill/overlay of the lanes, where condition of existing HMA surface between the CRCP and soil cement treated shoulder by pressure grouting. made with HMA, 19mm Mix, HT, back to existing finish grade

NOTE: REFER TO PRESSURE GROUTING DETAIL SHEET.



	IM-0020-02(095)/107829-301000									
	Edge Drain Installation									
Beginning Station	Ending Station	Location	Length (FT)	605-H001 Edge Drain (LF)	605-I001 Edge Drain Outlets/Vents (LF)	605-J001 Edge Drain & Edge Drain Outlet/Vents Inspection (LF)	221-A001 Concrete Paved Ditch (CY)			
927+19	927+54	WB Outside Shoulder	35	54	8.0	62.0	0.73			
1000+15	1000+74	WB Outside Shoulder	59	78	8.0	86.0	0.73			
1110+07	1110+59	WB Outside Shoulder	52	71	8.0	79.0	0.73			
1221+48	1221+75	EB Outside Shoulder	27	46	8.0	54.0	0.73			
	•		Totals:	249	32	281	3			

			IM-0020-02(095)/107						
Beginning Station	Ending Station	Location	Failed Areas and Pre	ssure Grout Width (FT)	Area (SF)	202-B009 Removal of Asphalt, Failed Areas (SY)	403-A004 19-mm, HT, Asphalt Pavement (Tons)	512-A001 Holes (EACH)	512-B002 Cement Pressure Grout Slurr Type 6 (POUNDS)
881+73	884+00	RT RT LN	227	2	454	50.4	17.0	24	227
885+17	892+44	RT RT LN	727	2	1454	161.6	54.5	74	727
955+20	961+00	RT RT LN	580	2	1160	128.9	43.5	59	580
1012+44	1012+62	RT RT LN	18	2	36	4.0	1.4	3	18
1028+72	1033+00	RT RT LN	428	2	856	95.1	32.1	44	428
1125+27	1125+48	LT RT LN	21	4	84	9.3	3.2	3	21
1126+00	1128+00	RL CL	200	2	400	44.4	15.0	21	200
1134+00	1134+75	RL CL	75	2	150	16.7	5.6	9	75
1146+13	1149+20	RT RT LN	307	2	614	68.2	23.0	32	307
1193+50	1202+00	RL CL	850	2	1700	188.9	63.8	86	850
1197+35	1202+00	RT RT LN	465	2	930	103.3	34.9	48	465
1199+10	1202+05	LT RT LN	295	2	590	65.6	22.1	31	295
1222+00	1223+00	RT RT LN	100	2	200	22.2	7.5	11	100
900+10	901+35	LT LT LN	125	2	250	27.8	9.4	14	125
925+00	926+16	RT LT LN	116	6	696	77.3	26.1	NA	NA
935+25	935+95	LT LT LN	70	12	840	93.3	31.5	NA	NA
939+30	939+90	LT LT LN	60	2	120	13.3	4.5	7	60
942+00	943+87	LT LT LN	187	2	374	41.6	14.0	20	187
966+00	966+65	LT LT LN	65	2	130	14.4	4.9	8	65
968+30	969+70	LT LT LN	140	2	280	31.1	10.5	15	140
983+00	990+38	LT LT LN	738	2	1476	164.0	55.4	75	738
1020+50	1021+50	LT LT LN	100	2	200	22.2	7.5	11	100
1022+50	1024+30	LT LT LN	180	2	360	40.0	13.5	19	180
1027+00	1027+65	LT LT LN	65	2	130	14.4	4.9	8	65
1030+00	1033+00	LT LT LN	300	2	600	66.7	22.5	31	300
1063+00	1064+00	LT LT LN	100	2	200	22.2	7.5	11	100
1108+00	1110+40	LT LT LN	240	2	480	53.3	18.0	25	240
1121+20	1123+20	LT LT LN	200	2	400	44.4	15.0	21	200
1126+90	1132+30	LT LT LN	540	2	1080	120.0	40.5	55	540
1144+00	1150+28	LT LT LN	628	2	1256	139.6	47.1	64	628
1169+00	1169+93	LT LT LN	93	2	186	20.7	7.0	10	93
1173+00	1179+78	LT LT LN	678	2	1356	150.7	50.9	69	678
1180+35	1182+75	LT LT LN	240	2	480	53.3	18.0	25	240
1193+60	1195+70	LT LT LN	210	2	420	46.7	15.8	22	210
1233+78	1236+25	LT LT LN	247	3	741	82.3	27.8	26	247
1261+00	1263+23	LT LT LN	223	2	446	49.6	16.7	23	223
1265+56	1269+70	LT LT LN	414	2	828	92.0	31.1	42	414
1271+09	1272+05	LT LT LN	96	2	192	21.3	7.2	11	96
			Totals:		22,149	2,461	831	1,052	10,162
Additional Qua	ntities To Be Used As Di	rected By The Engineer:	Totals:		4,430	492	166	210	2,032

		IM-0	020-02(095))/107829-3	01000				
			Failed Shoulder Areas	;				
Beginning Station	Ending Station	Location	Length (FT)	Width (FT)	Area (SF)	202-B009 Removal of Asphalt, Failed Areas (SY)	403-A004 19-mm, HT, Asphalt Pavement (Tons)	503-C010 Saw Cut, Full Depth (LF)
923+05	924+20	RT RT LN	115	7	805	89.4	30.2	129.0
1034+00	1037+10	RT RT LN	310	2	620	68.9	23.3	314.0
1037+76	1038+36	RT RT LN	60	3	180	20.0	6.8	66.0
1088+33	1088+67	RT RT LN	34	2	68	7.6	2.6	38.0
1088+69	1089+00	RT RT LN	31	5	155	17.2	5.8	41.0
1161+66	1161+90	RT RT LN	24	10	240	26.7	9.0	44.0
1168+40	1168+57	RT RT LN	17	8	136	15.1	5.1	33.0
883+50	884+06	LT LT LN	56	10	560	62.2	21.0	76.0
899+94	900+32	LT LT LN	38	5	190	21.1	7.1	48.0
997+78	998+70	LT LT LN	92	3	276	30.7	10.4	98.0
1015+73	1015+77	LT LT LN	4	10	40	4.4	1.5	24.0
1025+00	1029+00	LT LT LN	400	2	800	88.9	30.0	404.0
1036+68	1038+30	LT LT LN	162	2	324	36.0	12.2	166.0
1192+90	1194+00	LT LT LN	110	5	550	61.1	20.6	120.0
1225+15	1225+72	LT LT LN	57	4	228	25.3	8.6	65.0
1245+40	1246+00	LT LT LN	60	4	240	26.7	9.0	68.0
1272+00	1272+50	LT LT LN	50	4	200	22.2	7.5	58.0
		·	Totals:		5612	624	210	1792
Additional Q	uantities To Be Used A	As Directed By The Engineer:	Totals:		561	62	21	179

	IM-0020-02(095)/107829-301000										
		Guar	drail Pads								
Beginning Station	Ending Station	Location	Width (FT)	Length (FT)	Area (SF)	403-A001 12.5-mm, HT, Asphalt Pavement (TONS)					
1006+28	1008+30	RT RT LN	7	202	1414	35.0					
1115+06	1116+60	RT RT LN	4	154	616	15.2					
1225+23	1226+72	RT RT LN	5	149	745	18.4					
1275+85	1278+10	LT RT LN	5	225	1125	27.8					
1276+06	1278+46	RT RT LN	7	240	1680	41.6					
1113+48	1115+26	RT LT LN	7	178	1246	30.8					
1114+00	1115+54	LT LT LN	5	154	770	19.1					
1224+00	1225+95	RT LT LN	6	195	1170	29.0					
1225+13	1226+72	LT LT LN	5	159	795	19.7					
1272+96	1275+23	LT LT LN	7	227	1589	39.3					
1273+40	1275+40	RT LT LN	7	200	1400	34.7					
13+51	15+19	Overhead Bridge	8	168	1344	33.3					
14+52	15+17	Overhead Bridge	7	65	422.5	10.5					
18+89	19+53	Overhead Bridge	6	64	384	9.5					
18+86	20+55	Overhead Bridge	6	169	1014	25.1					
					Totals:	389					

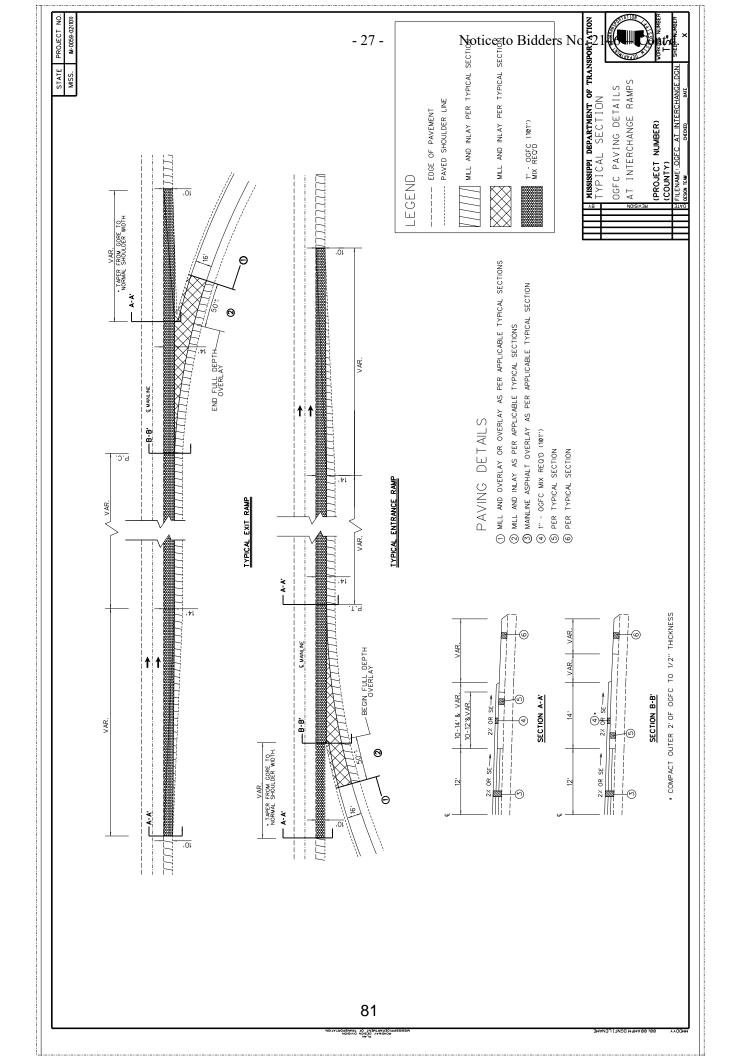
	IM-0020-02(095)/107829-301000										
	Island Removal & Reconstruction										
Removal of Island 503-C010 Saw Pavement, All Cut, Full Depth All Depths Excavation, Type V, Non-Stone Base Pavement Pave										403-A013 9.5-mm, HT, Asphalt Pavement (TONS)	
1	350	350	259	350	379.2	350	182	59	59	49	30
2	76	76	108	76	82.3	76	40	13	13	11	6
3	63	63	102	63	68.3	63	33	11	11	9	5
4	365	365	264	365	395.4	365	190	62	62	51	31
	Totals:	854	733	854	925	854	444	144	144	120	72

	IM-0020-02(095/107829-301000												
					I-2	0 Punch Out R	epair						
Station	Location	Width (FT)	Length (FT)	Area (SF)	202-B062 Removal of Concrete Overlayed w/ Asphalt (SY)	202-B045 Removal of Cement Treated Base, All Depths (SY)	503-D001 Concrete for Base Repair (CY)	503-C010 Saw Cut Full Depth (LF)	503-B001 Saw Cut Longitudinal Joint (LF)	503-C004 Saw Cut, 3- Inch (LF)	503-E002 Tie Bars No. 5 Deformed Drilled and Epoxied or Grouted (EACH)	503-A001 8" And Variable Reinforced Cement Concrete Pavement, Broom Finish, (SY)	403-A004 19mm, HT Asphalt Mixture (TONS)
870+00	LT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
883+09	LT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
937+84	LT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
958+84	LT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
870+00	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
997+92	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1004+50	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1007+35	RT RT LN	6	12	72	10.7	1	-	34	6	24	3	10.7	11.4
1026+15	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1033+06	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1219+67	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1245+03	RT RT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
1215+66	RT LT LN	6	12	72	10.7	-	-	34	6	24	3	10.7	11.4
		•	•	Totals:	139	13	15	442	78	312	39	139	148
	itional Quantities To Be U			Totals:	35	3	4	111	20	78	30	35	37

MIDOT PROJECT NO. IM-0020-02(095)/107829-301000

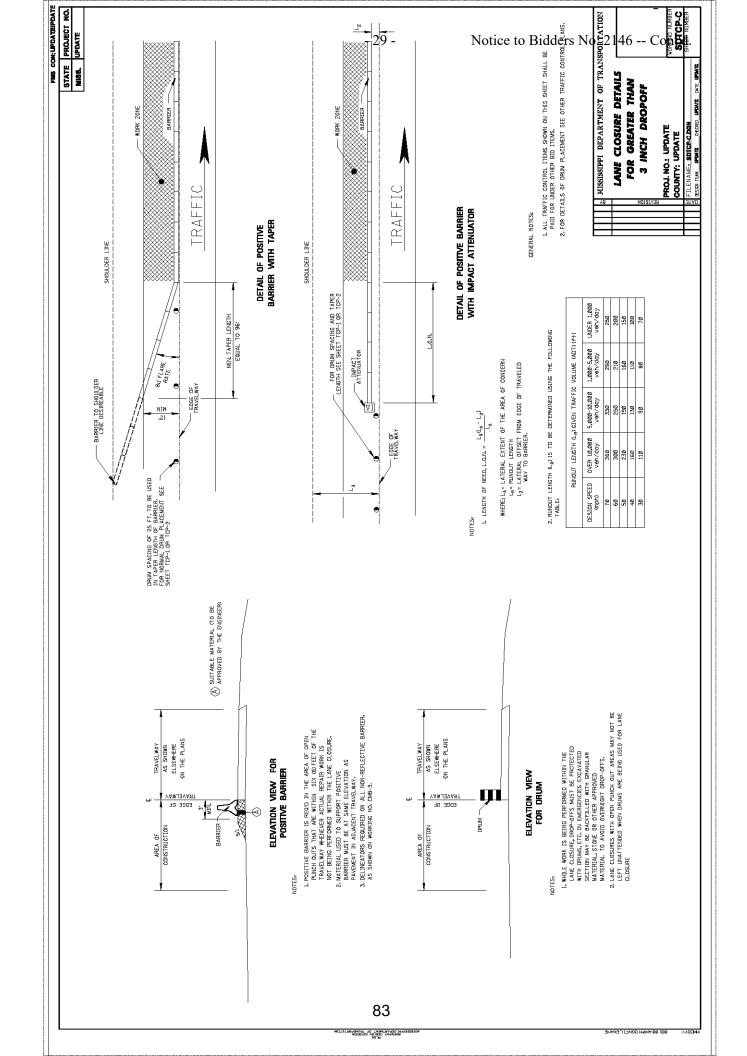
MILL AND OVERLAY I-20

	IARKERS	OM-3L (EA)				1	1					1		1						4	
	OBJECT MARKERS	OM-3R (EA)				1	1					1		1						4	
		DELINEATORS (YELLOW) (EA)		7					8		7		9		9					34	
		DELINEATORS (WHITE) (EA)			7	2	2	8		7		9		9			24			89	
		Guard Rail, Cable Anchor, Type 1 (EA)		_	1			1	1	1	1		1							7	No. 202-B158
GUARD RAIL REMOVAL AND INSTALLATION		TERMINAL END SECTION,FLARED (EA)		_	1	1	1	1	1	1	1	1	1	1	1		4	4		20	Removal of guardralls, including ralls, posts, and terminal ends will be paid for under Pay Item No. 202-B158
AND INS	Guard Rail	Class A, Type 1, Thrie Beam, Metal	(LF)										75		19					136	al ends will be pa
10VAI		"W" BEAM (LF)		159	149	94	63	195	183	288	168	9/	63	64	63		819	220		2793	and termina
ail ren		TYPE "!" BRIDGE END (EA)				1	1					1		1						4	ing rails,posts,a
GUARD F	Removal of	Guard Rail Cable Anchor, Including Post, Rail, Anchor & Hardware	(EA)	_	1			1	1	1	1		1		1					80	of guardrails,incluc
		AIL SAILS, ND SINDS	(LF)	196	186	132	131	232	220	314	194	114	185	132	168		768	969		3660	* Removal c
		REMOVAL BRIDGE END SECTION (EA)				1	1					1		1						4	
		LANE		LT OF RT	RT OF RT	RT OF RT	RT OF RT	RT OF RT	LT OF RT	LT OF LT	RT OF LT	LT OF LT	RT OF LT	LT OF LT	RT OF LT		LT & RT				
-		DIRECTION		EAST BOUND	WEST BOUND		VFW Overpass	Lake Overpass													
		ENDING		1007+83	1008+30	1116+60	1226+72	1276+06	1278+10	1272+96	1273+40	1225+13	1224+00	1114+00	1113+48	BRIDGE NUMBER	94.5	9.96		TOTALS	
		BEGINNING STATION		1005+80	1006+28	1115+06	1225+23	1278+46	1275+85	1275+23	1275+40	1226+72	1225+95	1115+54	1115+26	BRIDGE	6	16			



<u>Station</u>	<u>Left Edge</u>	<u>Slope</u>	<u>Centerline</u>	<u>Slope</u>	Right Edge
10+00	476.89	1.58%	477.08	1.67%	476.88
10+25	476.77	1.50%	476.95	-1.00%	477.07
10+50	476.73	0.58%	476.8	0.42%	476.75
10+75	476.91	0.67%	476.99	1.92%	476.76
11+00	477.01	1.58%	477.2	2.25%	476.93
11+25	477.2	1.75%	477.41	3.17%	477.03
11+50	477.45	2.50%	477.75	4.42%	477.22
11+75	477.73	3.67%	478.17	5.58%	477.5
12+00	478.09	4.00%	478.57	6.00%	477.85
12+25	478.52	3.50%	478.94	5.08%	478.33
12+50	479.12	2.58%	479.43	4.42%	478.9
12+75	479.75	2.25%	480.02	4.00%	479.54
13+00	480.54	0.83%	480.64	2.17%	480.38
13+25	481.23	2.17%	481.49	2.67%	481.17
13+50	481.9	2.42%	482.19	1.92%	481.96
13+75	482.57	2.67%	482.89	1.83%	482.67
14+00	483.21	2.00%	483.45	1.08%	483.32
14+25	483.87	0.92%	483.98	0.67%	483.9
14+50	484.46	0.67%	484.54	0.50%	484.48
14+75	485.03	0.92%	485.14	1.58%	484.95
15+00	485.47	1.58%	485.66	0.83%	485.56
15+25	485.78	2.00%	486.02	0.50%	485.96
15+50	486.12	1.58%	486.31	0.75%	486.22
15+56	486.24	1.17%	486.38	0.83%	486.28 *
18+51	486.32	0.50%	486.38	3.08%	486.01 *
18+75	485.96	1.42%	486.13	1.75%	485.92
19+00	485.58	1.75%	485.79	0.92%	485.68
19+25	485.13	1.25%	485.28	1.25%	485.13
19+50	484.52	1.42%	484.69	1.33%	484.53
19+75	483.83	1.42%	484	2.00%	483.76
20+00	483.09	1.42%	483.26	2.08%	483.01
20+25	482.25	2.08%	482.5	0.50%	482.44
20+50	481.44	2.33%	481.72	0.58%	481.65
20+75	480.69	1.75%	480.9	0.25%	480.87
21+00	479.87	1.83%	480.09	-0.17%	480.11
21+25	479.04	2.42%	479.33	0.08%	479.32
21+50	478.36	1.67%	478.56	0.83%	478.46
21+75	477.69	1.33%	477.85	1.25%	477.7
22+00	477.01	1.00%	477.13	0.67%	477.05
22+25	476.13	2.92%	476.48	1.25%	476.33
22+50	475.39	3.33%	475.79	1.17%	475.65
22+75	474.79	2.75%	475.12	0.58%	475.05
23+00	474.46	0.08%	474.47	0.42%	474.42
23+25	474.46	-4.42%	473.93	-0.42%	473.98

Remarks: * Beginning of Bridge ** Ending of Bridge



SECTION 904 - NOTICE TO BIDDERS NO. 2147 CODE: (SP)

DATE: 06/18/2019

SUBJECT: Temporary Construction Signs

PROJECT: IM-0020-02(095) / 107829301 -- Scott County

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

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 2206

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices), a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350-compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2214

DATE: 01/22/2020

The goal is <u>3</u> percent for the Disadvantaged Business Enterprise. All Bidders are 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.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2214

01/22/2020

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

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

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

Copies of the program may be obtained from:

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

POLICY

DATE:

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.

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

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

The OCR-481 Form must contain the following information:

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

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

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

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

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

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

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

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

DIRECTORY

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

REPLACEMENT

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

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

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

GOOD FAITH EFFORTS

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

(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 <u>will</u> <u>not</u> count towards the DBE goal.
- (8) Only the dollars <u>actually paid</u> 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 the Commission Room on the 1st Floor of the MDOT Administration Building in Jackson, 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 <u>will</u> <u>not</u> count towards the DBE goal.
- (7) Only the dollars <u>actually paid</u> 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.

<u>AWARD</u>

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) All Bidders must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

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

DEFAULT

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

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project, 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: <u>ALL BIDDERS</u> must submit <u>signed form with bid proposal</u> 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. The low Bidder should return this form to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

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

SANCTIONS

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

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

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

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

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"General Decision Number: MS20190113 08/09/2019

Superseded General Decision Number: MS20180217

State: Mississippi

Construction Type: Highway

County: Scott County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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

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5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	08/09/2019

^{*} ELEC0917-006 06/01/2019

	Rates	Fringes
ELECTRICIAN	.\$ 26.75	9.68
SUMS2010-036 08/04/2014		
	Rates	Fringes
CARPENTER (Form Work Only)	.\$ 12.85	0.00
CARPENTER, Excludes Form Work	.\$ 14.21	0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 13.49	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping		
Truck)	.\$ 12.26	0.00
INSTALLER - GUARDRAIL	.\$ 11.68	0.00
INSTALLER - SIGN	.\$ 12.01	0.00
IRONWORKER, REINFORCING	.\$ 15.28	0.00

LABORER: Asphalt, Includes

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	oveler, Spreader and or\$	11.00	0.00
LABORER:	Common or General\$	10.85	0.00
LABORER:	Flagger\$	10.33	0.00
LABORER:	Grade Checker\$	12.67	0.00
	Mason Tender -	11 20	0.00
Cement/Cor	ncrete\$	11.30	0.00
LABORER:	Pipelayer\$	12.27	0.00
LABORER: I	Laborer-Cones/		
Barricades	s/Barrels -		
Setter/Mov	ver/Sweeper\$	11.23	0.00
OPERATOR:	Asphalt Spreader\$	15.33	0.00
OPERATOR:			
	ccavator/Trackhoe\$	14.50	0.00
OPERATOR:	Broom/Sweeper\$	10.17	0.00
OPERATOR:	Bulldozer\$	16.50	0.00
OPERATOR:	Concrete Saw\$	14.37	0.00
OPERATOR:	Crane\$	18.35	0.00
OPERATOR:	Distributor\$	11.56	0.00
OPERATOR:	Drill\$	19.22	0.00
OPERATOR:	Grader/Blade\$	15.16	0.00

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OPERATOR:	Loader\$	14.31	0.00
OPERATOR:	Mechanic\$	15.41	0.00
OPERATOR:	Milling Machine\$	14.96	0.00
OPERATOR:	Mixer\$	12.42	0.00
OPERATOR:	Oiler\$	13.05	0.00
OPERATOR:	Paver (Asphalt,		
Aggregate,	and Concrete)\$	12.75	0.00
OPERATOR:	Piledriver\$	15.13	0.00
OPERATOR:	Roller (All Types)\$	12.78	0.00
OPERATOR:	Scraper\$	12.63	0.00
OPERATOR:	Tractor\$	11.02	0.00
OPERATOR:	Trencher\$	13.75	0.00
SURVEYOR (Staking, Marking			
and Brush (Clearing)\$	12.34	0.00
TRUCK DRIVE	ER: Flatbed Truck\$	13.29	0.00
TRUCK DRIVE	R: Lowboy Truck\$	13.09	0.00
TRUCK DRIVE	ER: Mechanic\$	12.30	0.00
TRUCK DRIVER: Off the Road			
Truck	\$	12.31	0.00
TRUCK DRIVE	ER: Water Truck\$	9.63	0.00

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TRUCK DRIVER: Dump Truck (All

Types).....\$ 12.48 0.00

TRUCK DRIVER: Semi/Trailer

Truck.....\$ 12.50 0.00

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

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

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

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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

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classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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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.

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

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

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

END OF GENERAL DECISION"

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. Guaranty₁ 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

- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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 nonminority 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 federallyassisted 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 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.
- "covered transaction," "debarred," terms "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 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).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice Goals for minority participation for each trade (percent) SHSA Cities: Pascagoula - Moss Point ------ 16.9 Biloxi - Gulfport ------ 19.2 Jackson ----- 30.3 SMSA Counties: Desoto ------ 32.3 Hancock, Harrison, Stone------ 19.2 Hinds, Rankin ----- 30.3 Jackson ------ 16.9 Non-SMSA Counties: George, Greene ------ 26.4 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 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 Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----27.7 Adams, Amite, Wilkinson ----- 30.4

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

The Contractor's compliance with the Executive Order and the regulations in 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)

CODE: (IS)

SPECIAL PROVISION NO. 907-102-2

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.

<u>907-102.01--Prequalification of Bidders.</u> 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.

<u>907-102.02--Contents of Proposal Forms</u>. 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.

CODE: (SP)

SPECIAL PROVISION NO. 907-109-1

DATE: 05/08/2019

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-109.01--Measurement of Quantities</u>. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

CODE: (IS)

SPECIAL PROVISION NO. 907-619-5

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.

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

<u>907-619.02.8.1-Portable Traffic Signals.</u> 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 ½ 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.

<u>907-619.02.8.1.3--Wireless Communications</u>. 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 hardwire connection to provide for the required conflict monitoring / malfunction management system.

<u>907-619.02.8.1.4--Power Requirements.</u> 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.

<u>907-619.02.9--Impact Attenuators.</u> 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.

<u>907-619.02.11--Snap-Back Delineators.</u> 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.

<u>907-619.02.14.5--PCMS Controller and Storage Cabinets.</u> 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.

<u>907-619.05--Basis of Payment</u>. 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

CODE: (SP)

SPECIAL PROVISION NO. 907-701-1

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.

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

<u>907-701.02.1.2--Alkali Content.</u> 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%.

<u>907-701.02.2--Replacement by Other Cementitious Materials.</u> 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.

Water-soluble Sulfate Sulfate (SO₄) in sulfate (SO₄) in Cementitious material required Exposure water, ppm soil, % by mass 0.10 - 0.20 Moderate 150 - 1.500 Type I cement with one of the following and replacements of cement by weight: Seawater 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS Type II*,** cement Type I cement with a replacement by weight Severe 0.20 - 2.001,500 - 10,000 of 49.5 - 50.0% GGBFS, Type II* 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

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

<u>907-701.04.1.1--Types of Blended Hydraulic Cement</u>. 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.

<u>907-701.04.1.2--Alkali Content</u>. Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

^{*} Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C₃A) 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.

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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.

<u>907-701.04.2--Replacement by Other Cementitious Materials.</u> 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	Water-soluble	Sulfate (SO ₄)	Cementitious material required
Exposure	sulfate (SO ₄) in	in water, ppm	
	soil, % by mass		
Moderate	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement,
and			Type IL cement with one of the following
Seawater			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.

<u>907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions</u> <u>or Seawater</u>. 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.

CODE: (IS)

SPECIAL PROVISION NO. 907-702-4

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.

<u>907-702.04--Sampling.</u> 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.

<u>907-702.07--Emulsified Asphalt.</u> 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.

<u>907-702.12--Tables.</u> Delete Table V in Subsection 702.12 on page 729, and substitute the following.

TABLE V SPECIFICATION FOR FOG SEAL

	LD-7		CHPF-1		
Test Requirements	Min.	Max.	Min.	Max.	Test Method
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
Test on Residue from Distillation					
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.

CODE: (IS)

SPECIAL PROVISION NO. 907-703-1

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.

<u>907-703.03.2.4--Gradation.</u> In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the $1\frac{1}{2}$ -inch sieve for Size No. 67 aggregates.

CODE: (IS)

SPECIAL PROVISION NO. 907-705-1

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.

<u>907-705.04--Stone Riprap</u>. 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 preapproved source and be visually approved prior to use.

CODE: (SP)

SPECIAL PROVISION NO. 907-707-2

DATE: 06/05/2019

SUBJECT: Joint Materials

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-707.02.3--Wood</u>. Delete paragraph (b) of Subsection 707.02.3 on page 755, and substitute the following:

(b) Dimensions shall be as shown on the plans Dimensions shown on the plans are "dressed" sizes in accordance with Table 3 of the American Softwood Lumber Standard, SP-20. At the discretion of the Engineer, a 3/4-inch dressed board may be used in lieu of a 1-inch dressed board. A tolerance of plus or minus 1/16 inch thickness and plus or minus 1/8 inch width will be permitted. For slip-form paving a tolerance of minus 1/4 inch on each end in length will be permitted.

<u>907-707.06--Flexible Plastic Gasket for Joining Conduit</u>. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

CODE: (IS)

SPECIAL PROVISION NO. 907-711-2

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.

<u>907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.</u>

<u>907-711.02.3.1--Plain Steel Wire.</u> 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.

CODE: (IS)

SPECIAL PROVISION NO. 907-720-2

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.

<u>907-720.01.4--Acceptance Procedures.</u> 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.

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

S.P. No. 906-8 -- Cont'd.

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 complied 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 federalaid 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
- 1. 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.

- 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 <u>five percent (5%) of total bid</u> and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

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

Revised 1/2016

The following is my (our) itemized proposal.

 $\label{eq:miles} \begin{tabular}{ll} Mill \& Overlay approximately 8 miles of I-20 from EB Rest Area to Newton County Line, known as Federal Aid Project No. IM-0020-02(095) / 107829301 in Scott County. \\ \end{tabular}$

Line no.	Item Code	Adj Code	Quantity	Units Roadway I	Description[Fixed Unit Price]
0010	202-B007		7,461	Square Yard	Removal of Asphalt Pavement, All Depths
0020	202-B009		3,639	Square Yard	Removal of Asphalt Pavement, Failed Areas
0030	202-B045		16	Square Yard	Removal of Cement Treated Base, All Depths
0040	202-B069		174	Square Yard	Removal of Concrete Pavement w/ Variable Depth Overlay
0050	202-B138		4	Each	Removal of Guard Rail Bridge End Section
0060	202-B144		8	Each	Removal of Guard Rail Cable Anchor, Including Post, Rail, Anchor & Hardware
0070	202-B158		3,660	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0080	202-B168		854	Square Yard	Removal of Island Pavement, All Types
0090	202-B240		1,525	Linear Feet	Removal of Traffic Stripe
0100	203-G001	(E)	3,700	Cubic Yard	Excess Excavation, FM, AH
0110	209-A005		3,930	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0120	216-A001		10	Square Yard	Solid Sodding
0130	221-A001	(S)	5	Cubic Yard	Concrete Paved Ditch
0140	304-A004	(GY)	3,978	Cubic Yard	Granular Material, LVM, Class 5, Group C
0150	402-A002	(BA1)	12,900	Ton	Open Graded Friction Course, 9.5-mm Mixture
0160	402-B001	(A3)	36,800	Gallon	Bituminous Tack Coat
0170	403-A001	(BA1)	1,000	Ton	12.5-mm, HT, Asphalt Pavement
0180	403-A004	(BA1)	2,450	Ton	19-mm, HT, Asphalt Pavement
0190	403-A006	(BA1)	200	Ton	19-mm, ST, Asphalt Pavement
0200	403-A013	(BA1)	3,050	Ton	9.5-mm, HT, Asphalt Pavement
0210	403-A015	(BA1)	6,950	Ton	9.5-mm, ST, Asphalt Pavement
0220	403-C001	(BA1)	650	Ton	19-mm, HT, Asphalt Pavement, Trench Widening
0230	403-S002		84,480	Linear Feet	Joint Sealant
0240	405-A002	(BA1)	25,950	Ton	Stone Matrix Asphalt, 9.5 mm Mixture
0250	406-D001		386,000	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0260	407-A001	(A2)	39,500	Gallon	Asphalt for Tack Coat
0270	423-A001		32	Mile	Rumble Strips, Ground In
0280	503-A001	(C)	174	Square Yard	8" and Variable Continuously Reinforced Concrete Pavement, Broom Finish
0290	503-B001		98	Linear Feet	Saw Cut, Longitudinal Joints
0300	503-C004		390	Linear Feet	Saw Cut, 3-inch
0310	503-C010		3,257	Linear Feet	Saw Cut, Full Depth
0320	503-D001		19	Cubic Yard	Concrete for Base Repair
0330	503-E002		69	Each	Tie Bars, No. 5 Deformed Drilled and Epoxied or Grouted
0340	512-A001		1,262	Each	Holes

1	,				
Line no. 0350	1tem Code 512-B002	Adj Code	Quantity 12,194	Units Pounds	Description[Fixed Unit Price] Cement Pressure Grout Slurry, Type 6
0360	605-H001	(S)	249	Linear Feet	Edge Drain
0370	605-I001	(S)	32	Linear Feet	Edge Drain Outlets/Vents
0380	605-J001	(S)	281	Linear Feet	Edge Drain & Edge Drain Outlet/Vent Inspection
0390	606-B003		2,793	Linear Feet	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
0400	606-B011		136	Linear Feet	Guard Rail, Class A, Type 1, Thrie Beam, Metal Post
0410	606-B013		40	Linear Feet	Guard Rail, Class A, Type 1, Thrie Beam, Transition Section
0420	606-C001		7	Each	Guard Rail, Cable Anchor Type 1, Metal Post
0430	606-D023		4	Each	Guard Rail, Bridge End Section, Type I, Metal Post
0440	606-E005		20	Each	Guard Rail, Terminal End Section, Flared
0450	618-A001		1	Lump Sum	Maintenance of Traffic
0460	619-A1001		48	Mile	Temporary Traffic Stripe, Continuous White
0470	619-A2001		48	Mile	Temporary Traffic Stripe, Continuous Yellow
0480	619-A3001		48	Mile	Temporary Traffic Stripe, Skip White
0490	619-A5001		47,000	Linear Feet	Temporary Traffic Stripe, Detail
0500	619-A6001		300	Square Feet	Temporary Traffic Stripe, Legend
0510	619-D1001		64	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0520	619-D2001		232	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0530	619-D3001		1	Each	Remove and Reset Signs, All Sizes
0540	619-G4001		48	Linear Feet	Barricades, Type III, Double Faced
0550	619-G4005		48	Linear Feet	Barricades, Type III, Single Faced
0560	620-A001		1	Lump Sum	Mobilization
0570	626-A001		17	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0580	626-B002		20	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0590	626-E001		18	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0600	626-G004		21,000	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0610	626-G005		2,500	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0620	626-H001		150	Square Feet	Thermoplastic Double Drop Legend, White
0630	627-J001		150	Each	Two-Way Clear Reflective High Performance Raised Markers
0640	627-K001		3,900	Each	Red-Clear Reflective High Performance Raised Markers
0650	627-L001		150	Each	Two-Way Yellow Reflective High Performance Raised Markers
0660	630-F006		85	Each	Delineators, Guard Rail, White
0670	630-F007		40	Each	Delineators, Guard Rail, Yellow
0680	630-G003		4	Each	Type 3 Object Markers, OM-3L, Post Mounted
0690	630-G007		4	Each	Type 3 Object Markers, OM-3R, Post Mounted
0700	907-619-E3001		4	Each	Changeable Message Sign
0710	907-906001		720	Hours	Trainees (\$5.00)

ALTERNATE GROUP AA NUMBER 1

Line no. 0720	Item Code 304-F001	Adj Code (GT)	Quantity 2,527	Units Ton	Description [Fixed Unit Price] 3/4" and Down Crushed Stone Base
			ALT	TERNATE GE	ROUP AA NUMBER 2
0730	304-F002	(GT)	2,527	Ton	Size 610 Crushed Stone Base
			ALT	TERNATE GE	ROUP AA NUMBER 3
0740	304-F003	(GT)	2.527	Ton	Size 825B Crushed Stone Base

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.

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COMBINATION BID PROPOSAL

* of Subsection 102.11 on the following contracts: This proposal is tendered as one part of a Combination Bid Proposal utilizing option * Option to be shown as either (a), (b), or (c).

County					
Project No.	6.	7.	8.	9.	10.
County					
Project No.	1.	2.	3.	4.	5.

- (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)

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Pay ItemUnitUnit PriceTotal ItemTotal ContractNumberReductionReduction		
Project Number	6	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 \$_

number of contracts. _ I (We) desire to be awarded work not to exceed ___

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

subcontract subject to the Equal Opportunity	, has not, participated in a previous contract or Clause, as required by Executive Orders 10925, 11114, or
11246, and that he has, has not, fil	led with the Joint Reporting Committee, the Director of the
Office of Federal Contract Compliance, a Fe	ederal Government contracting or administering agency, or
the former President's Committee on Equal En	nployment 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 signin	g bid)
individually, and in my capacity as	of
T)	itle of person signing bid)
	do hereby certify under
(Name of Firm, partnership, or Corpora	tion)
penalty of perjury under the laws of the United States	and the State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or C	orporation)
on Project No. IM-0020-02(095)/ 107829301000	
in_Scott	_County(ies), Mississippi, has not either

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:

in restraint of free competitive bidding in connection with this contract; nor have any of its corporate

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action

- 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

officers or principal owners.

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	

(01/2016 F)

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 in Management prior to the award of this contract.	` ,
I (We) have a DUNS Number(Yes / No)	
DUNS Number:	
Company Name:	
Company e-mail address:	

(6/2015F)

SECTION 902

CONTRACT FOR IM-0020-02(095)/ 107829301000

LOCATED IN THE COUNTY(IES) OF Scott

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 sign	natures 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
	Transportation Commission in session on the day of ok No, Page No
Revised 8/06/2003	

SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: <u>IM-0020-02(095)/ 107829301000</u>

LOCATED IN THE COUNTY(IES) OF: Scott

STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these pro	esents: that we,	(Contractor)
	Principal, a	(Contractor)
		e State of
and		(Surety)
residing at	in the	(Surety) State of,
authorized to do business	in the State of Mississippi, u	nder the laws thereof, as surety, effective as of the contract date
shown below, are held and	I firmly bound unto the State	of Mississippi in the sum of
,	•	
(\$) Dollars, lawful mo	oney 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 bon	d are such, that whereas the	said
day of the State of Mississippi as offices of the Mississippi in all Now therefore, if the above in all singular the terms, coverage observed, done, kept and material and equipment s	A.D mentioned in said contract in the period of the pecified in said contract in the pecified in	hereto annexed, for the construction of certain projects(s) in accordance with the Contract Documents therefor, on file in the n, Jackson, Mississippi. Abide by and well and truly observe, do keep and perform all and and agreements in said contract, contained on his (their) part to be strict accordance with the terms of said contract which said plans, and form a part of said contract and shall maintain the said work
contemplated until its fina and save harmless said M the negligence, wrongful principal (s), his (their) a therewith, and shall be li Transportation Commission property, the State may lo the Contractor(s), his (the persons furnishing labor, Liability Insurance, and	al completion and acceptance dississippi Transportation Co or criminal act, overcharge, agents, servants, or employable and responsible in a ci on or any officer of the St se or be overcharged or other ir) agents or employees, and material, equipment or su Workmen's Compensation I	the as specified in Subsection 109.11 of the approved specifications, symmission from any loss or damage arising out of or occasioned by fraud, or any other loss or damage whatsoever, on the part of said ease in the performance of said work or in any manner connected wil action instituted by the State at the instance of the Mississippi ate authorized in such cases, for double any amount in money or erwise defrauded of, by reason of wrongful or criminal act, if any, of a shall promptly pay the said agents, servants and employees and all applies therefor, including premiums incurred, for Surety Bonds, insurance; with the additional obligation that such Contractor shall ents, 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
Ву	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 P	RESENTS, that we			
	, <u> </u>		Contractor	
			Address	
			City, State ZIP	
As principal, hereinafter called the	e Principal, and		Surety	
a corporation duly organized unde	er the laws of the state of _			
as Surety, hereinafter called the So	urety, are held and firmly b	bound unto State	of Mississippi, Jacks	on, Mississippi
As Obligee, hereinafter called Obl	ligee, in the sum of Five F	Per Cent (5%) of A	mount Bid	
		Dollars(\$)
for the payment of which sum w executors, administrators, success				urselves, our heirs,
to Newton County Line, known NOW THEREFORE, the condition said Principal will, within the time performance of the terms and cone will pay unto the Obligee the differ which the Obligee legally contract but in no event shall liability hereu	n of this obligation is such the required, enter into a formation of the contract, then be rence in money between the talk with another party to per	that if the aforesaid I mal contract and given this obligation to be the amount of the big form the work if the	Principal shall be aware e a good and sufficien e void; otherwise the I d of the said Principal	ded the contract, the t bond to secure the Principal and Surety and the amount for
Signed and sealed this	day of	, 2	20	
			(Principal)	(Seal)
(Witness)		Ву:	(Name)	(Title)
			(Surety)	(Seal)
(Witness)		By:	(Attorney-in-Fa	ict)
			(MS Agent)	
			Mississippi Insurance	e ID Number

REV. 1/2016

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: February 25, 2020

Project No: <u>IM-0020-02(095)</u>/ 107829301000

County: <u>Scott</u>

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:		
Thone Number.	DBE Firm	Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:		
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:		
r none Number.	DBE Firm	Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:		
Phone Number:	DBE Firm	Non-DBE Firm

							-				-				_	
LINE NUMBERS	JAN FEB	MAR APRIL	L MAY	JUNE	JULY	AUGUST	SEPTEMBER OCTOBER	NOV	DEC JAN FEB MAR	R APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER OCTOBER	ER NOV DEC
50-90, 120, 130, 360-560, 660-700		c						133								
10-40, 100, 110, 140-350, 710-730		LO.					130									
							130	% 133								
LET: 02/25/2020 NOA: 03/10/2020																
	JAN FEB	MAR APRIL	MAY	JONE TO SERVICE TO SER	YINLY	AUGUST	SEPTEMBER OCTOBER	Š	DECJAN FEB MAR	APRIL	MAY	SUNE	YIN'	AUGUST	SEPTEMBER OCTOBER	172 INOV DEC WORKING
ANTICIPATED WORKING DAYS BEB MONTH	1	1	ļ			İ				1				Ī		

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.