05 -



SM No. CNHPP7326030011

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

05

Mill & Overlay approximately 2.5 miles of SR 468 from US 80 to north of 2nd Street, known as Federal Aid Project No. NHPP-7326-03(001) / 109000301 in Rankin County.

Project Completion: 63 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

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(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)
01/30/2024 03:25 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 27</u>, <u>2024</u>, from the Bid Express Service and shorty thereafter publicly read on the Sixth Floor For:

Mill & Overlay approximately 2.5 miles of SR 468 from US 80 to north of 2nd Street, known as Federal Aid Project No. NHPP-7326-03(001) / 109000301 in Rankin 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://shop.mdot.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://shop.mdot.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.

BRAD WHITE EXECUTIVE DIRECTOR

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

 $\underline{https://shop.mdot.ms.gov/default.aspx?StoreIndex{=}1}$

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

NHPP-7326-03(001) 109000/301000 Rankin County

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

Coordination with the Railroad will be required. Please refer to Notice to Bidders.

POTENTIALLY CONTAMINATED SITES STATUS REPORT

NHPP-7326-03(001) 109000-301000 Rankin County

November 29, 2023

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.

ASBESTOS ABATEMENT STATUS REPORT

NHPP-7326-03(001) 109000-301000 Rankin County

November 29, 2023

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.

Inter-Departmental Memorandum

TO:

Trudi Loflin **ROW Division**

DATE: November 25, 2023

FROM:

Adam L. McDanlel District Five Are-e

SUBJECT OR PROJECT NO: NHPP-7326-03(001)/109000-301000

ROW Documentation

INFORMATION COPY TO:

COUNTY: Rankin

Project File Construction Division

District Status Report

- 1, STATUS OF RIGHT OF WAY; No new ROW required.
- 2. RIGHT OF WAY CLEARANCE: There are no visible encroachments that conflict with construction.
- 3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES: An active Canadian National rallroad line is located within the project limits. The applicable railway provisions will be included in the contract.
- 4. STATUS OF REQUIRED UTILITY RELOCATIONS: There are no known utility conflicts. Permits showing the approximate location of utilities within or along the ROW are on file with the Department. The Department cannot and does not warrant that this information is complete and accurate. The Contractor is advised to contact MS 811 and MDOT to have utility lines marked prior to subsurface work. The Contractor must coordinate directly with the involved utility owners to have underground utility lines field located in advance of construction.
- 5. STATUS OF CONSTRUCTION AGREEMENT: None required

ALM:alm

IMPROVEMENTS STATUS REPORT

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor FMS Construction Project No: 109000-301000

FMS ROW Project No:

External ROW No: NHPP-7326-03(001)

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3

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.

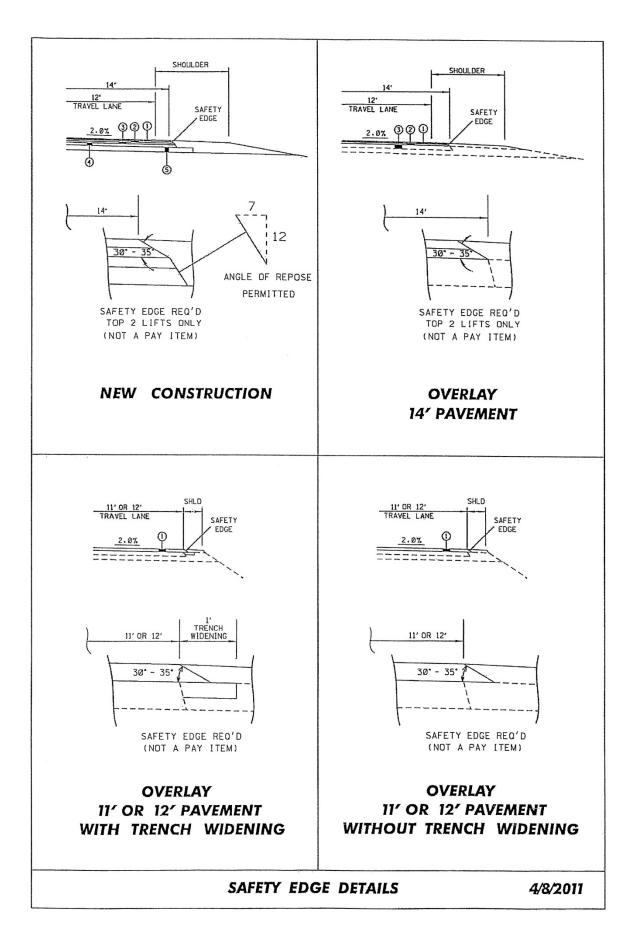
Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 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').



SUPPLEMENT TO NOTICE TO BIDDERS NO. 14

DATE: 01/29/2024

PROJECT: NHPP-7326-03(001) / 109000301 - Rankin County

After the second paragraph on page 1, add the following:

Name Insured: Kansas City Southern Railway Company (KCS)

Description and Designation: SR 468 @ Old Brandon Road in Flowood, MS

After the fourth paragraph on page 1, add the following:

Kansas City Southern Railway Company (KCS)

Sylvia Schmidt Permit Manager Jones Lang LaSalle Americas, Inc. 3017 Lou Menk Drive, Suite 100 Fort Worth, Texas 76131-2800 817-230-2688

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 14

DATE: 01/17/2017

SUBJECT: Railway-Highway Provisions

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is \$700.00 per day (1 to 8 hours) plus overtime at \$125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across <u>any</u> track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

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

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 246

DATE: 06/27/2017

SUBJECT: Kansas City Southern Construction Requirements

Bidders are hereby advised that provisions which are required as per the Notice to Bidders entitled "Railway-Highway Provisions" shall also include the following.

The Contractor shall submit to the Project Engineer and the Railroad detailed plans and design data for temporary construction clearances, stages of construction, erection plans, demolition plans, false-work plans, excavation plans, and temporary shoring plans and calculations, as required, and shall be sealed by a Mississippi Registered Professional Engineer. All submittals must be approved by the Railroad before excavation or construction can begin within Railroad Right-of-Way. All construction submittals for work performed within the Kansas City Southern Railway Company (KCS) right-of-way shall be made per the KCS "Guidelines for the Design and Construction of Railroad Overpasses and Underpasses" as updated in May 2008.

Prior to beginning any work on the KCS right-of-way, the Contractor shall obtain a Right of Entry Permit. To request a permit application, the Contractor should contact Sylvia Schmidt. Mrs. Schmidt's contact information is as follows.

Sylvia Schmidt Permit Manager Jones Lang LaSalle Americas, Inc. 3017 Lou Menk Drive, Suite 100 Fort Worth, Texas 76131-2800 817-230-2688

The Contractor shall be responsible for payment of all application fees.

This project will require construction activities on the right-of-way of active railroad tracks which are currently owned and/or operated by KCS. When work requires that equipment or personnel be within the KCS right-of-way or the "foul zone" adjacent to the right-of-way, a qualified "Employee-in-Charge" (EIC) must be present for the purpose of providing on-track safety and flagging protection for the work crews. The EIC shall also be responsible for the coordination of the Contractor's activities within the KCS right-of-way with the operation of the Railroad. The EIC must be certified under the KCS General Code of Operation Rules (GCOR) and must be approved by the local KCS Roadmaster prior to beginning work on the KCS right-of-way. The Contractor will be required to provide radios for the EIC, all equipment operators, supervisors, and foremen in charge of employees working within the KCS right-of-way. All personnel who must enter upon the KCS right-of-way must check in and out with the EIC and be logged in and out of the site.

All personnel who must work within the KCS right-of-way at any time shall be trained and certified as a KCS "Roadway Worker" and must at all times have their certification card with them and available for random inspection. The Contractor will be responsible for providing this training for Contractor employees or any subcontractor(s) employees. The Contractor shall contact Mr. Larry Slater of Track Sense Inc. at 330-847-8661 or 330-219-4721 (lslater@neo.rr.com) for approximate fees and scheduling the necessary training sessions. The Contractor shall also contact the MDOT Project Engineer to see if any MDOT employees need this training. If so, the Contractor shall include the MDOT employees in the list of participates for training. The Contractor shall bear the cost of training the MDOT employees. Costs for training the MDOT employees will be reimbursed to the Contractor by supplemental agreement.

Prior to commencing work, the Contractor shall provide to the Railroad Engineer or the Railroad Engineer's designated representative, with copies to the Project Engineer, a detailed construction schedule for its work on Railroad's right-of-way, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad right-of-way. This schedule shall also include the anticipated dates when the milestone events listed below will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled.

- Preconstruction meetings.
- Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- Reinforcement and concrete placement for near track piers.
- Erection of precast concrete or steel overpass bridge superstructure.
- Reinforcement and concrete placement of overpass bridge decks.
- Completion of the bridge structure.

The Contractor shall so arrange and conduct construction operations in such a manner that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, cables or wires (whether overhead or underground) and other facilities or tenants on the rights-of-way of the Railroad. Before undertaking any work within Railroad right-of-way and before placing any obstruction over any track, the Contractor shall:

- Notify the Railroad's representative at least 72 hours in advance of the work.
- Provide assurance to the Railroad's representative that arrangements have been made for any required flagging service.
- Receive permission from the Railroad Engineer to proceed with the work.
- Ascertain that the Project Engineer has received copies of notice to the Railroad and the Railroad's response.

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.

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. 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: (IS)

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: (IS)

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: (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.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2273

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, et seq. Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.



Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons <u>used</u>. Before a refund is issued, you are required to...

- 1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue:
- 2. Have a storage tank marked "REFUND GASOLINE"; and,
- 3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon <u>and</u> subject to a penalty in the amount of \$1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.



Page 1 of 1



Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than \$1,000 or more than \$100,000, or imprisoned in the county jail for not more than one year, or both.

SECTION 904- NOTICE TO BIDDERS NO. 2278

CODE: (SP)

DATE: 03/04/2020

SUBJECT: Smoothness Tolerances

Bidders are hereby advised that the smoothness tolerances for this project shall meet the requirements of a Category C project according to Subsection 403.03.2.1. Bidders are responsible for the collection of a preliminary smoothness profile prior to any work being performed.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2782

DATE: 8/13/2020

SUBJECT: DBE Pre-Bid Meeting

Due to the COVID-19 pandemic and the Department not allowing visitors in the Administration Building at this time, the DBE Pre-Bid Meeting referenced on Page 5 of Notice to Bidders No. 2611 will be held by <u>video conference only</u>. The meeting will be held at 2:00 P.M. on the day preceding the date of the bid opening using Zoom video conferencing software. Anyone interested in participating can download Zoom and connect to the meeting at the below link.

https://zoom.us/j/5548736403?pwd=SDh5S2hQSE5pNG5FOEkzR3NsUnBYQT09

Password (if prompted): 272147

For those unable to participate via Zoom, the below teleconference number may be used instead.

1-888-227-7517

Conference Code: 404496

SECTION 904 - NOTICE TO BIDDERS NO. 2812

CODE; (SP)

DATE: 09/01/2020

SUBJECT: Traffic Signal and ITS Components

Bidders are hereby advised that all products selected for use on this project shall be in compliance with 2 CFR 200.216. No telecommunication and video surveillance equipment or services shall be manufactured by the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities.

The Contractor shall provide a Certification Statement that the referenced product(s) is not manufactured by any of the following: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities. (as per 2 CFR 200.216)

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (IS)

DATE: 12/01/2020

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 as shown in Special Provision 907-721.

Permanent Signs

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

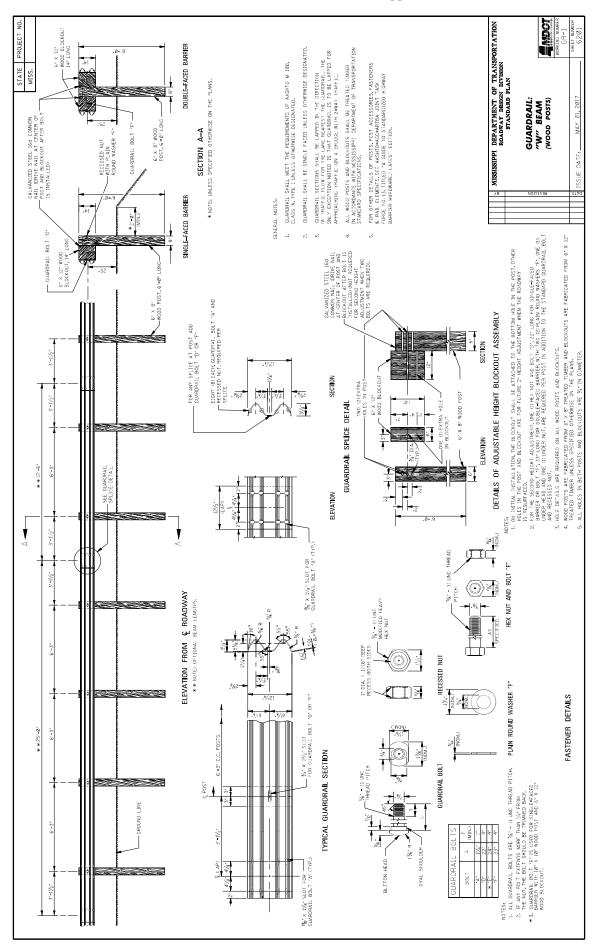
- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

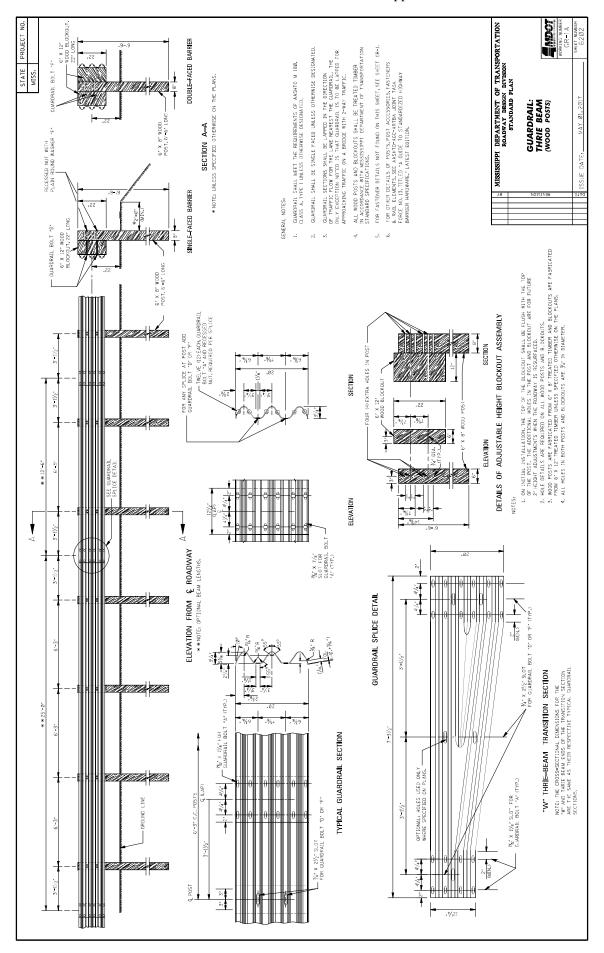
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

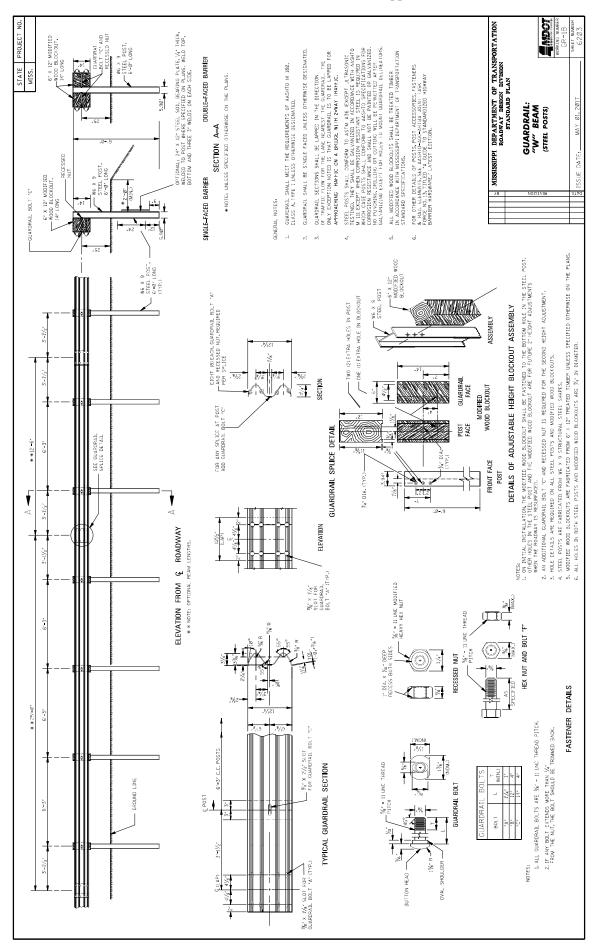
SUPPLEMENT TO NOTICE TO BIDDERS NO. 3599

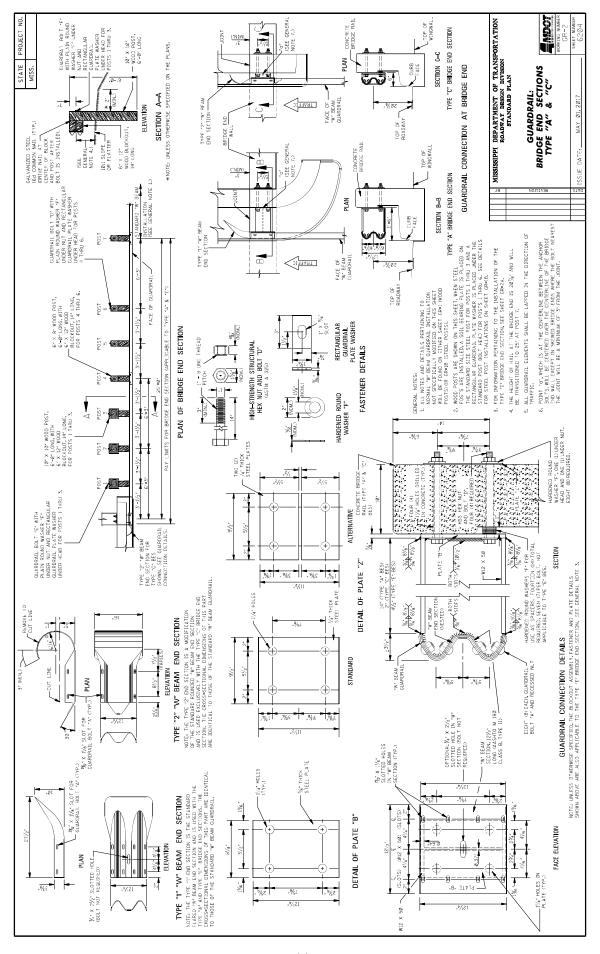
DATE: 08/11/2021

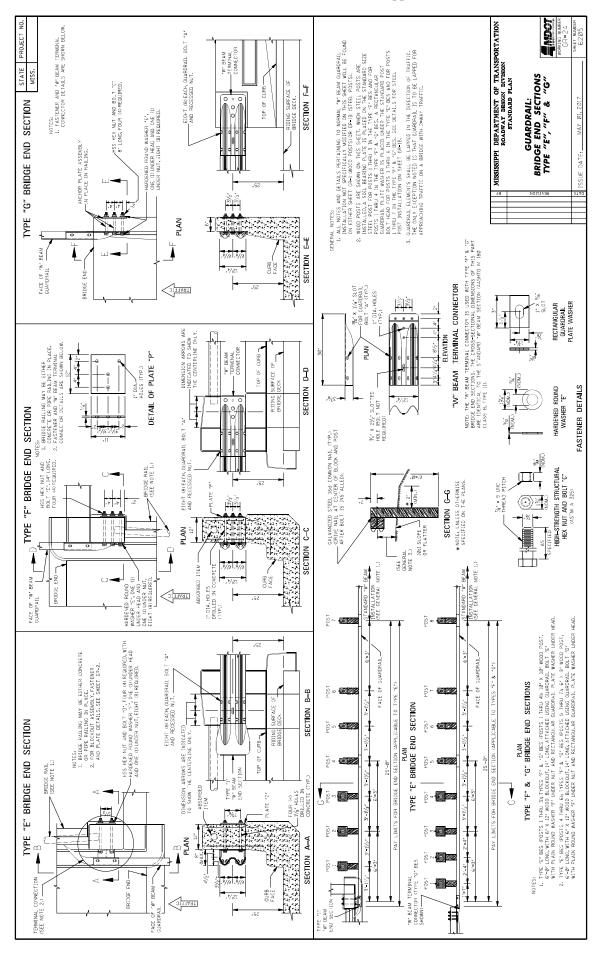
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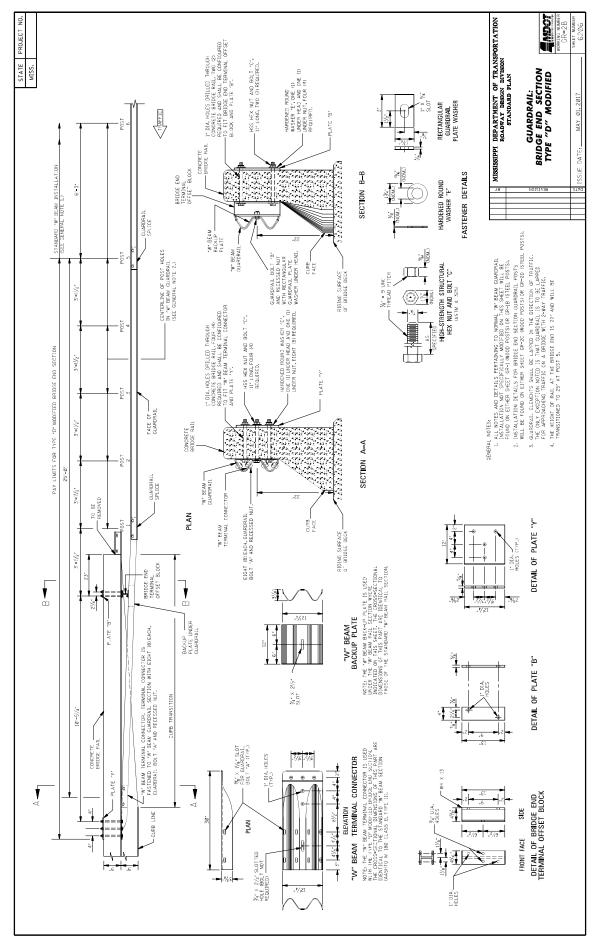


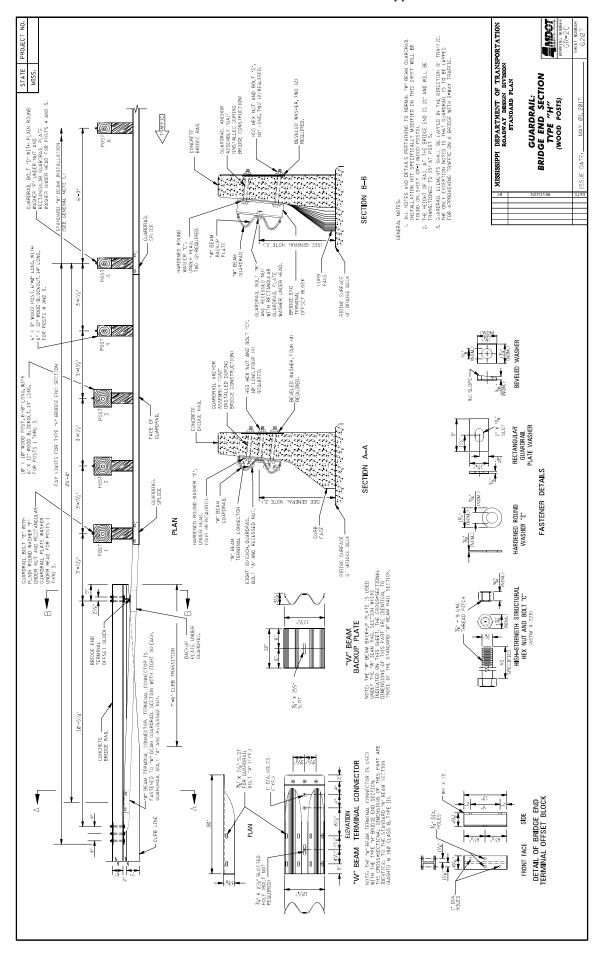


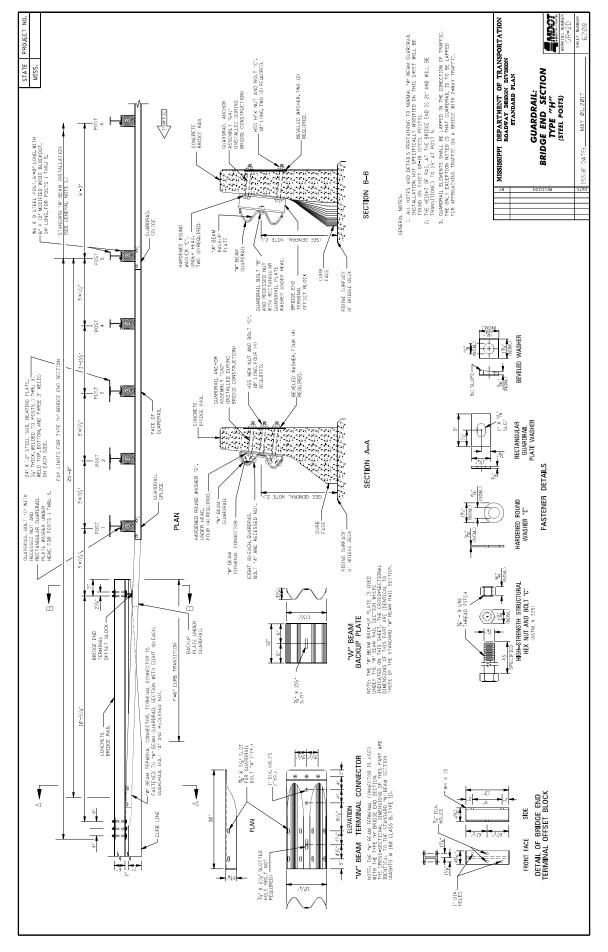


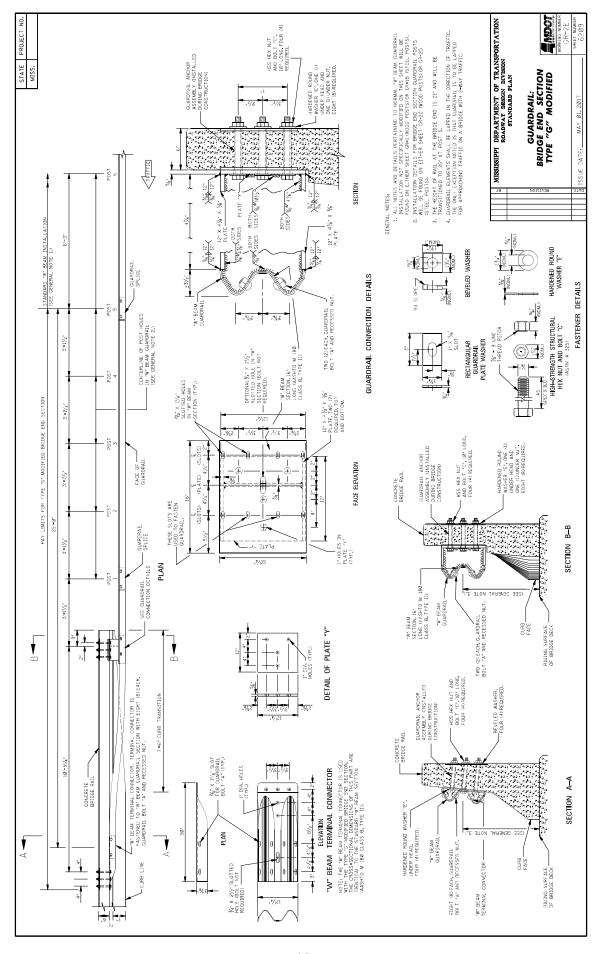


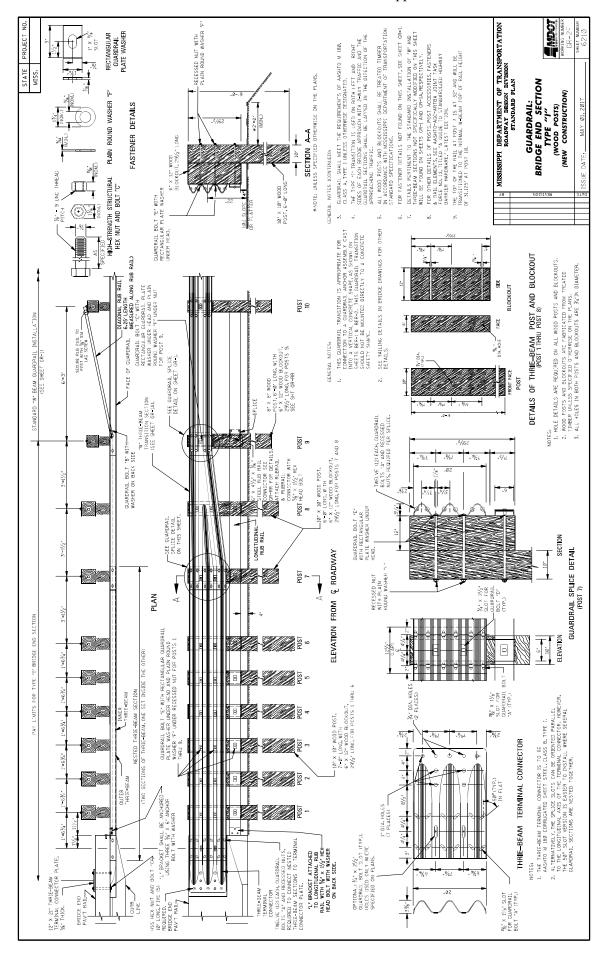


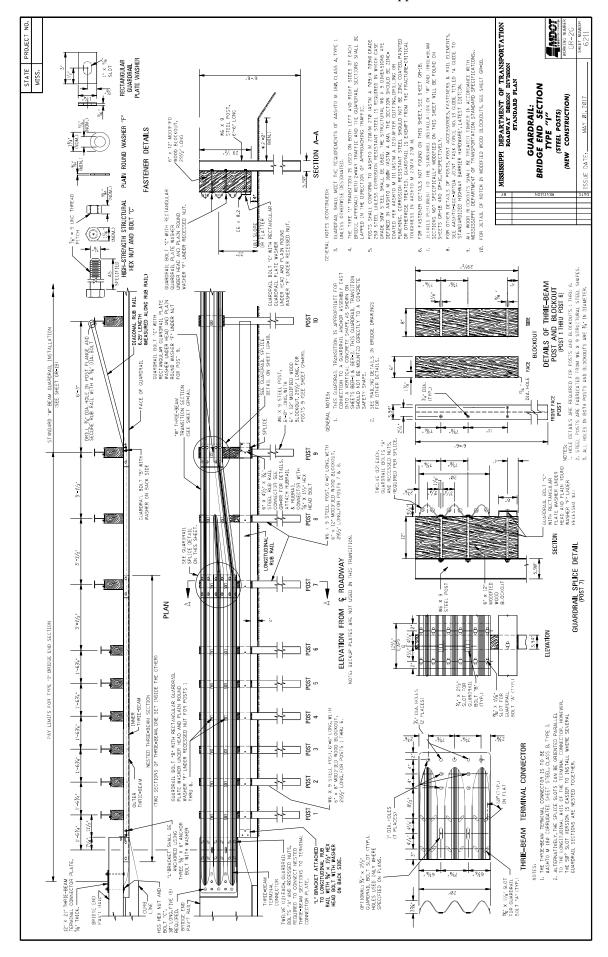


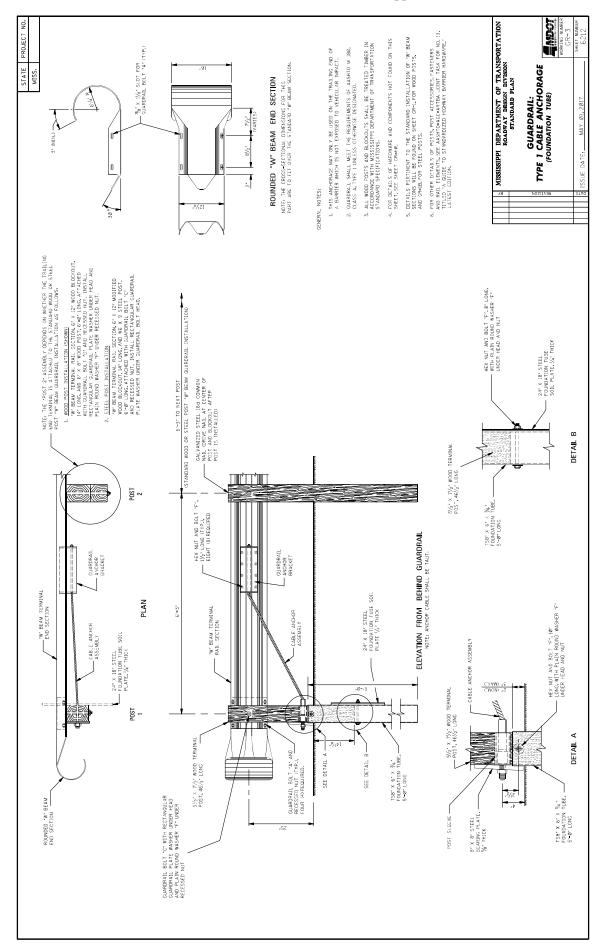


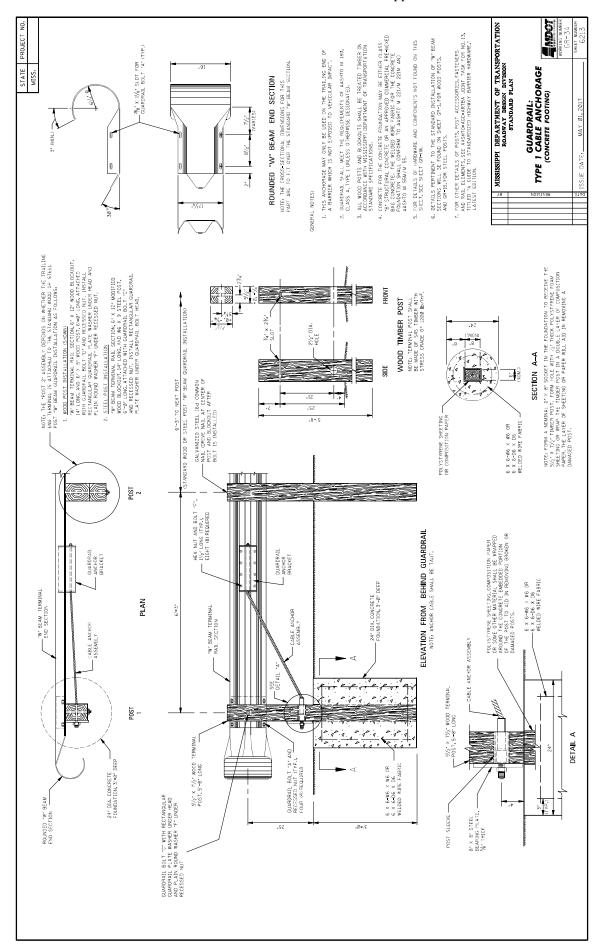


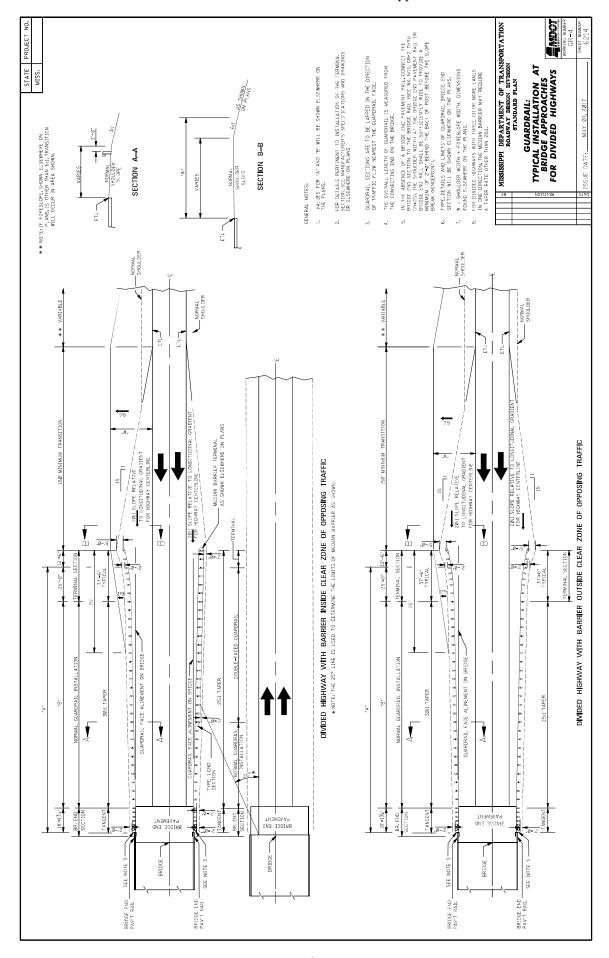


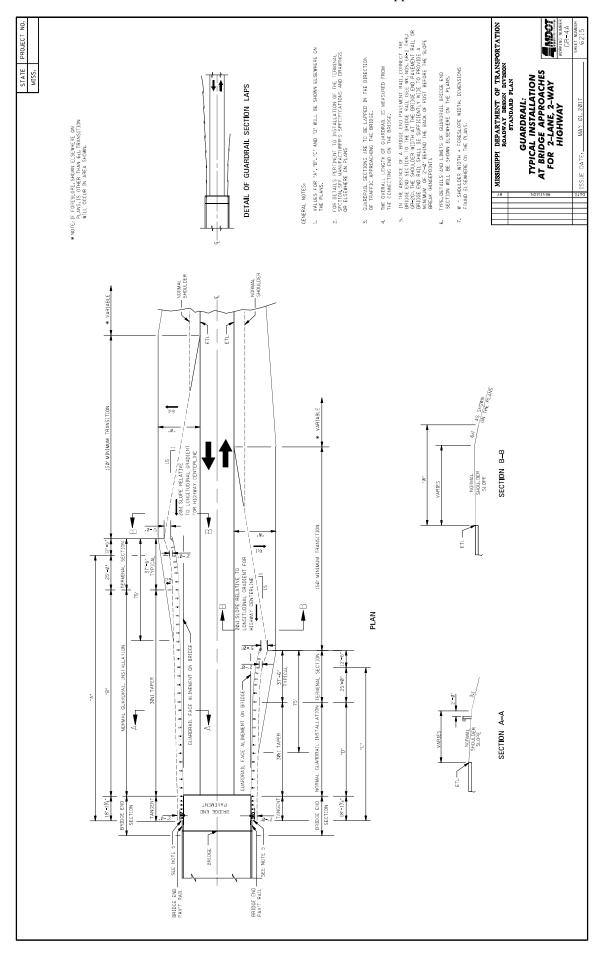


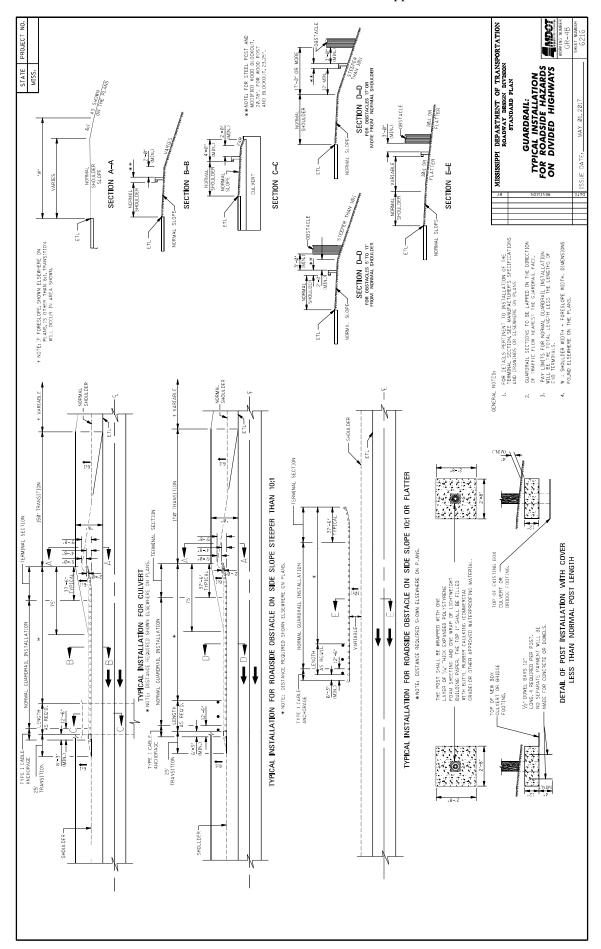


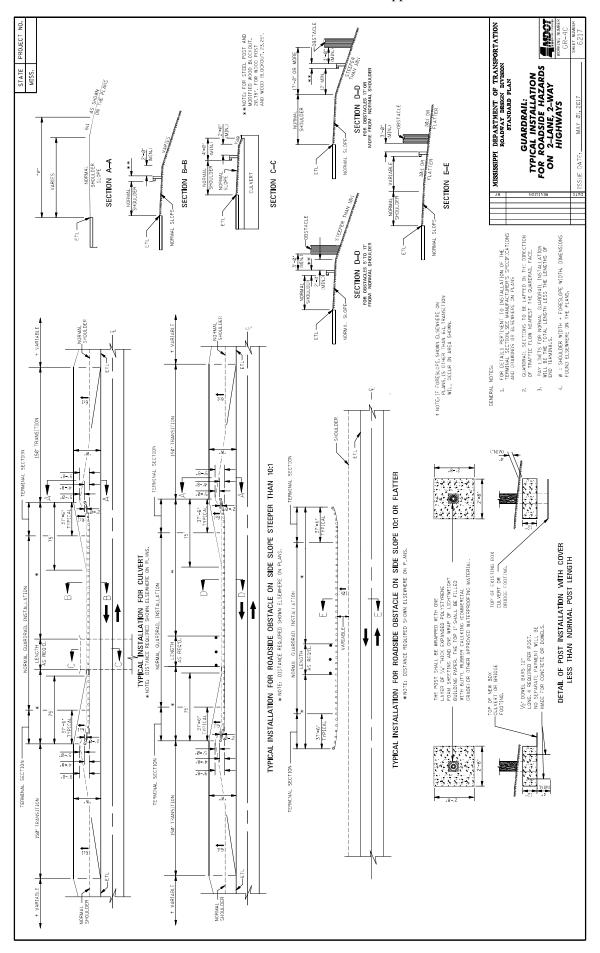


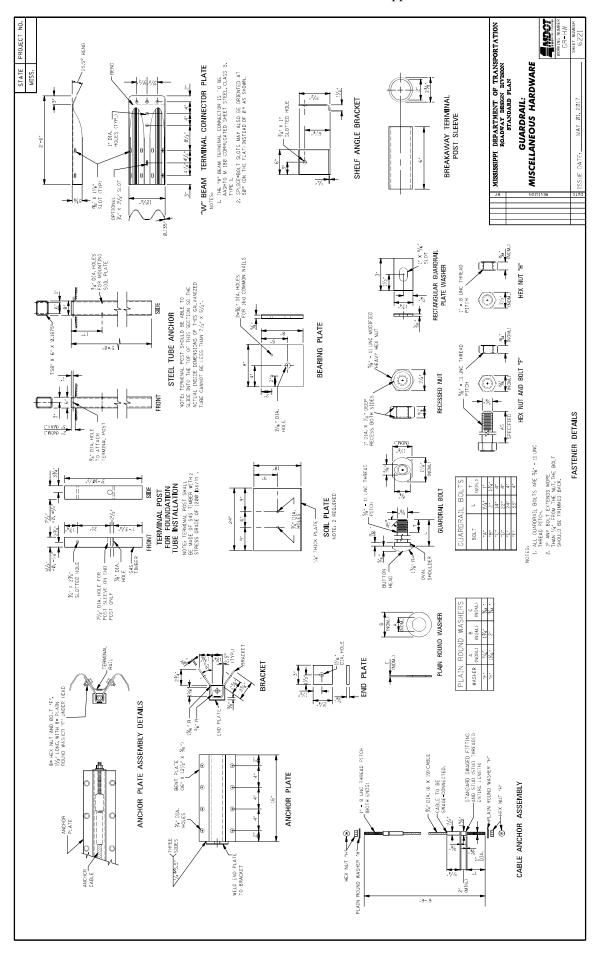


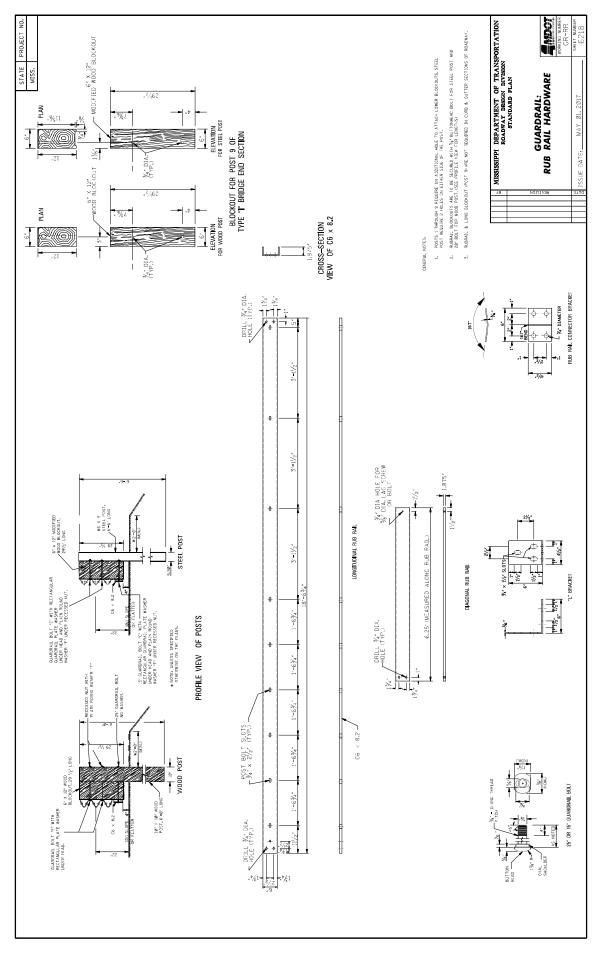


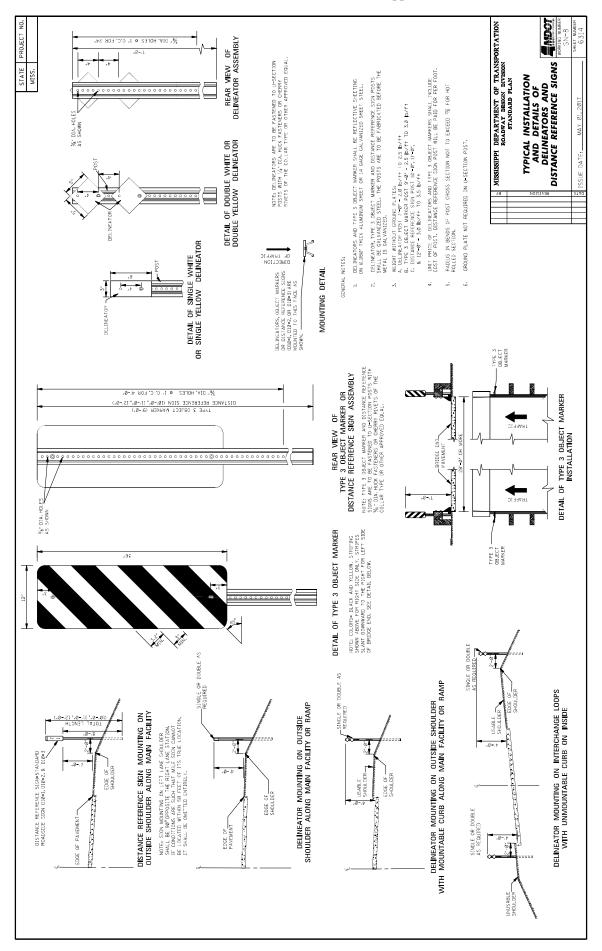












MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 3599 CODE: (SP)

DATE: 08/11/2021

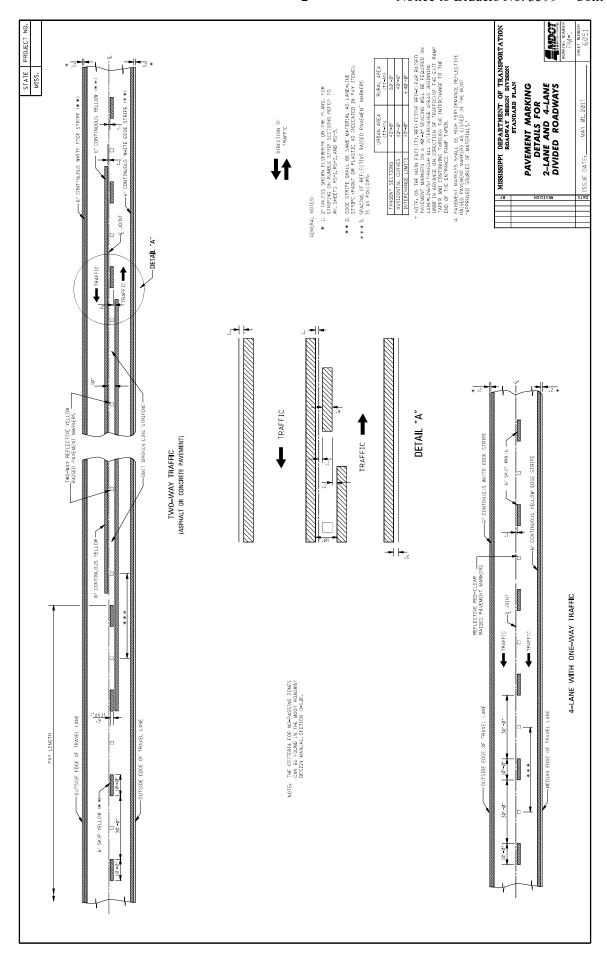
SUBJECT: Standard Drawings

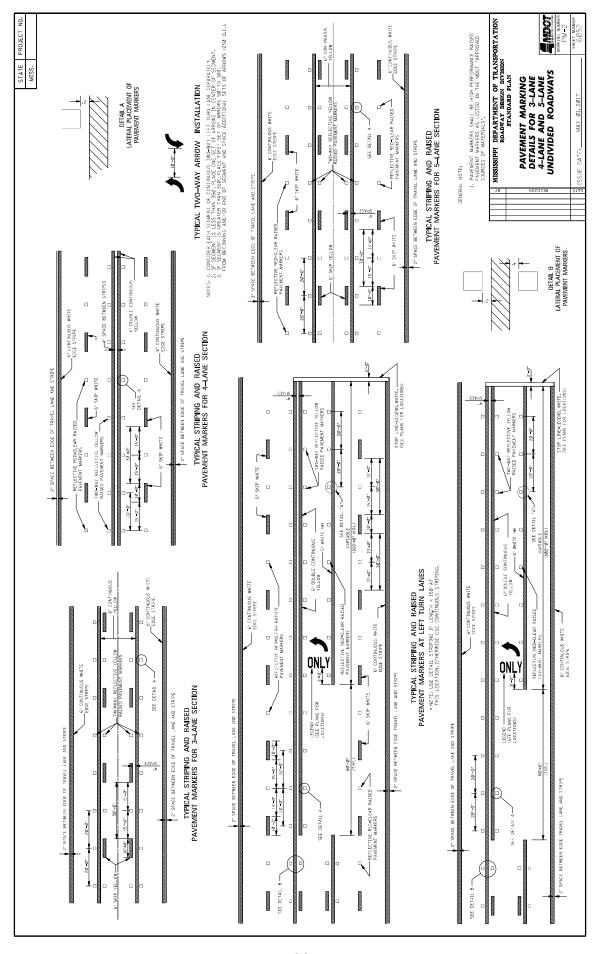
Standard Drawings attached hereto shall govern appropriate items of required work.

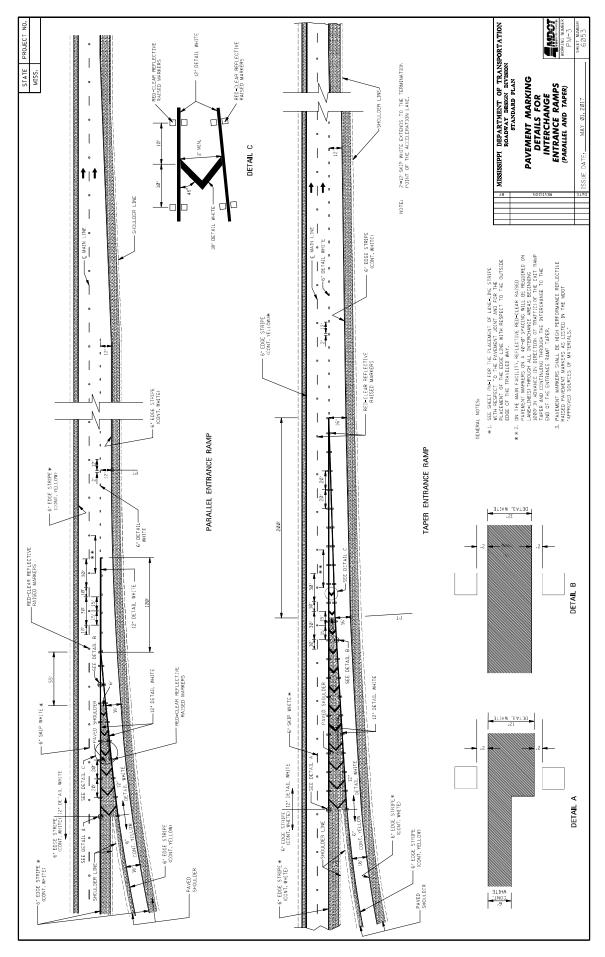
Larger copies of Standard Drawings may be purchased from:

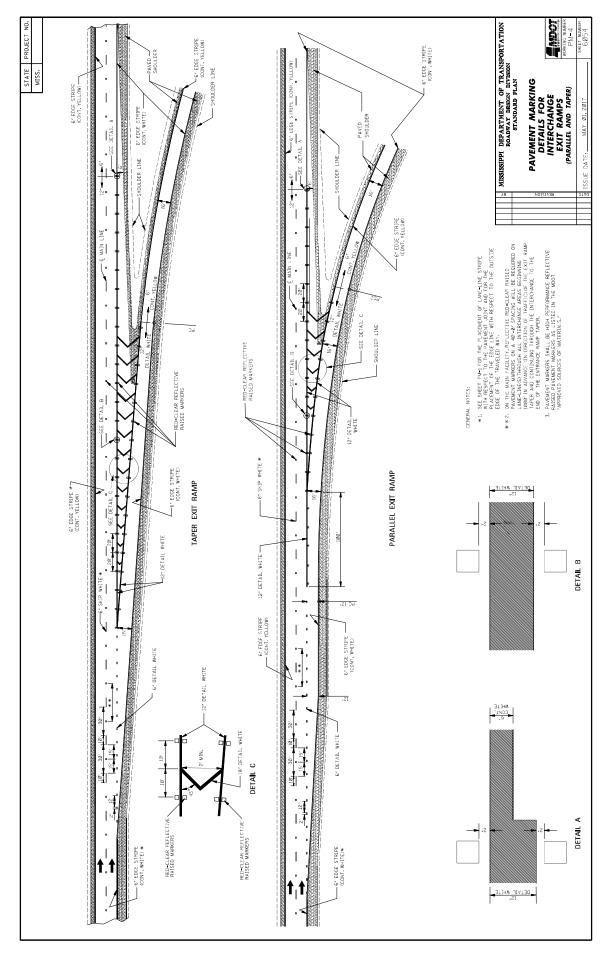
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461

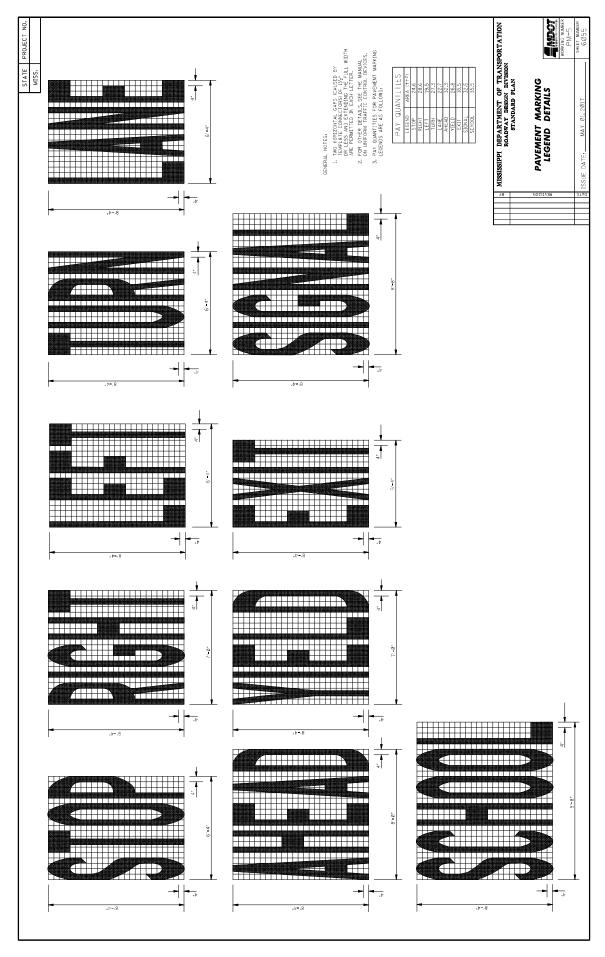
or e-mail: plans@mdot.state.ms.us

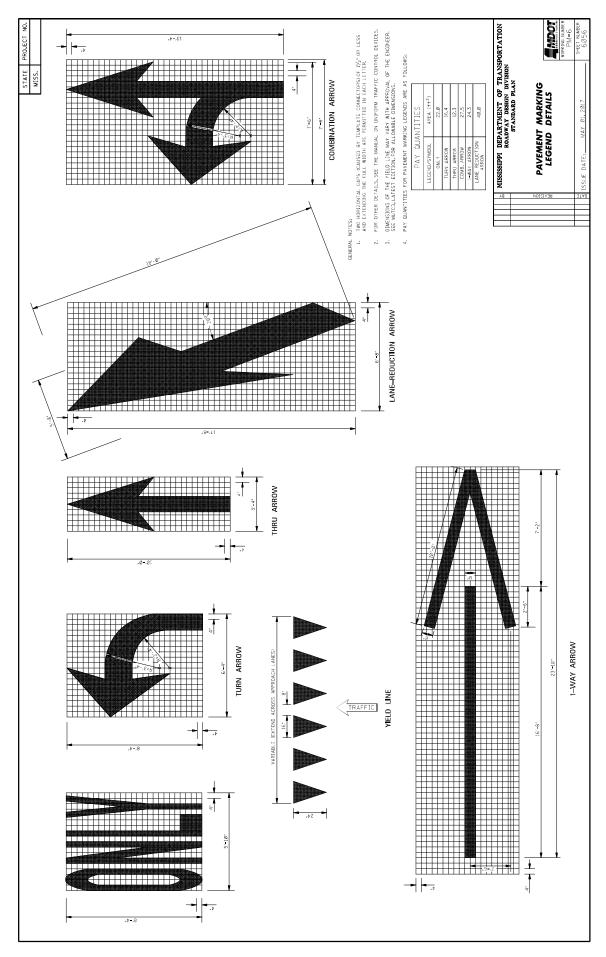


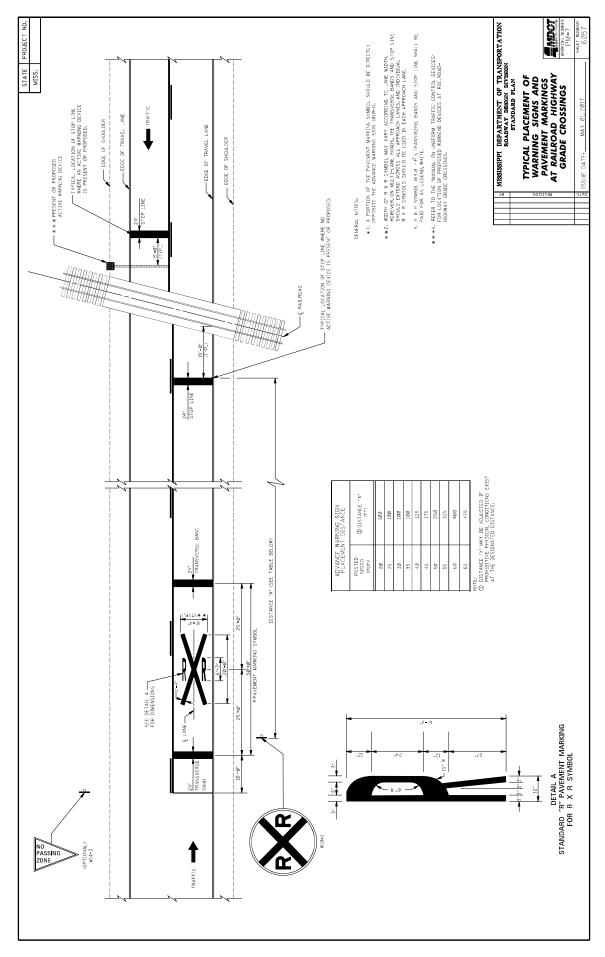


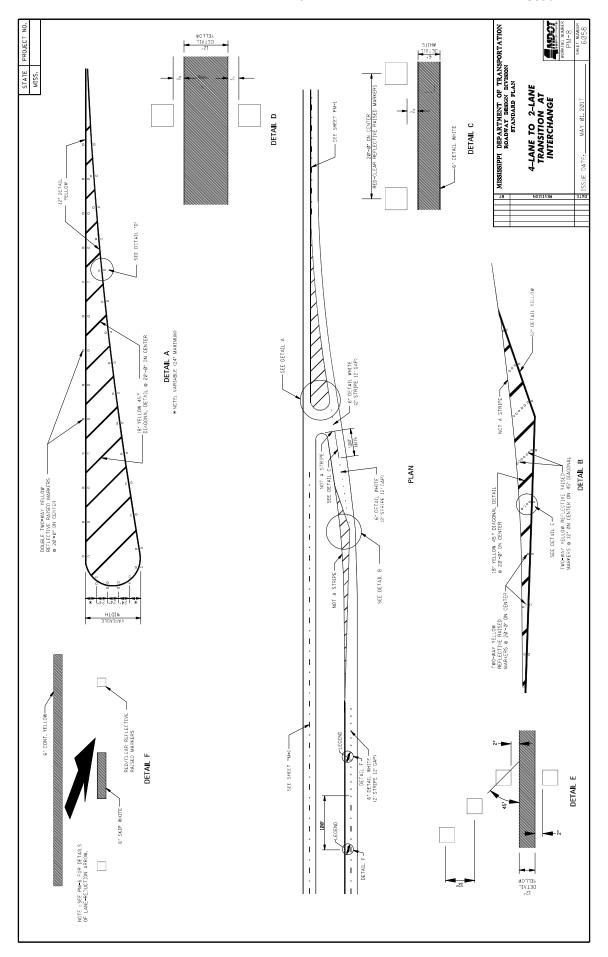


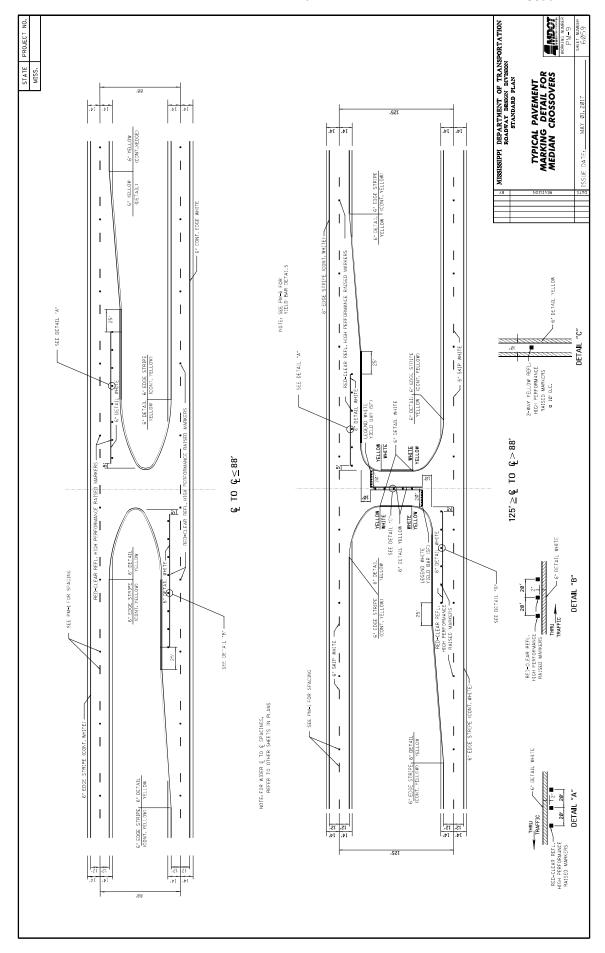


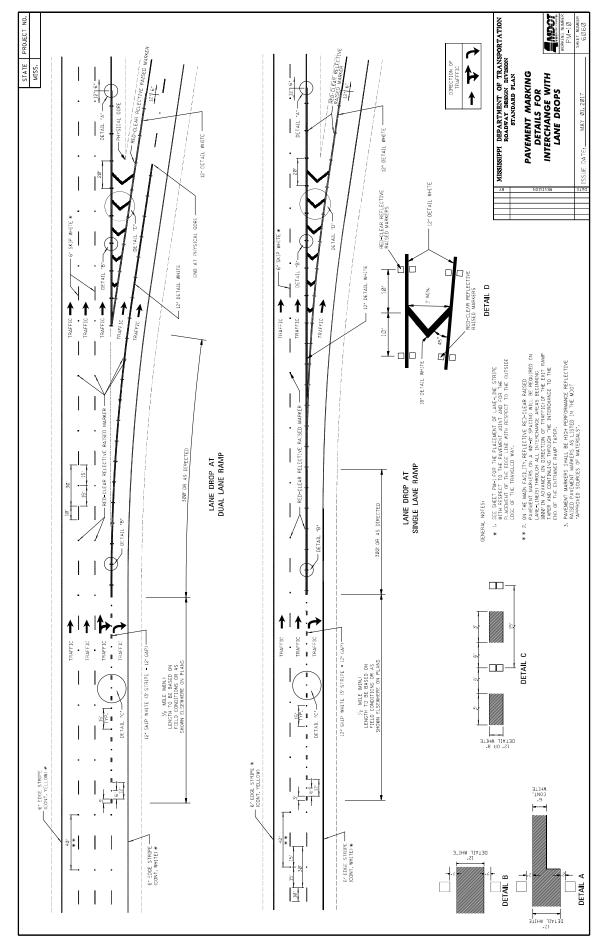


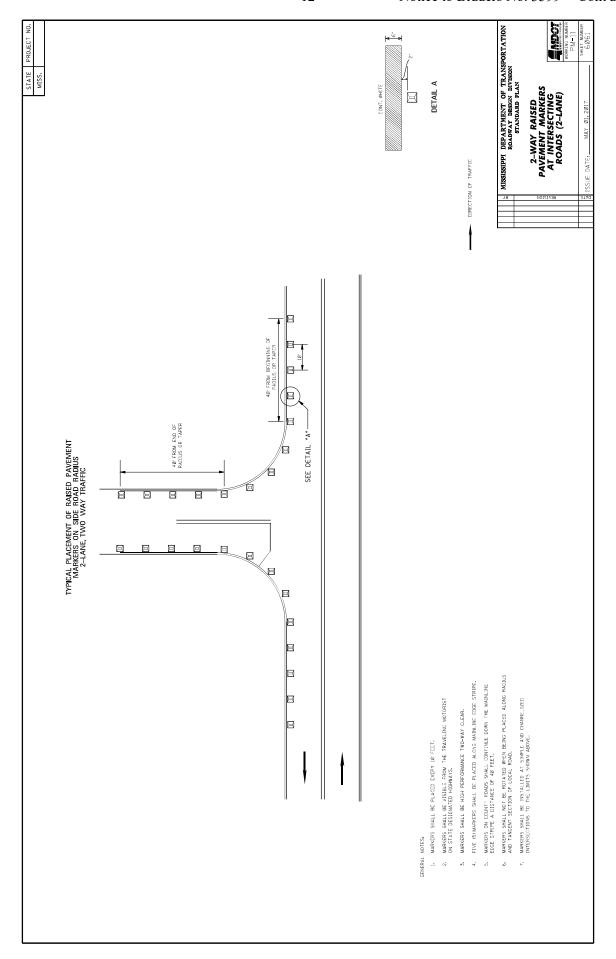


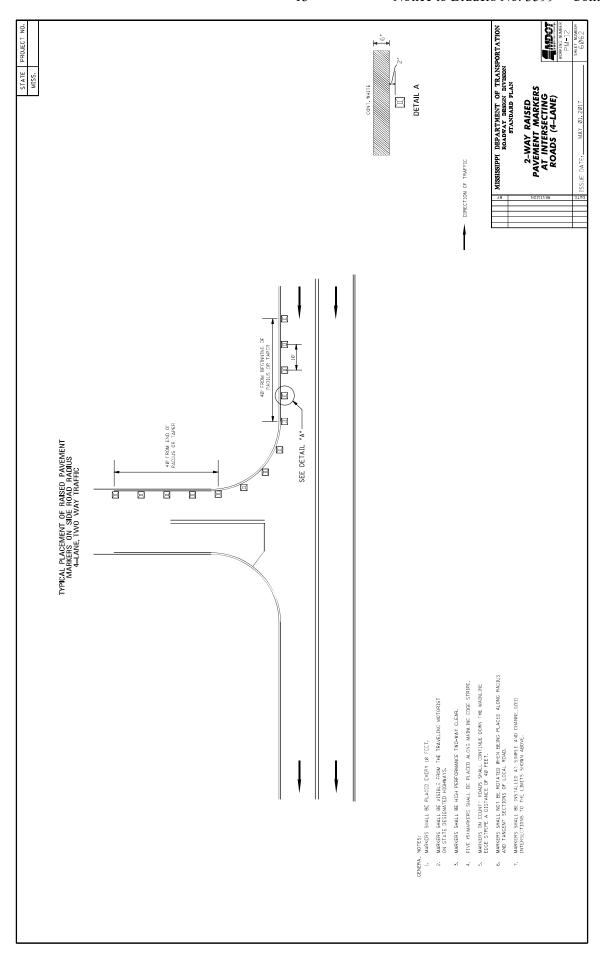


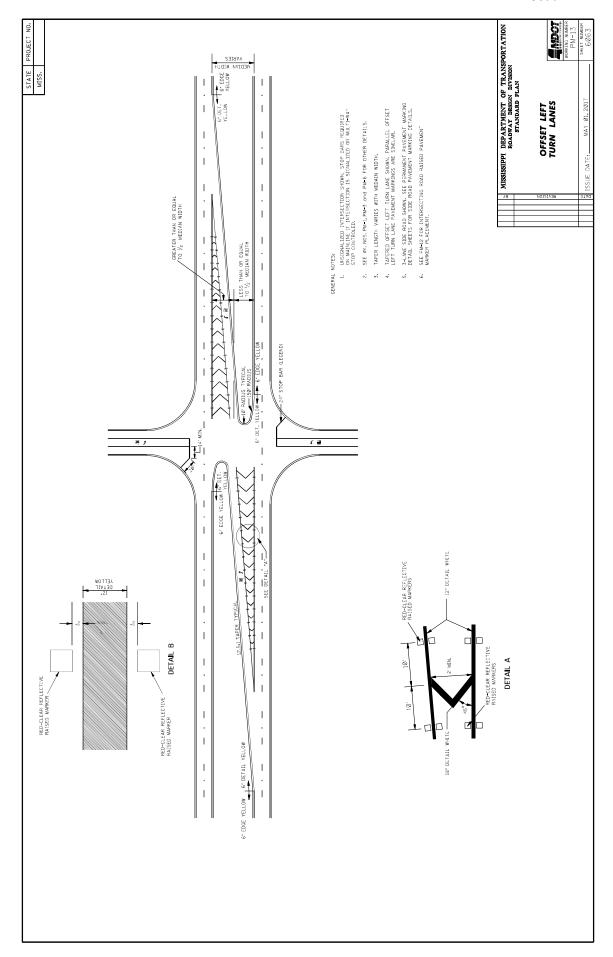


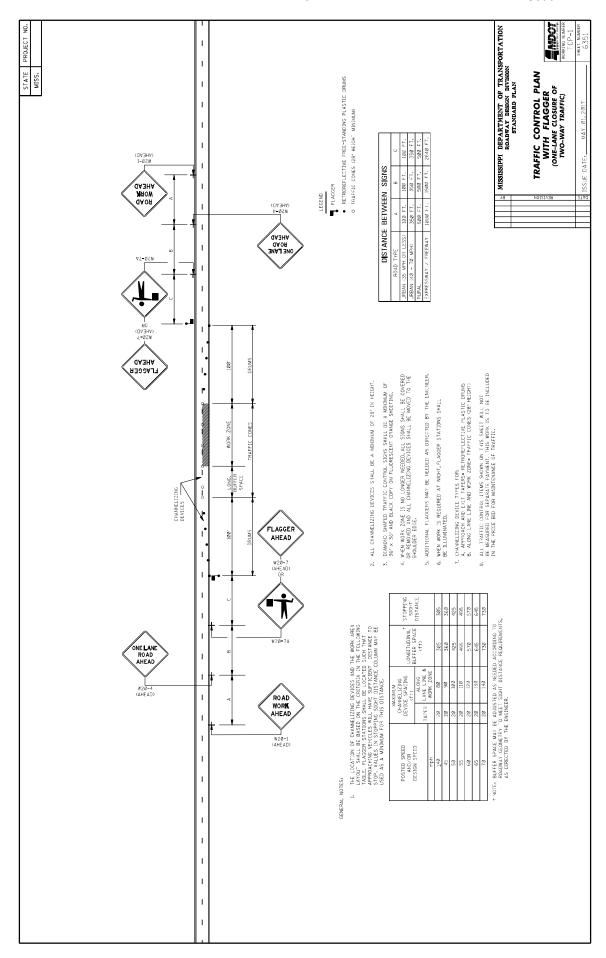


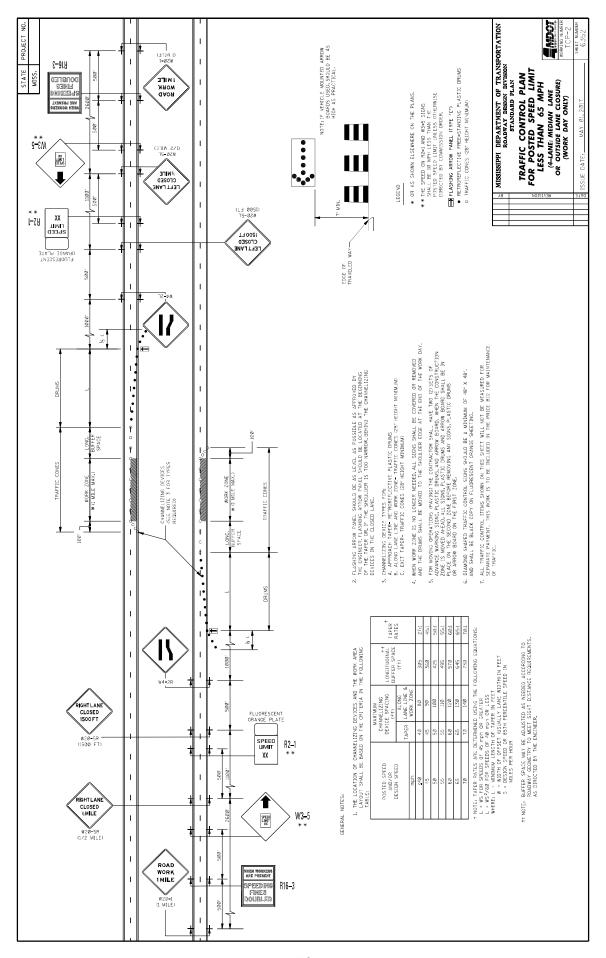


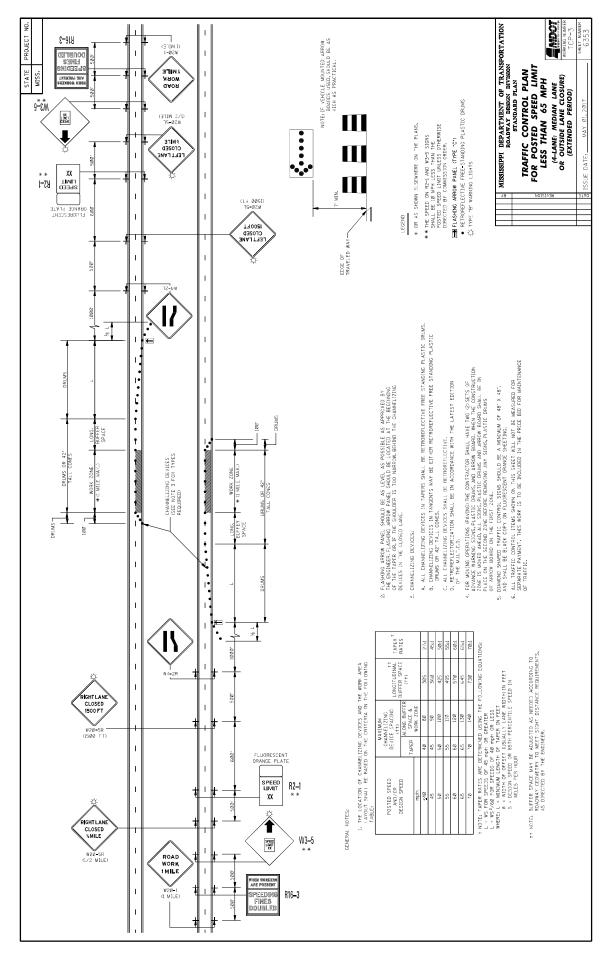


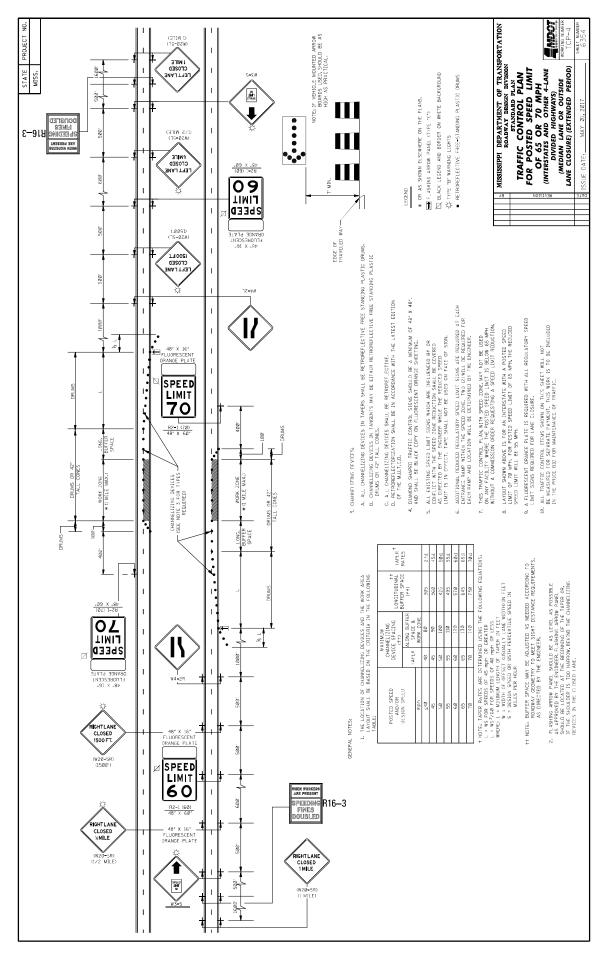


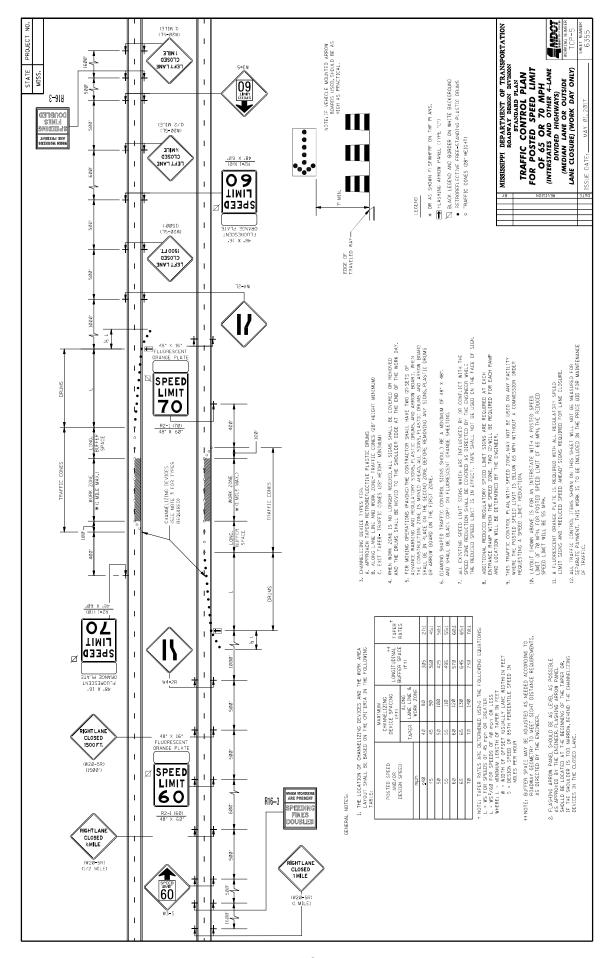


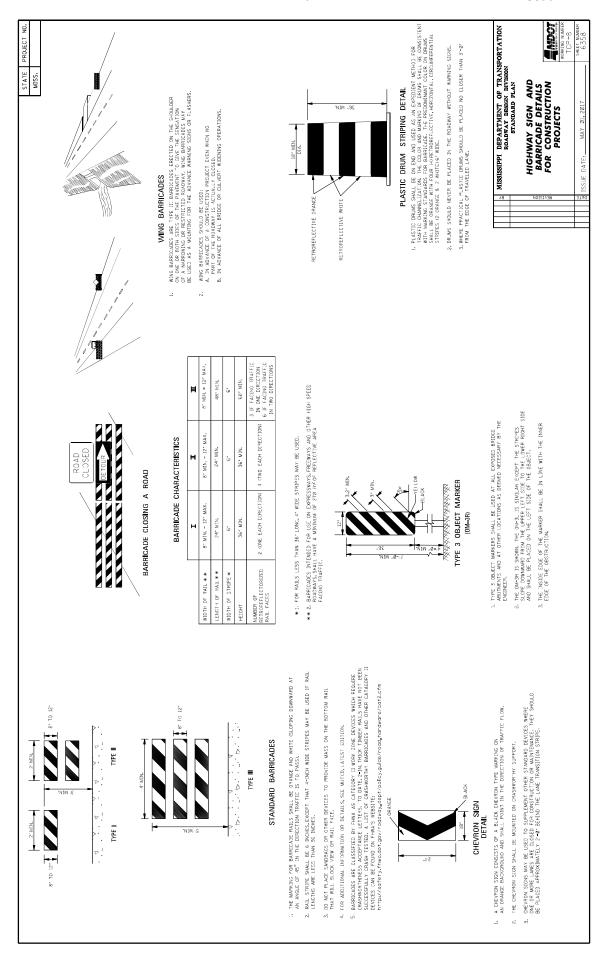


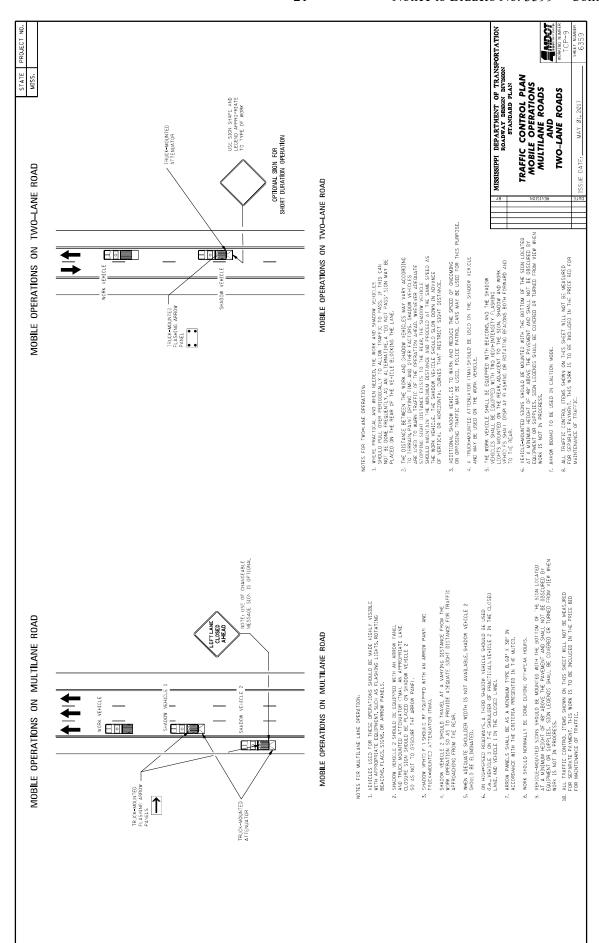


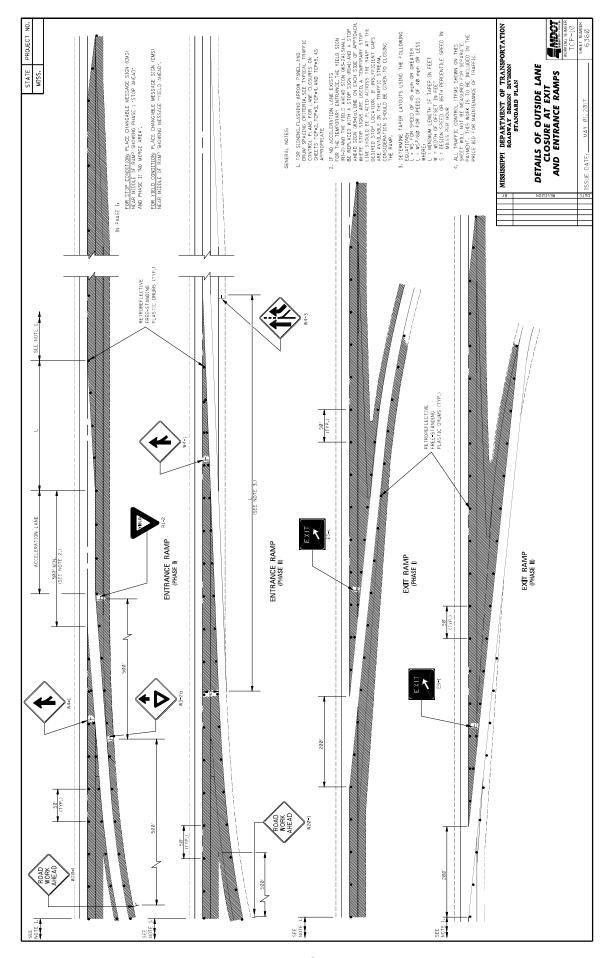


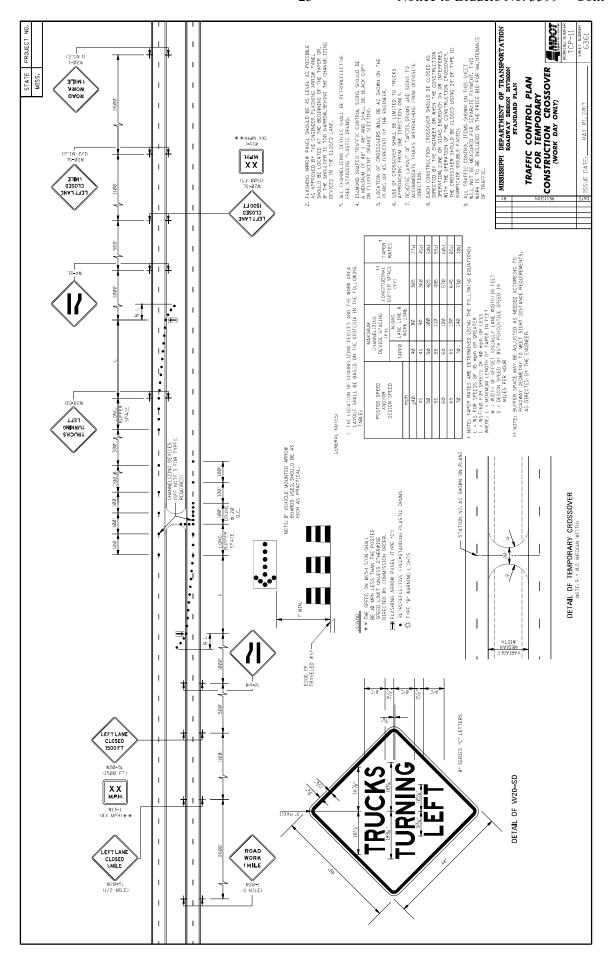


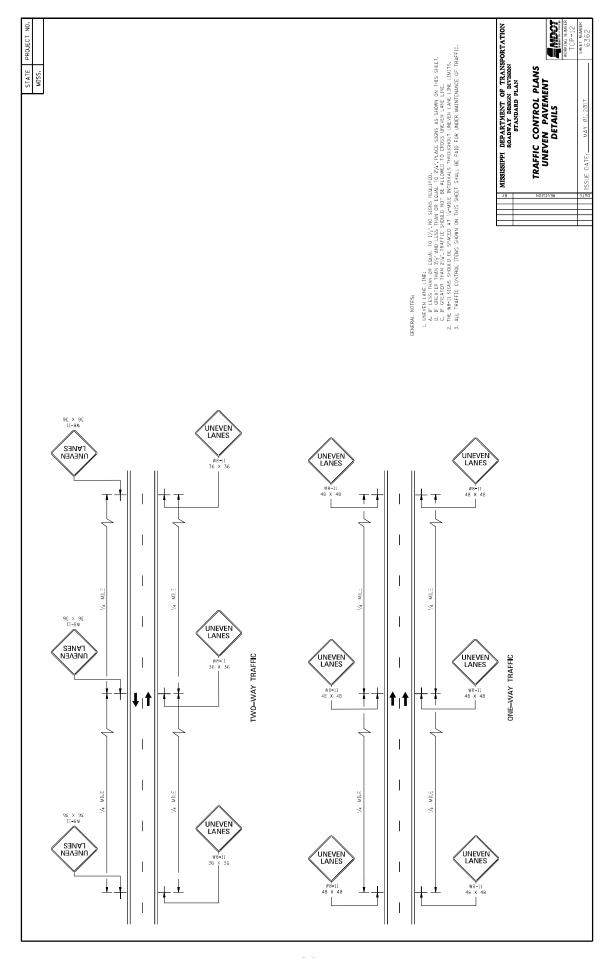


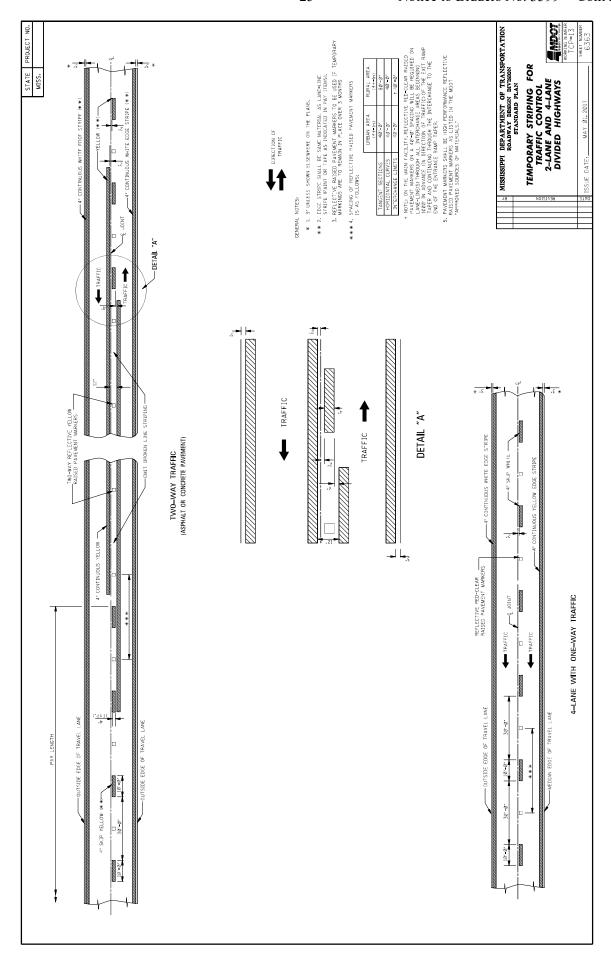


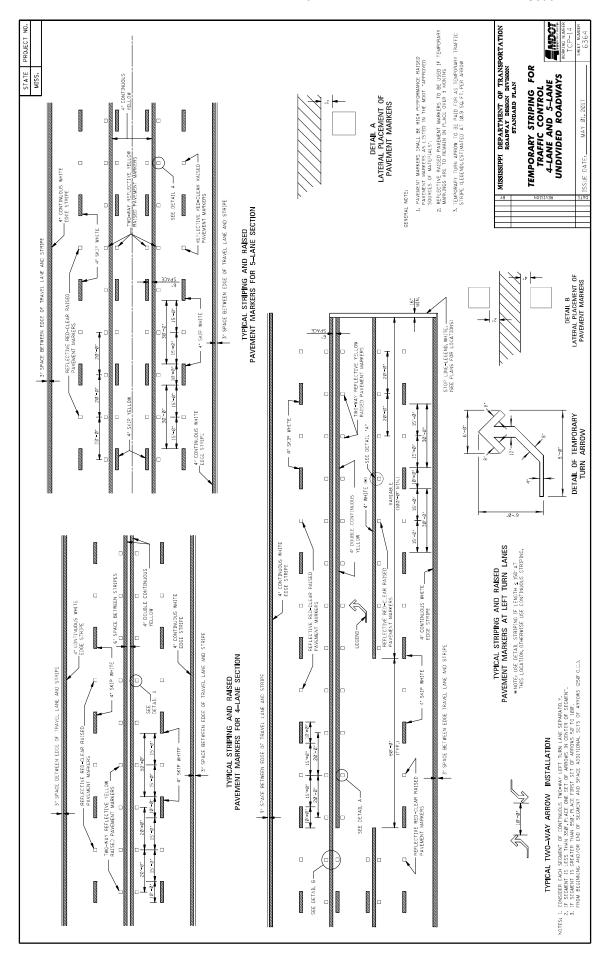


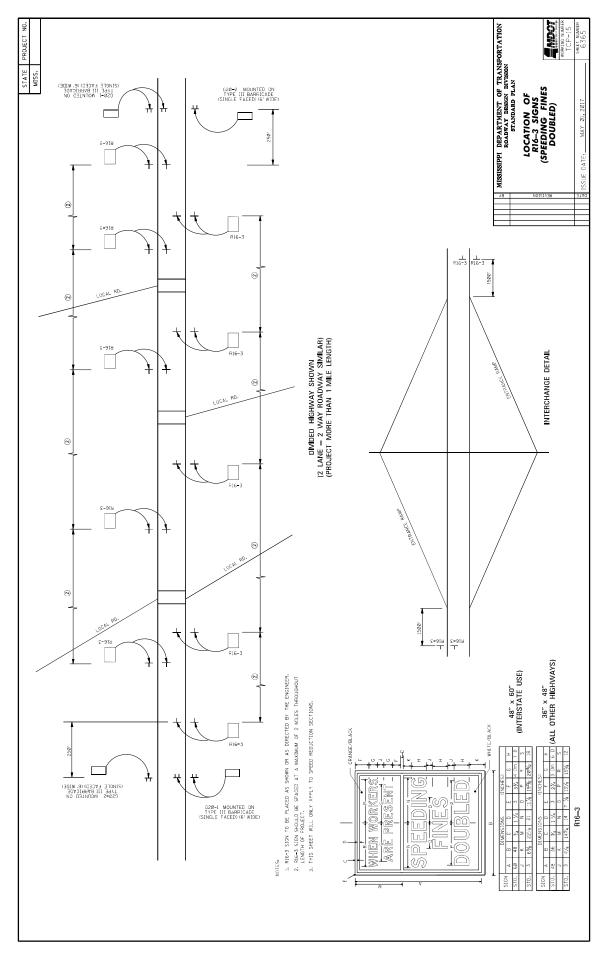


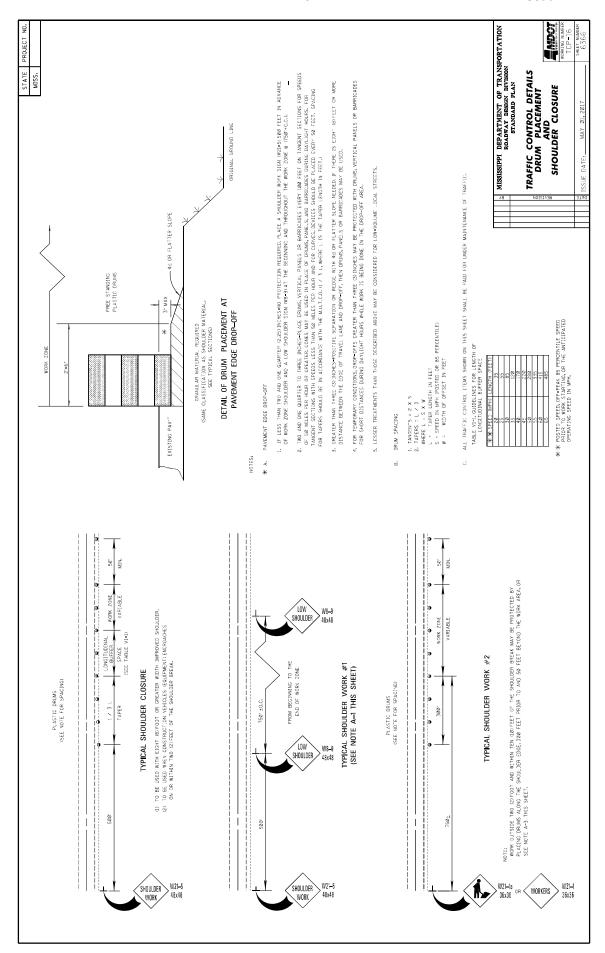


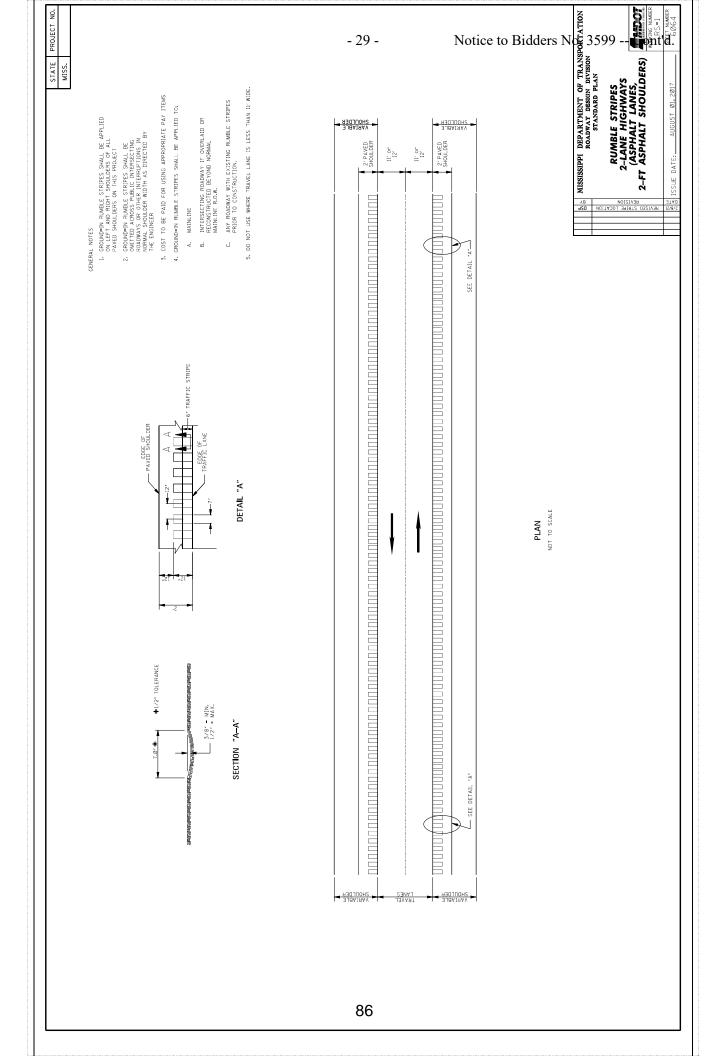


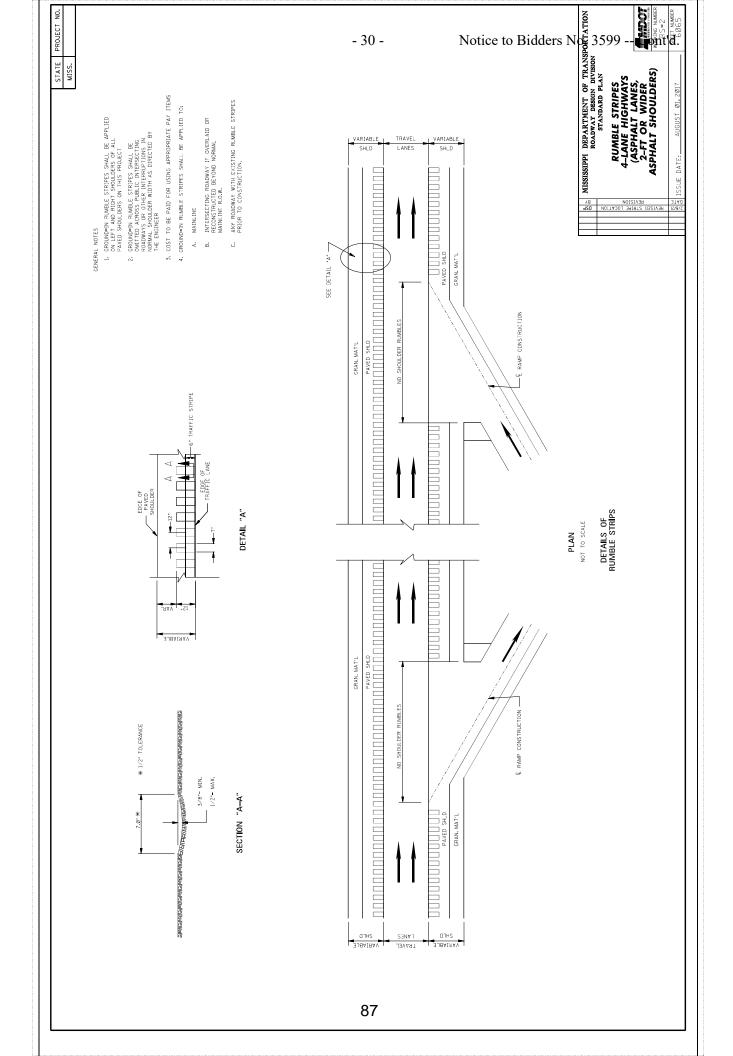


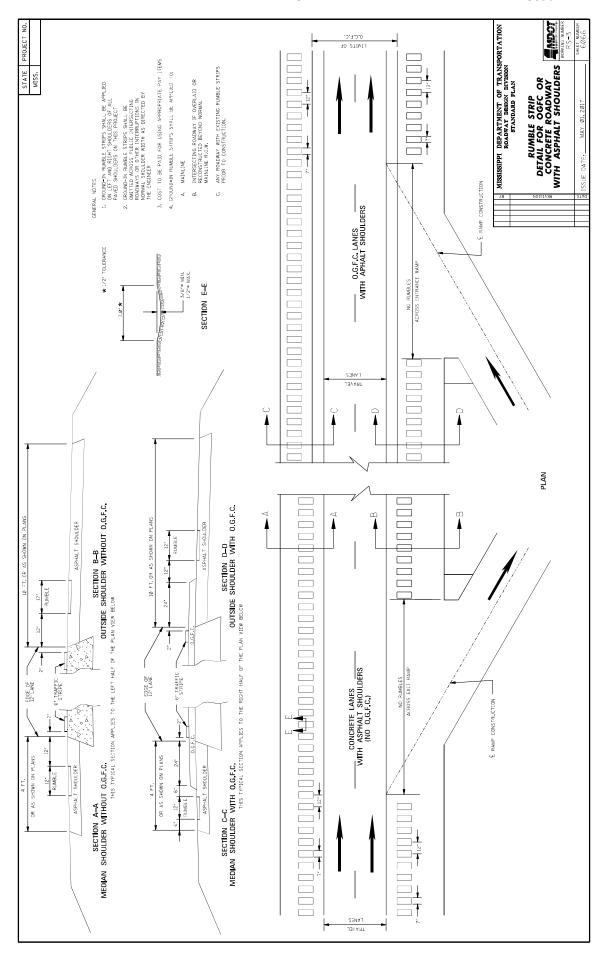












MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3676 CODE: (SP)

DATE: 09/21/2021

SUBJECT: Asphalt Gyratory Compactor Internal Angle Calibration

Bidders are advised that by March 1, 2022, all asphalt gyratory compactors shall be calibrated to an internal angle of $1.16^{\circ} \pm 0.02^{\circ}$. This requirement will be reflected in updates made to MT-78, MT-80, and MT-83. This calibration requirement also extends to all QC/QA testing.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 3875

DATE: 12/15/2021

SUBJECT: ITS General Requirements

For this Notice to Bidders, the "Engineer" shall mean the Project Engineer and/or their designee(s) throughout the rest of this NTB, unless stated otherwise.

Submittals

All submittals covered under this section shall be made electronically to the Project Engineer and to the ITS Engineer, shall clearly state the project name and project number, and should be in as few separate submittals as possible.

All products selected for use on this project shall be in compliance with 2 CFR 200.216, in addition to all other contract requirements as outlined throughout the specifications, special provisions and plans. No telecommunication and video surveillance equipment or services shall be manufactured by the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities.

<u>Product Data.</u> Manufacturers' product data including specifications/cut-sheets, design guides, installation manuals, operating manuals, and maintenance/service manuals shall be submitted by the Contractor for each component of the ITS system, including but not limited to cabinets, controllers, sensors, conduit, pull boxes, hardware, and all other parts of the system selected for installation.

The complete information for the original product data submittal shall be contained in as few submittals as possible and be in an organized fashion.

The product data submittal shall be accompanied by a specification checklist. At a minimum, this checklist shall clearly state the following:

- 1) The project name and project number
- 2) The date of the submittal
- 3) The pay item number and description
- 4) The part and/or model number, matching the cut-sheet
- 5) The manufacturer
- 6) A Certification Statement that the referenced product is not manufactured by any of the following: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities. (as per 2 CFR 200.216)
- 7) Every material requirement as stated in in this Notice to Bidders and as outlined elsewhere within this contract.

8) A statement of whether the product complies with the requirements set forth in the specifications, special provisions, plans and NTB. If product is not compliant, an explanation of non-compliance shall be provided.

All subsections of a particular section may be omitted if the section heading is included, is indicated to be not applicable, and that it is evident that all subsections being omitted are also not applicable.

It shall be the responsibility of the Contractor to guarantee the accuracy of the checklist.

Other Submittals. The following submittals shall be required:

- 1) Shop Drawings
- 2) Cabinet wiring diagrams with system labeling schedule.
- 3) Site wiring/connection drawings.
- 4) Rack diagrams showing rack mounted equipment.
- 5) All documentation as described in the Project Testing Plan Requirements section below.
- 6) Project Record Drawings:
 - a. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the Work, to enable future service, modifications, and additions to the Work.
 - b. Project Record Drawings are an important element of this Work. Contractor shall accurately maintain Project Record Drawings throughout the course of this project.
 - c. Project Record Drawings shall include documentation of all Work, including the conduit locations, pull box locations, equipment locations, foundation details, setup parameters and wiring and block diagrams.
 - d. Project Record Drawings shall accurately show the physical placement of the following:
 - i. Cabinets, sensors, pull boxes, and other materials installed at each site.
 - ii. Conduit runs and splicing information.
 - e. Project Record Drawings shall show the physical placement of each system component installed during the project at each site. Where the plan details do not depict actual field conditions, the Contractor shall amend the construction plan as required.
- 7) Upon completion of Work, and prior to Final Acceptance, the Contractor shall prepare and submit the final record set of Project Record Drawings. This set shall reflect the installed Work.
- 8) Closeout Submittals A set of Project Record Drawings shall be provided to the Project Engineer and ITS Engineer for any items that changed or were not previously submitted, including:
 - a. Project Record Drawings
 - b. Product Data
 - c. Installation Manuals
 - d. Operating Manuals
 - e. Maintenance/Service Manuals

As-Built Plans. The Contractor shall provide GPS locations of all pull boxes, splices,

termination equipment cabinets, ITS field locations and all pole locations. The Contractor shall record and submit the sequential footage markers from the fiber optic trunk and drop cables for each GPS location. The Contractor shall provide scanned PDF files of all plan sheets with pen and ink markups. The Contractor shall provide a site location inventory of ITS devices to include manufacturer model, serial numbers, MAC addresses, and IP addresses (as applicable) for all installed devices. All documentation will be due to the Department a minimum of thirty (30) calendar days after the installation.

Additional Quality Assurance Measures

The project shall be constructed in such a manner as to comply with environmental regulations and erosion control as specified in the plans and elsewhere in MDOT standard specifications.

At the completion of the Work, the site shall be cleaned, restored, grassed and otherwise stabilized to a condition consistent with conditions before work began. This work shall be paid for under other items of work.

All disturbed signs, guardrail, markers, fencing, and other roadway appurtenances shall be restored. Disturbed roadway appurtenances that require complete removal and replacement will be identified within the contract and will have separate pay items and quantities set forth for such work.

The Contractor shall clean-up debris caused by Contractor's activities on a daily basis as the work progresses. This work shall be paid for under other items of work.

All work-related accidents shall be reported immediately to the Project Engineer or his/her representative.

<u>Maintenance and Technical Support.</u> The supplier must provide and have a parts support system capable of providing parts for the length of the warranty period.

Project Testing Plan Requirements

The Contractor shall conduct a Project Testing Plan as required below in addition to all other project testing and acceptance procedures required elsewhere in the specifications and Plans. Some specifications contain details regarding the testing for individual device types or attributes, but this section outlines the overall testing plans for the entire project as a whole. The Project Testing Plan shall include a series of tests on all project materials occurring at various stages in the project. All costs associated with the Project Testing Plan shall be absorbed in contract pay items; no separate payment will be made for any testing.

General Requirements. The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Plan as detailed below and providing all required equipment for the tests. The Engineer reserves the right to attend and observe all tests.

Each test shall be an individual and separate event for each type of test and for each type of equipment as defined elsewhere within this NTB. The Contractor shall follow the testing sequence as described in this NTB and shall perform the required tests on all applicable

devices and infrastructure.

Test procedures shall be submitted and approved for each test as part of the project submittals programs. Test procedures shall include every action necessary to fully demonstrate that the material under test is clearly and definitively in full compliance with all project requirements. Test procedure actions shall cross-reference to the specifications or Plans requirement that is the subject of the test action. Test procedure actions shall cross-reference the applicable sections of the final approved Project Submittal Compliance Form and the submittal materials for the subject of the test action. Test procedures shall contain test setup and block/wiring diagrams showing all materials being tested and all test and measurement equipment, with calibration documentation, and shall contain documentation regarding the equipment configurations and programming. Test procedures shall include checkoff blanks for each project requirement included in that test and shall include forms for the documentation of all measured test results.

No testing shall be scheduled until approval of all project submittals for all materials covered under a given test and approval of the test procedures for the given test has been granted.

Unless otherwise required herein, the Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the material to be tested. The Engineer reserves the right to reschedule tests if needed.

For any series of tests on different installations of a given material (e.g., different sections of cable), the Contractor shall request in writing the Engineer's approval for the first test occurrence of the series a minimum of 14 days prior to the requested test date, regardless of the notification requirements for subsequent test occurrences.

The Contractor shall provide all ancillary equipment, materials, diagnostic and test software, and computers as required in the approved test procedures.

All test results shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Engineer within seven (7) days of the completion of the test. Any given test session is considered incomplete until the Engineer has approved the documentation for that test session.

The Contractor shall provide test results documentation in electronic format and printed format (3 copies). Electronic formats shall be provided in both PDF and Microsoft Excel or other approved application. Printed copies shall be bound and organized by test, equipment type, and individual unit.

- Two sets are for the Traffic Engineering ITS Department
- One set is for the Engineer

All test results shall be provided in English units of measure.

All test results deemed by the Engineer to be unsatisfactorily completed shall be repeated by the Contractor, following all test requirements as defined elsewhere in this NTB and contract specifications. This shall include a request in writing for the Engineer's approval for the repeated test a minimum of 14 days prior to the requested test date, unless this requirement is waived by the Engineer. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. Any revisions to the test procedures for a repeated test occurrence shall meet all requirements for the original test procedures, including review and approval by the Engineer.

The satisfactory completion of any test shall not relieve the Contractor of his responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

It is possible for the Contractor to schedule multiple test dates and revise the actual test being performed on a particular day if; 1) the Engineer approves of the change, 2) all test scheduling requirements above have still been met for the actual test to be performed on the date, and 3) there is not an unreasonable change of location, time, duration, or requirement of the Engineer.

<u>Factory Acceptance Test (FAT)</u>. FATs shall be conducted at the Manufacturer or Contractor's facility or at a facility acceptable to all parties prior to shipping from the factory. The goal of the FAT is to verify that the equipment meets the requirements of the specifications. All equipment to be utilized for this project shall be subject to tests that demonstrate the suitability of the design and manufacturing procedures and compliance with the contract requirements, unless an exception for a specific equipment item is granted by the Engineer. The tests shall be performed on production units identified to be delivered under this Contract. As a minimum, a FAT is required for each of the following project materials:

• Dynamic Message Signs

The FAT testing procedures and results for specifically identified materials shall demonstrate that all testing requirements as outlined within the contract (standard specifications, plans, special provisions, and notice to bidders) are met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the project system.

The Engineer reserves the right to waive FATs which are deemed to be unnecessary and reserves the right to witness all FATs that are determined to be critical to the project. At the Engineer's discretion, the Engineer may be in attendance at the FAT for any units tested. The FAT for the first three (3) units shall be conducted during the same time period and shall be completed before additional units are produced.

The Engineer shall be notified a minimum of 45 calendar days in advance of such tests. Salary and travel expenses of the Engineer and his/her representatives will be the responsibility of the Department. In case of equipment or other failures that make a retest necessary, travel expenses associated with retests for the Engineer and his/her representatives shall be the responsibility of

the Contractor. The travel expenses shall include all costs associated with having a two-person Engineer review team on site, including but not limited to airfare, automobile rental, lodging, and per diem. These costs, excluding airfare, shall not exceed \$500.00 per representative, per day. These costs shall be deducted from the payments due or charged to the withholding account of the Contractor when the project is terminated.

The vendor must complete the FAT on all remaining units on their own and submit documentation to the Engineer that the FATs were completed. The Engineer reserves the right to randomly attend those FAT tests.

No equipment for which a FAT is required shall be shipped to the project site without successful completion of factory acceptance testing as approved by the Engineer and the Engineer's approval to ship.

Bench Test Components (BTC). The Contractor shall perform a complete BTC on the lesser of the full contract quantity of units of equipment and materials or the number of units required as specified in this subsection below. The quantity listed in the subsection below is a "minimum" quantity and the Engineer reserves the right to require testing of additional quantities if the initial testing is not deemed adequate. The Contractor shall provide the testing location and facility, which shall be in Mississippi and within a 25-mile radius of the project limits. The test location must be approved by the Engineer as part of the BTC test procedure submittal.

The BTC shall demonstrate that all equipment and materials are in full compliance with all project requirements and works "out of the box" by visual inspection, setup and operation "on the bench", functional testing of the component including manufacturer's recommended startup diagnostics, and testing prior to any field installation of that equipment or material. Test results documentation shall be provided for each equipment item and material in the full contract quantity; test results documentation shall include the manufacturer's serial number and the project location ID for each item.

As a minimum, a BTC is required for each of the following project materials for quantities as shown.

- Closed Circuit Television Equipment, 4 PTZ units & 6 fixed units
- Dynamic Message Sign, 2 complete units of each type
- Travel Time Signs, 2 compete units
- Network Switches Type A, 4 units
- Network Switches Type B & F, 2 units each
- Network Switches, Type C, D, & E, 1 unit each
- ITS Radar Vehicle Detection Sensors, 6 units
- Highway Advisory Radios, 2 units
- Radio Interconnect System, 4 units of each type
- Bluetooth Detection System, 6 units
- DSRC devices, 6 units
- Roadway Weather Information System, 2 complete units
- Traveler Information Video Kiosk, 2 complete units

- Smart Work Zone System
 - o Portable CCTV station, 2 complete units
 - o Non-Intrusive Vehicle Detection Devices / Portable Traffic Sensors, 4 complete units
 - o Highway Advisory Radio, 2 complete units
 - o Portable Changeable Message Signs, 2 complete units
 - o Portable Traffic Signal, 2 complete units
- Off-the-shelf and Vendor Software, all necessary
- Equipment Cabinet (Type A), 2 cabinets
- Equipment Cabinet (Type B), 4 cabinets
- Equipment Cabinet (Type C), 2 cabinets

<u>Pre-Installation Tests (PIT)</u>. The Contractor shall perform Pre-Installation Tests (PIT) on all device quantities that are not included in the BTC. The Contractor shall provide the testing location and facility, which shall be within a 25-mile radius of the project limits or as approved by the Engineer. The test location must be approved by the Engineer as part of the PIT test procedure submittal. The PIT shall be a shortened version of the BTC to ensure the equipment will power up, operate, and was not damaged during shipment. The Engineer reserves the right to attend any PIT as desired; however, the contractor shall submit documentation of the PITs whether the Engineer is present or not. In addition to these requirements, see the DMS, TTS, and Fiber Optic Cable Special Provisions for more details.

Stand Alone Site Tests (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links infrastructure (fiber, leased copper, wireless), cable, poles, camera lowering devices, device communication cables, cabinet apparatus, etc. The goal of the SAT is to verify that the equipment has been properly installed and commissioned according to the manufacturer requirements. A SAT shall be conducted at every field device site including communications hubs. A SAT shall be conducted for a fully installed and completed control center in the TMC as described in the TMC modification NTB. A SAT shall be conducted for all fiber optic infrastructure.

The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements, are fully functional as installed, and are in their final configuration. As part of this demonstration, SATs shall include but are not limited to the following:

- A visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the Specifications and have no physical damage or deformities.
- The inspection of the cabinet at each site shall include the functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, lights, and door switches.
- Verify that manufacturer documentation for each device is present.
- A measurement of the DC power supply shall be made at the cabinet when it is operating under full load.
- Verify that all equipment has proper power, surge protector, and grounding connections.
- Inspect the integrity of all cable connections and terminations and verify that the cables are

connected and terminated as specified in the Plans.

The SATs for each site type shall include but are not limited to the following:

- CCTV Stand Alone Site Test: Shall be conducted at the CCTV Cabinet and shall demonstrate the complete operation of the CCTV, Network Switch, and the link(s) to any devices that are connected to the Power Supply in the CCTV Cabinet. The SAT shall include a 5-minute recording of each PTZ and Fixed camera showing the field of view and video quality. Two copies of the recording shall be provided to the Engineer on USB flash drives. The recording will start at the preset default position(s) and will demonstrate the full zoom capabilities of the cameras, as well as the full range of the pan and tilt functions of PTZ cameras. This recording shall be in a format playable with Windows Media Player or pre-approved by the Engineer.
- ITS Communications HUT Stand Alone Site Test: Shall be conducted at the HUT and shall demonstrate the complete operation of all equipment inside the HUT including Network Switches. This also includes visual inspection of the Site elements associated with the HUT.
- ITS Termination Cabinet Stand Alone Site Test: Shall be conducted at the termination cabinet and shall demonstrate the complete operation of all equipment inside the cabinet including Network Switches. This also includes visual inspection of the Site elements associated with the termination cabinet.
- Radio Interconnect System Stand Alone Site Test: Shall be conducted from the cabinets at both ends of the communications link (even if one end consists of existing equipment) and shall demonstrate that the radios, the antennas, the entire link, the Network Switch, and the transmission of video and/or data are fully operational. See Radio Interconnect Special Provision for more details.
- *Highway Advisory Radio Site Test:* Shall be conducted at the HAR cabinet, antenna, and advisory signs and shall demonstrate complete operation of recordings, transmissions, and remote flashing beacon unit(s). See HAR Special Provision for more details.
- Fiber Optic Cable Stand Alone Site Test: Shall be conducted at each Cabinet and at each HUB and shall include both power meter tests and OTDR tests. See Fiber Optic Special Provision for more details.
- Conduit Detection Wire Stand Alone Site Test: Shall be conducted at each pull box and shall demonstrate that a continuous run of conduit detection wire was installed between pull boxes, vaults, cabinets, and structures as required.
- ITS Radar Vehicle Detection Stand Alone Site Test: Shall be conducted at the IRVD Cabinet and shall demonstrate the complete operation, proper configuration, and verification of detection for each lane of traffic or zone of the IRVD unit(s).
- BDS Stand Alone Site Test: Shall be conducted at the Device Cabinet and shall demonstrate the complete operation and proper configuration of the unit(s), verify network connection to the BDS through ping and telnet sessions from a remote PC, and confirm that the system is fully functional by detecting Bluetooth devices at a sample rate approved by the Engineer.
- RWIS Stand Alone Site Test: Shall be conducted at the RWIS Cabinet and shall demonstrate the complete operation and proper configuration of the RWIS and shall verify that the remote flashing beacon unit(s) on the warning signs are activated properly as

- specified and will de-activate automatically without renewal at preset intervals.
- SWZ Stand Alone Site Test: Shall be conducted at each device at its initial location and shall demonstrate the complete operation and proper configuration of the device as described in the Smart Work Zone Special Provision and NTB. At any subsequent locations, at a minimum, a document verifying that the device is configured for the new location shall be submitted to the Engineer.
- Kiosk Stand Alone Site Test: Shall be conducted at the device, verify all required video layouts and displays, demonstrate all required software features, and demonstrate the complete operation of the device and Network Switch. Refer to the Traveler Information Video Kiosk specification for more details.
 - DMS & TTS Stand Alone Site Test: Shall be conducted at the Device Cabinet, verify that all pixels are operational, verify that the sign can be controlled locally through both the serial and Ethernet ports, and demonstrate the complete operation of the device and Network Switch. The signs shall be delivered with and tested using default fonts and sizes that are provided by the MDOT ATMS drivers.

The Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. The Contractor shall arrange, at no additional expense to the State, the attendance of a qualified technical representative of the equipment manufacturer to attend each test until a minimum of two (2) sites of that type are approved.

<u>Sub-System Test (SST)</u>. The Contractor shall perform an SST on each DMS and TTS to verify and document that all remote TTS and DMS functions and alarms are operational from the TMC.

An SST is required for at least ten percent (10%) of each of the following devices being placed for the project, taken by a random sampling: BDS, Network Switch, IRVD, HAR, Radio, CCTV, Video Vehicle Detection, and RWIS including beacons. The SST will require the Contractor to demonstrate and document that all functions and alarms are operational from the TMC.

An SST is required for each Traveler Information Kiosk in the project and will require the Contractor to demonstrate and document the features demonstrated in the Kiosk SAT using remote access from the TMC.

An SST is required for each Smart Work Zone device in the project and will require the Contractor to demonstrate and document the connection between the device and the central data/video collection site. Once a Smart Work Zone device has been verified to be properly configured, working, and communicating at its current location, the device can be utilized without further testing. The Conditional System Acceptance Test, Burn-in period, Final Inspection, or Final System Acceptance is not required for a device being solely utilized as part of the temporary Smart Work Zone System. Devices moved to a new location do require verification that they are still working as intended in the new location.

The Contractor shall coordinate the SST to be performed with the Project Engineer or designee present. The Contractor shall provide an SST plan to the Project Engineer for review and approval a minimum of two weeks in advance of tests being performed.

Conditional System Acceptance Test. The Contractor shall perform a complete conditional system acceptance test on all equipment and materials in the project. The Contractor shall not request the conditional system acceptance test until the SATs have been satisfactorily completed, all as-built documentation has been submitted and approved, and all other project work has been completed to the satisfaction of the Engineer. Prior to a Conditional System Acceptance Test, the Contractor shall provide advance notice of and written test results documenting that the Contractor has performed a dry-run of the conditional system acceptance test. The Engineer reserves the right to attend a dry-run test session.

The Contractor shall coordinate the CSAT with the Engineer. The Contractor shall provide a CSAT plan to the Engineer and be approved a minimum of fourteen (14) calendar days in advance of tests being performed. The CSAT plan shall be inclusive of steps and procedures to be performed and scheduled times to perform test procedures.

The Contractor shall test all project systems simultaneously from the State TMC in a manner equivalent to the normal day-to-day operation of the system. The Conditional System Acceptance Test shall demonstrate that all equipment and materials in the network are in full compliance with all project requirements and fully functional as installed and in final configuration, communicating with and being controlled through the control center at the State TMC. If pre-processing systems (e.g., edge computing) or post-processing systems (e.g., video image processing and analytics, detection in one device triggering an alarm or event in another device, etc.) are present, these shall be tested, verified, and documented as working as intended during the CSAT. Edge computing is where data-handling activities, such as analysis and event-triggering, takes place near the physical location that the data is collected.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend any given Conditional System Acceptance Test.

Upon completion and full approval of the Conditional System Acceptance Test for all equipment in all phases, Conditional System Acceptance will be given and the Burn-in Period will begin.

Burn-In Period. Following the Engineer's written notice of successful completion of the Conditional System Acceptance Test, the entire newly installed system must operate successfully for a thirty (30) day burn-in period. The Contractor shall be responsible for the full maintenance of the newly installed equipment during the burn-in period. This maintenance includes all troubleshooting and repairs as well as providing preventive maintenance that meets the equipment manufacturer's recommendations. However, no separate payment will be made during the burn-in period. Successful completion of the burn-in period will occur at the end of thirty (30) complete days of operation without a system failure attributable to hardware, software or communications components. Each system failure during the burn-in period will require an additional thirty (30) days of successful operation prior to being eligible for Final Acceptance (i.e., if the initial burn-in period is thirty (30) days and there are two (2) system failures during this time, the burn-in period would be increased to ninety (90) days).

Burn-In General Requirements:

- Determination of a system failure shall be at the sole discretion of the Engineer.
- System failure is defined as a condition under which the system is unable to function as a whole or in significant part to provide the services as designed. While a single component failure will not constitute a system failure, chronic failure of that component or component type may be sufficient to be considered a system failure. Chronic failure of a component or component type is defined as three (3) or more failures for the same component during the burn-in period.
- Components are defined as contract items or major material elements in a contract item. For electrical and electronic contract items, components are defined as the complete assembly of materials that makes up the contract item.
- Specifically exempted as system failures are failures caused by accident, acts of God, or other external forces that are beyond the control of the Contractor. However, failure of the contractor to respond to the repair request for that failure within 24 hours may be considered a system failure.
- The Department will advise the Contractor in writing when it considers that a system failure has occurred or chronic failure exists.
- If multiple system and/or chronic failures continue to occur throughout the burn-in period due to a single component type, the Contractor may be required to replace all units of that component type with a different model or manufacturer.
 - The Contractor shall document all failures and subsequent diagnosis and repair. The repair documentation shall include as a minimum:
 - o Description of the problem
 - o Troubleshooting and diagnosis steps
 - o Repairs made
 - o List of all equipment and materials changed including serial numbers.
 - o Update of the equipment inventory where needed.
 - O The Contractor shall provide the repair documentation to the Engineer within two (2) days of completing the repair; failure to provide acceptable documentation as required shall be reason to not approve the repair as complete. The Engineer will provide acceptance or rejection of the repair and documentation within seven (7) days of receiving the repair documentation.
 - o The Engineer reserves the right to require, at no additional expense to the State, the presence of a qualified technical representative of the equipment and/or software manufacturers as related to the diagnosis and/or repair of any system failure.
 - During the burn-in period, the Contractor shall perform incidental work such as touching up, cleaning of exposed surfaces, leveling and repair of sites, sodding/grassing and other maintenance work as may be deemed necessary by the Engineer to ensure the effectiveness and neat appearance of the work sites.
 - During the burn-in period, the Engineer shall maintain a "burn-in period punch list" that contains required Contractor actions but that the Engineer does not define as a system failure. Each burn-in period punch list action item shall be completed by the Contractor to the Engineer's satisfaction within seven (7) days of Contractor notification of the action item.
 - During the burn-in period, the Contractor is required to meet the following response times

once notified there is a problem. A response is defined as being on-site to begin diagnosing the problem.

- o Monday thru Friday: The Contractor shall respond no later than 9:00 a.m. the following morning after being notified.
- o Weekends: If the Contractor is notified on Friday afternoon or during the weekend, the Contractor shall respond by 9:00 a.m. on Monday morning.
- During the burn-in period, the Contractor shall provide all labor, materials, equipment and replacement parts to completely maintain, troubleshoot and repair all items installed under this contract. No separate payment will be made for any labor, materials, equipment, or replacement parts needed during the burn-in period.
- The overall burn-in period will be considered complete upon the successful completion of the burn-in time periods, the Engineer's acceptance of all repairs and repair documentation, completion of all burn-in period punch list actions, and a final inspection as described below.

Contract time will not cease during the burn-in period(s). Contract time for the burn-in period was considered when determining the original contract time.

<u>Final Inspection.</u> Upon successful completion of the burn-in period, the entire project shall be eligible for Final Inspection. The Final Inspection will be conducted provided the burn-in period has demonstrated the entire system is operating successfully. The Final Inspection shall include but is not limited to:

- 1. monitoring of all system functions at the State TMC to demonstrate the overall system is operational
- 2. a field visit to each site to ensure all field components are in their correct final configuration
- 3. verification that all burn-in punch list items have been completed
- 4. verification that all final cleanup requirements have been completed
- 5. approval of final as-built documentation

Prior to conducting the Final Inspection, the burn-in period shall demonstrate that all requirements defined in the specifications have been met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the system.

The Contractor shall request in writing the Engineer's approval to start the Final Inspection a minimum of 14 days prior to the requested start date. The Engineer reserves the right to reschedule the start date if needed. The start date for the Final Inspection cannot be prior to the successful completion of the overall burn-in period.

An unsuccessful or incomplete Final Inspection shall require a new Final Inspection after the Contractor has made the necessary corrections. Up to 14 days shall be allowed for the Engineer to conduct a Final Inspection. The presence of the MDOT ITS Engineer or his/her designee is required during the final inspection.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend a portion of a Final Inspection.

The Contractor shall be responsible for the full maintenance of all project equipment and materials during the entire time period from the successful completion of the burn-in period until Final System Acceptance is granted.

<u>Final System Acceptance.</u> Upon successful completion of the Final Inspection and all other items of work on the project, the Engineer will grant Final System Acceptance in accordance with Subsection 105.20 of the Standard Specifications.

Beneficial Use of Dynamic Message Signs During Construction. Each DMS shall be roadside controllable (by sign vendor software) within 30 days of attachment to structures (visible to motorists). The Contractor's construction schedule shall clearly identify when installation of the signs over the roadway shall occur, and when roadside control shall be established for each sign. The Contractor shall not install a DMS over the roadway until all ancillary and infrastructure elements, including cabinets, controllers, conduits, cabling, etc. necessary to operate the sign are in place and functional. Once roadside controllable, the Contractor shall display emergency, special event, construction, safety or traveler information messages approved by MDOT, only when requested by MDOT, at no additional cost to MDOT. Normal diagnostic messaging for the purpose of installation and testing shall be determined by the Contractor but shall not be allowed to the extent that excessive power consumption or distraction to motorists occurs as determined by the Engineer. Any beneficial use of the signs to MDOT and the public prior to Final Acceptance does not constitute MDOT acceptance or waive any Contractor testing requirements. The cost that may be incurred by the Contractor to display messages as described above during this construction contract shall be considered incidental and included in the cost of other items.

Warranties

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period of at least one (1) year:

- Radio interconnect system components as listed under SP 907-662-2
- Layer 2, Type A; Layer 3, Type C, Type C4, Type E1, and Type E2 Network Switches; and Network Terminal Server & Network Cellular Modem as listed under SP 907-663-5
- Communication Node Hut & Hut Modifications under SP 907-664-4
- Video Communication Equipment components under SP 907-665-1
- Bluetooth Detection System components under SP 907-666-3
- Roadway Weather Information System & Warning Signs with Flashing Beacon under SP 907-670-3
- Kiosk Monitoring Camera under SP 907-671-1
- Travel Time Sign under SP 907-674-1
- ITS Radar Vehicle Detector under SP 907-641-2
- On Street Video Equipment under SP 907-650-4;
- Highway Advisory System components under SP 907-655-2;
- Dynamic Message Signs under SP 907-656-1.

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period as listed below for each respective item from the date of Final Maintenance Release.

- Fiber Optic Cable: Ten (10) year warranty on materials and workmanship
- Traveler Information Video Kiosk: Two (2) year extended warranty on materials/hardware
- TMC Modification: Two (2) year warranty on hardware and one (1) year warranty on software
- Type C1, C2, & C3 Network Switches: Five (5) year warranty on hardware
- Type D, E, & F Network Switches: Five (5) year warranty on hardware

The Contractor shall supply the warranties in writing with the Final Maintenance Release date documented on them. These warranties shall cover complete replacement at no charge for the equipment. The Contractor will be responsible for all labor, shipping, insurance and other charges until Final System Acceptance. Equipment covered by the manufacturers' warranties shall have the registration of that component placed in the Department's name prior to Final Inspection. The Contractor is responsible for ensuring that the vendors or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the components from new.

During the warranty period, the supplier shall repair or replace with new material of equal or greater kind and quality and meeting all of the applicable specifications herein, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier. During the warranty period, technical support shall be available from the Contractor via telephone within four (4) hours of the time a call is made by the Department. If it is deemed necessary by the Engineer, technical support shall be available from factory certified personnel of the supplier via telephone within eight (8) hours of the time of the initial call made by the Department. During the warranty period, updates, patches, performance improvements, and corrections to all software and firmware used during the project shall be made available to the Department by the supplier at no additional cost.

Training

After the Stand Alone Site Tests have been conducted but prior to Conditional System Acceptance, the Contractor shall provide separate training sessions for each subsystem training pay item included in the project. The training sessions may require multiple classes as noted below) and shall accommodate from six (6) to twelve (12) personnel per class. Additional sessions for additional personnel may be required if the make and model of the subject component is not currently in the MDOT system.

The training must include formal classroom and "hands-on" operations training with a complete demonstration of the configuration, operation, and capabilities of each component in the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. Each training day shall include a mixture of classroom style

training in equipment operations, hands-on operator training using the same models of equipment furnished for the project, and question and answer sessions.

During the burn-in period, the Contractor shall also provide two (2) identical non-consecutive training sessions on the maintenance of the overall system. The training shall be provided for at least ten (10) personnel with individual copies of all training materials provided to each participant. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. Additional sessions for additional personnel may be required if the make and model of certain components are not currently in the MDOT system.

Prior to scheduling the training, the Contractor shall submit resume and references of the training instructor(s) to the Engineer for approval. The qualifications of the trainers must meet, at a minimum, the recommended qualifications of the equipment manufacturer with a minimum of four years of experience in training personnel. If qualified personnel are not on the Contractor's staff, a representative of the manufacturer shall provide the training.

The training shall be provided at an agreed upon location. If training requires travel on the part of training instructors, then the cost of travel shall be included.

The Contractor shall provide individual copies of documentation, training, and maintenance materials for each participant. These materials shall include detailed specifications and information pertaining to each device in the system. The documentation shall include details of the technical and operational aspects of the completed system. This shall include operational and maintenance manuals, system diagrams, cabling diagrams and mounting/positioning details. The Contractor shall supply emergency contact information and necessary procedures for obtaining vital replacement parts within a designated, agreed upon time frame.

The Contractor shall submit a detailed Training Plan including course agendas, detailed description of functions to be demonstrated, and a general schedule to the Engineer for approval within 90 days of Contract Notice-to-Proceed. The exact date of the training shall be submitted to the Engineer for approval at least four (4) weeks ahead of the date.

Grounding

The Contractor shall provide a grounding and lightning protection system to protect from electrical power surges caused by lightning or disruptions in the power supply system. Ground rods, ground conductor, lightning collectors and appurtenances shall be as detailed on the plans and as required by these specifications.

<u>General.</u> All non-current carrying metal parts of the site shall be grounded according to NEC specifications. In addition, all non-current carrying metal parts shall have a voltage potential of zero relative to reference ground. This reference ground shall be achieved via the equipment-grounding conductor.

Support cable, metallic cable sheaths, conduit, metal poles, pedestals, and communication building shall be made mechanically and electrically secure and grounded. Bonding and grounding jumpers

shall be properly sized according to the NEC and in no case shall they be smaller than a #6 AWG copper wire. Ground pole-mounted accessories to the pole. Equipment on wood poles shall be grounded.

Permanently ground the poles by bonding the No. 6 AWG solid copper wire to a separate ground rod.

Metal raceways, metal enclosures of electrical devices, lighting fixtures, panelboards, and other non-current carrying metallic parts of equipment shall be securely grounded.

Ground rods shall be installed according to plan details. A length of copper conductor shall be attached to the ground rod, utilizing the specified grounding methods, and connected to the grounding system. Do not ground to a permanent water system instead of the driven ground rod. Ensure that grounding devices conform to the requirements of the NEC and NEMA.

<u>Cabinet Grounding.</u> A single-point grounding system shall be constructed.

All grounds for the cabinet shall be installed on the side of the building that utilities, communication cables, and fiber enter. All earth grounds shall be connected to this point, including the grounding system for Surge Protection Devices (SPD). All connections to SPDs shall be made according to the manufacturer's recommendations.

A single ground bus bar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires and chassis ground wires.

The Contractor shall ensure that communication cables, AC power, emergency generator, and equipment frames are connected by the shortest practical route to the grounding system. The lead lengths from each device to the SPD shall be protected. Electrical continuity of all connections shall be verified. All non-conducting surface coatings shall be removed before each connection is made. Ground conductors shall be downward coursing, vertical, and as short and straight as possible. Sharp bends and multiple bends shall be avoided in grounding conductors.

Surge Suppressor

Surge protection device (SPD) shall be provided to protect electronics from lightning, transient voltage surges, and induced current. All SPDs shall be installed at the top and bottom of each pole to provide reliable lightning protection. SPDs shall be installed on all power, data, video and any other conductive circuit.

SPD for 120 Volt or 120/240 Volt Power. A SPD shall be installed at the utility disconnect to the cabinet. The SPD at the utility disconnect shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

A SPD shall be provided where the supply circuit enters the cabinet. The SPD shall be located on the load side of the main disconnect and ahead of any and all electronic devices and connected in parallel with the AC supply. The SPD in the cabinet shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

The SPD shall have a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating

<u>SPDs for Low-Voltage Power, Control, Data and Signal Systems.</u> A specialized SPD shall be installed on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. These devices shall comply with recommendations from the device manufacturer.

<u>SPD at Point of Use.</u> A SPD shall be installed at the point the ITS devices receive 120 volt power and connected in series with the circuits. SPDs shall be selected and installed according to recommendation from the device manufacturer. The units shall be rated at 15 or 20 amps load and configured with receptacles. These units shall have internal fuse protection and provide common mode (L+N-G) protection.

SPDs shall meet the requirements of UL 497B or UL 497C, as applicable, and are listed by a NRTL.

Solar Power Systems

The Contractor shall provide a solar power system meeting the following requirements:

- 1. The supplier shall provide documentation specifying approximate daily power generation, power consumption, storage capacity, and charge rates representing an optimal power source to the satisfaction and approval of the Project Engineer.
- 2. Shall include a solar controller with automatic battery temperature compensation and automatic charging circuitry to prevent overcharging.
- 3. The battery back-up system chargers shall meet all specified requirements while operating between -40 °C to +74 °C (-40 °F to +165 °F), and 95% relative humidity.
- 4. Shall include metering for voltage and charging current.
- 5. Solar panels shall be Jet Propulsion Laboratory Block-5 tested and approved.
- 6. Solar panels shall be compliant with IEC 61215 and IEEE 1262.
- 7. Solar panels shall be break-resistant and sealed.
- 8. Battery shall be maintenance-free, sealed, gel-cell.
- 9. The Contractor shall test the battery for faulty irregularities and provide documentation to the Project Engineer stating the battery's voltage, and resistance. The battery voltage and resistance shall meet the manufacturer's specifications.

The Solar Power Systems for each site type shall include but are not limited to the following:

- *HAR Flashing Beacons*:
 - 1. A performance design study shall be conducted and submitted for approval for the proposed solar power system. The solar power system shall be designed on the performance design study.
 - 2. The solar system shall, at a minimum, operate the flashing beacons continuously at

full power for at least three (3) days with no sunlight. This must be accomplished without an auxiliary generator or AC power connection.

- 3. Solar panels shall have a power rating of 80-watts.
- 4. The Solar power system shall include a separate aluminum NEMA 3R enclosure to house the battery. This enclosure shall be designed to provide protection from rain, sleet, snow and corrosion.
 - a. The enclosure shall be constructed from 0.125" thick aluminum alloy type 5052- H32.
 - b. The enclosure shall be lockable.
 - c. The enclosure door shall include a EDPM rubber or equivalent closed-cell gasket

• *Type A BDS*:

- 1. All solar panels shall be in accordance with UL1703, or equivalent.
- 2. The solar cell shall have a minimum power capacity of 30 watts.
- 3. The battery shall provide sufficient power for all BDS component operation for a minimum of 168 hours (7 days).
- 4. Should solar power be specified with the Type A BDS, the NEMA 4 enclosure shall be sized appropriately for the solar power components.

<u>Performance Design Study.</u> A performance design study shall be conducted where required before the installation of a Solar Power System. The performance design study shall include, but is not limited to:

- 1. The daily Solar Insulation data averaged on a monthly basis.
- 2. The correct Tilt Angle for the solar array.
- 3. The daily Array Output, in Amp-Hours, averaged on a monthly basis.
- 4. The total Daily Load requirement, in Amp Hours, averaged on a monthly basis.
- 5. A monthly Loss of Load Probability (LOLP) of the designed power supply.
- 6. The number of Battery Reserve Days, averaged on a monthly basis.
- 7. The monthly Average Battery State of Charge.
- 8. The statistical Interval to Loss of Load, in years.

SECTION 904 - NOTICE TO BIDDERS NO. 4113 CODE: (SP)

DATE: 03/23/2022

SUBJECT: Unique Entity ID (SAM) Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (http://sam.gov) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

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. 4702 CODE: (SP)

DATE: 11/22/2022

SUBJECT: App for Traffic Control Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting traffic control reports (Form CSD-762) required on this project. The Contractor who monitors traffic control activities and completes traffic control reports will be required to download and use this App when completing and submitting traffic control reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

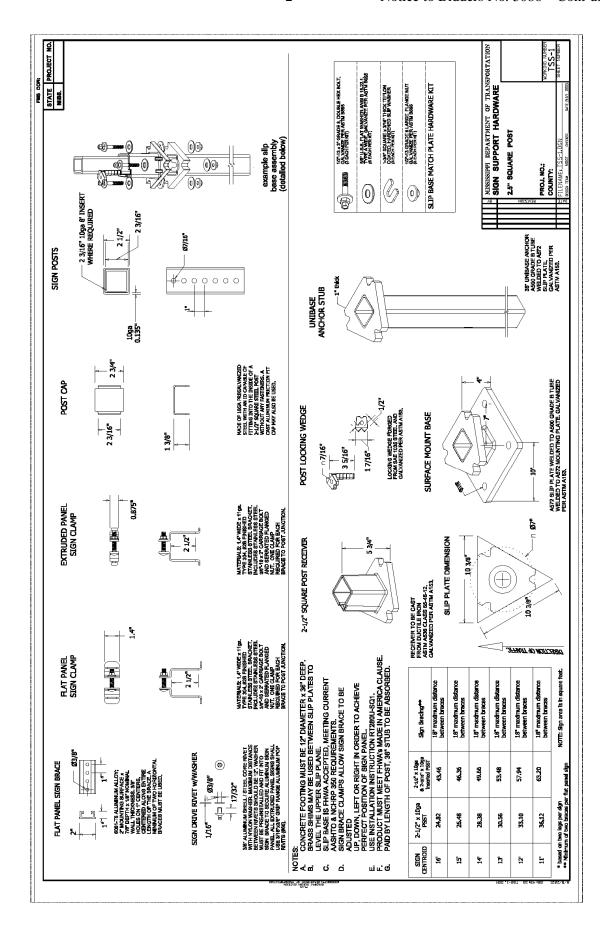
https://extacctmgmt.mdot.state.ms.us/

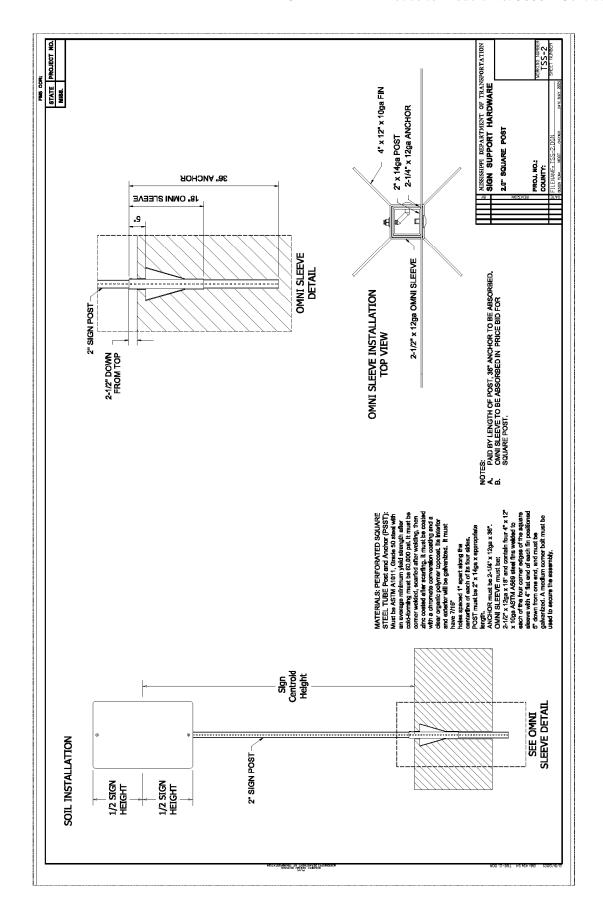
SECTION 904 - NOTICE TO BIDDERS NO. 5086 CODE: (SP)

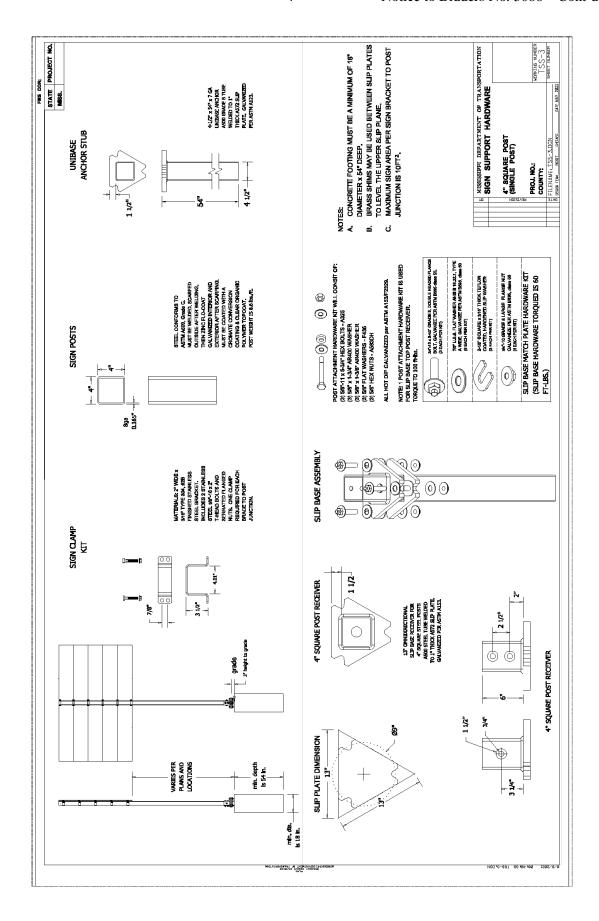
DATE: 05/02/2023

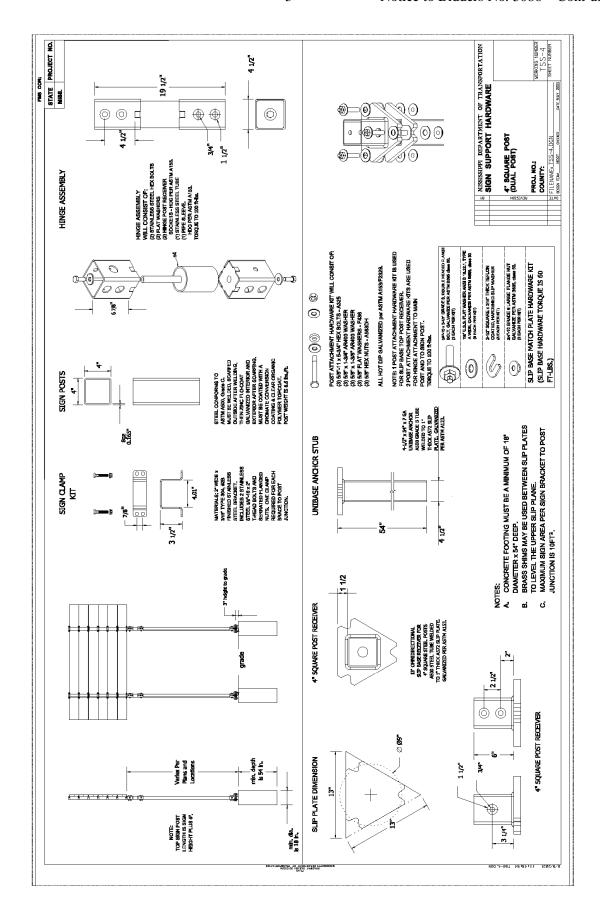
SUBJECT: Detail of Square Tube Sign Posts

Bidders are advised that the following drawings shall be used in the manufacture and installation of square tube sign posts, unless otherwise directed by the Engineer.









CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 5551

DATE: 12/06/2023

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

https://ops.fhwa.dot.gov/freight/publications/brdg frm wghts/

SECTION 904 - NOTICE TO BIDDERS NO. 5581 CODE: (SP)

DATE: 01/24/2024

SUBJECT: Contract Time

PROJECT: NHPP-7326-03(001) / 109000301 - Rankin 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, 2024</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>April 11, 2024</u>.

Should the Contractor request a Notice to Proceed earlier than <u>April 11, 2024</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.

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

SECTION 904 - NOTICE TO BIDDERS NO. 5582

DATE: 01/09/2024

SUBJECT: Specialty Items

PROJECT: NHPP-7326-03(001)/109000301 - RANKIN

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: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0140	606-B002	Guard Rail, Class A, Type 1, 'W' Beam
0150	606-C003	Guard Rail, Cable Anchor, Type 1
0160	606-E005	Guard Rail, Terminal End Section, Flared

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0280	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0290	626-C002	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0300	626-D001	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0310	626-E001	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0320	626-G004	Thermoplastic Double Drop Detail Stripe, White
0330	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow
0340	626-H001	Thermoplastic Double Drop Legend, White
0350	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0360	627-K001	Red-Clear Reflective High Performance Raised Markers
0370	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0380	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0390	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0400	630-C005	Square Tube Posts, 2.0 lb/ft
0410	630-F006	Delineators, Guard Rail, White

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0180	619-A1001	Temporary Traffic Stripe, Continuous White
0190	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0200	619-A3001	Temporary Traffic Stripe, Skip White
0210	619-A4002	Temporary Traffic Stripe, Skip Yellow
0220	619-A5001	Temporary Traffic Stripe, Detail

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0230	619-A6001	Temporary Traffic Stripe, Legend
0240	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0250	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0260	619-G4005	Barricades, Type III, Single Faced

CODE: (SP)

SECTION – 904 – NOTICE TO BIDDERS NO. 5583

DATE: 01/05/2024

SUBJECT: Scope of Work

PROJECT: NHPP-7326-03(001) / 109000301 - Rankin County

The contract documents do not include an official set of plans, but may by reference include some Standard Drawings or Special Drawings.

Work on this project shall consist of milling and overlaying approximately 2.5 miles of SR 468 from just west of Second Street (BOP Station 10+00) to just north of US 80 (EOP Station 143+45). The existing pavement on SR 468 consists of 11" of asphalt over untreated clay gravel granular material, with 12' and variable travel lanes and 3'to 10' shoulders.

The existing asphalt roadway shall be fine milled 2" and overlaid with 2" of 12.5-mm, HT, Polymer Modified asphalt.

Local paved public roads shall be fine milled 2" and overlaid with 2" of 12.5-mm, HT, asphalt to the end of the existing asphalt pavement, end of MDOT maintenance or to right-of-way, or as directed. After the paving operation, any material bladed aside for this area shall be pulled back to the asphalt pavement edge as directed by the Engineer and all cost shall be absorbed.

Existing asphalt/concrete driveway connections shall be milled and replaced with new asphalt connections using 12.5-mm, HT, asphalt.

GENERAL NOTES

MILLING

Milling and paving operations shall not begin 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.

The reclaimed asphalt pavement (RAP) material removed by the milling operation shall become the property of the Contractor.

Where milling is required, the Contractor shall provide outlets in the existing shoulders at sufficient intervals to prevent pooling or standing water on the milled surface; the cost of which shall be absorbed in other items bid.

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

- 2 -

made by milling, paving, or combination thereof as directed by the Engineer. Milling correction: Mill outside edge of pavement to a depth of 1½" on a 2% slope towards the centerline. Paving Correction: Mill to depth of 1½" on existing slope and 2¼" and variable on centerline and 1½" on outside edge. Combination Method: Combination of both methods as directed by the Engineer to achieve the desired slope. In super elevated areas where correct SE exist milling will transition to thickness through curves. Where correct SE does not exist milling will transition at curves to correct SE as directed by the engineer.

Milling operations shall be performed in accordance with the Contract documents and the Standard Specifications. Variable width and length transitions may be required for ties at ramps, local roads, project limits.

Milling of driveway pads shall be conducted in a manner to prevent gouging or otherwise affecting the roadway pavement structure and slope. Milling of driveway pads shall not be done in simultaneous path with main line milling.

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. Additionally, traffic will be allowed to run on all milled surfaces other than the mainline for 30 days unless otherwise stated, and the Contractor will be assessed a penalty of \$1,000 per calendar day afterwards until the non-mainline milled surface is covered with the next lift of asphalt. The additional allowance for the non-mainline milled surface is for the Contractor's convenience, and thus, the Contractor is responsible for any pavement failures or damage sustained during this period. Milling and paving of paved shoulders shall conform to Section 406.03.2 of the Standard Specifications.

PAVING

Per Subsection 401.02.3.2, the asphalt mix design shall be submitted to the Engineer at least 10 working days <u>prior</u> to its proposed use.

Prior to mainline milling and paving operations, failed areas in the existing pavement shall be removed and backfilled with 12.5-mm, HT, Leveling asphalt as per the attached typical sections and details. Asphalt shall be placed in multiple lifts with a maximum lift thickness of 3". Any granular material base or subgrade material deemed unsuitable by the Engineer shall be removed as directed and backfilled with 12.5-mm, HT, Leveling asphalt. Payment for the excavation of the granular base and subgrade will be made using pay item 203-G: Excess Excavation. A list of the failed areas is shown in the attached tables. Pavement repairs shall be completed as a continuous operation in order to minimize traffic impacts. Lane closures shall remain in place until the failed area/shoulder has been completely repaired. Lane closures may not be left unattended except as allowed by the Engineer on multilane projects.

If traditional excavation methods are used, the removal area shall first be saw cut full depth, where applicable, to create a neat line and prevent damage to the adjacent pavement structure. Payment for saw cuts will be made using the appropriate items. If milling techniques are used, the area will not require saw cuts, but care should be exercised to create a neat removal line and to prevent damage to the adjacent pavement structure. If saw cuts are used in conjunction with milling,

- 3 -

payment will be made using the appropriate pay items. Payment will not be made for saw cuts that are not performed.

The surface lift for failed area repair or concrete punchout repair shall have a maximum deviation of 3/8" as determined by a 10 foot straight edge. Any location that deviates more than this tolerance, as determined by the Engineer, shall be corrected at no additional cost to the State.

Prior to paving, the existing 12' lanes shall be widen to 14' by trench widening. This shall be performed by excavating 5" deep by 2' wide and placing two lifts at 2½" of 12.5-mm, HT, Trench Widening asphalt.

Publicly maintained roads and streets should be paved to the existing right-of-way and in accordance with the attached drawings.

Privately owned entrances shall be paved to the shoulder line per the included typical drawing unless otherwise directed. Pad dimensions shall match the existing lengths and widths unless otherwise directed. Pads shall be shaped horizontally and vertically to prevent excessive dropoffs. Any new driveway pads deemed necessary by the Engineer shall be placed according to specifications.

GRANULAR SHOULDER MATERIAL

Where applicable, the existing shoulders shall be raised to match the new pavement elevation by placing variable depth granular material on the existing shoulders. The shoulders shall be graded and pulled up on a daily basis to eliminate drop-offs in excess of 2½". 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.

Granular material shall be provided around driveway pads as directed to prevent shoulder dropoffs and shall be placed in a timely manner. Drop-offs exceeding 2¼" shall be corrected within two (2) calendar days of the placement of the pad. Stabilizer aggregate shall be used as directed by the Engineer.

Any material excavated from the existing shoulder 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 shall be removed from the project site. Payment for removal of excess material will be made using pay item 203-G: Excess Excavation.

TEMPORARY AND PERMANENT PAVEMENT MARKINGS

Temporary traffic stripe will be required immediately after the milling and/or overlay and prior to opening area to traffic. Temporary stripe shall be placed in the same location and configuration as the permanent stripe except that it may be offset as required for milling and paving operations.

If temporary stripe is offset, the Contractor shall conduct operations in a manner to insure the final temporary stripe is placed at the required location of the permanent stripe. If removal of temporary offset stripe is required in order to achieve the correct location and alignment of permanent stripe, the cost of removal will be included in other items bid. Placing double temporary centerline will not be allowed.

Temporary striping shall conform to finished stripe specifications for alignment, neatness, and straightness.

All permanent striping shall be double drop thermoplastic, 90-mil thickness unless otherwise specified in Subsection 626.03.1.2. Edge lines shall be placed to accommodate the lane widths shown on the attached applicable typical sections unless prevented by field conditions.

The use of short strips of traffic tape will not be allowed unless approved by the Engineer.

Temporary raised pavement markers shall be placed along the centerline of the roadway in any areas expected to be dormant for more than 90 days and/or as directed by the Engineer.

Permanent raised pavement markers shall be installed on mainline and local public roads after completion of all paving operations.

Payment for edge stripe on local roads shall be made under pay item 626-G004, Thermoplastic Double Drop Detail Stripe, White when the length of said stripe is less than 150 feet when measured from the end of the radius. If the measured length is greater than 150 feet, payment shall be made under pay item 626-C002: Thermoplastic Double Drop Edge Stripe, Continuous White.

Payment for centerline stripe on local roads shall be made under pay item 626-G005, Thermoplastic Double Drop Detail Stripe, Yellow when the length of said stripe is less than 150 feet when measured from the stop bar. If the measured length is greater than 150 feet, payment shall be made under pay item 626-E001: Thermoplastic Double Drop Traffic Stripe, Continuous Yellow. Centerline stripe shall be omitted on local roads whose width is less than 20 feet.

Guardrail

Guardrails shall be replaced at the locations shown on the attached table. Removal of guardrail shall consist of removal of w-beam/thrie beam, terminal end section, posts, and all other appurtenances. All guardrail removed shall be replaced the same day and prior to reopening the adjacent lane of traffic. Voids created by the removal of posts, concrete anchors, footings, etc. shall be backfilled and compacted in accordance with Section 203 of the Standard Specifications.

An asphalt guardrail pad shall be constructed at Station 43+00 <u>prior</u> to the placement of the new guardrail. Asphalt shall be extended under the guard rail and two feet (2') behind guard rail post as per the attached detail. The area to be paved shall be bladed to accommodate 4" of 12.5-mm, HT, asphalt. The elevation of the finished surface of the asphalt pavement shall provide for the required MASH guardrail height (see Standard Drawings). The cost of blading will be an absorbed item and should be included in the price of other items bid. Material which cannot be placed and blended in adjacent areas and deemed to be excess excavation by the Engineer shall be removed under pay item 203-G: Excess Excavation.

Guardrail lengths are based on terminal end length of 37.5'. If a terminal of length other than this is used, an adjustment in w-beam length is required.

All dimensions and spacings for bridge rail connectors shall be verified in the field by the Contractor prior to fabrication.

Permanent Signs

Permanent signs as listed on the attached tables shall be replaced. Unless otherwise listed in the attached tables, existing posts, anchors, angles/bars, and other components are to be reused. The Contractor shall use new bolts, screws, washers, nuts, etc. of the required sizes in the installation of signs. If required as part of the sign replacement activities, all post, pipe, and I-beam lengths in these plans are estimated. Post lengths for all signs shall be verified in the field by the Contractor prior to fabrication. Installation dates shall be clearly written in bold black markings on the back bottom half off all signs with a permanent marking stick that is waterproof, fade resistant, and marks on wet or dry surfaces. Removal of sign, post, and footing and backfilling will be paid using the removal of sign pay item.

Traffic Signals

Vehicle loop detectors at desired locations shall be replaced with radar detection sensors. Radar units shall be installed per manufacturer's recommendations. Existing EPAC controllers shall be replaced with new controllers and existing EPAC controllers shall be salvaged and delivered to MDOT Signal Shop (601-359-1493). It is the responsibility of the Contractor to coordinate delivery of existing EPAC controllers with MDOT personnel to MDOT signal shop. Contractor shall also be responsible for transferring existing controller data to the new controllers. Contractor may remove existing detection loop cable, if necessary. Cable quantities may be adjusted based on radar locations per manufacturer recommendations. Costs of the removal of vehicle loop detection cable shall be included in the cost of other items bid.

In order to prevent long term disruptions of normal signal timing operations, the signal work shall be completed prior to milling/paving activities in the applicable areas. Concurrent milling/paving and signal replacement operations will be allowed provided the established signal operations are not affected.

TRAFFIC CONTROL

The Contractor shall erect and maintain construction signing and provide all signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost shall be included in the price bid for pay item 618-A: Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated in the plans to be black legend and border on white background.

Standard roadside construction signs, barricades, etc. shall be placed in accordance with the attached tables, drawings, and as directed by the Engineer. W20-1 signs shall be placed on all public road approaches as shown or as directed. Payment for standard roadside construction signs, barricades, etc. will be made using the appropriate pay items.

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 shall be included in the prices of other 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.

Temporary asphalt joints (aka paper joints) shall be employed at all locations requiring traffic to traverse an uneven, transverse, pavement joint. Paper joints shall be a minimum of nine feet (9') in length and for the full width of the milled/paved surface. Paper joints shall be adequately maintained.

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

MISCELLANEOUS NOTES

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

Any signs that conflict with construction of this project shall be removed and relocated by the Contractor as directed by the Engineer; the cost of which is to be absorbed in other items bid.

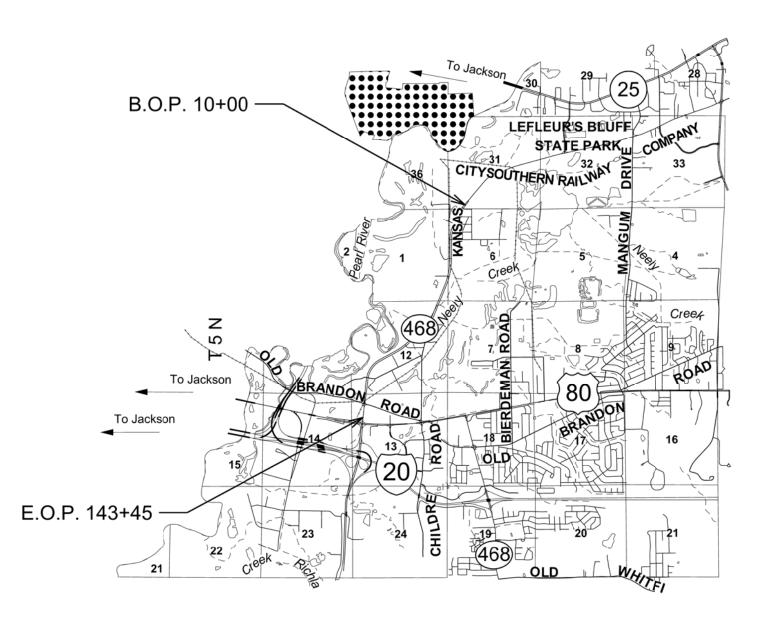
Costs of the removal of existing raised pavement markers shall be included in the prices for other items bid.

Incidental work such as removing vegetation, shaping and compacting shoulders, removing and resetting signs and/or mailboxes, removing excess asphalt material, project clean-up, and other items of incidental work necessary to complete the project will not be measured for separate payment and all costs will be considered included in the prices of items bid.

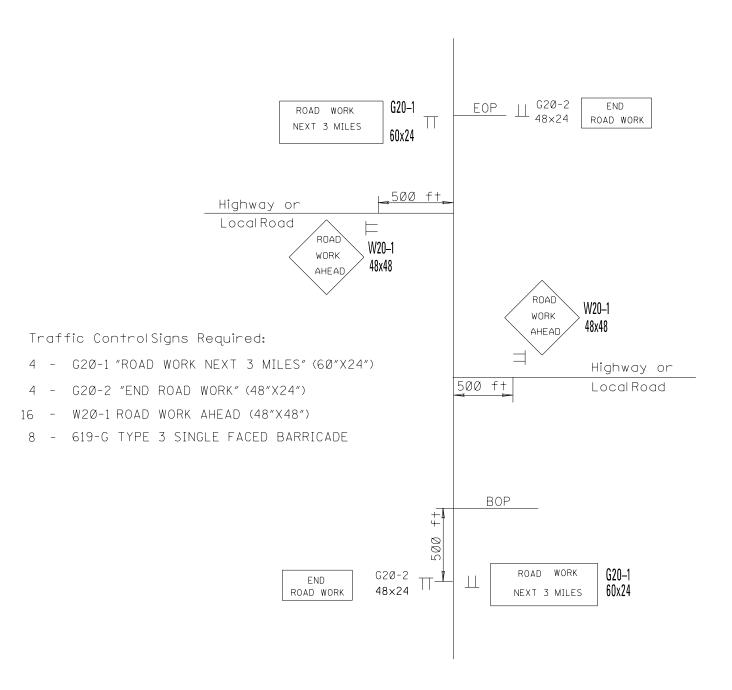
Prior to the final inspection, islands, and areas with curb shall be swept/cleaned. Care should be taken to prevent milled asphalt, asphalt debris, vegetative/granular debris, etc. from entering drainage structures or clogging other drainage ways. Disposal of material will not be measured for separate payments.

There is a railroad crossing located just south of the intersection of SR 468 and Old Brandon Road at Station 133+20. The Contractor will be required to comply with all applicable Railway-Highway Provisions.

SR 468 - RANKIN COUNTY PROJECT LOCATION MAP

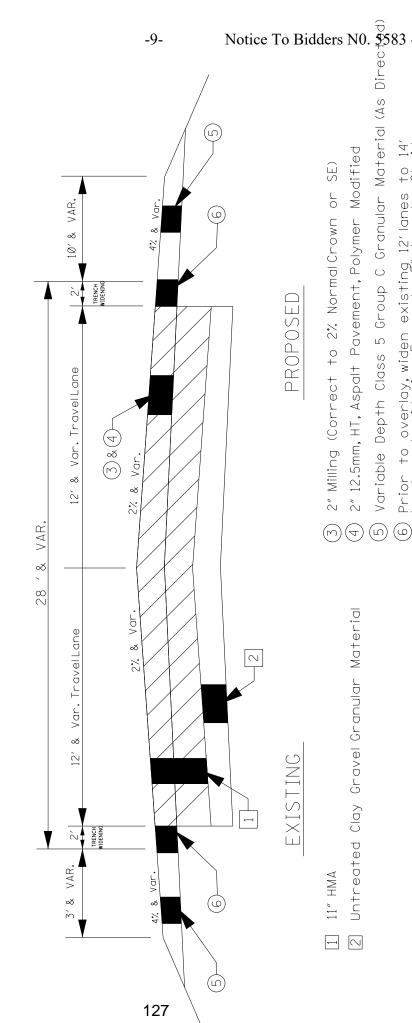


SR 468 - RANKIN COUNTY CONSTRUCTION SIGNING



- 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.
 - 3 Placement of W20-1 signs on intersecting roads may vary from typical shown as conditions warrant.

STATIONS: 10+00 - 135+67 EAST BOUND TYPICAL SECTION - MILL & OVERLAY SR 468 - RANKIN COUNTY



11" HMA

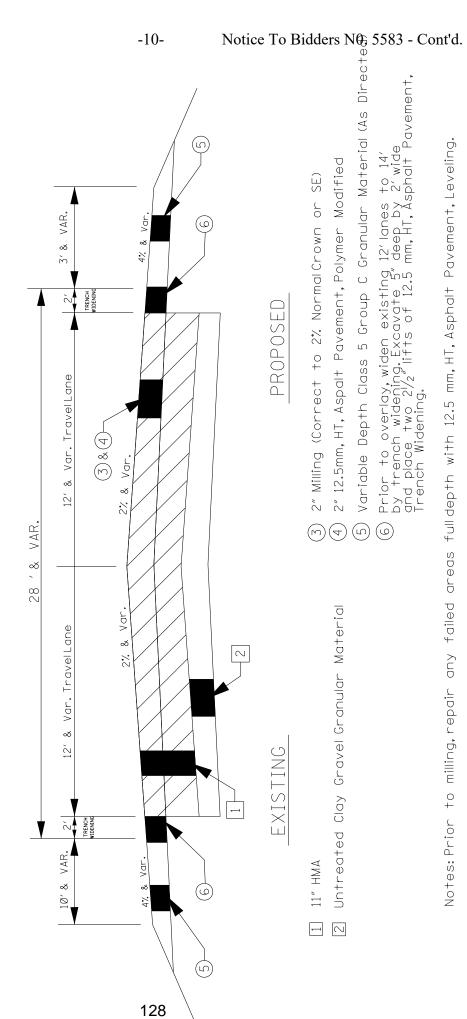
Untreated Clay Gravel Granular Material \sim

- 4
- (2)
- Prior to overlay, widen existing 12' lanes to 14' by trench widening. Excavate 5" deep by 2' wide and place two 2/2" lifts of 12.5 mm, HT, Asphalt Pavement, Trench Widening. (9)

Notes: Prior to milling, repair any failed areas fulldepth with 12.5 mm, HT, Asphalt Pavement, Leveling.

SR 468 - RANKIN COUNTY

STATIONS: 10+00 - 135+67 WEST BOUND TYPICAL SECTION - MILL & OVERLAY



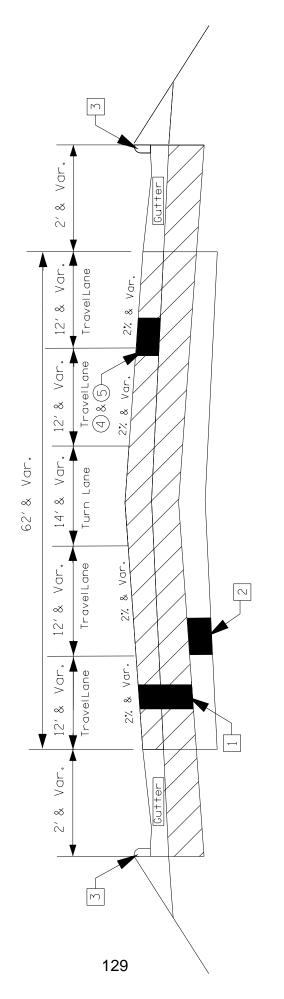
11" HMA

Untreated Clay Gravel Granular Material [2]

- 4
- (2)
- (o)

Notes: Prior to milling, repair any failed areas fulldepth with 12.5 mm, HT, Asphalt Pavement, Leveling.

STATIONS: 135+67 - 143+45 EAST & WEST BOUND TYPICAL SECTION - MILL & OVERLAY 5 LANE WITH CONCRETE CURB SR 468 - RANKIN COUNTY



- 11" HMA
- Untreated Clay Gravel Granular Material 2
- Concrete Curb and Gutter

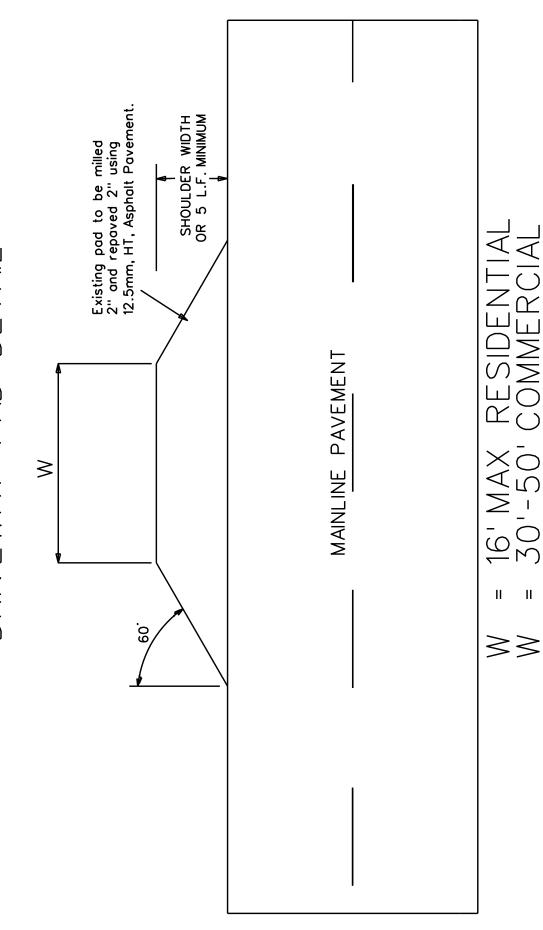
Notes: Prior to milling, repair any failed areas fulldepth with 12.5 mm, HT, Asphalt Pavement, Leveling.

2" Milling (Correct to 2% Normal Crown or

PROPOSED

2" 12.5mm, HT, Aspalt Pavement, Polymer Modified 400

SR 468 - Rankin County DRIVEWAY PAD DETAIL



SIZE AND LOCATION AND MILLED/OVERLAID. IF, IN THE OPINION OF THE ENGINEER, A PAD SHOULD BE THE ASPHALT ON THE EXISTING DRIVEWAY/RAMP PADS ARE TO REMAIN IN THEIR CURRENT MODIFIED OR REPLACED, PAYMENT WILL BE MADE FOR THE WORK USING THE APPROPRIATE PAY ITEMS. GRANULAR MATERIAL AND/OR STABILIZER AGGREGATE SHOULD BE PLACED AROUND THE PADS AS REQUIRED. NOTE:

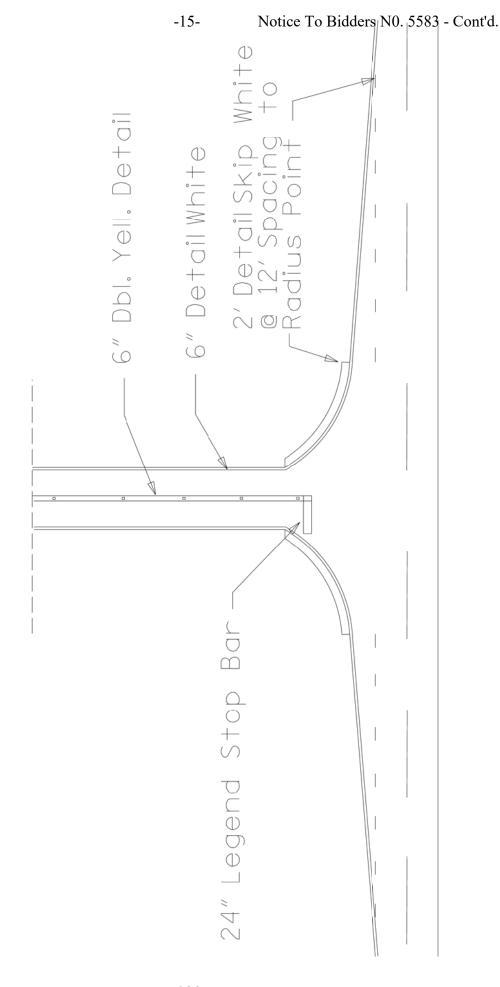
SR 468 - RANKIN COUNTY MILLING COUNTY ROADS

Mill County Roads to Paved Limit or R.O.W. as Directed

132

SR 468 - RANKIN COUNTY PAVING COUNTY ROADS

COUNTY ROAD STRIPING



NOTE: DETAIL SKIP SHALL BE PLACED ON LOCAL ROADS WITH TAPERS.

	403-B001 12.5mm, HT, Asphalt Pavement, Leveling (TONS)	354	127	114	12	17	68	21	48	15			776	78		
	503-C010 Saw Cut, Full Depth (LF)	465	190	174	39	52	126	64	82	09			1252	125	SL	
	202-B009 Removal of Asphalt Pavement, Failed Areas (SY)	572	205	184	20	27	110	35	77	24			1254	125	Note: Locations and Measurements are Approximate and may Vary With Field Conditions	Variable
SR 468 Failed Area Locations	Area (SF)	5,148	1,848	1,656	180	240	992	312	696	216			Total =	Total =	may Vary W	DEPTH = Variable
iled Area	Width (FT)	12	12	12	12	9	32	9	12	12				Engineer:	imate and	
SR 468 Fa	Length (FT)	429.00	154.00	138.00	15.00	40.00	31.00	52.00	58.00	18.00				ected By The	are Approx	
	Sta.	65+71	00+69	92+00	100+41	104+35	122+88	127+75	130+40	139+74				Additional Quantities To Be Used As Directed By The Engineer:	asurements	
	To													s To B	M br	
	Sta.	61+42	67+46	80+62	100+26	103+95	122+57	127+23	129+82	139+56				nal Quantitie	Locations ar	
	Location	RTRTLN	RTRTLN	RTRTLN	LTRTLN	LTLTLN	LTLTLN/ RTLTLN	LTLTLN	LTLTLN	LTLTLN				Additio	Note:	

PROJECT NO. 109000/301000 Rankin County

		REMARKS	Do Not Enter	One Way Left													
ESS	Class "B"	Conc (cy)															00.0
STANDARD ROADSIDE SIGNS - 0.080" THICKNESS	(7/16" x 2-1/2") BARS	3.72 lbs/lf															
OADSIDE	SQUARE POST (If)	4 lb/ft															0.00
DARD R	SQUARE	2 lb/ft		14.00													14.00
STAN	_		9.00	3.00													12.00
	SIZE	(in. x in.)	36x36	36×12													eet =
	SIGN	NUMBER	R5-1	R6-1L													Total this sheet =
		STATION	58+70	106+51													ΤC

PROJECT NO. 109000/301000 Rankin County

		REMARKS	Crystal Lake/MS Blues Trl	Crystal Lake/MS Blues Trl												
SS	Class "B"	Conc (cy)														00.00
STANDARD ROADSIDE SIGNS - 0.125" THICKNESS	(7/16" x 2-1/2") BARS	3.72 lbs/lf														
OADSIDE	SQUARE POST (If)	4 lb/ft														00.0
DARD R	SQUARI	મ/વા ટ														0.00
STAN	AREA	(sf)	24.75	24.75												49.50
	SIZE	(in. x in.)	54x66	54×66												et =
	SIGN	NUMBER														Total this sheet =
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6.0" Radius, 1.3" Border, White on, Brown;"Crystal Lake", D 2K; "Mississippi Blues", D 2K;"Trail Site", D 2K; Standard Arrow Custom 12.0" X 6.1" 180';



6.0" Radius, 1.3" Border, White on, Brown;
"Crystal Lake", D 2K; "Mississippi Blues", D 2K;
"Trail Site", D 2K; Standard Arrow Custom 12.0" X 6.1" 0';

	TRAF	FIC SIGNA	L RADAR DE	AFFIC SIGNAL RADAR DETECTION CHART	\RT		
Intersection	Detection Zone Location	Phase #	Detection Zone Size	STOPBAR Radar Unit	Radar Cable (ft)	Existing Controller Type	Existing Pole Configuration
	SB Left Turn Lane	1	6'X50'				
	SB Thru Lanes	9	,05X,9	1	09	M50 EPAC	
MS 468 at I Inderwood NB Left Turn Lane	NB Left Turn Lane	5	6'X50'	7	010	(Contractor shall	
Dr/ Caternillar Dr	NB Thru Lanes	2	,05X,9	Т	210	be responsible	Mast Arm Poles
	WB Lanes	3	,05X,9	1	140	for converting firmware to TS2)	
	EB Lanes	4	,05X,9	1	220		
	SB Left Turn Lane	1	6'X50'	7	160		
	SB Thru Lanes	9	6'X50'	т	100		
MS 468 at Old	NB Left Turn Lane	5	6'X50'	1	140	M34 EPAC (new	
Brandon Road	NB Thru Lanes	2	6'X50'	Т	140	controller	Spanwire
	WB Lanes	8	,05X,9	1	140	needed)	
	EB Lanes	4	6'X50'	1	230		
			Total	8	1300		

STATION LOCATION W-BEAM RANGE BANDE TERMINAL TERMINAL	GUARDRAIL THRIE BEAM TRANS. SECT. THRIE BEAM (LF) (LF	FLARED 1											
FERMINAL Anchor TYPE 'A" TYPE 'F" SPEC. DESIGN TYPE I SPEC. DESIGN TYPE I SPEC. DESIGN SPEC	BEAM THRIE BEAM (LF)		TANGENT	Cable		BRIDGE	END SECTIV	NO	DELINE,	ATORS			
EA	TRANS. SECT. THRIE BEAM (LF) (LF)	ERMINAL	FERMINAL	Anchor	TYPE "A"	_	TYPE "F"	SPEC. DESIGN			Type 3	GUARDRAIL	REMARKS
(EA) (EA) (EA) (EA) (EA) (EA) (EA)	(LF)	ND SECT.	END SECT.	TYPEI				BR END CONN.	WHITE	YELLOW	Object Markers	REMOVAL	
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	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF.	
	(BRIDGE END SECTIONS: W-BEAM: TYPE-I CA	ABLE ANCHO	ORAGE, TERM	IINAL END SE	CTIONS, ETC	:) WILL BE PA	ID UNDER PA	Y ITEM 202-B REMOV	AL OF GUA	RD RAIL.			
	INEATORS ARE CONSIDERED INCIDENTAL TO	O THE REMC	OVAL OF GUAF	RDRAIL AND V	WILL NOT BE	MEASURED A	S A SEPARAT	E PAY ITEM.					
	AND METAL POSTS ONLY), WOODEN POSTS,	3, ALL BLOCK	COUTS, CONC	RETE ANCHO	RS, ETC. WIL	L BE THE PR(DPERTY OF T	HE CONTRACTOR.					

SECTION 904 - NOTICE TO BIDDERS NO. 5584

CODE: (SP)

DATE: 12/21/2023

SUBJECT: Lane Closure Restrictions

PROJECT: NHPP-7236-03(001) / 109000301 – Rankin County

Bidders are hereby advised that no lane closures will be allowed during the following times for the above captioned project:

2nd Street to Flowood Drive:

• Eastbound: 7:00 AM to 6:00 PM – Weekdays • Westbound: 7:00 AM to 6:00 PM – Weekdays

Flowood Drive to US 80:

• Eastbound: 3:00 PM to 6:00 PM – Weekdays • Westbound: 7:00 AM to 9:00 AM – Weekdays

The Contractor will be charged a fee of \$500.00 for each full or partial 5 - minute period until the roadway is back in compliance with the requirements stated above.

Official time can be obtained by calling the following Jackson area phone number: 601-355-9311.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605

DATE: 01/12/2024

The goal is <u>7</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:

https://mdot.ms.gov/portal/current letting

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

SECTION 904 – NOTICE TO BIDDERS NO. 5605

CODE: (IS)

DATE: 01/12/2024

SUBJECT: Disadvantaged Business Enterprises in Federal-Aid Highway Construction

DEFINITIONS

For purposes of this provision, the following definitions will apply:

"DOT" means the United States Department of Transportation.

This Contract is subject to the "Moving Ahead for Progress in the 21st Century Act (Map-21)" and applicable requirements of 49 C.F.R. part 26. Portions of the Act are set forth in this Notice as applicable to compliance by the contractor and all of the Act, and MDOT's DBE Program, is incorporated by reference herein.

MDOT has developed a Disadvantaged Business Enterprise Program ("DBE Program") that is applicable to this Contract and is made a part thereof by reference.

Copies of the DBE Program Manual may be obtained from:

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

or can be found on MDOT's website at <u>www.mdot.ms.gov</u> under the Business Center under Civil Rights tab.

POLICY

It is the policy of MDOT 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 the amount of participation that would be obtained in a non-discriminatory marketplace. 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, or national origin.

[&]quot;DBE" means disadvantaged business enterprise.

[&]quot;MDOT" means the Mississippi Department of Transportation.

[&]quot;DBE Program" means MDOT's DBE Program.

DBE DIRECTORY

A list of certified DBE contractors can be found on MDOT's website at www.mdot.ms.gov under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

PRE-BID MEETING

A pre-bid meeting for monthly lettings will be held either in the Commission Room on the 1st floor of MDOT's Administration Building, 401 N. West St., Jackson, MS 39201, or via a teleconference source, at 2:00 p.m. on the Monday immediately preceding the fourth Tuesday. No pre-bid meeting is required for emergency lettings.

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 efforts to meet the contract goal.

AWARD

Award of this Contract to the lowest bidder will be contingent upon the following conditions:

- 1. Concurrence with the Federal Highway Administration, when applicable.
- 2. All bidders must submit to the Office of Civil Rights Form OCR-481 no later than the 3rd business day after opening of the bids to satisfy MDOT or have documented in the bid package that adequate good faith efforts have been made to meet the Contract goal. For any questions regarding Form OCR-481, contact the Office of Civil Rights at 601.359.7466.
- 3. Bidders must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. The OCR-485 information must be signed and included with the bid proposal. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.

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

DBE REPORTS

- 1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
 - a. The name and address of each certified DBE contractor and/or supplier; and
 - b. The Reference Number, percent of work to be completed by the DBE subcontractor, 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.

- 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 Form OCR-482. In this form, the contractor must certify the total amount paid to all DBE contractors/suppliers over the life of the Contract. The Project Engineer will submit the completed Form OCR-482 to the DBE Coordinator in the MDOT Office of Civil Rights. Final acceptance of the project is dependent upon MDOT's Contract Administration Division's receipt of the completed and approved Form OCR-482 as received from the Office of Civil Rights.
- 3. OCR-483: The Project Engineer or Inspector will complete Form OCR-483, the Commercially Useful Function Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a commercially useful function. The prime contractor is expected to take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or sanctions imposed if it is determined that the DBE firm is not performing a commercially useful function. This form is to be completed and submitted to the DBE Coordinator in the Office of Civil Rights.
- 4. OCR-484: Each month, the prime contractor will submit to the Project Engineer OCR-484, which certifies payments to all subcontractors and lists all firms to reflect payments made during the estimate period. The prime contractor will submit this form even if they have not paid any money to a firm during the estimate period. The Project Engineer will attach the form to the monthly estimate before forwarding it to MDOT's Contract Administration Division for further processing. Failure of the contractor to submit the OCR-484 form will result in the estimate not being processed and paid.
- 5. OCR-485: ALL BIDDERS must submit the signed Form OCR-485 with bid proposals of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.
- 6. OCR-487: The OCR-487 is 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 lowest bidder must submit this form to MDOT's Office of Civil Rights with the OCR-481 form. It may also be submitted with the Permission to Subcontract Forms (CAD-720, CAD-725, and CAD-521).

DBE forms may be obtained from the Office of Civil Rights at the MDOT Administration Building, 401 N. West St., Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

CONTRACTOR ASSURANCES

Each contract that MDOT signs with a contractor, and each subcontract that the prime contractor signs with a sub-contractor, must contain the following assurance set forth in 49 C.F.R. § 26.13:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 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.

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, sex, or national origin. Failure on the part of the contractor to carry out the DBE requirements of the Contract constitutes a material breach of contract and, after proper notification, MDOT may terminate the Contract or take other appropriate action as determined by MDOT.

When a contract has a zero (0) percent goal, the contractor must 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 MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT 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 performed by a non-DBE subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for the 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 Contract goal established by MDOT is one (1) percent 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 any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

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 third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

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's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts submitted to MDOT's Contract Administration Division prior to bid opening shall be just cause for rejection of the

proposal. Award may then be made to the next lowest responsive bidder, or the project may be readvertised. For MDOT's reconsideration process, please see MDOT's DBE Manual.

GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING

For the purposes of the DBE Program, Good Faith Effort means to have made every reasonable effort using, at a minimum, the guidelines outlined below, and any other steps deemed appropriate to initially find and/or replace a DBE to meet the established DBE Goal assigned to a project. Additional guidance can be found in Appendix A to 49 C.F.R. § 26.53(a).

The following factors are illustrative of matters that MDOT will consider in judging whether the bidder has made adequate good faith efforts to satisfy the Contract goal.

- 1. Whether the bidder attended the pre-bid meeting that was scheduled by MDOT to inform DBEs of subcontracting opportunities;
- 2. Whether the bidder reached out to the MDOT Office of Civil Rights for assistance;
- 3. Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
- 4. Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract is being solicited;
- 5. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- 6. Whether the bidder selected portions of the work of the work to be performed by DBEs in order to increase the likelihood of meeting the Contract goal;
- 7. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract;
- 8. 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;
- 9. Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance;
- 10. Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the Contract;
- 11. Whether the bidder has a statement of why an agreement was not reached; and
- 12. 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.

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 49 C.F.R. part 26 that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

In determining whether a bidder made good faith efforts, MDOT will:

- 1. Scrutinize the documented efforts of the bidder;
- 2. Review the performance of other bidders in meeting the Contract goal;
- 3. Require the bidder to submit copies of each DBE and non-DBE subcontractor's quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract to review whether DBE prices were substantially higher; and
- 4. Contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor.
- 5. MDOT will not consider standardized (i.e., bulk or generic) mailings to DBEs requesting bids as sufficient to satisfy good faith efforts.
- 6. MDOT will also not consider a promise to use DBEs after Contract award as responsive to Contract solicitation, nor will it constitute adequate good faith efforts.

GOOD FAITH EFFORTS DURING THE CONTRACT

If a DBE subcontractor cannot perform satisfactorily, or at all, and this causes the OCR-481 commitment to fall below the Contract goal, the contractor must take all necessary and reasonable steps to replace the DBE with another certified DBE subcontractor or submit information to satisfy a good faith effort to MDOT. Contractor must notify the Office of Civil Rights immediately upon determination that the goal may not be achieved.

Information to be submitted to satisfy MDOT may include:

- 1. Did the prime contractor look at other areas of the Contract to subcontract out to DBEs?
- 2. Did the prime contractor look for new DBE firms to perform the same line of work?
- 3. Did the prime contractor identify other DBEs used in the performance of the Contract but that were not reported to MDOT?
- 4. Did the prime contractor select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals would be achieved?
- 5. Did the prime contractor provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner?
- 6. Did the prime contractor negotiate in good faith with interested DBEs?
- 7. Did the prime contractor use good business judgment such as taking into consideration the DBE firm's price and capabilities as compared to non-DBE firms?
- 8. Did the bidder reject the DBEs as being unqualified without sound reasons?
- 9. Did the prime contractor make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or the prime contractor?
- 10. Did the prime contractor effectively use the services of available the agency's DBE Supportive Services provider or other available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs?

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 an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

Under no circumstances may the prime contractor or a subcontractor perform the DBE's work without prior written approval from MDOT.

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 contractor 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 a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
- 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 one hundred (100) percent 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 (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
- 6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- 7. Only the dollars <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.

SANCTIONS

If the prime Contractor fails to fulfill the contract DBE goal commitments on the OCR-481 forms, including administrative errors, and/or is found to have taken actions that are not in compliance

with the MDOT DBE Program and 49 CFR Part 26, MDOT has the option to enforce any or all combination(s) of the following penalties:

- 1. Disallowing credit to go towards the DBE goal;
- 2. Withholding progress estimate payments;
- 3. Deducting from the final estimate or recovering 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:

1st Offense	10% of unmet portion of goal	or	\$7,500 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	\$15,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	\$25,000 lump portion of goal	or	\$25,000 lump sum payment and debarment

4. MDOT may debar the contractor from bidding on MDOT's federally funded projects for a period of up to twelve (12) months after notification by certified mail.

If the DBE goal is not met due to an administrative error by the contractor, MDOT has the discretion to assess a percentage of the unmet portion of the goal or any combination of the above as sanctions, in an amount that is deemed appropriate by MDOT.

"General Decision Number: MS20240140 01/05/2024

Superseded General Decision Number: MS20230140

State: Mississippi

Construction Type: Highway

County: Rankin County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.20 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 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/05/2024

	Rates	Fringes			
TRAFFIC SIGNALIZATION Electrician		10.40			
SUMS2010-063 08/04/2014					
	Rates	Fringes			
CARPENTER (Form Work Only)	\$ 15.47 **	0.00			
CEMENT MASON/CONCRETE FINISHER.	\$ 14.02 **	0.00			
ELECTRICIAN	\$ 24.04	5.87			
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	\$ 12.04 **	0.00			
INSTALLER - GUARDRAIL	\$ 12.07 **	0.00			
INSTALLER - SIGN	\$ 11.92 **	0.00			
IRONWORKER, REINFORCING	\$ 15.47 **	0.00			
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading; and Grade Checking	\$ 10.65 **	0.00			
LABORER: Flagger		0.00			
LABORER: Luteman		0.00			
LABORER: Mason Tender - Cement/Concrete		0.00			
LABORER: Pipelayer	\$ 13.44 **	0.00			
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper\$ 11.29 ** 0.00					
OPERATOR: Asphalt Spreader	\$ 14.71 **	0.00			
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 15.36 **	0.00			
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 11.64 **	0.00			
OPERATOR: Broom/Sweeper	\$ 11.57 **	0.00			
OPERATOR: Bulldozer	\$ 15.41 **	0.00			
OPERATOR: Concrete Saw	\$ 14.38 **	0.00			
OPERATOR: Crane	\$ 19.22	0.00			
OPERATOR: Distributor	\$ 10.95 **	0.00			
OPERATOR: Grader/Blade	\$ 14.41 **	0.00			
OPERATOR: Grinding/Grooving		153			

/9/24, 8:18 AM	\$ 15.90 **	SAM.gov
OPERATOR:	Loader\$ 12.57 **	0.00
OPERATOR:	Mechanic 19.27	0.00
OPERATOR:	Milling Machine\$ 14.68 **	0.00
OPERATOR:	Mixer \$ 14.25 **	0.00
OPERATOR:	Oiler 12.35 **	0.00
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$ 12.15 **	0.00
OPERATOR:	Roller (All Types)\$ 12.64 **	0.00
OPERATOR:	Scraper \$ 12.25 **	0.00
OPERATOR:	Tractor \$ 11.22 **	0.00
TRUCK DRIV	ER: Flatbed Truck\$ 14.06 **	0.00
TRUCK DRIV	ER: Lowboy Truck\$ 11.00 **	0.00
TRUCK DRIV	ER: Mechanic\$ 13.00 **	0.00
TRUCK DRIV	ER: Water Truck\$ 10.98 **	0.00
TRUCK DRIVE	ER: Dump Truck (All \$ 12.56 **	0.00
Truck	ER: Semi/Trailer \$ 14.60 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 $% \left(1\right) =\left(1\right) +\left(1\right) +\left($

https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifien indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

SUPPLEMENT TO FORM FHWA-1273

DATE: 07/26/2022

SUBJECT: Federal Contract Provisions for Subcontracts

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.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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.
- The contractor shall notify all potential subcontractors, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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 recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
- (4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
 - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- 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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient 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 recipient or
 subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

* * * * *

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 CFR 180.335;.
- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 - 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

* * * * *

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

- 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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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%.

pai	s for minority rticipation for rade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	
Jackson	
SMSA Counties:	
Desoto	
Hancock, Harrison, Stone	19.2
Hinds, Rankin	
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
George, Greene	20.4
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
g,,	
Attala, Choctaw, Claiborne, Clarke, Copiah, Covingto	n.
Franklin, Holmes, Humphreys, Issaquena, Jasper, Jeff	
Jefferson Davis, Jones Kemper, Lauderdale, Lawrence	
Leake, Lincoln, Lowndes, Madison, Neshoba, Newton	
Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith,	
Warren, Wayne, Winston, Yazoo	
Farmet Lawren Marian David Disam Dama Dila	
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
w aitnaii	21.7
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. 907-101-1

DATE: 07/20/2023

SUBJECT: Definitions and Terms

Section 101, Definitions and Terms, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-101.01--Abbreviations. After the abbreviation API on page 1, add the following.

APL Approved Products List

Replace the abbreviation for AWPA on page 1 with the following.

AWPA American Wood Protection Association

<u>907-101.02--Definitions</u>. Delete the sentence after the list of holidays in Subsection 101.02 on page 6 under **holidays**, **legal**, and substitute the following.

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday, or as proclaimed by the Governor, will be observed as a legal holiday.

Delete the definition for Notice to Proceed in Subsection 101.02 on page 8, and substitute the following.

Notice to Proceed - Written notice to the Contractor to proceed with the contract work.

Delete the definition for "Plans" in Subsection 101.02 on page 8, and substitute the following.

plans - The approved plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, that show the location, character, dimensions, and details of the work to be done. The plans may also include electronic files, referred to on the plans as Electronic Files Identified as Plans, which may include engineering models, spreadsheets, CADD files or other electronic files used to convey design intent. When the contract does not have an official set of plans, reference to the plans shall mean the contract documents.

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: (IS)

SPECIAL PROVISION NO. 907-105-2

DATE: 07/20/2023

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-105.01--Authority of the Engineer.</u> Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

<u>907-105.02--Plans and Working Drawings</u>. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

CODE: (IS)

SPECIAL PROVISION NO. 907-106-1

DATE: 10/25/2022

SUBJECT: Control of Materials

Section 106, Control of Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 106.13 on page 47, add the following.

<u>907-106.14--Buy America Materials Sourcing Requirements for Federal-Aid Projects.</u> The "Infrastructure Investment and Jobs Act" (the "Act"), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021 (See Public Law No. 117-58, Sections 70901-70953). The Buy America provisions of the Act expand the previous Buy America requirements beyond what is currently required for steel and iron products.

Any steel and iron materials per Subsection 700.01 or construction materials per Subsection 907-700.01.1, that are used for a Federal-Aid highway construction project, shall be domestically manufactured (as further described in Subsection 700.01) and compliant with current requirements of the Act, as implemented by the Office of Management and Budget (OMB) in the "Preliminary Guidance for Construction Materials" in OMB Memorandum M-22-11.

As determined by the Department within the contract prior to award, all products and/or materials will only be classified under one of the following categories: Steel and Iron, Manufactured Products, and Construction Materials. It is the Prime Contractor's responsibility to ensure all submittals required for Buy America are submitted to the Project Engineer prior to the products and/or materials being incorporated into the work.

The following items require Buy America Certification on Federal-Aid projects:

- (a) Steel and Iron
- (b) Construction Materials

A list of items that require Buy America Certification may be viewed at <u>www.goMDOT.com</u> under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

Items classified as a Manufactured Product that do not include steel and iron components do not require a Buy America Certification on a Federal-Aid project. Manufactured Products are currently exempted under the 1983 waiver from FHWA. Manufactured Products are determined by the Department's Materials Division.

To be considered a Manufactured Product, an item shall meet one of the following requirements:

- (a) The item consists of two or more of the listed construction materials that have been combined through a manufacturing process.
- (b) The item consists of at least one of the listed construction materials that has been combined through a manufacturing process with a material that is not listed as a construction material.

Buy America provisions do not apply to temporarily used items that (1) are specified to be removed at the end of the project per the contract provisions or (2) are specified to remain in place per the contract provisions and are also documented by the Department in the contract provisions to be removed in a subsequent imminent, near-term phased project.

CODE: (SP)

SPECIAL PROVISION NO. 907-108-4

DATE: 10/07/2020

SUBJECT: Subletting of Contract

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

<u>907-108.01.1--General.</u> Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (IS)

SPECIAL PROVISION NO. 907-109-4

DATE: 04/19/2021

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi StandardSpecifications 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 109.01on 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.

907-109.04--Extra Work.

<u>907-109.04.1--Supplemental Agreement</u>. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

<u>907-109.07--Changes in Material Costs.</u> After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current letting

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

SPECIAL PROVISION NO. 907-618-11

DATE: 03/30/2022

SUBJECT: Work Zone Law Enforcement

Pursuant to House Bill No. 580, Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.01--Description. After Subsection 618.01.4 on page 443, add the following.

<u>907-618.01.6--Work Zone Law Enforcement</u>. On projects that the Commission determines are on high-volume roadways or are otherwise high risk projects, the Commission may include a pay item to provide for reimbursement to the Contractor for enhanced law enforcement safety operations in the work zone.

According to House Bill No. 580, the work zone safety operations, when required by the Commission, shall consist of utilizing a uniformed law enforcement officer equipped with a patrol vehicle with blue flashing lights to enforce traffic laws and provide for an enhanced law enforcement presence in order to facilitate the safe movement of traffic through the work zone and to protect workers within the work zone.

<u>907-618.03--Construction Requirements</u>. After Subsection 618.03.5 on page 447, add the following.

<u>907-618.03.7--Work Zone Law Enforcement</u>. The utilization of work zone law enforcement shall be done at such locations and time periods deemed necessary and appropriate by the Engineer, after discussion with the Contractor. The Contractor shall be responsible for the coordination with the work zone law enforcement agency.

The Contractor shall provide a daily work record of the actual hours of work performed by the law enforcement agency and shall be accompanied by signed invoices from the law enforcement agency, which must be verified by the Engineer.

<u>907-618.04--Method of Measurement</u>. After the last paragraph of Subsection 618.04 on page 449, add the following.

Work zone law enforcement will be measured per hour for every hour verified by the Engineer using an invoice or other acceptable record. Measurement for payment will not be made for work zone law enforcement after expiration of contract time.

<u>907-618.05--Basis of Payment</u>. After the third paragraph of Subsection 618.05 on page 449, add the following.

- 2 -

Work zone law enforcement, measured as prescribed above, will be paid for at the fixed contract unit price per hour, which price shall be full compensation for furnishing and reimbursing work zone law enforcement.

After the last pay item listed on page 450, add the following.

907-618-M2: Work Zone Law Enforcement

- per hour

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (IS)

SPECIAL PROVISION NO. 907-632-1

DATE: 11/15/2017

SUBJECT: Traffic Signal Cabinet Assemblies

Section 632, Traffic Signal Cabinet Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 632 on pages 517 thru 538, and substitute the following.

SECTION 907-632 - TRAFFIC SIGNAL CABINET ASSEMBLIES

<u>907-632.01--Description</u>. This work consists of furnishing, assembling, configuring and installing all component materials and software required to form completed traffic signal controller assemblies, closed loop master controller assemblies and signal system installation of the types specified, in conformity with these specifications, to ensure fully operational traffic signal installations as shown on the plans.

907-632.02--Materials.

<u>907-632.02.1--Cabinet Assembly.</u> Cabinet Assemblies shall meet the NEMA 3R requirements and be constructed principally of 0.125-inch thick, 5052-H32 aluminum. The aluminum shall have a mill finish per NEMA TS 2 7.7.3. Intermittent welds may be used for construction and any unwelded cabinet seams shall be sealed with clear RTV silicone. All external fasteners shall be stainless steel and no holes will be allowed in top of cabinet.

The door handles shall be stainless steel or cast aluminum. Door hinges shall be of the continuous type with a stainless steel hinge pin. Rivets are not be used to attach the hinge. The main door stop rod shall be constructed using stainless steel. The door stop mechanism shall be adjustable and capable of being securely latched in multiple opened positions including 90 degrees and a maximum of 120 degrees. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place. The main door cylinder lock shall be a #2 key type lock. Two (2) traffic industry standard No. 2 keys shall be provided with each cabinet and shall be made using heavy duty key blanks.

Extruded aluminum channels permanently attached to the right and left cabinet sides shall be provided for attaching adjustable shelving and mounting of other component panels. The cabinet shall have two (2) shelves installed. Both shelves shall be provided with the front edge pre-drilled with 0.25-inch holes located twelve (12) inches apart.

907-632.02.2--Physical Features.

907-632.02.2.1--Pull Out Drawer. A pull out drawer shall be installed and centered under the

bottom shelf. The drawer shall be made of 0.080-inch thick, 5052-H32 aluminum and come out on full extension drawer slides. The pull out drawer shall provide an approximate 16-inch x 14-inch working area and have the ability to bear a constant 25 pound burden. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer. The drawer slides shall be of the full extension ball bearing type. Dimensions of the drawer shall be large enough to support a notebook computer and a drawer of sufficient size to hold at least two (2) copies of the cabinet drawings and other related cabinet documentation. The surface of the lid shall have a non-slip surface.

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907-632.02.2.2--Cabinet Lighting. Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide direct lighting of the load bay area of the cabinet but must not interfere with the cabinet drawer operation.

Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch. The cabinet lighting shall turn on when the cabinet main door is opened and shall turn off when the main door is closed or an ON/OFF NEMA rated, commercial quality, toggle switch mounted on the inside cabinet door service panel shall be provided to turn both LED lighting modules on or off.

<u>907-632.02.2.3--Police Panel Switches</u>. Police panel switches shall be provided with all controller cabinets. All switches shall be hard wired and labeled as to their function.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position, transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

SIGNAL ON-OFF: AC power shall be removed from the signal heads and the intersection will become dark when this switch is in the OFF position.

MANUAL CONTROL ON-OFF: When this switch is in the ON position, a logic ground shall be applied to the manual control enable input of the controller unit.

INTERVAL ADVANCE INPUT JACK: A manual jack shall be installed on the police panel. The jack shall inter-mate with a 3-circuit, ½-inch diameter phone plug. The tip and ring (middle) circuits of the jack shall be connected to the logic ground and the interval advance inputs of the controller unit. When the manual hand cord is plugged into the jack and the pushbutton is pressed, logic ground shall be connected to the interval advance input of the controller unit.

When specified in the contract documents, an interval advance cord shall be provided. The cord

shall have a minimum length of three (3) feet. It shall have a ¼-inch diameter, three circuit plug connected to one end and a manual pushbutton enclosed in a hand-held enclosure at the other end. A complete cycle (push-release) of the manual pushbutton shall terminate the controller unit interval which is active except the vehicular yellow and red clearance intervals. Cycling the pushbutton during the vehicular yellow or all red clearance intervals shall not terminate the timing of those intervals.

<u>907-632.02.2.4--Service Panel Switches</u>. Service panel switches shall be hard wired and clearly labeled to identify as to their functions. Service panel switches shall be mounted on the service panel located on the inside of the main cabinet door. Alternate switch locations may be described in the plans or contract documents but final switch design and location shall be approved by the Engineer prior to cabinet fabrication.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

CONTROLLER ON-OFF: When this switch is in the OFF position, AC power shall be removed from the controller. When this switch is returned to the ON position, the controller unit shall perform normal start up functions and resume normal operation in accordance with the applicable specification.

STOP TIME-RUN-NORMAL: A 3-position manual switch shall be provided which places the controller into Stop Time mode manually or through remote input.

VEHICLE DETECTORS: A 3-position switch shall be provided for each vehicle and pedestrian detector circuit. All switches shall be located on a panel mounted on the inside of the main cabinet door. The switch panel shall be labeled CALL SWITCH. Labeling of phase number and intended function (vehicles or pedestrian calls) shall be provided for each switch.

The vehicle detector switch functions are defined as follows:

Locked Call Call is continually placed into the controller unit.

Off (center) Vehicle detector is connected to the controller unit vehicle detector

input, i.e. normal detector operation.

Momentary Call Call is continuous as long as the switch is manually held in this

position.

<u>907-632.02.2.5--Police and Service Panel Locations</u>. The police and service panels shall be constructed of 5052-H32 0.125-inch thick aluminum.

The police panel shall be located behind the police door which is enclosed within the main door.

The police door shall be hinged and provided with a neoprene gasket seal. Access to any portion or equipment contained behind the main cabinet door shall not be accessible through any part of the police panel. The police panel shall be of appropriate dimensions to accommodate all switch or devices described within this specification, the plans or contract document. The police door shall be provided with a treasury #2 key type lock and two (2) keys for the police door lock shall be provided with each cabinet.

The service panel shall be mounted on the inside portion of the main cabinet door, adjacent to the back side of the police panel or on the left hand side of the cabinet.

<u>907-632.02.2.6--Cabinet Ventilation</u>. Cabinets shall be vented to allow dissipation of the heat generated by the equipment contained within. All cabinets shall have a thermostatically controlled exhaust fan located at the top of the cabinet that is capable of 100 cubic feet per minute air displacement. The thermostat shall be mounted on the inside top of the cabinet and shall have a nominal temperature range from 80°F to 170°F.

The intake vent shall be louvered or equivalent design to prevent rain infiltration. The vent area will be located along the bottom portion of the cabinet door. A 16-inch x 12-inch x 1-inch disposable pleated air filter shall be provided on the inside portion of the cabinet and shall fully cover the vent area.

<u>907-632.02.2.7--Air Filter Assembly.</u> Air filters shall be one piece and shall be held firmly in place against the cabinet door in order to prevent dust from bypassing the perimeter of the filter and shall fully cover the vent area. Wing nuts or thumbscrews are preferred. Air filter shall be a 16-inch x 12-inch x 1-inch disposable pleated filter.

907-632.02.2.8--Cabinet Sizes.

<u>907-632.02.2.8.1--Type I Cabinet.</u> A Type I cabinet, 51"H x 30"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum eight (8) position load bay. Pole mounted cabinets do not require rear access.

<u>907-632.02.2.8.2—Type II Cabinet</u>. A Type II cabinet, 51"H x 36"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum twelve (12) position load bay. Pole mounted cabinets do not require rear access.

<u>907-632.02.2.8.3--Type III Cabinet.</u> A Type III cabinet, 56"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.2.8.4--Type IV Cabinet. A Type IV dual chamber cabinet, 56"H x 57"W x 29"D, shall be used for base mount installations and shall require a sixteen (16) position load bay, rear access door, and external generator plug. When called for in the plans, a UPS shall be housed inside this cabinet.

<u>907-632.02.2.8.5--Type V Cabinet</u>. A Type V cabinet, 77"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

<u>907-632.02.3--Power Distribution Panel</u>. The power panel shall be wired to provide the necessary power to all equipment. It shall be manufactured from 0.125-inch thick, 5052- H32 aluminum. The power panel shall house the following components: Main Breaker, Auxiliary Breakers, and Terminal Block. The panel shall be of such design so as to allow a technician to easily access the main and auxiliary breakers.

A 3-position terminal block with a removable insulated cover accepting up to AWG #4 stranded wire shall be supplied for accepting only the incoming power lines. This terminal block shall be in advance of and supply only the 30-amp main breaker, 10-amp and 5-amp Auxiliary breakers, AC neutral buss and earth ground buss.

<u>907-632.02.3.1--Ground and Neutral Busbars</u>. Cabinet grounding shall meet the requirements set forth in Subsection 722.09 for grounding and ground rods. A solid copper ground busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of chassis ground wires. If more than one (1) ground busbar is used in a cabinet, a minimum of an AWG #6 copper wire shall be used to bond them.

The copper ground busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

A solid copper neutral busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires.

The copper neutral busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

<u>907-632.02.3.2--Terminal Strips</u>. Conductors shall be terminated on terminal strips with insulated terminal lugs. When two (2) or more conductors are terminated on field wiring terminal strip screws, a terminal ring lug shall be used for termination of those conductors. The voltage and current rating of terminal strips shall be greater than the voltage and current rating of the wire which is terminated on the terminal strip.

<u>907-632.02.3.3--Cabinet Receptacles.</u> A 3-wire 115 Volt AC (15A) Ground Fault Circuit Interrupt (GFCI) duplex receptacle shall be provided in the cabinet for maintenance use. It shall be securely mounted near the bottom right side of the cabinet and easily accessible.

Two (2) 3-wire 115 Volt AC (15A) non-GFCI protected outlets shall be installed, one on each side of the cabinet. These two (2) outlets are used for communication or other auxiliary equipment.

<u>907-632.02.3.4--Operating Line Voltage</u>. All equipment shall be designed to operate from a 120 volt, 60 cycle AC supply. Operation shall be satisfactory at voltages from 105 volts to 130 volts. All operating voltages into and out of the controller shall be NEMA level DC voltages except for the controller AC power source (Connector A, Pin p – AC-Control and Pin U – AC Common).

907-632.02.3.5--Circuit Breakers. Circuit breakers shall meet the requirements set forth in

Subsection 722.07. A 30-amp main breaker, with a minimum of 10,000 amp interrupting capacity, shall be provided for all cabinets to supply power to the controller, MMU, signals, and rack power supply.

Two (2) auxiliary breakers shall be provided. The first breaker, 10-amp, shall supply power to the fan, light, GFCI utility receptacle and two (2) auxiliary standard receptacles. The second breaker, 5-amp, shall be installed to supply power for the Controller Unit and MMU2. The above circuit breakers line side shall be jumpered together and will be fed from an external main circuit. A third 5-amp breaker shall be required if an ITS camera panel is called for in the plans.

<u>907-632.02.3.6--Main Line Arrestors</u>. Surge protection shall be provided that meets the requirements set forth in Subsection 722.12. A main line arrestor shall be provided to reduce the effects of voltage transients on the AC power line. It shall be installed after the circuit breaker. The main line arrestor shall be sufficient to protect all equipment and devices as per the plans and the following minimum specifications.

- Multi-stage Hybrid Design
- Series induction filtering
- Thermally protected Metal Oxide Varistors (TMOV's)
- Operating Voltage: 120 VACClamping Voltage: 395 VAC
- Operating Current: 15 A
- Peak Surge Current: 50 kA/Mode, 100 kA/Phase
- Operating Frequency: 47-63Hz
- EMI Attenuation: 40 dB Typ
- SPD Technology: TMOV's w/ W-C Filter
- Modes of Protection: L-N, L-G, N-G
- Status Indication: Power On & TMOV's Functional
- Connection Type: 1/4-20 Stainless Steel Stud
- Operating Temperature: -40°F to +185°F

<u>907-632.02.3.7--Solid State Main Line Relay (SSR)</u>. A normally-open, 75-amp, hybrid SSR shall be provided on the power distribution panel. The relay shall include a LED indicator to verify circuit power.

<u>907-632.02.4--Terminal Facilities Board</u>. The Terminal Facility shall be a hardwired load bay for NEMA TS 2 Type 1 actuated controllers. The load bay shall include either eight (8), twelve (12) or sixteen (16) load switch positions, as specified by the plans, and shall be centered along the back of the cabinet below the bottom shelf.

All wires terminated behind the backboard, as well as any additional panels, shall be soldered. No pressure or solderless connectors shall be used, unless they are soldered to the wire and tab after connection.

907-632.02.4.1--Load Switches and Flashers. Solid State Load Switches, compatible with low

wattage LED signals, shall be provided for the sequence called for on the plans. The load switch sockets shall be wired for triple-signal load switches conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements.

The flasher socket shall be wired for and provided with a Type 3, two (2) circuit Solid State Flasher conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements. It shall be possible to flash either the amber or red indication on any load switch outputs. It shall be possible to easily change the flash indication from the front side of the panel using readily available tools such as a screwdriver. A nominal flash rate of 50 to 60 FPM shall be provided. Flash rate shall be stable when used with generators or inverters.

Support(s) shall be provided to support the Flasher and Load Switches at some point approximately half of the total length from the panel surface. Sufficient area beneath the Load Switch or Flasher shall be clear in order to allow for free flow of air across the Load Switches or Flasher. Load Switches and Flashers must be provided with LED indicator lights on the side facing the cabinet door.

907-632.02.4.2--Flash Transfer Relay. All flash transfer relays, as a minimum, shall meet NEMA TS 1 requirements. The number of relays that shall be supplied with each cabinet shall accommodate the number of signal phases as indicated in the project plans. The coil of the flash transfer relay must be de-energized for flash operation.

<u>907-632.02.5--Cabinet Wiring</u>. Controller cabinets shall be wired in accordance with the signal phasing plans. If phases are indicated as omitted for future use, or if phases are not shown to be used in the plans, the cabinet shall be wired for use of the phases shown as future or unused. Load Switches shall not be provided for future or unused phases.

Wiring in the cabinets shall conform to the requirements of the National Electrical Code (NEC) and all of these specifications. All conductors in the cabinet shall be stranded copper. All wiring shall be laced. All wiring shall be in accordance as specified by Section 636 and Subsection 722.03 for Electric Cable and IMSA Specification 19 and/or 20 for Signal Wiring.

Connector harnesses for controller, conflict monitor, vehicle detectors, and accessory equipment (including NEMA defined Card Rack with power supply and pre-wired optical detection slots) shall be provided and wired into the cabinet circuitry. Connecting cables for controller and conflict monitor harnesses shall be sleeved in a braided mesh. All wires shall be securely terminated on terminal strips. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinets.

All communication wiring shall be bundled and routed independently of all other wiring. All live conductors shall be covered with suitable insulating material. All equipment grounds shall run directly and independently to the grounding bus.

All wires shall be cut and terminated as close as possible to the proper length before assembly. Consideration of equipment location adjustments must be made when determining appropriate

wire lengths. Excessive lengths of wire or cable shall not be allowed. All line voltage conductors used in controller cabinet shall conform to the following color code:

AC Neutral: White AC Hot: Black Safety Ground: Green

<u>907-632.02.5.1--Signal Terminal Arrestor Grounding Bar</u>. A field terminal arrestor grounding bar shall be provided along the back portion of the cabinet for the installation of signal arrestors. This bar shall be attached using an AWG #10 stranded copper to the earth ground circuitry.

<u>907-632.02.5.2--Signal Terminal Arrestors</u>. The field terminal arrestor shall be a three (3) circuit protective device intended for use on traffic control load relay outputs. The arrestor shall be furnished with three (3) leads and a grounding stud which will be used to attach the arrestor to the grounding bar. The field terminal arrestor shall meet the following minimum specifications:

Operating Voltage: 120 VAC
Clamping Voltage: 475 VAC
Peak Surge Current: 10 kA

• Operating Frequency: 47 - 63 Hz

• SPD Technology: MOV's

Connection Type: Wire Leads
Lead Wire: 14 AWG 12" Length
Ground Stud: 10 x 32 5/8" Length

• Operating Temperature: -40°F to +185°F

907-632.02.6--Accessory Components.

907-632.02.6.1--Traffic Actuated Controller Unit. The fully actuated controller unit shall, at a minimum, meet the requirements of both NEMA TS 1–1989 and NEMA TS 2-2003 requirements for actuated controller units. The controller shall be of the TS 2 Type 2 configuration. The controller shall be provided with the multiple communication interface devices or properties as defined below.

- 10 Base-T Ethernet with front panel RJ-45 connector
- IEEE defined MAC address
- EIA-232 port
- External Serial Fiber options for both single and multi-mode (optional as per plans)
- External FSK 1200 bps modem (optional as per plans)
- D connector with 37 pin configuration for TS 1 compatibility
- USB port for signal controller database upload/download to the controller flash
- Controller
- ECOMM Compatible

The controller unit must have an alphanumeric backlit LCD display with a minimum of sixteen

(16) lines at 40 characters per line. The controller must be air-cooled with sufficient ventilation openings and capable of operating between -30°F and 165°F. The controller unit must be provided with a time-of-day clock, automatic daylight savings time adjustment and a power supply for maintaining SRAM during a power outage. The controller unit shall be capable of being used in a Closed-Loop System and must be capable of operating in the role of master controller in a Closed Loop System. The controller unit firmware shall be fully compatible with the Department's existing Traffic Signal Management Software. The Contractor shall ensure all controller firmware versions are compatible with the existing Traffic Signal Management Software that the Regional Department staff currently utilizes prior to submitting the controller for approval. The Contractor shall notify the Department if any special controller configuration or firmware is needed prior to submitting the controller for approval based on project requirements.

Where Flashing Yellow Arrow (FYA) operations are being used, all traffic signal controller firmware shall be capable of delaying the onset of the flashing yellow arrow.

All operator entered data shall be stored and backed up on to a flash memory device provided with the controller unit at no cost. This flash memory device shall require no battery to support value storage. No internal components of circuitry shall require battery support. The database shall be able to be backed up to a USB drive via the USB drive on the controller.

Traffic Actuated Controllers shall be of the Type shown on the plans. Type 1 Controllers shall have a Linux based processor and a minimum of one (1) USB port. Type 2 Controllers shall have the same features as Type 1 Controllers with the addition of an ATC backplane.

Type 3 Controllers shall have all features of the Type 2 Controller with the addition of the ATC module. All three (3) types of actuated controllers shall have Master controller capability, and if required shall be designated with 'M' in the plans.

<u>907-632.02.6.2--Closed Loop Master Controller Unit</u>. When called for in the plans, this work also consists of furnishing, installing and configuring the equipment, software and accessories necessary to connect one (1) traffic Closed-Loop Master Controller to its corresponding central or portable PC-based Traffic Computer Facility Control System via a communications connection. The communications or network connection device will be either existing or provided by the Contractor.

<u>907-632.02.6.2.1--General.</u> The Master shall monitor intersections in the system, display status and operational state and provide traffic flow data from intersection vehicle detectors. The Master shall include all communications equipment and software necessary to provide reporting to a remote terminal as well as upload/download of all local intersection data and provide timing synchronization. Communications to local controllers from the Master and from the Master to the central-office computer facility shall be by FSK, 900 MHz Radio, Broadband Radio, Serial Fiber, Ethernet, Fiber, Cell Modem or Leased Line, as indicated in the plans. The Master shall be able to run on the same controller simultaneously operating the intersection, with the local signal control software, on any given controller unit.

907-632.02.6.2.2--System Configuration. The system architecture shall be designed to minimize

the effect of equipment failures on system operation and performance. The system consists of four (4) principal elements:

- Local System Intersection Controllers
- Communication (Telemetry Links)
- On-Street Master(s)
- Central-Office Computer Software

907-632.02.6.2.3--Local System Intersection Controller. The local system intersection controllers connected to the Master controller unit shall be capable of controlling a fully actuated two (2) to sixteen (16) phase intersection and shall meet or exceed NEMA TS 1-1989 and TS 2-2003 standards for fully actuated traffic control units. The local controller shall have internal communication capability with direct access to the data memory. The local system controller shall be capable of processing controller and detector data and provide all necessary intersection control functions. The local system intersection controller shall meet the requirements of the Traffic Actuated Controller Unit.

<u>907-632.02.6.2.4--Communications (Telemetry) Links.</u> The communications links for the "Closed-Loop" System shall perform the following functions:

- Provide the medium (radio/fiber/hardwire/etc.) for two-way communications between the On-Street Master and the local intersection controllers.
- Provide the medium for two-way communication between the On-Street Master and the central-office computer facility.
- Error checking shall be included in both mediums to assure transmission and reception of valid data.

<u>907-632.02.6.2.5--On-Street Master.</u> The On-Street Master may be located at an intersection and connected via the communication network to at least 32 local intersection controllers. The Master shall be capable of implementing Traffic Responsive Control, Time Base Control, Manual Control or Remote Control modes of operation.

Analysis of sampling sensor data from at least 64 system detectors and corresponding selection of the best Traffic Responsive timing pattern shall be provided by the On-Street Master during the Traffic Responsive mode of operation.

Automatic and continuous monitoring of system activity shall be provided by the On-Street Master to include both Master and intersection alarm conditions.

System parameter entry shall be provided via the On-Street Master including all Master and local intersection assignment and group parameters. Master parameters shall include:

- System coordination setup and pattern data entry by group
- System time base event scheduler
- System traffic responsive computational and pattern selection setup by group
- Intersection system group and detector assignments

The On-Street Master shall provide comprehensive system report generation including, as a minimum: system, intersection, detector and failure status and history reports in addition to system performance reporting.

A RS-232C interface shall be provided on the On-Street Master to allow for printing of reports or for interconnecting to a remote central site.

To enhance overall system operation and increase system management flexibility, the On- Street Master shall also support two-way dial-up communications to a central office computer for control, monitoring, data collection and for timing pattern updating purposes, all from a remote central office location. Continuous, seven (7) days/week - 24 hours/day, system monitoring shall be enhanced by the On-Street Master's capability to automatically dial-up the central office computer upon detection of user defined critical alarm conditions.

907-632.02.6.2.6--System Functional Requirements.

<u>907-632.02.6.2.6.1--Operator Interface</u>. In order to provide ease in programming and operation, the system shall provide a simplified user-friendly menu format at each local, master and central office facility. No special programming skills shall be required for the user to fully access and operate this control and monitoring system at any level.

All programming, both of the local intersection controllers and the On-Street Master(s) shall be via a front panel keyboard and display, driven by English Language menus. All data change entries will be automatically verified against established ranges prior to acceptance to prevent programming data errors. Data access shall be controlled by user- definable access controls.

<u>907-632.02.6.2.6.2--System Traffic Control.</u> The system shall have the capability of controlling a minimum of sixteen (16) vehicle phases and eight (8) pedestrian phases. The system shall have the capability of implementing a minimum of four (4) timing rings, fifteen (15) alternate sequences, and sixteen (16) offsets.

The system shall provide the capability of selecting any of the following operational modes on a group basis:

- Traffic Responsive
- Time Base (Time-of-Day/Day-of-Week)
- Remote (External Command)
- Manual (Operator Entry)

The system shall be capable of implementing system FLASH and system FREE operation. The system shall have the capability to command, on/off based on time, up to eight (8) independent special functions.

<u>907-632.02.6.2.6.3--Detectors</u>. The system shall have the capability of accepting and processing data from at least 632 system detectors for Traffic Responsive program selection.

<u>907-632.02.6.2.6.4--Pattern Selection</u>. In addition to providing Manual and Remote program selection capability, the Master shall provide for Traffic Responsive and Time Base modes of operation for timing pattern selection.

<u>907-632.02.6.2.6.4.1--Traffic Responsive Mode</u>. Traffic plan selection in the Traffic Responsive mode shall be user-enabled and supplied with the controller, per the plans and specifications. The pattern selection shall be based on sampling detector volume and occupancy analysis by the On-Street Master.

<u>907-632.02.6.2.6.4.2--Time Base Mode</u>. The system shall provide the capability of implementing time-of-day, day-of-week and week-of-year control for each of the two (2) groups using an internal time clock referenced to the 60-Hz AC power line frequency for its time base. The Time Base mode shall contain automatic adjustment for leap year and daylight savings time changes.

The system Time Base mode shall provide, as a minimum, 100 events each capable of requesting any of the 48 traffic control patterns along with Traffic Responsive override enable or auxiliary events consisting of enable/disable any of up to four (4) system-wide special functions and setting sample and log interval time periods.

<u>907-632.02.6.2.6.5--System Control Priority</u>. The system coordination control (program-ineffect) for each group shall be selected on a priority basis. The priority from highest to lowest shall be as follows:

- Manual Control Entry
- External Control (Remote Command)
- Time Base Control (Time-of-Day/Day-of-Week) (Traffic Responsive control will prevail whenever Traffic Responsive Override Enable is active and the selected cycle length is greater than that being commanded by Time Base)
- Traffic Responsive Control

<u>907-632.02.6.2.6.6--Measures of Effectiveness.</u> The system shall have the capability to report selected Measures of Effectiveness (MOE's) on an intersection basis. MOE calculations shall be made on all phases by the local system intersection controller and as a minimum shall include measures such as: volume, number of stops, delays and green utilization. These measures shall be calculated on the basis of the active timing plan. Alternate ways of reporting MOE'S may be approved on a case-by-case review.

<u>907-632.02.6.2.6.7--Uploading and Downloading</u>. The system shall provide, for any selected local system intersection controller, the capability of uploading and downloading any or all, new or modified local intersection parameters from the central-office computer and the Department Central Traffic Signal Management Software, and shall include, as a minimum, all: Phase Timing and Unit Data; Coordination Data, Time Base Data; Preemption Data, System Communication Parameters, System Traffic Responsive Data, and any other System Data residing at the intersection such as Detector Diagnostic Values, Report Parameters and Speed Parameters.

During either uploading or downloading operations, normal traffic control operations shall not be suspended. All data shall be continually accessible and may be displayed at the On- Street Master or the central office computer.

<u>907-632.02.6.2.6.8--System Monitoring and Diagnostics.</u> The system shall automatically and continually monitor system activity and log/report occurrences of Master and intersection alarm conditions. All alarm condition events shall include at the intersection, (Master and central-office computer) an alpha-numeric description of the event as well as the time and date of occurrence.

As a minimum, monitored master alarms conditions shall include:

- Insufficient or Improper Data
- Failed Computational Channels
- Failed System Detectors
- Intersection Communication Failure
- Failed Controllers
- Minimum of six (6) special user defined alarms for user application flexibility
- Monitored intersection alarms conditions shall include as a minimum:
- Cycle Faults and Failures
- Coordination Failures
- Voltage Monitor
- Conflict, Local and Remote Flash Conditions
- Preempt
- Local Free
- Minimum of six (6) special user defined alarms for additional user flexibility.

When the Master detects a critical alarm condition, as defined by the user, it shall automatically dial-up the central office computer and report the condition. On a BUSY or NO ANSWER, the system may be programmed, at user option, to alert a secondary computer.

The system shall also automatically and continually monitor, verify and attempt to correct Sync Pulse, Time Base Clock and Pattern-In-Effect. The system shall provide capabilities to perform diagnostics on system and local detectors, communications and intersection operations. When a fault has been detected, an indication shall be provided. It shall be possible to isolate the fault to the failed unit from controls and indicators available on the Master unit. Auxiliary equipment such as a data terminal or CRT shall not be required to identify the failure.

<u>907-632.02.6.2.6.9--Real Time Display.</u> The Master shall provide for any selected local system intersection controller, real-time status information on its front panel. Real-time intersection status information shall include simultaneous display of: vehicle and pedestrian signal and detector status by phase, overlap signal status and cars waiting count by phase. Real-time controller status information shall include simultaneous display of: two (2) Ring Active timers, On/Next, Call/Recall and Hold/Omit Status by phase, Coordination, Preempt and Stop Time Status.

907-632.02.6.10--System Management. The system, without hardware changes but with its

ability to directly modify Master and intersection parameters, shall provide the user system configuration and operational controls of the following functions: add/delete controllers and system detectors, enable Traffic Responsive mode, assign intersections to groups, assign system detectors to computational channels and channels to pattern select routines, and assign special and/or standard detectors as system detectors for use with computational channels or to track activity.

<u>907-632.02.6.2.6.11--System Logging and Reports.</u> The system shall automatically and continually process system data and log/report on occurrence of changes in intersection status, system detector status, communications status, controller status and local detector status in addition to system program changes, Traffic Responsive computations, measures of effectiveness and performance.

<u>907-632.02.6.2.6.12--Security</u>. The On-Street Master shall provide for a user-specified security code entry before any data may be altered. In order to view any parameter, security code entry shall not be required. Security access shall be automatically rescinded approximately ten (10) minutes after either access was gained or the last parameter change was entered. The Master and local controller shall have the ability via keyboard to disable security code requirements, allowing for perpetual access without requiring hardware changes.

907-632.02.6.2.7--Design Characteristics. The On-Street Master shall be designed to operate in either an office or field environment and shall be suitably housed in a separate enclosure or in a local intersection cabinet. The Master shall be designed to meet the following electrical and mechanical requirements:

<u>907-632.02.6.2.7.1--Programming and Security</u>. Operator programmable data entry shall be accomplished through panel keyboard(s). The Master shall prevent the alteration of keyboard set variables prior to the user having entered a specific access code through the keyboard. The Master shall maintain user-programmable variables in non-volatile memory with a battery-backed RAM to assure continued efficient system operation.

<u>907-632.02.6.2.7.2--Test and Repair.</u> To enhance maintenance and trouble-shooting activities, On-Street Masters shall include resident diagnostics as a standard. No extender- cards, special tools or PROMs shall be necessary to fully maintain these components. The Master unit design shall ensure that all printed circuit boards be readily accessible for maintenance testing purposes. All fuses, connectors and controls shall be accessible from the front of the Master unit.

<u>907-632.02.6.2.8--Traffic Signal System Software</u>. All Traffic Signal System Software shall be compatible with the latest version of the Department's existing Master and local controllers and existing Traffic Signal Management Software for the Department region.

<u>907-632.02.6.2.8.1--Traffic Signal Closed Loop Software.</u> The Traffic Signal Closed-Loop Software shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

<u>907-632.02.6.2.8.2--Traffic Signal System Workstation Software</u>. The Traffic Signal System Workstation shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

The Traffic Signal System Workstation Software shall also be capable of operating as a network-connected user workstation to existing centralized signal systems and their associated databases.

When disconnected from the centralized signal system, the software shall be capable of running as a standalone system similar to the Closed-Loop Software. Under this mode, the software shall provide management, report and status functions for Master and local controllers. Under Standalone Mode of operation the software shall allow for its own database(s) for data management without the need for connecting to a centralized signal system database.

<u>907-632.02.6.2.9--Services.</u> Technical services shall be provided, as required, to assist in installation and initial setup of the Closed-Loop Master System and its sub-components. Technical assistance with database migration and/or setup, as well as the development of graphics (such as master maps and local intersection depictions) and the assignment of associated attributes such as detectors, phasing, signals, etc., shall be provided as required. Additionally, training shall be provided on a basic or advanced target user level, as required.

907-632.02.6.3--Malfunction Management Unit (MMU2). The Malfunction Management Unit (MMU2) shall be a shelf-mountable, sixteen (16) channel, solid-state, IP addressable MMU. The MMU2 shall accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a traffic signal controller assembly, including support for four (4) section Flashing Yellow Arrow (FYA) left turn displays. The MMU2 shall be capable of running a minimum of twelve (12) different modes of FYA operation.

The MMU2 shall meet or exceed Section 4 requirements of the NEMA Standards Publication No. TS 2-2003 including NEMA TS 2 Amendment #4-2012 and provide downward compatibility to NEMA Standards Publication No. TS 1-1989: Type 12 Operation, in addition to those specifications set forth in this document.

The MMU2 shall include a graphics based Liquid Crystal Display (LCD) to view the current monitor status and navigate the unit's menus. An RJ-45 Ethernet Port shall be provided for communications.

A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU2 is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU2 is in the Previous Fail (PF) event log display and the HELP button is pressed.

A built-in Setup Mode shall be provided that automatically configures the Dual Indication Enable, Field Check Enable, Red Fail Enable and Minimum Yellow Plus Red Clearance Enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, FYA, etc.) responses.

The MMU2 shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the Field Check function for up to four (4) Pedestrian Walk inputs.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of nineteen (19) strand AWG 22 wire.

907-632.02.6.4--NEMA defined Card Rack and Power Supply. A minimum of one (1) NEMA compliant detector card rack with five (5) slot positions (first slot for power supply and four (4) available slots) shall be provided in each cabinet. The detector rack shall be installed on the bottom shelf of the cabinet. The power supply for the NEMA defined card slots shall be provided as a 175W minimum with four (4) independent regulated channels of 24 VDC each rated at 0.75 amps over the full NEMA operating temperature range of -30°F to +165°F. The output should be regulated to 24 VDC +/- 15%. Each of the four (4) outputs shall be independently fused, each with a separate LED for displaying output and fuse status for each of the four (4) outputs. Each of the four (4) outputs shall be protected against voltage transients by a minimum 1500 watt suppressor. All card racks shall be wired for the type detection shown in the plan sheets.

Card Guides shall be provided on the top and bottom of the card rack for each connector position.

907-632.02.6.5--In-Cabinet Network.

<u>907-632.02.6.5.1--Communications Arrestor</u>. The Controller Cabinet network shall consist of an SDLC connection between the Controller Unit and MMU2. Surge suppression for this network shall meet the requirements set forth in Subsection 722.12 and the following minimum requirements below:

Operating Voltage: 5 VDC
Clamping Voltage: 8 VDC
Operating Current: 1.5 A

• Peak Surge Current: 47 A (10x1000 µs)

Frequency Range: 0 to 20 MHz
Insertion Loss: < 0.1 dB at 20 MHz

SPD Technology: SADConnection Type: DB-15

• Operating Temperature: -40°F to +185°F

907-632.02.6.6--System Communications.

907-632.02.6.6.1--Traffic Signal Ethernet Switch. When specified in the plans or contract

documents, a traffic signal Ethernet switch shall be installed in the cabinet assembly. It shall meet the requirements for the type specified in Section 907-663. Ethernet patch cables of sufficient length shall be provided for all supplied Ethernet ready cabinet components. The switch and all components shall be connected and configured.

<u>907-632.02.6.6.2--Fiber Optic Patch Panel.</u> When specified in the plans or contract documents, fiber optic attenuator patch cords shall be installed in the cabinet assembly as specified in Section 907-661.

<u>907-632.02.6.6.3--Wireless Communications.</u> When specified in the plans or contract documents, wireless communication components shall be installed in the cabinet assembly and shall be as specified in Section 907-662.

<u>907-632.02.6.6.4--Serial Port Server or Terminal Server.</u> When specified in the plans or contract documents, serial port servers shall be installed in the cabinet assembly and shall be as specified in Subsection 907-663.02.2.

907-632.02.6.6.5--GPS Clock. This work includes furnishing a Global Positioning System (GPS) Synchronization clock that can be used to sync the internal clocks in traffic signal controllers when coordination is desired, but communication is not necessary. The GPS Clock System shall provide GPS based time and date synchronization to provide coordination of traffic controllers to a common time base. The system shall process GPS Time data using a tamper/vandal resistant GPS antenna and correct for Time Zone, Daylight Savings Time, Leap Years, and GPS Leap Seconds. The processed time information shall be sent to the traffic controller in the native format for the respective controller. A contact closure synchronization pulse with variable pulse width shall be available for a once per day update. If the GPS antenna is blocked for up to one (1) hour prior to scheduled time of synchronization, the system shall synchronize the traffic controllers with less than 0.4 seconds variance from the accuracy provided under normal operation with GPS satellites in view.

- The GPS Clock shall also meet the following minimum specifications:
- Input Voltage: 9-24 VDC
- Current Draw: 150 mA (max) at 12 VDC: 125 mA (max) at 24 VDC
- Contact Closure: 750 mA at 30 VDC
- Temperature Rating: -29.4°F to +167°F

GPS unit shall be mounted to the traffic signal controller cabinet as per the manufacturer's recommendation. Any and all holes created in the cabinet for the purpose of mounting the GPS unit shall be sealed to the satisfaction of the Engineer at no direct pay.

<u>907-632.02.6.6.6--Power-Over-Ethernet Arrestor.</u> Surge suppression that meets the requirements set forth in Subsection 722.12 shall be provided. In addition, the following minimum specifications shall be supplied for loads that require Power-Over-Ethernet with isolated shielded or non-shielded cable:

- Operating Voltage: 48 VDCClamping Voltage: 68 VDC
- Operating Current: 0.75 A per Pin Continuous
- Peak Surge Current: 10 kAInsertion Loss: < 0.1 dB
- SPD Technology: GDT, SAD, with series PTC
- Modes of Protection: All Lines (1-8) Protected (L-L) and (L-G): Signal High-Low; High-Ground; Low-Ground
- Transmission Speeds: 10BaseT; 100BaseT; 1000BaseT
- Connection Type: RJ-45
- Operating Temperature: -40°F to +185°F

<u>907-632.02.7--Detector Panel</u>. A vehicle detector harness shall be provided to connect the detector panel to the card rack. The detector panel shall accept the connection of sixteen (16) field loop inputs and four (4) pedestrian detector inputs.

<u>907-632.02.7.1--Detector Input Arrestors</u>. Field Loop and Pedestrian input arrestors shall meet the requirements set forth in Subsection 722.12. Field loop arrestors shall have differential and common mode protection and be provided with the following minimum specifications:

- Operating Voltage: 75 VDC
 Clamping Voltage: 130 VDC
 Peak Surge Current: 250 A
- SPD Technology: Silicon Break-Over
 Operating Temperature: -40°F to +185°F

Pedestrian input arrestors shall be a four (4) circuit device provided with the following minimum specifications:

- Operating Voltage: 30 VDC
 Clamping Voltage: 36 VDC
 Operating Current: 0.15 A
- Peak Surge Current: 10 kA (8 x 20 μs)
- Frequency Range: 0 to 20 MHz
 Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: GDT, SAD, with Series PTC
- Connection Type: Terminal Block with compression lugs; Terminals accept up to
- 10 AWG
- Operating Temperature: -40°F to +185°F

907-632.02.8--System Detectors. The controller shall have the ability to receive input data from up to eight (8) special system detectors in addition to the normal actuated controller unit phase detectors. The user shall have the option to assign any of the phase detectors as "system detectors".

<u>907-632.02.9--Preemption</u>. The cabinet shall be completely wired to accept and service calls from preemption phase selector modules, associated optical detector units and GPS units. Optical detector units and GPS unit cabinet components shall be as specified in Section 639. Provision for two (2) standard card modules shall be accommodated in a separate card rack for preemption. The preemption card rack shall provide a minimum of eight (8) channels.

Provisions shall also be made in the cabinet to accommodate Railroad Preemption when specified in the plans or contract documents. Railroad Preemption shall meet the requirements set forth in Section 639. While it is not necessary that a Railroad Preemption interface board be provided with the cabinet, the cabinet and back panel shall be designed so that a Railroad Preemption interface panel that uses a relay to isolate the track switch from the controller cabinet circuitry can be installed. Preempt 1 and 2, in the case of gate down preemption, shall be reserved for Railroad Preemptions; all subsequent preemptions shall be reserved for Emergency Vehicle, Fire Station, or Police Preemption.

<u>907-632.02.10--Uninterruptable Power Supply.</u> When specified in the plans or contract documents an Uninterruptable Power Supply (UPS) System shall be installed in the cabinet assembly. The UPS shall be installed in the cabinet and meet the requirements set forth in Section 633.

<u>907-632.02.11--Power Service Pedestal.</u> A Power Service Pedestal shall be provided as described in Section 631.03.2.

907-632.03--Construction Requirements.

<u>907-632.03.1--Mounting.</u> Traffic Signal Cabinet Assemblies shall be wall or pole mounted, base mounted on a concrete cabinet pad, or base mounted using a composite enclosure as specified below and as shown in the plans.

Power Service Pedestal shall be base mounted on a concrete cabinet pad or on a composite enclosure as specified below and as shown in the plans.

<u>907-632.03.1.1--Wall or Pole Mounted.</u> Wall or pole mount hardware shall be provided for mounting cabinets in specific installations as indicated in the design plans. Wall or pole mounted cabinets shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet to the wall or pole support. Rigid attachment devices must allow for field alignment of cabinet to the wall or pole support.

<u>907-632.03.1.2--Concrete Cabinet Pad.</u> Concrete foundations shall be constructed of Class B concrete in specific installations as indicated in the design plans.

Cabinets for installation on a concrete base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the support base. Concrete base construction details shall be provided in the design plan drawings.

<u>907-632.03.1.3--Composite Enclosure</u>. Cabinets for installation on a composite enclosure base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its' flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the composite enclosure. Composite enclosure attachment details shall be provided as shown in the plans.

<u>907-632.03.2--Documentation</u>. Documentation packages shall be delivered for each unit at the same time as the equipment to which it pertains.

A minimum of two (2) sets of complete schematic drawings and equipment documentation shall be supplied with each cabinet. The first copy shall be placed in a clear re-sealable print pouch of sufficient size to accommodate one (1) complete set of folded cabinet prints and placed in the pull-out drawer of the cabinet and the second copy shall be provided to the Department. Comprehensive controller data shall be included as part of the cabinet documentation package and shall be placed in the cabinet drawer pouch. Digital copies of all cabinet documentation shall be provided to the Department before final acceptance.

The documentation packages shall contain a schematic wiring diagram of the controller cabinet assembly and all auxiliary equipment. The schematic wiring diagram, including a symbols legend, shall show in detail all integrated circuits, transistors, resistors, capacitors, inductors as well as switches and indicators. All parts shown shall be easily identified on both in the cabinet and on the schematic diagram. Model numbers shall be used on schematic diagram when available.

A complete physical description of the signal cabinet assembly shall be provided to include at least the physical dimensions of the unit, weight, temperature ratings, voltage requirements, power requirements, material of construction, and complete performance specifications.

A complete set of operation guides, user manuals, and performance specifications shall be provided.

Detailed programming instructions, preventative maintenance requirements, and troubleshooting procedures shall also be provided for the controllers. These documents shall fully cover all programming procedures and programmable options capable of being made to the controllers and associated traffic control equipment. Instructions for modifications within the range of the capabilities of the unit such as changes in phases or sequences and programming matrix boards shall be included.

An intersection diagram shall be provided on the cabinet door showing geometric configuration, lane use assignments, controller cabinet and signal pole locations, vehicle and pedestrian signal head locations, vehicle and pedestrian detector zone locations, ring-barrier phasing diagram, and detector channel assignments. The intersection diagram shall be labeled with, at a minimum, a North Arrow, main street name(s), side street name(s), signal pole numbers, vehicle and pedestrian head type(s), detector zone designations, volume density and phase recall requirements, flash sequence. All field wires within the cabinet shall be labeled to coincide with those shown on the intersection diagram.

<u>907-632.04--Method of Measurement</u>. Traffic Signal Cabinet Assembly will be measured as a unit per each.

Remove and Replace Existing Traffic Signal Cabinet Assembly will be measured as unit per each.

Modify Existing Traffic Signal Cabinet will be measured as a unit per each.

Solid State Traffic Actuated Controller, of the type specified in the project plans, will be measured as a unit per each.

Signal Software License, of the type specified in the project plans, will be measured as a unit per each.

Malfunction Management Unit, of the type specified in the project plans, will be measured as a unit per each.

Card Rack, of the type specified in the project plans, will be measured as a unit per each.

GPS Clock, as specified in the project plans, will be measured as a unit per each.

Power Service Pedestal, as specified in the project plans, will be measured as a unit per each.

All pay items shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. All removal, turn on, and acceptance of equipment, devices, traffic signals, and traffic signal assemblies shall follow Section 631 - Traffic Signal Systems-General prior to payment.

<u>907-632.05--Basis of Payment</u>. Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Remove and Replace Existing Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work.

Modify Existing Traffic Signal Cabinet, measured as prescribed above, will be paid for at the

contract unit price per each, which price shall be full compensation for furnishing, installing, configuring, and mounting all components, wiring, and devices; rewiring, reconfiguring, removal, disposal, transfer, storage, and/or resetting of existing components and devices, installing or changing coordination and time base control programs in the traffic signal cabinet assemblies, testing, final cleanup, all equipment, labor, tools, and incidentals necessary to complete the work.

Solid State Traffic Actuated Controller, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of the controller mechanism(s) and housing(s), all power cables, power supplies, wiring, factory and manufacturing inspection, attachment hardware, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional traffic controller ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the traffic controller.

Signal Software Licenses, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Signal Software, all power cables, power supplies, wiring, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, appurtenances, and all incidentals necessary to provide fully functional Signal Software ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Signal Software.

Malfunction Management Unit, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Malfunction Management Unit (MMU2), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Malfunction Management Unit (MMU2) ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Malfunction Management Unit (MMU2).

Card Rack, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Card Rack, all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Card Rack ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Card Rack.

GPS Clock, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Global

Positioning System (GPS) Clock(s), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all incidentals necessary to provide a fully functional GPS Clock ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the GPS Clock.

Power Service Pedestal, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, circuit breakers, connectors wiring, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

907-632-A:	Solid State Traffic Signal Cabinet Assembly, Type Cabinet, Type Controller	- per each
907-632-B:	Remove and Replace Existing Traffic Signal Cabinet Assembly, Type Cabinet, Type Controller	- per each
907-632-C:	Modify Existing Traffic Signal Cabinet Assembly	- per each
907-632-D:	Solid State Traffic Actuated Controller, Type	- per each
907-632-E:	Single-user Workstation Signal Software License	- per each
907-632-F:	Single-user Server Signal Software License	- per each
907-632-G:	Malfunction Management Unit	- per each
907-632-Н:	Card Rack, Position	- per each
907-632-I:	GPS Clock	- per each
907-632-J:	Power Service Pedestal	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (IS)

SPECIAL PROVISION NO. 907-641-3

DATE: 12/15/2021

SUBJECT: Radar Vehicle Detection

Section 641, Radar Detection Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the title of Section 641 on page 584 and substitute the following.

SECTION 907-641 - RADAR VEHICLE DETECTION

Delete Subsection 641.01 on page 584, and substitute the following.

<u>907-641.01--Description</u>. This work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, train and operate Radar Vehicle Detection, including Signal Radar Vehicle Detection (SRVD) and Intelligent Transportation Systems (ITS) Radar Vehicle Detection (IRVD). These systems will provide roadway monitoring capabilities via electromagnetic microwave radar signals through the air. The signals bounce off vehicles in their paths and the signal is returned to the detector. The returned signals are processed to determine traffic parameters.

<u>907-641.01.1--Signal Radar Vehicle Detection</u>. SRVD provide traffic parameters necessary to the traffic signal controller operation for vehicle detection. All Signal Radar Vehicle Detection shall be supplied from the same manufacturer per construction project.

Type 1 SRVD shall be used for basic vehicle detection at signalized intersections as described below in this specification. Type 2 SRVD shall have all of the functionality of the Type 1 SRVD with additional features described below in this specification.

Type 2 SRVD shall utilize a matrix of radar signals for two-dimensional coverage and shall track vehicles through each type of detection's specified Area of Coverage. The Type 2 SRVD shall report real-time detection of both moving and stopped vehicles.

<u>907-641.01.2--ITS Radar Vehicle Detection</u>. IRVD shall provide data, including, but not limited to speeds, volume, lane occupancy and classification.

907-641.02--Materials.

<u>907-641.02.1--Radar Design.</u> Delete the first sentence of the first paragraph of Subsection 641.02.1 on page 584, and substitute the following.

The IRVD and the SRVD stop bar microwave shall operate in the 24.0 to 24.25 GHz frequency band.

<u>907-641.02.1.1--Cabinet Interface Unit (CIU) Design.</u> Delete the last paragraph of Subsection 641.02.1.1 on page 585, and substitute the following.

The CIU shall operate in the harsh conditions of a signal cabinet, and comply with the applicable standards stated in the NEMA TS 2-2003 standard for shock, vibration, and temperature.

Delete Subsection 641.02.2 and 641.02.3 on pages 585 and 586, and substitute the following.

<u>907-641.02.2--Area of Coverage--SRVD.</u>

<u>907-641.02.2.1--Stop Bar Radar Vehicle Detection</u>. Type 1 SRVD stop bar radar sensor shall track vehicles through a field of view that extends out a minimum of 100 feet

The Type 1 SRVD stop bar radar sensor shall be able to detect and report presence in lanes located within a minimum 100-foot from the face of the detector. Any variance of the detectable area shall be approved by the Engineer.

The Type 1 SRVD stop bar radar sensor shall be able to detect up to four (4) lanes with eight (8) or sixteen (16) individual zones as indicated in the plans.

Type 2 SRVD stop bar radar sensor shall have all the functionality of the Type 1 SRVD stop bar sensor with the addition of the following:

- Type 2 SRVD stop bar radar sensor shall detect true presence of vehicles whether in motion or still without using Locking or Latching Algorithms.
- Type 2 SRVD stop bar radar sensor shall report presence in lanes with a minimum 90 degree arc from the face of the detector.
- Type 2 SRVD stop bar radar sensor shall be able to detect a minimum of ten (10) lanes.

<u>907-641.02.2.2--Advanced Radar Vehicle Detection</u>. The Type 1 SRVD advanced radar sensor shall be able to detect and report vehicle information such as range and speed when mounted within 50 feet of the center of the lanes of interest. Variance of this distance shall be approved by the Engineer per the application.

The Type 1 SRVD advanced radar sensor shall be forward fired and be able to detect and report vehicle information when mounted at heights above the road surface, as per manufacturer's recommendations.

The Type 1 SRVD advanced radar sensor shall be able to detect and report vehicles on the roadway up to 600 feet from the detector.

The Type 2 SRVD advanced radar sensor shall have all the functionality of the Type 1 SRVD advanced radar sensor with the following additions:

- Type 2 SRVD advanced radar sensor shall be able to detect and report heavy vehicles on the roadway up to 900 feet from the detector.
- Type 2 SRVD advanced radar sensor shall be able to detect Estimated Time of Arrival (ETA) for vehicles. The advanced radar sensors shall support user configurable upper and lower ETA filters for each zone. The sensors shall support the configuring of ETA filters in increments of 0.1 seconds.

<u>907-641.02.3--Area of Coverage-IRVD</u>. The IRVD's field of view shall cover an area with a minimum detection range of six (6) feet from the IRVD and a maximum detection range of 250 feet from the IRVD.

Delete the title of Subsection 641.02.4 on page 586, and substitute the following.

<u>907-641.02.4--Detection Zones--SRVD.</u>

Delete the title of Subsection 641.02.4.1 on page 586, and substitute the following.

907-641.02.4.1--Stop Bar Radar Vehicle Detection.

After the last sentence of the second paragraph of Subsection 641.02.4.1 on page 586, add the following.

A minimum of one (1) separate detection zone per lane is required.

Delete the title of Subsection 641.02.4.2 on page 586, and substitute the following.

907-641.02.4.2--Advanced Radar Vehicle Detection.

Delete the third paragraph of Subsection 641.02.4.2 on page 586, add the following.

The advanced radar sensors shall provide vehicle call and extend data on up to eight (8) channels that can connect to contact closure modules compliant with NEMA TS 1, NEMA TS 2, and 170/2070 controller cabinets.

Delete the title of Subsection 641.02.5 on page 586, and substitute the following.

907-641.02.5--Detection Zones--IRVD.

Delete the title of Subsection 641.02.6 on page 586, and substitute the following.

907-641.02.6--Capabilities--SRVD.

Delete the title of Subsection 641.02.6.1 on page 587, and substitute the following.

907-641.02.6.1--Stop Bar Radar Vehicle Detection.

Delete the title of Subsection 641.02.6.2 on page 587, and substitute the following.

907-641.02.6.2--Advanced Radar Vehicle Detection.

After item 2) of Subsection 641.02.6.2 on page 587, add the following.

3) Maintain a detection accuracy of 95% for each detection zone set-up on the graphical user interface.

Delete the title of Subsection 641.02.7 on page 587, and substitute the following.

907-641.02.7--Capabilities--IRVD.

Delete the first sentence of the first paragraph of Subsection 641.02.7 on page 587, and substitute the following.

The IRVD shall detect true presence of vehicles whether in motion or still without using Locking or Latching Algorithms.

Delete item 5) in Subsection 641.02.7 on page 587, and substitute the following.

5) IRVD in forward-looking configuration shall monitor traffic in one lane and be capable providing the following data: Volume, occupancy, average speed and travel direction in the lane.

<u>907-641.02.8--Environmental Conditions and Protection.</u> Delete the last sentence of the first paragraph of Subsection 641.02.8 on page 588, and substitute the following.

Except as stated otherwise herein, the equipment shall meet all its specified requirements during and after subjecting to any combination of the NEMA TS 2-2003 standard and the following:

<u>907-641.02.10--Electrical.</u> Delete the first paragraph of Subsection 641.02.10 on page 588, and substitute the following.

The radar sensors shall consume less than 10 W and shall operate with a DC input between 12 VDC and 28 VDC for IRVD and 9 VDC and 32 VDC for SRVD, or POE. POE injectors shall be approved by the Engineer.

Delete the title of Subsection 641.02.11 on page 589, and substitute the following.

907-641.02.11--Radar Design.

<u>907-641.02.12--Communication Ports.</u> Delete the second sentence of the first paragraph of Subsection 641.02.12 on page 589, and substitute the following.

The IRVD shall be upgradable (optional) to include integral 10/100 Base-T Ethernet supporting TCP, UDP, IP, ARP, ICMP.

Delete the second sentence of the second paragraph of Subsection 641.02.12 on page 589, and substitute the following.

For SRVD, any external device needed to convert serial to IP Ethernet within the cabinet for remote communications shall be provided with the radar sensor unit at no additional cost.

Delete Subsection 641.02.13 on page 589, and substitute the following.

<u>907-641.02.13--Radar Detection Cabling</u>. All Radar Detection cable shall be paid per the unit cost of the pay item for Radar Detection Cable, as shown on the plans or details. The manufacturer is responsible for obtaining plan sets and ensuring cable lengths are properly measured and accounted for in the bid price for each sensor unit and as shown on the plans.

The cable shall have a single continuous run with no splices, unless inside a manufacturer supplied junction box. The cable shall be terminated only on the two (2) farthest ends of the cable. The cable shall meet the requirements of the manufacturer.

Delete the title of Subsection 641.02.15 on page 590, and substitute the following.

907-641.02.15--Configuration--SRVD.

Delete the title of Subsection 641.02.15.1 on page 590, and substitute the following.

907-641.02.15.1--Stop Bar Radar Vehicle Detection.

Delete the title of Subsection 641.02.15.2 on page 590, and substitute the following.

907-641.02.15.2--Advanced Radar Vehicle Detection.

<u>907-641.03--Construction Requirements</u>. Delete the first sentence of the first paragraph of Subsection 641.03 on page 590, and substitute the following.

Radar Detection System shall be constructed to withstand and operate in sustained winds of up to 90 mph and a 30% gust factor.

Delete the title of Subsection 641.03.1 on page 590, and substitute the following.

907-641.03.1--SRVD Installation Requirements.

Delete the first sentence of the third paragraph of Subsection 641.03.1 on page 590, and substitute the following.

Unused conductors in the cable shall be ground or terminated in the cabinet in accordance with the manufacturer's recommendations.

Delete the last sentence of the third paragraph of Subsection 641.03.1 on page 590, and substitute the following.

If required by the plans and installation methods, impedance termination and testing of multi drop runs shall be required per RS485 multi-drop standards.

Delete the title of Subsection 641.03.2 on page 591, and substitute the following.

907-641.03.2--IRVD Installation Requirements.

Delete Items 1) and 2) of Subsection 641.03.2 on page 591, and substitute the following.

- 1) The IRVD shall be mounted in side-fired or forward-looking configuration on poles as shown in the plans, using mounting brackets. The brackets shall be attached with approved 3/4-inch wide stainless steel bands.
- 2) The Contractor shall install the detector unit on a pole at the manufacturer's recommended height above the road surface so that the masking of vehicles is minimized and that all detection zones are contained within the specified elevation angle as suggested by the manufacturer.

Delete Items 4) and 5) of Subsection 641.03.2 on page 591, and substitute the following.

- 4) The IRVD mode of operation, detection zones and other calibration and set up will be performed using a MS WindowsTM based software and a Notebook PC. The software shall allow verification of correct setup and diagnostics. It shall include facilities for saving verification data and collected data as well as saving and retrieving sensor setup from disk file
- 5) Unused conductors in the ITS Radar Vehicle Detector Cable shall be grounded or terminated in the cabinet in accordance with the manufacturer's recommendations. Terminated conductors shall be individually doubled back and taped, then loosely bundled and secured.

Delete Item 7) of Subsection 641.03.2 on page 591, and substitute the following.

7) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new IRVD installed by the Contractor shall be the responsibility of the Contractor.

Delete Subsection 641.03.3 on pages 591 and 592, and substitute the following.

907-641.03.3--Testing.

<u>907-641.03.3.1--SRVD Testing.</u> At the request of the Project Engineer or his/her Representative, all equipment associated with the Signal Radar Vehicle Detection System shall undergo testing to

verify conformance to requirements of the plans and these special provisions. All costs associated with testing shall be included in the overall contract price; no separate payment will be made for any testing.

At the request of the Project Engineer or his/her Representative, a SAT shall be required and shall include videos of the approach with detection zones overlaid showing detector activations.

- 1) One (1) hour videos shall be made of each approach and compared to actual detection calls.
- 2) 30-minute videos shall be made starting 15 minutes prior to sunrise and sunset for each approach and compared to actual detection calls.
- 3) All videos shall be date and time stamped.
- 4) Provide all videos to the Engineer with a summary of the results included total calls, missed calls and false calls.
- 5) All test results must meet a 95% accuracy requirement.

At the request of the Project Engineer or his/her Representative, the Contractor must demonstrate the accuracy requirements specified in Subsections 907-641.02.6.1 and 907-641.02.6.2 at selected intersections during the thirty (30) day burn in period. The intersections to be tested will be randomly selected by the Project Engineer.

<u>907-643.03.3.2—IRVD Testing.</u> All equipment associated with the IRVD site shall undergo testing to verify conformance to requirements of the plans and these special provisions. The Contractor shall conduct a Project Testing Program as required in the Notice to Bidders entitled "ITS General Requirements." All costs associated with the Project Testing Program shall be included in the overall contract price; no separate payment will be made for any testing.

Delete Subsection 641.03.4 on page 592, and substitute the following.

<u>907-641.03.4--Submittals.</u> The submittal requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met for IRVD sites. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

Delete Subsection 641.03.5 on pages 592 and 593, and substitute the following.

<u>907-641.03.5--Quality Assurance.</u> The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met for IRVD sites. All costs associated with the quality assurance requirements shall be included in the overall contract price.

Delete Subsection 641.03.6 on page 593, and substitute the following.

<u>907-641.03.6--Warranty</u>. At a minimum, the warranty requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met for IRVD equipment.

The Signal Radar Vehicle Detection equipment shall be warranted to be free of manufacturer defects in materials and workmanship for a period of one (1) year from the date of Final Acceptance. Equipment covered by the manufacturer's warranties shall have the registration of that component placed in the Department's name prior to Final Inspection. The Contractor shall be responsible for ensuring that the vendors and/or manufacturers supplying the components and providing the equipment warranties recognize the Department as the original purchaser and owner/end user of the component from new. During the warranty period, the supplier shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier.

During the warranty period, technical support shall be available from the supplier via telephone within four hours of the time a call is made by the Department, and this support shall be available from factory certified personnel. During the warranty period, updates and corrections to control unit software shall be made available to the Department by the supplier at no additional cost.

Delete Subsection 641.03.7 on page 593, and substitute the following.

<u>907-641.03.7--Training</u>. The minimum training requirements shall be as defined in the Notice to Bidders entitled "ITS General Requirements" for IRVD equipment.

For Signal Radar Vehicle Detection equipment training, the supplier of the radar detection sensors shall, at a minimum, provide an 8-hour operations and maintenance training class with suitable documentation for up to eight (8) persons selected by the Department, if shown and quantified in the plans. The training shall be at the discretion and approved by the Engineer. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. The operations and maintenance class shall be scheduled at a mutually acceptable time and location.

<u>907-641.03.8--Maintenance and Technical Support</u>. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the radar detection sensor(s). The manufacturer of the radar detection system must provide, and have a parts support system capable of providing parts for a period of five (5) years from the date of system acceptance. Spare parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale of said spare parts.

The suppliers shall maintain an ongoing program of technical support for the Radar Detection System. This technical support shall be available via telephone or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale of said technical support services.

<u>907-641.04--Method of Measurement</u>. Delete the paragraphs of Subsection 641.04 on page 593, and substitute the following.

The Radar Vehicle Detection Sensors, of the type specified, will be measured as a unit per each.

Radar Vehicle Detection Cable will be measured by the linear foot, measured horizontally along the conduit, messenger cable or mast arm and vertically along the pole.

Radar Vehicle Detection Training will be measured per lump sum.

<u>907-641.05--Basis of Payment.</u> Delete the paragraphs of Subsection 641.05 on pages 593 & 594, and substitute the following.

Signal Stop Bar and Signal Advanced Radar Vehicle Detection Sensor, of the type specified, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, warranties, construction installation, connecting, testing, for all equipment, tools, labor, quality assurance, and all incidentals required to complete the work. Work shall include furnishing, installing, system integration, and testing of complete radar sensor system that includes the unit, cabling between the unit and the cabinet, surge protection devices, communication converters (if required), all conduit, risers and weatherhead between the radar sensors and the cabinet, interconnection wiring, power supply, connections to support structures (includes all incidental components, attachment hardware, mounting brackets, mounting arms, bolts, or any other items to mount the radar sensor as intended), and satisfactory completion of testing and training requirements and all work, equipment and appurtenances as required to effect the full operation including remote and local control of the radar site complete in place and ready to use. The price bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other material necessary to document the operation of the radar sensor. Cabinet Interface Units shall be provided, and installed as specified in the plans, which shall be inclusive of any testing, connections, terminations, and testing required for interfacing the radar sensors and signal controller within the signal cabinet environment.

ITS Radar Vehicle Detection Sensor, of the type specified, measured as prescribed above, will be paid for at the contract unit price bid per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, warranties, construction installation, connecting, testing, for all equipment, tools, labor and incidentals required to complete the work and quality assurance. Work shall include furnishing, installing, system integration, and testing of complete radar sensor system that includes the unit, surge protection devices, communication converters (if required), all conduit, risers and weatherhead between the radar sensors and the cabinet, interconnection wiring, power supply, connections to support structures (includes all incidental components, attachment hardware, mounting brackets, mounting arms, bolts, or any other items to mount the radar sensor as intended), and satisfactory completion of testing requirements and all work, equipment and appurtenances as required to effect the full operation including remote and local control of the radar site complete in place and ready to use. The price

bid shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams and other material necessary to document the operation of the radar sensor. Cabinet Interface Units shall be provided, and installed as specified in the plans, which shall be inclusive of any testing, connections, terminations, and testing required for interfacing the radar sensors and signal controller within the signal cabinet environment.

Radar Vehicle Detection Cable will be paid at the contract unit price per linear foot, which price shall be full compensation for all labor, materials, equipment tools, furnishing, installing, system integration, connections, testing, and all incidentals necessary to complete the work.

Radar Vehicle Detection Training, measured as prescribed above, will be paid for as a lump sum unit price which price shall be full compensation for all training costs including coordination, materials, labor, training location costs, and all incidentals required to complete the training as described above.

Delete the pay items listed on page 594, and substitute the following.

907-641-A:	Signal Stop Bar Radar Vehicle Detection Sensor, Type	- per each
907-641-B:	Signal Advanced Radar Vehicle Detection Sensor, Type	- per each
907-641-C:	ITS Radar Vehicle Detection Sensor	- per each
907-641-D:	Radar Vehicle Detection Cable	- linear foot
907-641-E:	Radar Vehicle Detection Training	- lump sum

CODE: (IS)

SPECIAL PROVISION NO. 907-700-1

DATE: 10/25/2022

SUBJECT: Materials and Tests

Section 700, Materials and Tests, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 700.01 on page 713, add the following.

907-700.01.1--Buy America Materials Sourcing Requirements for Construction Materials.

As related to the requirements in Subsection 907-106.14, Construction Materials shall include an article or material that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction Materials which are exempt from the requirements in Subsection 907-106.14 include the following: cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For Construction Materials, both the final manufacturing process and the manufacturing stage immediately preceding the final manufacturing process shall occur domestically.

<u>907-700.01.2--Compliance Requirements</u>. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with certificates of compliance documenting conformance to the requirements of Subsection 907-106.14.

The certificates shall be on the Supplier's/Manufacturer's letterhead, containing the following:

- Project number
- Name of manufacturer and address of manufacture location
- Material description
- Batch number / Heat number / Lot number
- Bill of lading number
- Date received
- "I certify each material listed on this certificate to be permanently incorporated in this project has been manufactured domestically."
- Signature of an authorized representative of the Supplier/Manufacturer

SPECIAL PROVISION NO. 907-701-3

CODE: (IS)

DATE: 05/04/2021

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 second paragraph of Subsection 701.01 on page 718, change "mills" to "plants."

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change "shall" to "will."

<u>907-701.02--Portland Cement.</u>

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.

When used in portland cement concrete, the total alkali contribution from all cement types in this Subsection shall not exceed 4.0 lb. per cubic yard of concrete calculated as follows:

lb alkali per cu Yd =
$$\frac{\text{(lb cement per cu Yd)x(\%Na}_2\text{O equivalent in cement)}}{100}$$

In the above calculation, the maximum cement alkali content reported on the cement mill certificate shall be used. An example calculation can be found in the Department's *Concrete Field Manual*.

<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.

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

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.

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.

The blended cement manufacturer shall include the percent equivalent alkalis as Na₂O on their cement mill reports.

When calculating the total alkali contribution with blended cements, use the equivalent alkali content of the base portland cement. An example calculation for cases where blended cements are used can be found in the Department's *Concrete Field Manual*.

<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.

<u>907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater</u>. 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

	Ll	D-7	CH	PF-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.

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

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--Coarse 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 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note ² – 100 percent shall pass the 1-inch sieve for Size 67 used in Class FX concrete.

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.

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/27/2021

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.

907-707.02--Joint Filler.

907-707.02.2--Preformed Sponge, Rubber, Cork and Closed-Cell Polypropylene Foam Joint Fillers for concrete Paving and Structural Constructions.Delete the two paragraphs of Subsection 707.02.2 on page 755, and substitute the following.

Preformed joint filler shall conform to AASHTO M 153 for sponge, rubber, and cork and tested according to ASTM D545. The type required will be indicated on the plans.

Closed-cell polypropylene foam shall conform to the requirements in ASTM D8139 and tested in accordance with ASTM D545.

<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.

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

<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: (SP)

SPECIAL PROVISION NO. 907-712-1

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

Section 712, Fence and Guardrail, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-712.01--General</u>. After the sentence in Subsection 712.01 on page 785, add the following.

All materials' inspection, testing, and certification will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Delete Subsections 712.02 and 712.03 on page 785, and substitute the following.

<u>907-712.02--Barbed Wire.</u> Barbed wire shall conform to the requirements of AASHTO M 280. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

<u>907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric</u>. Woven wire fencing (i.e., "hog wire") shall conform to the requirements of AASHTO M 279. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

<u>907-712.04--Chain Link Fence.</u> Delete Subsections 712.04.1 thru 712.04.7 on pages 785 & 786, and substitute the following.

<u>907-712.04.1--Fabric.</u> In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished. In all other areas of the State, either Type I Class C, Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished.

<u>907-712.04.2--Tie Wire</u>. Tie wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. Either Type I, Type II, Type III, or Type IV tie wire shall be furnished.

<u>907-712.04.3--Tension Wire.</u> Tension wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class 3, Type II, Type III, or Type IV tension shall be furnished. In all other areas of the State, either Type II, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

<u>907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves.</u> Posts, rails, gate frames, and expansion sleeves shall conform to the requirements for posts in Subsection 712.05.2, unless otherwise designated in the contract.

<u>907-712.04.5--Miscellaneous Fittings and Hardware.</u> Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

<u>907-712.05.1.1--General.</u> Delete the third, fourth, fifth, and sixth paragraphs of Subsection 712.05.1.1 on page 787, and substitute the following.

All wood posts and braces shall be treated in accordance with Subsections 718.03 and 718.04.

<u>907-712.05.1.2--Round Posts.</u> Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

<u>907-712.05.1.3--Sawed Posts.</u> Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

<u>907-712.05.1.4--Sawed Braces.</u> Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

<u>907-712.05.2.1--Round Steel Pipe.</u> Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

<u>907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought</u>. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

<u>907-712.05.2.5--Aluminum-Alloy Posts and Assemblies.</u> Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

<u>907-712.05.2.6--Formed Steel Section Posts.</u> Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

<u>907-712.06.2.1--Square Posts.</u> Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within $\pm 3/8$ " of the dimensions shown on the plans.

<u>907-712.06.2.2--Round Posts.</u> Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

<u>907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts.</u> Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within $\pm 3/8$ " of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

<u>907-712.16--Hardware.</u> All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

<u>907-714.01.2--Water for Use in Concrete.</u> Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

<u>907-714.01.3--Water for Use in Chemically Stabilized Based.</u> Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

907-714.01.6--Blank.

907-714.05--Fly Ash.

<u>907-714.05.1--General.</u> Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

907-714.13--Geotextiles.

<u>907-714.13.11--Tables.</u> Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

			Test Method	ASTM D 4632	ASTM D 4632	ASTM D 4632	ASTM D 6241	ASTM D 4533	ASTM D 6140	ASTM D 4491	ASTM D 4751		ASTM D 4355	ASTM D 276	ASTM D 4595
	IX	High Strength						1		ļ	ļ	l			2000
	VIII	High S						-	1		-				099
	VII	ઝ	Non- Woven	280	50% Min	240	115	100		0.2	ŀ	0.43	50% @ 500 hr	ļ	
	Λ	Separation, Stabilization & Reinforcement	Woven	450	50% max	400	180	150		0.2	0.43	ŀ	50% @ 500 hr		
	1	paration, Si Reinfor	Non- Woven	180	50% Min	160	75	70		0.2	ļ	0.43	50% @ 500 hr		
tiles	>	Se	Woven	280	50% max	240	110	100		0.2	0.43	-	50% @ 500 hr	ŀ	
Table I - Geotextiles	>	Separation & Drainage		200	50% min	180	80	80	-	0.2	9.0	0.43	50% @ 500 hr		
<u>~</u>	Ν	Paving		06	50% min @ break		1		0.2	1	1	l		325	
	Η	Drainage		110	20% min	70	40	40		0.5	9.0	0.43	50% @ 500 hr	-	1
	Π^{1}	Sediment Control		06	50% max @ 45 lb	-			1	0.05	09.0	0.84	70% @ 500 hr	!	
	$\mathbf{I}_{\mathbf{I}}$	Sedimer		20				-		0.05	09.0	0.84	70% @ 500 hr	-	
	Type Designation		Physical Property ²	Grab Strength (lb)	Elongation (%)	Seam Strength (Ib)	Puncture Strength (1b)	Trapezoidal Tear (lb)	Asphalt Retention (gal/yd²)	Permittivity (sec ⁻¹) min	AOS Woven (mm) max	AOS Non-Woven (mm) max	Tensile Strength after UV (% Retained)	Melting Point °(F)	Tensile Strength ³ (1b/in)

Notes: 1 - All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application, 3- Machine direction

Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

907-714.15--Geogrids.

<u>907-714.15.1–General</u>. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

<u>907-714.15.1.2--Geogrid for Subgrade Stabilization</u>. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

<u>907-714.15.3--Manufacturer Certification</u>. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

<u>907-714.15.4--Acceptance Sampling and Testing</u>. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

TABLE II GEOGRIDS

Physical Properties				Test Method			
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

CODE: (SP)

SPECIAL PROVISION NO. 907-718-1

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

<u>907-718.01--General.</u> All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

<u>907-718.02--Untreated Timber and Dimension Lumber</u>. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

<u>907-718.03--Treated Timber and Dimension Lumber</u>. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

<u>907-718.03.2.1--General.</u> All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

<u>907-718.03.2.3--Inspection</u>. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

<u>907-718.03.4--Storage of Treated Material</u>. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

<u>907-718.04--Preservative</u>. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

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.

CODE: (IS)

SPECIAL PROVISION NO. 907-721-4

04/19/2022

DATE:

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

<u>907-721.06.2--Performance Requirements.</u> Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft²) Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

After Subsection 721.10 on page 864, add the following.

<u>907-721.11--Digital Applied Printing</u>. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

<u>907-721.11.1--Digitally Printed Ink Systems</u>. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

<u>907-721.11.2--Protective Overlay Film.</u> Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlaminate shall comply with the retroreflective sheeting manufacturer's recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1
Retroreflective Film Minimum Durability Requirements

ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

<u>907-721.11.3--Inspection</u>. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor's expense.

<u>907-721.11.4--Traffic Sign Performance Warranty Provisions</u>. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

<u>907-721.11.5--Certified Digital Sign Fabricator</u>. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

CODE: (SP)

SPECIAL PROVISION NO. 907-899-1

DATE: 01/17/2017

SUBJECT: Railway-Highway Provisions

Section 907-899, Railway-Highway Provisions, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-899--RAILWAY-HIGHWAY PROVISIONS

<u>907-899.01--Description.</u> This special provision addresses the Contractor's involvement with railroad flagging, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits.

Prior to bidding, the Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits. The Contractor shall contact the Railroad concerning insurance coverage requirements, Railroad flagging costs, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with the Railroad requirements and any attached Exhibits.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across <u>any</u> track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

The Contractor shall complete and process any required forms addressed by the Railroad or any attached Exhibits. The Contractor shall not commence or carry on any form of work on, under, above or within the designated distance from the Railroad track prior to getting approval from the Railroad.

907-899.02--Blank.

<u>907-899.03--Construction Requirements</u>. The Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits.

<u>907-899.04--Method of Measurement.</u> Railway-highway provisions will be measured as a unit lump sum quantity. Measurement for payment will be in accordance with the following schedule:

- a) On the first estimate, twenty five percent (25%) of the amount bid for Railway Highway Provision will be paid.
- b) When twenty five percent (25%) of the original contract amount is earned from all direct pay items, fifty percent (50%) of the amount bid for Railway Highway Provision will be paid.
- c) When fifty percent (50%) of the original contract amount is earned from all direct pay items, one hundred percent (100%) of the amount bid for Railway Highway Provision will be paid.

<u>907-899.05--Basis of Payment.</u> Railway-highway provisions, measured a prescribed above, will be paid for at the contract lump sum price, which price shall be payment in full for all insurance coverage requirements, railroad flagging costs, Contractor safety orientation, Contractor background investigation, Contractor safety programs and plans, and any other requirements set forth by the Railroad and any attached Exhibits, and other incidentals necessary to complete the requirements of this work.

Payment will be made under:

907-899-A: Railway-Highway Provisions

- lump sum

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.

 $\label{eq:milk} \begin{tabular}{ll} Mill \& Overlay approximately 2.5 miles of SR 468 from US 80 to north of 2nd Street, known as Federal Aid Project No. NHPP-7326-03(001) / 109000301 in Rankin County. \\ \end{tabular}$

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0010	202 7000			Roadway I	
0010	202-B009		1,379	Square Yard	Removal of Asphalt Pavement, Failed Areas
0020	202-B158		678	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0030	202-B213		8	Each	Removal of Sign
0040	203-G001	(E)	600	Cubic Yard	Excess Excavation, FM, AH
0050	304-A004	(GY)	854	Cubic Yard	Granular Material, LVM, Class 5, Group C
0060	310-B006	(GY)	100	Cubic Yard	Size III Stabilizer Aggregate, Coarse
0070	403-A001	(BA1)	4,345	Ton	12.5-mm, HT, Asphalt Pavement
0800	403-B001	(BA1)	854	Ton	12.5-mm, HT, Asphalt Pavement, Leveling
0090	403-C007	(BA1)	2,320	Ton	12.5-mm, HT, Asphalt Pavement, Trench Widening
0100	403-D001	(BA1)	10,068	Ton	12.5-mm, HT, Asphalt Pavement, Polymer Modified
0110	406-D001		114,957	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0120	407-A001	(A2)	11,496	Gallon	Asphalt for Tack Coat
0130	503-C010		1,377	Linear Feet	Saw Cut, Full Depth
0140	606-B002		607	Linear Feet	Guard Rail, Class A, Type 1, 'W' Beam
0150	606-C003		1	Each	Guard Rail, Cable Anchor, Type 1
0160	606-E005		1	Each	Guard Rail, Terminal End Section, Flared
0170	618-A001		1	Lump Sum	Maintenance of Traffic
0180	619-A1001		10	Mile	Temporary Traffic Stripe, Continuous White
0190	619-A2001		8	Mile	Temporary Traffic Stripe, Continuous Yellow
0200	619-A3001		15	Mile	Temporary Traffic Stripe, Skip White
0210	619-A4002		1	Mile	Temporary Traffic Stripe, Skip Yellow
0220	619-A5001		37,528	Linear Feet	Temporary Traffic Stripe, Detail
0230	619-A6001		6,612	Square Feet	Temporary Traffic Stripe, Legend
0240	619-D1001		32	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0250	619-D2001		296	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0260	619-G4005		48	Linear Feet	Barricades, Type III, Single Faced
0270	620-A001		1	Lump Sum	Mobilization
0280	626-A001		5	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0290	626-C002		5	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0300	626-D001		1	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0310	626-E001		4	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0320	626-G004		14,044	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0320	626-G005		4,720	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0340			3,306	Square Feet	Thermoplastic Double Drop Legend, White
	626-H001		ŕ	•	1 0
0350	627-J001		218	Each	Two-Way Clear Reflective High Performance Raised Markers

Line no. 0360	Item Code 627-K001	Adj Code	Quantity 970	Units Each	Description[Fixed Unit Price] Red-Clear Reflective High Performance Raised Markers
0370	627-L001		244	Each	Two-Way Yellow Reflective High Performance Raised Markers
0380	630-A001		12	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0390	630-A003		50	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0400	630-C005		14	Linear Feet	Square Tube Posts, 2.0 lb/ft
0410	630-F006		22	Each	Delineators, Guard Rail, White
0420	907-632-D001		1	Each	Solid State Traffic Actuated Controller, Type 1
0430	907-641-A002		8	Each	Signal Stop Bar Radar Vehicle Detection Sensor, Type 2
0440	907-641-D001		1,300	Linear Feet	Radar Vehicle Detection Cable
0450	907-899-A001		1	Lump Sum	Railway-Highway Provisions

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)

(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 Co	orporation)
on Project No. NHPP-7326-03(001)/ 109000301000	
in Rankin	_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)

S	SAM.GOV Registration and Unique Entity ID
f	Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (http://sam.gov) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.
	Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.
	(We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract (Yes / No)
Ι	(We) have a SAM Unique Entity ID (Yes / No)
S	SAM Unique Entity ID:
(Company Name:
(Company e-mail address:

SECTION 902

CONTRACT FOR	
LOCATED IN THE COUNTY(IES) OF	

STATE OF MISSISSIPPI COUNTY OF HINDS

This Contract is entered into by and between the Mississippi Transportation Commission (the "Commission") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the Commission agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of the Mississippi Department of Transportation, or his authorized representative(s), and, when federal funds are involved, subject to the inspection and approval of the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

TT 7'	1 C	20	
Witness our signatures, this the	day of	, 20	
Contractor			
By: Title:			
Title			
0: 1 1 1: 1	1 11 6		
Signed and sealed in the presence of: (nam	ne and address of w	itness)	
MISSISSIPPI TRANSPORTATION COM	MISSION		
MISSISSIPPI TRANSPORTATION COM	MISSION		
MISSISSIPPI TRANSPORTATION COM	MISSION		
	MISSION		
MISSISSIPPI TRANSPORTATION COM Executive Director	MISSION		
	MISSION		
	MISSION		
	IMISSION		

SECTION 903 PERFORMANCE BOND

Project No.:	
For the construction of:	
Contract date:	Contract amount:
FOR OWNER: MISSISSIPPI MISSISSIPPI 39201.	TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON,
CONTRACTOR (full legal nar	ne, contact person, phone number and address):
SURETY (legal name, phone nu	umber, principal place of business and address for notice purposes):
Second Surety (if applicable):	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

- 1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Surety's obligation under this Bond shall arise after:

PERFORMANCE ROND FOR THE FOLLOWING CONTRACT:

- (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
- (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
- 3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
 - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract; or
 - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
- 4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
- 5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
- (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
- (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.
- 8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

Company:	CONTRACTOR AS PRINCIPAL	
Name:	Company:	
Name:	ignature:	
Title:	Vame:	
SURETY Company: Signature: MS Insurance ID #	itle:	
SURETY Company: Signature: MS Insurance ID #	Address:	
Company: Signature: MS Insurance ID #		
Signature: MS Insurance ID #	SURETY	
	Company:	
		MC In common ID #
		MIS Insurance ID #
Name:	vame:	
Title:	itte:	
Address:	Address:	
SURETY (if applicable)	URETY (if applicable)	
Company:		
1 7		
Signature: MS Insurance ID #	ignature:	MS Insurance ID #
Name:	Vame:	
Title:	itle:	
Address:	Address:	

SECTION 903 PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:

Project No.:	
For the construction of:	
Contract date:	Contract amount:
FOR OWNER: MISSISSIPPI TRA MISSISSIPPI 39201.	NSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON,
CONTRACTOR (full legal name, con	ntact person, phone number and address):
	, principal place of business and address <i>for notice purposes</i>):
Second Surety (if applicable):	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

- If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
- 3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
 - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - (b) Pay or arrange for payment of any undisputed amounts.
- 4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

- 5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL Company:	
Signature:Name:	
Title:Address:	
SURETY Company:	
Signature:	MS Insurance ID #
SURETY (if applicable) Company:	
Signature: Name:	MS Insurance ID #



BID BOND

KNOW ALL MEN BY THESE PRE	SENTS, that we		
	, <u> </u>	Contractor	
		Address	
		City, State ZIP	
As principal, hereinafter called the Pr	rincipal, and	Surety	
a corporation duly organized under the	ne laws of the state of		
as Surety, hereinafter called the Sure	ty, are held and firmly	bound untoState of Mississipp	i, Jackson, Mississippi
As Obligee, hereinafter called Oblige	ee, in the sum of Five	Per Cent (5%) of Amount Bid	
	Dollars(\$		
for the payment of which sum will executors, administrators, successors			
north of 2nd Street, known as Fede NOW THEREFORE, the condition of said Principal will, within the time reperformance of the terms and condition will pay unto the Obligee the different which the Obligee legally contracts which in no event shall liability hereunder.	f this obligation is such quired, enter into a for ons of the contract, the nce in money between with another party to pe er exceed the penal sun	that if the aforesaid Principal shall rmal contract and give a good and so this obligation to be void; otherw the amount of the bid of the said Ferform the work if the latter amount in hereof.	be awarded the contract, the sufficient bond to secure the vise the Principal and Surety Principal and the amount for
		, _ `	
	(Principal)		(Seal)
	B	y:(Title)	
(Witness)	(Name)	(Title)	
	(Surety)	(Seal)	
(Witness)	(Attorney-in-Fa	By:	
	(MS Agent)		

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 27, 2024

Project No: NHPP-7326-03(001)/ 109000301000

County: Rankin

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:		- 6							
Phone Number:	DBE Firm	Non-DBE Firm							
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:									
Thone Ivamoor.	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:									
r none Number.	DBE Firm	Non-DBE Firm							
Firm Name: Contact Name/Title: Firm Mailing Address:									
contact Name/Title: irm Mailing Address: hone Number: irm Name: contact Name/Title: irm Mailing Address: hone Number: irm Name: contact Name/Title: irm Mailing Address: hone Number: irm Mailing Address: hone Number:	DBE Firm	Non-DBE Firm							
	s	UBMITTED BY (Signature)							
		FIRM NAME							

													172 WORKING	DAYS PER YEAR
	DEC				 	 	 	 	 				 <u> </u> <u> </u> <u> </u> <u> </u>	2
	νον												NON NO	=
	OCTOBER												OCTOBER	16
301000	SEPTEMBER												SEPTEMBER	20
01) / 109000-	AUGUST												AUGUST	21
NHPP-7326-03(001) / 109000-301000 Rankin	JULY												JULY	21
	JUNE												JUNE	20
PROJECT NUMBER COUNTY	MAY												MAY	19
PRC	APRIL												APRIL	15
YEAR 2025	DEC JAN FEB MAR												DEC JAN FEB MAR	6 7 11
	NOV												Š	11 2
	SEPTEMBER OCTOBER												SEPTEMBER OCTOBER	20 16
	AUGUST SEF												AUGUST SEF	21
	JULY	63	85										JULY	21
HEDULE	JUNE			88									JUNE	20
PROGRESS SCHEDULE	MAY												MAY	19
	APRIL		8											15
YEAR 2024	MAR.												MAR	Ξ
YEAF	JAN FEB												JAN FEB	2
	LINE NUMBERS J	20-40, 140-170,240-270,380-450	10, 50-130	180-230, 280-370					2/27/2024	3/12/2024	4/11/2024	63	L HOM	ANTICIPATED WORKING DAYS PER MONTH
FORM CSD-612 Rev. 1/2015	WORK PHASE NO. DESCRIPTION		2 Milling and Pavement	3 Pavement Markings					LET:	NOA:	NTP/BCT:	W.D.:		ANTICIPATED M

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.